

CALENDAR FOR THE BOARD OF SUPERVISORS  
**CONTRA COSTA COUNTY**  
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD  
BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET  
MARTINEZ, CALIFORNIA 94553-1229

**MARY N. PIEPHO**, CHAIR, 3rd DISTRICT  
**JOHN GIOIA**, 1st DISTRICT  
**GAYLE B. UILKEMA**, 2nd DISTRICT  
**KAREN MITCHOFF**, 4th DISTRICT  
**FEDERAL D. GLOVER**, 5th DISTRICT

**DAVID J. TWA**, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900

The Board of Supervisors respects your time, and every attempt is made to accurately estimate when an item may be heard by the Board. All times specified for items on the Board of Supervisors agenda are approximate. Items may be heard later than indicated depending on the business of the day. Your patience is appreciated.

**AGENDA**  
**January 24, 2012**

**9:00 A.M.** Convene and adjourn to Closed Session in Room 101.

**Closed Session Agenda :**

**A. CONFERENCE WITH LABOR NEGOTIATORS**

**1. Agency Negotiators: David Twa and Ted Cwiek.**

Employee Organizations: Contra Costa County Employees' Assn., Local No. 1; Am. Fed., State, County, & Mun. Empl., Locals 512 and 2700; Calif. Nurses Assn.; Service Empl. Int'l Union, Local 1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Service Empl. Int'l Union; United Health Care Workers West; East County Firefighters' Assn.; Contra Costa County Defenders Assn.; Probation Peace Officers Assn. of Contra Costa County; Contra Costa County Deputy District Attorneys' Assn.; and Prof. & Tech. Engineers, Local 21, AFL-CIO.

**2. Agency Negotiators: David Twa and Ted Cwiek.**

Unrepresented Employees: All unrepresented employees.

**B. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code, § 54956.9(a))**

**1. Chevron USA Inc. et al. v. County of Contra Costa**  
Contra Costa County Superior Court, Case No. C10-01390

**2. In the matter of CHEVRON USA before the Assessment Appeals Board**  
Application for Changes Assessment Nos. 2007-2194 through 2007-2256; 2008-5206 through 2008-5272; 2009-3692, 2009-5746, 2009-6108 through 2009-6115, 2009-6117 through 2009-6159

**3. City of Brentwood v. Robert Campbell**  
Contra Costa Superior Court, Case No. N11-1029

**9:30 A.M.** Call to order and opening ceremonies.

Inspirational Thought - *“True heroism is remarkably sober, very undramatic. It is not the urge to surpass all others at whatever cost, but the urge to serve others at whatever cost.” ~ Arthur Ashe*

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.52 on the following agenda)  
– Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. Items removed from this section will be considered with the Short Discussion Items.

## **PRESENTATIONS**

- PR. 1** PRESENTATION to recognize Contra Costa County Fire Protection District Fire Captain Christopher Christiansen, Engineer Chris Leimpeter, and Firefighter-Paramedic Nicholas Long for their exemplary service in the saving of two lives. (Daryl Louder, Fire Chief)

## **SHORT DISCUSSION ITEMS**

**SD. 1** PUBLIC COMMENT (3 Minutes/Speaker)

**SD. 2** CONSIDER Consent Items previously removed.

**SD. 3** CONSIDER adopting Contra Costa Local Enforcement Agency hearing officer appointment procedures and required qualifications, and adopting Resolution 2012/31 to appoint the Contra Costa County Health Officer as the Contra Costa Local Enforcement Agency hearing officer. (Marilyn Underwood, Ph.D, Health Services Department)

**SD. 4** CONSIDER approving and authorizing the Conservation and Development Director, or designee, to execute various agreements implementing the transfer of responsibility for State Route 239 Project, including oversight and use of Federal grant funding, from the County to the Contra Costa Transportation Authority. (Catherine Kutsuris, Conservation and Development Department)

**SD. 5** CONSIDER accepting year-end reports on the County’s 2011 Federal and State legislative programs, adopting the 2012 Federal and State Legislative Platforms, and providing further direction to County staff regarding legislative advocacy efforts. (Lara DeLaney, County Administration) (CONTINUED FROM JANUARY 17, 2012)

**SD. 6** CONSIDER accepting report from the County Administrator on potential local impacts resulting from the Governor's Proposed State Budget. (David Twa, County Administrator) (CONTINUED FROM JANUARY 17, 2012)



**10:00 A.M.**

- SD. 7** HEARING on the itemized costs of abatement for property located at 401 Market Ave., Richmond, CA (Leona Harmon, Tre, Owner), (Jason Crapo, Department of Conservation and Development).
- SD. 8** HEARING to consider adoption of Resolution of Necessity No. 2012/30 for acquisition by eminent domain of the real property required for the State Route 4 (E) Widening - Somersville Road to Route 160 Project – Segment 3B, Antioch area. (Carmen Piña-Sandoval, Public Works Department) (100% Contra Costa Transportation Authority Funds)

### **DELIBERATION ITEMS**

- D. 1** CONSIDER adopting Resolution No. 2012/34 approving the Memoranda of Understanding between Contra Costa County and the Coalition Unions (Coalition) made up of Professional & Technical Employees, AFSCME, Local 512; United Clerical, Technical & Specialized Employees, AFSCME, Local 2700; Public Employees Union, Local One; Public Employees Union, Local One, CSB-Site Supervisor Unit; SEIU, Local 1021, Rank & File Unit; SEIU, Local 1021, Service Line Supervisor Unit; and Western Council of Engineers, implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2011 through June 30, 2013. (Ted Cwiek, Human Resources Director)
- D. 2** HEARING to consider approving the Sheriff's proposed use of \$167,736 in restricted Supplemental Law Enforcement Services funds for front line law enforcement, to continue funding the Air Support Unit for Fiscal Year 2011/12, pursuant to Government Code section 30061(b)(3). (Undersheriff Mike Casten) **(HEARING CONTINUED FROM JANUARY 17, 2012)**
- D. 3** CONSIDER reports of Board members.

**12:00 P.M.**

**Closed Session**

### **CONSENT ITEMS**

#### **Road and Transportation**

- C. 1** APPROVE and AUTHORIZE the Chair, Board of Supervisors, or designee to execute the Ninth Amendment to Agreement No. 124 with Contra Costa Transportation Authority (CCTA) to increase the payment by \$79,000 to a new payment limit of \$5,175,376 for additional right of way services for the State Route 4 Railroad Avenue to Loveridge Road Widening Project, East County area.

(100% Contra Costa Transportation Authority Funds)

- C. 2** APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute an amendment to the Grant of Easement to Central Contra Costa Sanitary District for facilities in the Iron Horse Corridor, Alamo, Danville, Walnut Creek, areas and DIRECT the Real Property Division of the Public Works Department to have the above referenced Amendment to Grant of Easement forwarded to the District for acceptance and recording in the Office of the County Recorder, Alamo, Danville and Walnut Creek areas. (No Fiscal Impact)
- C. 3** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Roadway Encroachment Permit issued by the City of Pittsburg for the Kirker Pass Road Overlay construction project and to arrange for any necessary payment of permit, inspection, and related fees in accordance with the permit, Pittsburg area. (88.53% Federal funds and 11.47% Local Road Funds)

**Special Districts & County Airports**

- C. 4** APPROVE the Conveyance of Real Property APN 020-080-005 to the Diablo Water District for water services, Knightsen area. (No Fiscal Impact)
- C. 5** APPROVE and AUTHORIZE the Airports Director, or designee, to execute a month-to-month hangar rental agreement with Oscar Fernandez for a shade hangar at Buchanan Field Airport effective January 6, 2012, in the monthly amount of \$167.55, Pacheco Area. (100% Airport Enterprise Fund)

**Claims, Collections & Litigation**

- C. 6** DENY claims filed by Jose De Jesus Guzman Martinez and May Vongkhamchanh.

**Statutory Actions**

- C. 7** ACCEPT Board member meeting reports for December 2011.

**Hearing Dates**

- C. 8** RECEIVE the 2011/12 property tax administrative cost recovery report of the Auditor-Controller, FIX February 28, 2012 at 9:30 a.m. for a public hearing on the determination of property tax administrative costs, and DIRECT the Clerk of the Board to notify affected local jurisdictions of the public hearing and to prepare and publish the required legal notice and make supporting documentation

available for public inspection, as recommended by the County Administrator.

### **Appointments & Resignations**

- C. 9** APPOINT Don Tatzin to the City 2 seat and Cindy Silva to the City 2 Alternate seat on the Hazardous Materials Commission, to four-year terms ending December 31, 2015, as recommended by the Health Services Department.
- C.10** DECLARE vacant At Large Seat 1 previously held by Ana Marie Bustos and At Large Seat 11 previously held by Sean Duckworth on the Contra Costa Commission for Women due to their resignations, and DIRECT the Clerk of the Board to post the vacancy.

### **Intergovernmental Relations**

- C.11** OPPOSE the proposed elimination of the Department of Boating and Waterways and the transfer of its functions to the Department of Parks and Recreation in the Governor's FY 2012-13 Budget, as recommended by Supervisor Mary N. Piepho.

### **Personnel Actions**

- C.12** ADOPT Position Adjustment Resolution #21044 to add three full-time and one 20/40 Mental Health Community Support Worker I - Project positions (represented) in the Health Services Department.

### **Leases**

- C.13** APPROVE and AUTHORIZE the Public Works Director to execute a Lease with 3052 Willow Pass Road LLC for the premises at 3024 Willow Pass Road, Concord for a ten-year term to provide health care services to the community, as requested by the Health Services Department; and ADOPT related California Environmental Quality Act findings. (100% Federally Qualified Health Center Revenue)

### **Grants & Contracts**

**APPROVE and AUTHORIZE execution of agreements between the County and the following agencies for receipt of fund and/or services:**

- C.14** APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a contract with California Department of Community Services and Development to pay the County an amount not to exceed \$877,210 for Low Income Home Energy Assistance programs for the term January 1, 2012 through June 30, 2013. (No County match)

- C.15** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Contra Costa Generating Station, LLC, to temporarily reduce the monthly fee charged by the County to \$10,000 from \$76,282.05 for the period January 1, 2012 to June 30, 2012 due to a reduction in construction activity and commensurate reduction in building inspection services provided by the County during this period.
- C.16** APPROVE and AUTHORIZE the Employment & Human Services Department Director, or designee, to execute a contract with the California Department of Community Services and Development, including modified indemnification language, in an amount not to exceed \$86,865, for Department of Energy Weatherization Assistance Program services, for the term December 1, 2011 through June 30, 2012. (No County match)
- C.17** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to apply for and accept a grant from the State of California Department of Boating and Waterways in an amount not to exceed \$638,249 for marine patrol and boating regulations enforcement, for the period July 1, 2012 through June 30, 2013. (100% State funds; No County match)

**APPROVE and AUTHORIZE execution of agreement between the County and the following parties as noted for the purchase of equipment and/or services:**

- C.18** AWARD a contract to Synapse Electric, the lowest responsive and responsible bidder, in the amount of \$108,800 for the Solar Photovoltaic System project; and AUTHORIZE the Director of Public Works, or designee, to execute the contract. (73% Bay Area Air Quality Management District's Greenhouse Gas Reduction Grant Program, 27% Fire District funds - 27%)
- C.19** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner as fiscal agent for the City of Pittsburg, a purchase order with Motorola in the amount of \$623,480 for East Bay Regional Communications System compliant radio equipment. (100% City of Pittsburg contribution to County capital funds, no net County cost)
- C.20** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner as fiscal agent for the City of Pittsburg, a purchase order with Motorola in the amount of \$350,500 for East Bay Regional Communications System compliant radio equipment. (100% City of Pittsburg contributions to County capital funds, no net County cost)
- C.21** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Public Works Department, to execute a purchase order amendment with ADI, to increase the payment limit by \$150,000 to a new payment limit of \$250,000 for low voltage building parts and systems, with no change in original term of September 1, 2010 through August 31, 2012. (100% General Fund)

- C.22** APPROVE and AUTHORIZE the Risk Manager to execute a Contract Amendment Agreement with Environmental and Occupational Risk Management (EORM), effective January 1, 2012, to increase the total payment limit by \$9,272 to a new total payment limit of \$527,872, to provide safety program review and training support to the Office of the Sheriff during the term of July 1, 2011 through June 30, 2012. (100% Departmental Charges)
- C.23** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Public Works Department, to execute a purchase change order with Kelly Paper, to increase the payment limit by \$400,000 to a new payment limit of \$800,000 for recycled copy paper, and extend the term for two years through January 24, 2014. (100% Department User Fees)
- C.24** APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to amend a purchase order with Coopersurgical, Inc., to add \$50,000 for a new total of \$215,000, to purchase medical supplies for Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from July 1, 2007 through June 30, 2012. (100% Enterprise Fund I)
- C.25** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Seneca Family of Agencies, in an amount not to exceed \$555,000, to provide therapeutic behavioral services for the period July 1, 2011 through June 30, 2012, with a six-month automatic extension through December 31, 2012, in an amount not to exceed \$277,500. (50% Federal Financial Participation and 50% State Early and Periodic Screening, Diagnosis and Testing)
- C.26** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with FamiliesFirst, Inc., in an amount not to exceed \$540,493, to provide day treatment and mental health services for seriously emotionally disturbed children at Mt. Diablo High School, for the period from July 1, 2011 through June 30, 2012, including a six-month automatic extension through December 31, 2012, in an amount not to exceed \$270,247. (12% Federal Med-Cal, 12% State Early and Periodic Screening, Diagnosis, and Treatment, 76% Mt. Diablo Unified School District)
- C.27** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Infoimage of California, Inc., effective January 1, 2012, to increase the payment limit by \$8,500 to a new payment limit of \$658,500 to provide additional patient billing services, with no change in the original term of January 1, 2011 through December 31, 2013. (100% Enterprise Fund I)

- C.28** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Milhous Children's Services, Inc., in an amount not to exceed \$400,000, to provide a day treatment program and mental health services, for the period July 1, 2011 through June 30, 2012, with a six-month automatic extension through December 31, 2012, in an amount not to exceed \$200,000. (50% Federal Medi-Cal and 50% Early and Periodic Screening, Diagnosis and Treatment funds)
- C.29** APPROVE AND AUTHORIZE the County Counsel, or designee, to execute, on behalf of County, a contract with Baker & O'Brien, Inc., effective January 1, 2012, in an amount not to exceed \$1,850,000 to provide refining industry analyses in connection with refinery property tax appeals. (100% Property Tax Administration fees)
- C.30** APPROVE and AUTHORIZE the Health Services Director, or his designee, to execute, on behalf of the County, Contract with Staff Care, Inc., a corporation, in an amount not to exceed \$1,300,000, to provide temporary physician services for Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from January 1, 2012 through December 31, 2012. (100% Enterprise Fund I)
- C.31** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Decade Software Company, LLC, effective January 1, 2012, to increase the payment limit by \$14,250, to a new payment limit of \$506,870 to provide additional data management services with no change in the term through April 30, 2012. (100% Environmental Health program fees)
- C.32** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Nuance Communications, Inc., in an amount not to exceed \$85,070, including modified indemnification language, to provide consultation and technical assistant with regard to implementation of the new Radiology dictation system for the EPIC Project, for the period from January 10, 2012 through December 31, 2012. (100% Medicare & Medicaid Electronic Health Records Incentive Program of the American Recovery & Reimbursement Act)
- C.33** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Acusis, LLC, effective January 1, 2012, to increase the payment limit by \$3,960, to a new payment limit of \$1,933,960, to provide additional services to include integration with the EPIC system at Contra Costa Regional Medical Center and Contra Costa Health Centers, with no change in the original term of March 1, 2011 through September 30, 2012. (100% Enterprise Fund I)

- C.34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Seneca Family of Agencies, in an amount not to exceed \$456,063, to provide school-based mental health services to seriously emotionally disturbed students at Kennedy High School, for the period July 1, 2011 through June 30, 2012, with a six-month automatic extension through December 31, 2012, in an amount not to exceed \$228,032. (31% Federal Medi-Cal, 31% State Early and Periodic Screening, Diagnosis and Treatment and 38% West Contra Costa Unified School District)
- C.35** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Macias, Gini & O'Connell, increasing the payment limit by \$27,600 for a new total payment limit of \$176,000, to provide continuing special accounting services for the Redevelopment Agency with no change to the contract term. (100% Redevelopment Agency funds)
- C.36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Optuminsight, Inc., a corporation, in an amount not to exceed \$250,000, including modified indemnification language, to provide professional consultation and technical assistance with Department's Information Systems Director in regards to the EPIC Project, for the period from January 17, 2012 through December 31, 2012. (100% Medicare & Medicaid Electronic Health Records Incentive Program of the American Recovery & Reimbursement Act)
- C.37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Capsuletech, SA, a corporation, in an amount not to exceed \$26,500, including modified indemnification language, to provide consultation, training, technical assistance and support services to the Departments Information Systems Director with regards to the EPIC Project for Contra Costa Regional Medical Center, for the period from December 2, 2012 through December 31, 2012.(100% Medicare & Medicaid Electronic Health Records Incentive Program of the American Recovery & Reimbursement Act)
- C.38** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Marken Mechanical, in an amount not to exceed \$900,000, for emergency heating, ventilation and air conditioning repairs for the period December 1, 2011 through November 30, 2014. (100% Work Order reimbursement revenue)
- C.39** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Matrix HG, in an amount not to exceed \$700,000, to provide emergency heating, ventilation, and air conditioning repairs for the period December 1, 2011 through November 30, 2014. (100% Work Order reimbursement revenue)

## **Other Actions**

- C.40** AWARD a contract to Cleary Bros. Landscape, Inc., the lowest responsive and responsible bidder, in the amount of \$536,019 for the Iron Horse Corridor Landscaping at Walden Green, Phase 2 Project for the Public Works Department; and AUTHORIZE the Director of Public Works, or designee, to execute the contract. (Redevelopment Agency and County Park Dedication Fees)
- C.41** ACCEPT the Grant of Easement for ingress and egress purposes from William A. Hughes, TRUSTEE covering a portion of Assessor's Parcel Number 173-090-003, located on Westcliffe Lane, and make related findings under CEQA, as recommended by the Chief Engineer, Flood Control and Water Conservation District, Walnut Creek area. (No Fiscal Impact)
- C.42** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial agreement with San Diego State University Research Foundation Women, Infant, Children (WIC) Program for the San Diego WIC Dietetic Internship Program including mutual indemnification against any claims arising out of the performance of this agreement for the period of March 1, 2012 through June 30, 2015.
- C.43** APPROVE the refund of overpayment of transfer tax, not to exceed \$639, and AUTHORIZE the County Auditor-Controller to issue warrants to the parties in the amounts specified, as recommended by Clerk Recorder. (100% General Fund)
- C.44** APPROVE conveyance of real property, identified as APN 373-265-001 and located at 610 Court St. to the City of Martinez for the amount of \$378,000, DETERMINE that this activity is CEQA exempt, AUTHORIZE the Chair, Board of Supervisors to execute Grant Deed and Purchase and Sale Agreement on behalf of the County, Martinez area. (100% County General Fund)
- C.45** ACCEPT the 2011 In-Home Supportive Services Public Authority Advisory Committee Annual Report, as recommended by the In-Home Supportive Services Public Authority Director.
- C.46** ACCEPT the FY11 Community Facilities District Administration Report on County of Contra Costa Community Facilities District No. 2001-1 (Norris Canyon, San Ramon area) as required by Government Code Sections 50075.3 and 53411, as recommended by the Auditor-Controller and the Redevelopment Agency.
- C.47** ACCEPT the December 2011 update on the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Department Director.



- C.48** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute required loan documents to provide \$1,523,046 in Neighborhood Stabilization Program 3 (NSP3) funds to Robin Lane, LLC, for the acquisition and rehabilitation of Robin Lane Apartments in Concord. (100% Federal Neighborhood Stabilization Program 3 Grant funds)
- C.49** ACCEPT the 2011 Annual Report from the Economic Opportunity Council Advisory Board for the period of January 1, 2011 through December 31, 2011 as recommended by the Employment and Human Services Director.
- C.50** CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director.
- C.51** ADOPT Resolution No. 2012/36 to set in motion the election procedure to fill the position of Contra Costa County Employees' Retirement Association's Board of Retirement Member No. 7 Safety Alternate, as recommended by the Retirement Chief Executive Officer.

### **Redevelopment Agency**

- C.52** APPROVE and ADOPT, as required under Health and Safety Code Section 34169, the amended Enforceable Obligation Payment Schedule containing all of the obligations which the Contra Costa County Redevelopment Agency has determined are enforceable obligations under Health and Safety Code Section 34167(d).

### **GENERAL INFORMATION**

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Redevelopment Agency. Persons who wish to address the Board should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of

Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106.

Copies of taped recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 651 Pine Street, Martinez, California.

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[www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us)

## STANDING COMMITTEES

The **Airport Committee** (Supervisors Karen Mitchoff and Mary N. Piepho) meets on the fourth Monday of the month at 12:30 p.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

The **Family and Human Services Committee** (Supervisors Gayle B. Uilkema and Federal D. Glover) meets on the first Monday of the month at 1:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Finance Committee** (Supervisors John Gioia and Federal D. Glover) meets on the second Monday of the month at 1:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Internal Operations Committee** (Supervisors Karen Mitchoff and Gayle B. Uilkema) meets on the second and fourth Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and Mary N. Piepho) meets on the first Thursday of the month at 11:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors Federal D. Glover and Gayle B. Uilkema) meets on the first Monday of the month at 11:00 a.m. in Room 101, County Administration Building,

651 Pine Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Federal D. Glover and Mary N. Piepho) meets on the first Thursday of the month at 1:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airports Committee	TBD		See above
Family & Human Services Committee	Feb. 6, 2012	1:30 P.M.	See above
Finance Committee	Mar. 12, 2012	1:30 P.M.	See above
Internal Operations Committee	Feb. 13, 2012	9:00 A.M.	See above
Legislation Committee	Feb. 8, 2012	10:00 A.M.	See above
Public Protection Committee	Feb. 6, 2012	11:00 A.M.	See above
Transportation, Water & Infrastructure Committee	TBD		See above

**PERSONS WHO WISH TO ADDRESS THE BOARD MAY BE LIMITED TO THREE (3) MINUTES**

**AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.**

**Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):**

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

AB Assembly Bill  
ABAG Association of Bay Area Governments  
ACA Assembly Constitutional Amendment  
ADA Americans with Disabilities Act of 1990  
AFSCME American Federation of State County and Municipal Employees  
AICP American Institute of Certified Planners  
AIDS Acquired Immunodeficiency Syndrome  
ALUC Airport Land Use Commission  
AOD Alcohol and Other Drugs  
ARRA American Recovery & Reinvestment Act of 2009  
BAAQMD Bay Area Air Quality Management District  
BART Bay Area Rapid Transit District  
BayRICS Bay Area Regional Interoperable Communications System  
BCDC Bay Conservation & Development Commission  
BGO Better Government Ordinance  
BOS Board of Supervisors  
CALTRANS California Department of Transportation  
CalWIN California Works Information Network  
CalWORKS California Work Opportunity and Responsibility to Kids  
CAER Community Awareness Emergency Response  
CAO County Administrative Officer or Office  
CCCPCFD (ConFire) Contra Costa County Fire Protection District  
CCHP Contra Costa Health Plan  
CCTA Contra Costa Transportation Authority  
CCRMC Contra Costa Regional Medical Center  
CCWD Contra Costa Water District  
CDBG Community Development Block Grant  
CFDA Catalog of Federal Domestic Assistance  
CEQA California Environmental Quality Act  
CIO Chief Information Officer  
COLA Cost of living adjustment  
ConFire (CCCPCFD) Contra Costa County Fire Protection District  
CPA Certified Public Accountant  
CPI Consumer Price Index  
CSA County Service Area  
CSAC California State Association of Counties  
CTC California Transportation Commission  
dba doing business as

**EBMUD** East Bay Municipal Utility District  
**ECCFPD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Syndrome  
**HOV** High Occupancy Vehicle  
**HR** Human Resources  
**HUD** United States Department of Housing and Urban Development  
**IHSS** In-Home Supportive Services  
**Inc.** Incorporated  
**IOC** Internal Operations Committee  
**ISO** Industrial Safety Ordinance  
**JPA** Joint (exercise of) Powers Authority or Agreement  
**Lamorinda** Lafayette-Moraga-Orinda Area  
**LAFCo** Local Agency Formation Commission  
**LLC** Limited Liability Company  
**LLP** Limited Liability Partnership  
**Local 1** Public Employees Union Local 1  
**LVN** Licensed Vocational Nurse  
**MAC** Municipal Advisory Council  
**MBE** Minority Business Enterprise  
**M.D.** Medical Doctor  
**M.F.T.** Marriage and Family Therapist  
**MIS** Management Information System  
**MOE** Maintenance of Effort  
**MOU** Memorandum of Understanding  
**MTC** Metropolitan Transportation Commission  
**NACo** National Association of Counties  
**NEPA** National Environmental Policy Act  
**OB-GYN** Obstetrics and Gynecology  
**O.D.** Doctor of Optometry  
**OES-EOC** Office of Emergency Services-Emergency Operations Center  
**OPEB** Other Post Employment Benefits  
**OSHA** Occupational Safety and Health Administration  
**PARS** Public Agencies Retirement Services  
**Psy.D.** Doctor of Psychology  
**RDA** Redevelopment Agency  
**RFI** Request For Information  
**RFP** Request For Proposal  
**RFQ** Request For Qualifications  
**RN** Registered Nurse  
**SB** Senate Bill  
**SBE** Small Business Enterprise  
**SEIU** Service Employees International Union  
**SUASI** Super Urban Area Security Initiative  
**SWAT** Southwest Area Transportation Committee  
**TRANSPAC** Transportation Partnership & Cooperation (Central)  
**TRANSPLAN** Transportation Planning Committee (East County)  
**TRE** or **TTE** Trustee  
**TWIC** Transportation, Water and Infrastructure Committee  
**UASI** Urban Area Security Initiative  
**VA** Department of Veterans Affairs  
**vs.** versus (against)  
**WAN** Wide Area Network  
**WBE** Women Business Enterprise  
**WCCTAC** West Contra Costa Transportation Advisory Committee

To: Board of Supervisors

From: Daryl L. Louder, Chief, Contra Costa County Fire Protection District

Date: January 24, 2012



Contra  
Costa  
County

Subject: PRESENTATION to Recognize Contra Costa County Fire Protection District Firefighters for Citizen Rescues - Incident #11-70310

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: 01/24/2012

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

## VOTE OF SUPERVISORS

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County

RECUSE 

**Contact: Vicki Wisher, 941-3318**

Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Fire Chief Daryl Louder, Asst. Chief John Ross

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2012/32**

**IN RECOGNITION OF CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT FIRE CAPTAIN CHRISTOPHER CHRISTIANSEN, FIRE ENGINEER CHRIS LEIMPETER, AND FIREFIGHTER-PARAMEDIC NICHOLAS LONG FOR THEIR EXEMPLARY SERVICE IN THE SAVING OF TWO LIVES**

WHEREAS, on October 14, 2011 two occupants were unable to exit a residence on Bon Homme Way in Concord, California due to smoke from a fire in the attic; and

WHEREAS, upon the arrival of the first fire crew, the scene was chaotic as rescue attempts had been attempted by bystanders, but they were unable to enter due to the smoke conditions; and

WHEREAS, Captain Christiansen maintained composure, initiated a plan, and assigned units; and

WHEREAS, Engineer Leimpeter and Firefighter Long entered the structure and located a victim in the hallway and escorted her out; and

WHEREAS, Engineer Leimpeter and Firefighter Long re-entered the structure and located the other victim in a bedroom. The victim was bedridden due to recent surgery and needed to be carried out of the home; and

WHEREAS, the two victims were transferred to other personnel for care and transport to the hospital; and

WHEREAS, Captain Christiansen, Engineer Leimpeter, and Firefighter Long displayed great poise, teamwork and professionalism in carrying out their duties.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County, California does hereby extend this expression of our sincere appreciation and thanks to Contra Costa County Fire Protection District Fire Captain Christopher Christiansen, Fire Engineer Chris Leimpeter, and Firefighter-Paramedic Nicholas Long for their extraordinary act of service.

\_\_\_\_\_  
**MARY N. PIEPHO**

Chair,  
District III Supervisor

\_\_\_\_\_  
**JOHN GIOIA**

District I Supervisor

\_\_\_\_\_  
**GAYLE B. UILKEMA**

District II Supervisor

\_\_\_\_\_  
**KAREN MITCHOFF**

District IV Supervisor

\_\_\_\_\_  
**FEDERAL D. GLOVER**

District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: January 24, 2012

David J. Twa,

By: \_\_\_\_\_, Deputy

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Appointment of Health Officer as the Local Enforcement Agency Hearing Officer**

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**RECOMMENDATION(S):**

1. ADOPT Contra Costa Local Enforcement Agency hearing officer appointment procedures and required qualifications, as set forth in Exhibit A attached hereto.
2. ADOPT Resolution appointing the Contra Costa County Health Officer as the Contra Costa Local Enforcement Agency hearing officer.

**FISCAL IMPACT:**

Not applicable.

**BACKGROUND:**

Contra Costa Environmental Health, a division of the Contra Costa County Health Services Department, has been designated and approved by the state to serve as the Local Enforcement Agency (LEA) for all of Contra Costa County except for the City of Pittsburg, which acts as its own LEA. The LEA is required to enforce state minimum standards applicable to solid waste facilities, including landfills and transfer stations. These standards are intended to protect public health and safety, and the environment. The duties of the LEA include issuance of permits, routine inspections complaint investigations and enforcement actions.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES

NOES

ABSENT

ABSTAIN

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County



RECUSE 

**Contact: Marilyn Underwood, 692-2521**

Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Marilyn Underwood, Tasha Scott

## **BACKGROUND: (CONT'D)**

The LEA is required to hold hearings before taking certain actions, including the denial, temporary suspension and revocation of solid waste facility permits under specified conditions. (Pub. Resources Code, §§ 43200, 44305, 44306.) If requested to do so by the person subject to the action, the LEA is also required to hold a hearing (1) upon the issuance of a permit that imposes conditions that the applicant contends are inappropriate, (2) upon the petition from any person requesting the LEA to review an alleged failure of the agency to act as required by law or regulation, and (3) after taking specified enforcement actions, including issuing corrective action orders, issuing cease and desist orders and imposing civil penalties, pursuant to Public Resources Code section 45000 et seq.

In 1992, this Board, acting as the governing body of the LEA, appointed itself to serve as the hearing panel pursuant to a statute that was later repealed. Under current law, hearings regarding the above matters may be conducted by either a hearing officer appointed by the governing body of the LEA or by a hearing panel, which may be either (1) a panel of three members of the LEA governing body, appointed by the governing body, or (2) an independent three-member panel appointed by the chairperson of the governing body. (Pub. Resources Code, § 44308.) When a publicly-owned or operated solid waste facility or disposal site is located within the jurisdiction of a LEA, the law requires either an independent hearing panel or hearing officer to be appointed. The jurisdiction of the Contra Costa LEA encompasses the territory of the entire County except for the area within the boundaries of the City of Pittsburg. Within the Contra Costa LEA's jurisdiction are several publicly-owned solid waste facilities, including the Brentwood Transfer Station, closed landfills owned by the cities of Martinez and Antioch, and a closed dump site owned by the California Water Resources Board at the Harvey O. Banks Delta Pumping Plant in Byron. A three-member Board hearing panel is thus not recommended.

An independent hearing panel with three members could present difficulties with respect to compliance with statutorily mandated deadlines associated with some hearings. One statute, for example, requires a hearing to be held as soon as three days after a solid waste facility permit is suspended in certain circumstances, if the suspension is appealed. (Pub. Resources Code, § 44305.) While adherence to this requirement might prove to be challenging even with a single hearing officer, it would be even more difficult to coordinate the schedules of multiple hearing panel members in such a short period of time, and in some situations could prove to be impossible.

In light of the above, staff recommends that the Board appoint a hearing officer to preside at LEA hearings. Appointment of a hearing officer is permitted if the governing body of the LEA has first adopted procedures for making the appointment and qualifications that the hearing officer is required to meet. Recommended procedures for making the appointment and qualifications of the hearing officer are set forth in Exhibit A.

Staff is recommending that the County Health Officer be appointed as the LEA hearing officer because the Health Officer has public health training and is charged with protecting the health and welfare of county residents.

## **CONSEQUENCE OF NEGATIVE ACTION:**

The action will allow the health officer to act as the hearing officer and rather than three members of the Board of Supervisors.

## **CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/24/2012 by the following vote:

**AYES:** ☐  
**NOES:** ☐  
**ABSENT:** ☐  
**ABSTAIN:** ☐  
**RECUSE:** ☐



**Resolution No. 2012/31**

Appointment of Local Enforcement Agency Hearing Officer (Pub. Resources Code, § 44308, subd. (d))

WHEREAS, Contra Costa Environmental Health, a division of the Contra Costa County Health Services Department, has been designated as the Local Enforcement Agency (LEA) for the entire county except for the City the Pittsburg, pursuant to Public Resources Code section 43202; and

WHEREAS, the LEA is responsible for enforcing state minimum standards applicable to solid waste facilities; and

WHEREAS, from time to time the LEA may take enforcement actions or other actions that require the LEA to hold a hearing, upon the request of the person subject to the action, pursuant to Public Resources Code section 44307; and

WHEREAS, Public Resources Code section 44308 requires all hearings conducted under Chapter 4 of Part 4 of Division 30 of the Public Resources Code to be conducted by (1) a hearing officer appointed by the governing body of the LEA; (2) a hearing panel appointed by the governing body of the LEA, consisting of three of its members; or (3) an independent hearing panel consisting of three members appointed by the chairperson of the governing body of the LEA; and

WHEREAS, the governing body of the LEA may appoint a hearing officer if the governing body has adopted procedures for making that appointment and has adopted qualifications that the hearing officer is required to meet; and

WHEREAS, this Board adopted procedures for appointing a LEA hearing officer and adopted qualifications the hearing officer is required to meet;

NOW, THEREFORE, BE IT RESOLVED that the Health Officer of Contra Costa County is hereby appointed as the LEA hearing officer pursuant to Public Resources Code section 44308, subdivision (d).

BE IT FURTHER RESOLVED THAT those portions of Resolution 92/153 that named the Contra Costa County Board of Supervisors as the LEA hearing panel, pursuant to former Section 44800(a) of the Public Resources Code, are hereby repealed.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Marilyn Underwood, 692-2521**

**ATTESTED: January 24, 2012**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** Marilyn Underwood, Tasha Scott

## **Exhibit A**

### **Procedures and Qualifications for Appointment of Local Enforcement Agency Hearing Officer**

#### **Procedures:**

The Board of Supervisors of Contra Costa County, acting as the governing body of the Local Enforcement Agency (LEA), may appoint an LEA hearing officer pursuant to Public Resources Code section 44308 at any duly noticed public meeting of the Board.

#### **Required Qualifications:**

The LEA hearing officer must be the Health Officer of the County of Contra Costa.

**To: Board of Supervisors**

**From:**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Actions Supporting Transfer of State Route 239 Project Responsibility to the Contra Costa Transportation Authority**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of the Department of Conservation and Development, or designee, to execute the following agreements for the purpose of transferring responsibility for State Route 239 project development and federal funding to the Contra Costa Transportation Authority:

1. *Assignment and Assumption of Consulting Services Agreement and Consent* (Original Contract: Project No.: HPLUL-5928[099]) (Exhibit A)
2. *Cooperative Funding Agreement: State Route 239 Project - Phase I - Planning* (Exhibit B)
3. *Memorandum of Understanding for the State Route 239 Project - Phase I - Planning* (Exhibit C)

☒ APPROVE

☐ OTHER



RECOMMENDATION OF CNTY ADMINISTRATOR



RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**



APPROVED AS RECOMMENDED



OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES

NOES

ABSENT

ABSTAIN

RECUSE

**Contact: John Cunningham, 335-1243**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Julie Bueren, Catherine O. Kutsuris, Steve Goetz, Eric Gelston

## **RECOMMENDATION(S): (CONT'D)**

### **FISCAL IMPACT:**

\$1.45 million, 100% Local Road Fund. The Local Road Fund will be used to satisfy the match requirement for a \$14 million Federal grant to fund this project. The County will avoid expenditure of Measure J funds associated with filling a vacant Senior Transportation Planner position by transferring this project to the CCTA, partially mitigating the overall cost impact to the County.

### **BACKGROUND:**

In 2005 Contra Costa County received two federal appropriations totaling \$14 million for the planning and construction of State Route 239 (Project), a future highway that will connect eastern Contra Costa County with the Central Valley. State Route 239 will extend from State Route 4 in the Brentwood area to Interstate 205 in the Tracy area. The appropriations were received through the efforts of former U.S. Representative Richard Pombo. The Project will require collaboration among a broad number of interested parties, Contra Costa County (County), the Contra Costa Transportation Authority (CCTA), San Joaquin and Alameda Counties, two Caltrans Districts, and numerous other entities.

In 2010, with the assistance of an inter-agency selection panel that included CCTA, the County selected Parsons Transportation Group as the consultant to lead the planning phase of State Route 239 development. The Contra Costa County Board of Supervisors authorized a consulting services agreement in May 2011.

**Project Update** Work has been proceeding, three briefing meetings were held for three different stakeholder groups in September, 1) key elected officials, 2) Non-Governmental Organizations, and 3) TRANSPLAN (eastern Contra Costa County's Regional Transportation Planning Committee). The consultant is currently proceeding on the following Project tasks:

- Project Management Plan
- Project Website (internal and public/external)
- Financial Screening Study
- Vision Statement
- Travel Demand Model Development

**Basis for Recommendation of Transfer** Discussions with responsible staff from the County and CCTA have resulted in the determination that the CCTA is willing to administer the subject Project. CCTA's broader geographic area of responsibility and direct, active, and continuing relationships with involved state and regional agencies position CCTA to administer this regional Project. The County also has a opportunity to achieve a savings by not filling a transportation planner position at this time by making this transfer.

**Additional Background** The three agreements addressed in the *Recommendations Section* result in the following actions which, in total, transfer all current and future project development responsibilities to CCTA:

1. **Assignment and Assumption of Consulting Services Agreement and Consent:** This agreement transfers all rights and responsibilities currently held by the County to CCTA relative to the existing contract (HPLUL-5928[099]) with Parsons for the Phase 1 Planning of the Project. The contract was approved by the Board of Supervisors on May 10, 2011. (Exhibit A)
2. **Cooperative Funding Agreement: State Route 239 Project - Phase 1 - Planning:** This agreement facilitates reimbursement of the Partner Agencies from the federal appropriations through the project lead. These agencies include San Joaquin County, Alameda County, the Cities of Tracy & Brentwood and the Mountain House Community Services District. After the transfer of the Project to CCTA, this agreement will have the County involved in the project as a "Partner Agency". (Exhibit B)
3. **Memorandum of Understanding (MOU) between the CCTA and the County for the State Route 239 Project - Phase 1 - Planning:** This MOU addresses matters not covered in agreements #1 and #2 above. These include the County's continued commitment to: fulfill local match funding obligations; provide CCTA access to the federal appropriations which the County must retain control of; continued staff support for current and future project development activities; work cooperatively with CCTA, Caltrans and the Metropolitan Transportation Commission to transfer responsibility; and generally affirming the cooperative spirit the transfer is taking place under. (Exhibit C)

The CCTA is taking similar actions on this matter at their January 18, 2012 Board Meeting. As indicated in Item #2

above, the County will continue to be actively involved as a partner agency.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the recommended actions are not taken the Project will not be transferred to the Contra Costa Transportation Authority and the County will retain responsibility for project development activities for the foreseeable future.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



## **ASSIGNMENT AND ASSUMPTION OF CONSULTING SERVICES AGREEMENT AND CONSENT**

This Assignment and Assumption of Consulting Services Agreement and Consent (this “Assignment and Consent”), is entered into as of January 28, 2012 (the “Effective Date”), by and among Contra Costa County, a political subdivision of the State of California (“Assignor” or “County”), Contra Costa Transportation Authority, a local transportation authority (“Assignee” or “CCTA”), and Parsons Transportation Group Inc., an Illinois corporation (“Consultant”).

### **RECITALS**

A. Assignor and Consultant entered into that certain Consulting Services Agreement, dated May 10, 2011, (the “Agreement”), between Assignor and Consultant, and

B. Pursuant to the Agreement, Consultant is to conduct a study to determine the ultimate concept and alignment for State Route 239, in the context of the regional transportation network that includes County, San Joaquin County, Alameda County, Brentwood, Byron, Tracy, and the unincorporated community of Mountain House in San Joaquin County, and

C. Assignee is better situated to administer the Agreement and Assignor desires to assign all of its rights and obligations in, to and under the Agreement to Assignee, and Assignee desires to assume all of Assignor’s rights and obligations in, to and under the Agreement, and

D. Consultant desires to consent to Assignor’s assignment of its rights and obligations under the Agreement to Assignee, and to Assignee’s assumption of Assignor’s rights and obligations under the Agreement, and to agree to Assignee becoming its counterparty under the Agreement.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and Consultant hereby agree as follows:

1. Assignment of Agreement. As of the Effective Date, Assignor hereby transfers, assigns and conveys all of Assignor's right, title and interest in, to and under the Agreement to Assignee.

2. Assumption of Agreement.

a. Assumption. As of the Effective Date, Assignee hereby accepts, assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by Agency and County pursuant to the Agreement accruing on and after the Effective Date, and confirms that as of the Effective Date it shall be deemed a party to the Agreement and agrees to be bound by all of the terms of the Agreement and to undertake all the obligations of Agency and County contained therein.

- b. References in Agreement. Assignee and Consultant hereby agree that all references in the Agreement to “Agency” and “the County” shall be deemed references to “CCTA.”
- c. Receipt of Agreement. Assignee hereby acknowledges and confirms that it has received a copy of the Agreement and the schedules and exhibits related thereto.
- d. Assignor Obligations. Assignor shall remain responsible for and perform all of Assignor's obligations under or with respect to the Agreement accruing prior to the date of this Assignment and Consent.

3. Consent to Assignment. Consultant hereby consents to Assignor's conveyance and assignment of its right, title and interest in, to and under the Agreement to Assignee pursuant to this Assignment and Consent, which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that Assignor shall be entitled to pursue claims accruing or arising incident to the Agreement on or before the Effective Date, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Agreement from Consultant, and/or (b) insurance payments or proceeds, provided however, that Consultant's liability for such claims shall not exceed the liability it would have incurred if the assignment effected hereby had not been made.

4. Indemnification.

- a. Assignee Indemnity. Assignee shall indemnify Assignor against, and agrees to hold Assignor harmless of and from (i) all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including, but not limited to, reasonable attorneys' fees (collectively, “Claims and Costs”), based upon or arising out of any breach or failure of Assignee to observe or perform any of the obligations of Assignee as set forth in this Assignment and Consent, and (ii) all Claims and Costs based upon or arising out of the Agreement on and after the Effective Date.
- b. Assignor Indemnity. Assignor shall indemnify Assignee against, and agrees to hold Assignee harmless of and from (i) all Claims and Costs based upon or arising out of any breach or failure of Assignor to observe or perform any of the obligations of Assignor as set forth in this Assignment and Consent, and (ii) all Claims and Costs based upon or arising out of the Agreement prior to the Effective Date.

5. Insurance; Further Assurances. Consultant will provide Assignee with evidence of insurance as required by the Agreement. Each party to this Assignment and Consent shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Assignment and Consent.

6. Conditions Precedent. The effectiveness of this Assignment and Consent is conditioned upon (i) its approval by the Board of Supervisors of Assignor and the Board of Commissioners of Assignee, any approvals required by Consultant, and execution by each of the parties hereto, and (ii) Consultant's satisfaction of the insurance requirements of Section 5 of this Assignment and Consent.

7. Notices. Unless otherwise notified by Assignee, copies of any notices to be provided pursuant to the Agreement shall be sent to Assignee at the following address:

Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597  
Attn: Martin Engelmann, Deputy Executive Director, Planning

8. Binding Effect. This Assignment and Consent shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

9. Entire Agreement. This Assignment and Consent shall constitute the entire agreement between the parties hereto with respect to the subject matter of of this Assignment and Consent and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

10. Severability. If any provision of this Assignment and Consent is determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

11. Governing Law. This Assignment and Consent and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of California with venue in the Superior Court of the County of Contra Costa, California.

12. Counterparts. This Assignment and Consent may be executed in several counterparts and all such executed counterparts shall constitute one document, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

Signatures appear on following page.

IN WITNESS WHEREOF, the Assignor, Assignee and Consultant have executed this Assignment and Assumption of Consulting Services Agreement and Consent as of the date first set forth above.

ASSIGNOR

CONTRA COSTA COUNTY, a political  
subdivision of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:  
Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

CONSULTANT

PARSONS TRANSPORTATION GROUP INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE

CONTRA COSTA TRANSPORTATION  
AUTHORITY, a local transportation authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:  
Best Best & Krieger LLP

By: \_\_\_\_\_  
Malathy Subramanian  
Authority Counsel

**COOPERATIVE FUNDING AGREEMENT  
STATE ROUTE 239 PROJECT -- PHASE 1 (PLANNING)**

This COOPERATIVE FUNDING AGREEMENT (this “AGREEMENT”) is effective this 28th day of January, 2012 (the “EFFECTIVE DATE”), among CONTRA COSTA TRANSPORTATION AUTHORITY, a local transportation authority (“CCTA”), CONTRA COSTA COUNTY, a political subdivision of the State of California (“CONTRA COSTA”), SAN JOAQUIN COUNTY, a political subdivision of the State of California (“SAN JOAQUIN”), the CITY OF BRENTWOOD, a municipal corporation of the State of California (“BRENTWOOD”), the CITY OF TRACY, a municipal corporation of the State of California (“TRACY”), and MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a California special district (“MOUNTAIN HOUSE” and together with CCTA, CONTRA COSTA, SAN JOAQUIN, BRENTWOOD and TRACY, the “PARTIES” and each separately, a “PARTY”).

**RECITALS**

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. CONTRA COSTA COUNTY, SAN JOAQUIN COUNTY, BRENTWOOD, TRACY, and MOUNTAIN HOUSE (each, a “PARTNER JURISDICTION” and collectively, the “PARTNER JURISDICTIONS”), and CCTA desire to work together in a collaborative planning process to develop specific technical studies and reports regarding the design and construction of future State Route 239 (the “PROJECT”), a highway that will connect State Route 4 in the Brentwood area with Interstate 205 or Interstate 580 in the Tracy area (herein, “STATE ROUTE 239”).

B. CONTRA COSTA has received authorization to expend \$14 million in federal funding for studies and construction of STATE ROUTE 239 (the “FEDERAL GRANT FUNDS”). The FEDERAL GRANT FUNDS were authorized by the United States Congress in the Federal Transportation Act of 2005 (Public Law No. 109-59) known as the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU).

C. CONTRA COSTA has been authorized by the California Department of Transportation (“CALTRANS”), the public agency administering the FEDERAL GRANT FUNDS, to begin expending \$2.9 Million of the FEDERAL GRANT FUNDS for PHASE 1 (as defined in Recital D below) of the PROJECT.

D. The PROJECT is divided into three phases: 1) Planning; 2) Project Approval/Environmental document; and 3) Project Development. The planning phase, includes stakeholder identification and outreach, developing an interagency structure for the process, extensive background research, technical analysis, production of a feasibility study that will examine a broad range of alternatives and result in consensus on a preferred alignment for STATE ROUTE 239, and the development of a project study report based on the preferred alignment identified in the feasibility study (the foregoing items and related planning tasks being referred to herein, as “PHASE 1”).

E. CONTRA COSTA is taking separate action to transfer its obligation to oversee the PROJECT to CCTA, including assigning its rights and obligations under a contract with Parsons Transportation Group Inc. (the “CONSULTANT”), pursuant to which the CONSULTANT will conduct a study to determine the ultimate concept and alignment for State Route 239 (the “CONTRACT”).

F. CCTA is taking separate actions to assume rights and obligations for current PROJECT development activities including entering into the SR239 MOU, and assuming the CONTRACT.

G. CCTA and CONTRA COSTA are entering into or have entered into a Memorandum of Understanding for the PROJECT (the “SR239 MOU”), pursuant to which, among other things, CONTRA COSTA will provide CCTA access to FEDERAL GRANT FUNDS for current and future PROJECT activities, including without limitation, payment for amounts due under the CONSULTANT CONTRACT, and reimbursement to PARTNER JURISDICTIONS for performance of tasks pursuant to this AGREEMENT.

H. CCTA and each of the PARTNER JURISDICTIONS are located within the study area where STATE ROUTE 239 may be constructed and have expressed interest in participating in the collaborative study of STATE ROUTE 239.

I. CCTA has determined that each PARTNER JURISDICTION may be reimbursed from the FEDERAL GRANT FUNDS for eighty percent (80%) of its staff time spent working

on the PROJECT. This determination was made through consultation with CALTRANS.

J. CCTA desires to provide a portion of the FEDERAL GRANT FUNDS to the PARTNER JURISDICTIONS to ensure that the PARTNER JURISDICTIONS' staff are available to work on PHASE 1 of the PROJECT and are reimbursed for their staff time, in accordance with all applicable state and federal regulations.

NOW, THEREFORE, in consideration of the mutual agreements set forth above and the rights and obligations set forth in this AGREEMENT and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, CCTA and each PARTNER JURISDICTION hereby agree to the following:

1. Term. The term of this AGREEMENT shall commence on January 21, 2012 and shall terminate when the CONSULTANT has delivered its final report regarding PHASE 1 of the PROJECT to CCTA. PHASE 1 is anticipated to take approximately two years from start to finish, with an anticipated completion date of January 31, 2014.

2. Reimbursable Expenses. To support PHASE 1 of the PROJECT, each PARTNER JURISDICTION'S staff will work cooperatively with the other PARTIES to perform planning related tasks, including, but not necessarily limited to, the following work: 1) provide data on adopted or pending development plans and policy documents including general plans, specific plans, transportation improvement plans, other infrastructure plans and projects, major development plans, property ownership, and other background data that pertain to the respective PARTNER JURISDICTION; 2) provide technical input and review on potential traffic forecasting models and related analysis for use in the PROJECT, including both land use data and roadway data that are input into the forecasting models; 3) provide technical input and review of potential route alignments (specific paths) that STATE ROUTE 239 could take; 4) assist in developing the method of analysis of the routes; 5) provide input on potential innovative strategies to fund the construction of STATE ROUTE 239, including review of a traffic and revenue study that will estimate the viability of public-private partnerships; 6) assist in the development of a public opinion poll and other methods of public outreach that will be used in the PROJECT; 7) identify potential stakeholders within their jurisdiction for inclusion in the public outreach element of the PROJECT; 8) assist in the technical and policy development of potential institutional structures such as the creation of a Joint Exercise of Powers Agency; 9) advise PARTNER JURISDICTION'S elected officials on the foregoing items and related

matters; and 10) meeting attendance: and 11) advise the other PARTIES on other technical aspects of the PROJECT as needed (the foregoing items and other related tasks being referred to herein, as “PLANNING SUPPORT”).

3. Compensation.

a) Exhibit A attached hereto and incorporated herein by reference sets forth the position description and hourly pay range for each PARTNER JURISDICTION staff person that may be charged for such staff person’s time to perform PLANNING SUPPORT for work on the PROJECT. In compliance with federal funding regulations and pursuant to the requirements of this Section 3, CCTA will reimburse each PARTNER JURISDICTION for eighty percent (80%) of its staff time worked on the PROJECT. Federal regulations require that local jurisdictions match the FEDERAL GRANT FUNDS on a twenty-percent (20%) basis and CCTA and each of the PARTNER JURISDICTIONS agree that twenty percent (20%) of its respective staff time spent on the PROJECT will not be reimbursed from FEDERAL GRANT FUNDS and that such staff time is the responsibility of the respective PARTNER JURISDICTION.

b) CCTA’s reimbursement of a PARTNER JURISDICTION’S staff time will cover eighty percent (80%) of direct salary costs only, per state and federal regulation. Overhead costs are not reimbursable.

c) Each PARTNER JURISDICTION will provide quarterly invoices to CCTA’s project manager, which will include: (i) a summary of work performed; (ii) the identity of personnel who performed the work; (iii) the specific tasks for which the work was performed; (iv) the number of staff hours involved in performing the work for each specified task and the date on which such hours were worked; (v) the hourly rate of pay for each staff person; and (vi) the total amount for which reimbursement is being requested; (vii) a Budget Status Summary Report; and (viii); certification that invoices include a request for reimbursement for no more than eighty percent (80%) of direct salary costs and no overhead costs have been requested for reimbursement.

d) The CCTA project manager will review the invoices and approve them for payment or, if additional documentation or information is required or there are questions regarding an invoice, the project manager will contact such PARTNER JURISDICTION regarding such additional documentation, information or questions.

e) Once CCTA’s project manager has approved the invoice, CCTA will then



make payment to the PARTNER JURISDICTION based on the invoice. CCTA will then seek reimbursement from CALTRANS for such payments to the PARTNER JURISDICTIONS.

f) CCTA's reimbursements to each PARTNER JURISDICTION shall not exceed \$50,000 per PARTNER JURISDICTION and reimbursement will not exceed a cumulative total of \$250,000 to all PARTNER JURISDICTIONS, in the aggregate, as indicated on Exhibit A attached hereto.

4. Changes to Compensation.

a) If CALTRANS reduces the compensation rate at which it will reimburse CCTA, or changes the requirements CCTA must meet in order to receive reimbursement from CALTRANS, CCTA reserves the right to revise this AGREEMENT in accordance with any such changes and CCTA and the other PARTNER JURISDICTIONS agree to amend this AGREEMENT to reflect any such changed requirements. Any revisions will be made in consultation with CCTA and the other PARTNER JURISDICTIONS and pursuant to Section 9 of this AGREEMENT.

b) No earlier than 30 days prior to each anniversary of the EFFECTIVE DATE, a PARTNER JURISDICTION may propose an amendment to any of the information in Exhibit A except for the maximum total reimbursement for the PROJECT, to reflect changes in the staff persons working on PROJECT, including position description, title and hourly pay range. If CCTA agrees to amend the Exhibit A information of a PARTNER JURISDICTION, such amendment will become effective once the PARTNER JURISDICTION has received written approval from CCTA for such Exhibit A amendment, pursuant to Section 9 of this Agreement.

5. Compliance with Laws. CCTA and each of the PARTNER JURISDICTIONS shall comply with all federal and state laws and regulations regarding the work performed and the reimbursements requested, including all federal and state laws and regulations regarding the receipt and use of FEDERAL GRANT FUNDS.

6. Notices. All required or permitted payments, reports, demands and notices may be sent by regular mail or electronic mail. Notices that are mailed by regular mail shall be deemed delivered two (2) business days after deposited in the mail. Notices may be personally delivered and shall be deemed delivered at the time delivered to the appropriate address set forth below. Notices delivered by electronic mail shall be deemed received upon the sender's receipt

of an acknowledgment from the intended recipient (such as by the “return receipt requested” function, as available, return electronic mail or other written acknowledgment of receipt); provided that, if such notice is not sent during normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day of the recipient. Unless and until notified otherwise in writing, a PARTY shall send or deliver all such communications relating to this AGREEMENT to the following address:

Martin Engelmann  
Deputy Executive Director, Planning  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597  
[mre@ccta.net](mailto:mre@ccta.net)

And CCTA shall send all such communications to the following addresses:

Stephen Kowalewski  
Deputy Director  
Contra Costa County Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
(925) 313-2225 phone  
(925) 313-2333 fax  
[skowa@pw.cccounty.us](mailto:skowa@pw.cccounty.us)

Nader Shareghi  
Public Works Director  
Mountain House Community Services District  
230 S. Sterling Drive, Suite 100  
Mountain House, CA 95391  
e-mail address: [nshareghi@sjgov.org](mailto:nshareghi@sjgov.org)

Paul Eldredge  
Assistant Director of Public Works  
City of Brentwood  
708 Third Street  
Brentwood, CA 94513  
e-mail address: [peldredge@ci.brentwood.ca.us](mailto:peldredge@ci.brentwood.ca.us)

Firoz Vohra  
Senior Engineer  
San Joaquin County Public Works Dept.  
1810 East Hazelton Avenue  
Stockton, CA 95205

e-mail address: fvohra@sjgov.org

Andrew Malik  
Director of Development and Engineering Services  
City of Tracy  
333 Civic Center Plaza  
Tracy, CA 95376  
e-mail address: Andrew.malik@ci.tracy.ca.us

7. Records and Audit.

a) *Financial Records.* Each PARTNER JURISDICTION shall maintain true and complete records in connection with the PROJECT, and shall retain all such records for at least thirty-six (36) months after the delivery of the CONSULTANT'S final report regarding PHASE 1 pursuant to Federal Highway Administration requirements.

b) *Reports.* Each PARTNER JURISDICTION shall provide CONTRA COSTA and CCTA with any reports as needed by CONTRA COSTA and CCTA to comply with the terms and conditions of CALTRANS with respect to the FEDERAL GRANT FUNDS. The PARTNER JURISDICTIONS, CCTA, and CONTRA COSTA shall mutually agree upon the format and the content of such reports and the frequency with which the reports shall be provided to CONTRA COSTA and CCTA, as needed.

8. Termination of Agreement. A PARTY may terminate this AGREEMENT at any time by giving written notice of termination to each of the other PARTIES which shall specify the effective date thereof; provided that any notice of termination shall be given at least thirty (30) days before its effective date.

9. Entire Agreement. This AGREEMENT is the entire agreement among CCTA and the PARTNER JURISDICTIONS relating to the subject matter of this AGREEMENT. All PARTIES acknowledge they have not relied upon any promise, representation or warranty not expressly set forth in this AGREEMENT in executing this AGREEMENT. If any provision of this AGREEMENT is void or otherwise unenforceable, the remainder of the AGREEMENT shall continue in full force and effect. Any changes to the terms and provisions of this AGREEMENT or affecting the obligations of the PARTIES set forth in this AGREEMENT shall be by written amendment signed by all PARTIES, except for amendments to Exhibit A, which can be made separately in writing between CCTA and a PARTNER JURISDICTION pursuant to Section 4(b).

10. Severability. Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of a PARTY to enter into or carry out, such decision shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.

11. Waiver. No waiver by a PARTY of any default or breach of any covenant by the other PARTIES shall be implied from any omission to take action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in such waiver and then such waiver shall be operative only for the time and to the extent stated in such waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver of any provision under this AGREEMENT shall be effective unless in writing and signed by the waiving PARTY.

12. JURY TRIAL WAIVER; SPECIFIC PERFORMANCE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR DISPUTE ARISING OUT OF THIS AGREEMENT. The parties hereto agree that specific performance is the only remedy available for a breach of this AGREEMENT.

13. Controlling Law. This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California.

14. Authority. All PARTIES executing this AGREEMENT represent and warrant that they are authorized to do so.

Signatures appear on following pages.

**CONTRA COSTA TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
David E. Durant  
Chair

Attest:

By: \_\_\_\_\_  
Randell H. Iwasaki  
Executive Director

Date: \_\_\_\_\_, 2012

Approved as to form:  
Best Best & Krieger LLP

By: \_\_\_\_\_  
Malathy Subramanian  
Authority Counsel

**CONTRA COSTA COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2012

APPROVED AS TO FORM:  
Sharon Anderson, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Date \_\_\_\_\_, 2012

**CITY OF BRENTWOOD**

SR239 Project (Phase 1 (Planning)) Cooperative Funding Agreement

\_\_\_\_\_  
By: (Name, Title)

Date \_\_\_\_\_, 2012

APPROVED AS TO FORM:

\_\_\_\_\_  
By: \_\_\_\_\_, City Attorney

Date \_\_\_\_\_, 2012

**CITY OF TRACY**

\_\_\_\_\_  
By: (Name, Title)

Date \_\_\_\_\_, 2012

APPROVED AS TO FORM:

\_\_\_\_\_  
By: \_\_\_\_\_, City Attorney

Date \_\_\_\_\_, 2012

**MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT**

\_\_\_\_\_  
By: (Name, Title)

Date \_\_\_\_\_, 2012

APPROVED AS TO FORM:

SR239 Project (Phase 1 (Planning)) Cooperative Funding Agreement

\_\_\_\_\_  
By: \_\_\_\_\_, Legal Counsel

Date \_\_\_\_\_, 2012

**SAN JOAQUIN COUNTY**

\_\_\_\_\_  
By: (Name, Title)

Date \_\_\_\_\_, 2012

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: \_\_\_\_\_, County Counsel

Date \_\_\_\_\_, 2012

**Exhibit A: Payment rates for reimbursement to PARTNER JURISDICTIONS**

<b>Position Description</b>	<b>Hourly pay range (direct costs only, no overhead or other costs)</b>	<b>80% of hourly pay range *</b>	<b>Maximum total reimbursement for PROJECT</b>
<b>County of Contra Costa staff persons:</b>			
1.			
2.			
3.			
Contra Costa County Total			\$50,000.00
<b>City of Brentwood staff persons:</b>			
1.			
2.			
3.			
Brentwood Total			\$50,000.00
<b>Mountain House Community Services District staff persons:</b>			
1.			
2.			
3.			
Mountain House Total			\$50,000.00
<b>San Joaquin County staff persons:</b>			
1.			
2.			
3.			
San Joaquin County Total			\$50,000.00
<b>City of Tracy staff persons:</b>			
1.			
2.			
3.			
Tracy Total			\$50,000.00
		<b>Combined Total</b>	<b>\$250,000.00</b>

\* -- CCTA will reimburse PARTNER JURISDICTIONS for eighty percent (80%) of their respective employee's hourly rates, which is the rate at which CCTA will be reimbursed with FEDERAL GRANT FUNDS, as set forth in more detail in this AGREEMENT.



CCTA AGREEMENT ###.###.###  
MEMORANDUM OF UNDERSTANDING  
Between  
THE CONTRA COSTA TRANSPORTATION AUTHORITY  
AND  
THE COUNTY OF CONTRA COSTA  
  
FOR THE  
STATE ROUTE 239 PROJECT  
(State Transportation Improvement Program ID: CC070019)  
AND  
ASSOCIATED FEDERAL FUNDING VIA  
SAFETEA-LU Projects #1930 and #464

This MEMORANDUM OF UNDERSTANDING (referred to herein as this "MOU"), is effective as of January 28, 2012, is between the Contra Costa Transportation Authority, a local transportation authority, (hereinafter referred to as "CCTA"), and the County of Contra Costa, a political subdivision of the State of California (hereinafter referred to as "COUNTY").

**RECITALS**

- A. In 1985, the California Department of Transportation ("CALTRANS") finalized the concept for the development of State Route 239 in Eastern Contra Costa County.
- B. COUNTY secured funding under the *2005 Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users*, in the *High Priority Program* (\$4 Million Project #1930) and *Transportation Improvements Program* (\$10 Million Project #464) (collectively, "FEDERAL FUNDING") to study, plan and design, and construct State Route 239 (the "PROJECT").
- C. COUNTY and Parsons Transportation Group Inc. ("CONSULTANT") entered into that certain Consulting Services Agreement dated May 10, 2011 (the "AGREEMENT") to conduct the planning phase ("PHASE 1") of the PROJECT to determine the ultimate concept for the PROJECT.
- D. COUNTY has requested that CCTA assume responsibility for PHASE 1 of the PROJECT and all future activities related to the study and construction of the PROJECT.
- E. CCTA has agreed to assume responsibility for PHASE 1 of the PROJECT and all future activities related to the study and construction of the PROJECT.
- F. CCTA and COUNTY are entering into, or have entered into that certain Cooperative Funding Agreement (SR239 Project – Phase 1 (Planning)) (the "COOP AGREEMENT"), among County, San Joaquin County, the City of Brentwood, the City of Tracy, and Mountain House Community Services District, as partner jurisdictions, and CCTA, pursuant to which CCTA will manage the partner jurisdictions work on PHASE 1 of the PROJECT.

- G. COUNTY is taking action to assign all of its rights and obligations under the AGREEMENT to CCTA, and CCTA is taking action to assume all of COUNTY's rights and obligations under the AGREEMENT by way of an assignment and assumption agreement (the "ASSIGNMENT").

## **UNDERSTANDING**

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, COUNTY and CCTA hereby agree as follows:

1. Purpose and Scope. COUNTY and CCTA desire to complete PHASE 1 and subsequent PROJECT development phases as informed by PHASE 1 and as dictated by requirements related to FEDERAL FUNDING secured by COUNTY. The purpose of this MOU is to establish the apportionment of the respective duties between COUNTY and CCTA as they relate to current and future development of the PROJECT.
2. Responsibilities of COUNTY and CCTA.
  - A. COUNTY agrees:
    - i. To execute the ASSIGNMENT conveying its right, title and interest in the AGREEMENT from COUNTY to CCTA;
    - ii. To cooperate fully in the transfer of PHASE 1 responsibilities to CCTA and facilitate CCTA access to FEDERAL FUNDING by way of transfer of all associated digital and paper files and through any communication and administrative action deemed necessary by either party, including those administrative actions necessary to de-obligate remaining FEDERAL FUNDING from COUNTY and re-obligate the same to CCTA;
    - iii. To provide local match funding required under rules associated with FEDERAL FUNDING for both the existing AGREEMENT and for staff time expenses incurred by CCTA in performing PHASE 1 work on the PROJECT; provided, that such local match will not exceed \$1.45 million (such funds, the "AGREEMENT LOCAL MATCH FUNDS");
    - iv. To cooperate fully and facilitate any actions or communication with CALTRANS and the Metropolitan Transportation Commission necessary to transfer PROJECT responsibilities to CCTA;
    - v. To participate fully in the conduct of PHASE 1 and subsequent PROJECT phases as a stakeholder pursuant to the COOP AGREEMENT and otherwise;
    - vi. To cooperate fully in facilitating CCTA access to any additional

FEDERAL FUNDING needed for PHASE 1 and/or to fund future PROJECT development phases;

- vii. To cooperate fully in any required accounting activities for current and future expenditure of FEDERAL FUNDING;
- viii. To assist CCTA with any reporting and documentation necessary to advance the PROJECT;
- ix. To cooperate fully with implementation of the recommendations of PHASE 1 and any future PROJECT development phases; and
- x. To cooperate fully with CCTA in identifying local match funding for future PROJECT phases.

B. CCTA agrees:

- i. To execute the ASSIGNMENT accepting right, title, interest, and obligations in and under the AGREEMENT;
- ii. To cooperate fully and undertake any administrative actions necessary to ensure availability and continuity of FEDERAL FUNDING for the PROJECT, including without limitation, submission of all reports and data COUNTY requires to comply with FEDERAL FUNDING requirements, preparation of letters to the Metropolitan Transportation Commission, CALTRANS, and the Federal Highway Administration;
- iii. To invoice COUNTY for local matching funds required under rules associated with FEDERAL FUNDING for the AGREEMENT;
- iv. To administer the COOP AGREEMENT and perform its obligations thereunder;
- v. To cooperate fully in any required accounting activities for current and future expenditure of FEDERAL FUNDING;
- vi. To cooperate fully and facilitate any actions or communication with CALTRANS or the Metropolitan Transportation Commission necessary to accept PROJECT responsibilities from COUNTY;
- vii. To implement the recommendations of the PHASE 1 report and study as produced by CONSULTANT;
- viii. To recognize COUNTY as a PROJECT stakeholder;
- ix. To assume responsibility for the conduct and funding of all PHASE 1 activities and all future PROJECT development activities from the date of this MOU forward;
- x. To include in all consultant, planning, design construction,

construction management and related contracts for the PROJECT, provisions requiring the consultants, contractors, construction managers and any other contract party to provide insurance and indemnification naming COUNTY, its, officers, employees, agents and representatives to the same extent as provided to CCTA; and

- xi. To cooperate fully with COUNTY in identifying local match funding for future PROJECT phases.

3. Mutual Indemnification.

Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CCTA and/or its agents, under or in connection with any work, authority, or jurisdiction conferred upon CCTA under this MOU. CCTA hereby agrees to indemnify, defend, assume all liability for and hold harmless COUNTY and its officers, employees, agents and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), environmental claims or bodily and/or personal injuries or death to any persons (collectively, "CLAIMS"), arising out of or in any way connected to the negligence or willful misconduct of CCTA, its officers, agents or employees in connection with or arising from any of its activities pursuant to this MOU. The foregoing obligation of CCTA to indemnify, defend, assume all liability for and hold harmless COUNTY and its officers, employees, agents and representatives does not apply to any CLAIMS caused by the sole negligence or willful misconduct of COUNTY.

Neither CCTA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents, under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this MOU. COUNTY hereby agrees to indemnify, defend, assume all liability for and hold harmless CCTA and its member agencies, officers, employees, agents and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), environmental claims or bodily and/or personal injuries or death to any persons, arising out of or in any way connected to the negligence or willful misconduct of COUNTY, its officers, agents or employees in connection with or arising from any of its activities pursuant to this MOU. The foregoing obligation of COUNTY to indemnify, defend, assume all liability for and hold harmless CCTA and its member agencies, officers, employees, agents and representatives does not apply to any CLAIMS caused by the sole negligence or willful misconduct of CCTA.

4. MOU Modification. This MOU may be modified only by the written approval of the legislative bodies of both parties.

5. MOU Termination; Default. A. Term. Unless terminated earlier, this MOU will terminate immediately after both parties complete their respective responsibilities as listed above, except for any provisions relating to indemnification and insurance, which shall survive termination of this MOU; provided, that this MOU will terminate once all FEDERAL FUNDING has been expended.  
  
B. Default. If either party fails to perform as specified in this MOU, either party may terminate this MOU for cause. Termination shall not occur unless the party alleging a failure of performance serves a written notice of default on the Deputy Director (in the case of an alleged default by COUNTY), or the Executive Director (in the case of an alleged default by CCTA), setting forth the manner in which the other party is allegedly in default. If the defaulting party does not cure the breach within sixty (60) days after receiving the written notice of default or, if the alleged default is not capable of cure within 60 days, such longer period as may be required to cure the breach, the non-defaulting party may terminate this MOU for cause. If either party terminates this MOU, CCTA will be entitled to payment from COUNTY of remaining AGREEMENT LOCAL MATCH FUNDS that have not been previously expended, and which are due to CCTA as reimbursement for its payments made to CONSULTANT pursuant to the AGREEMENT for PHASE 1 work and for CCTA staff time and expenses incurred in performing PHASE 1 work on the PROJECT; provided, that COUNTY is not obligated to pay more than \$1.45 million in AGREEMENT LOCAL MATCH FUNDS in the aggregate as provided in Section 2(A)(iii), whether such payments are to CONSULTANT, CCTA or otherwise. Notwithstanding the foregoing, CCTA may terminate this MOU or stop work on this MOU at any time, if in its sole discretion it determines, that there is inadequate funding to complete and/or close out either PHASE 1 and/or subsequent PROJECT development phases.
6. Counterparts. The parties hereto recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.
7. Construction. The section headings and captions of this MOU are, and the arrangement of this instrument is, for the sole convenience of the parties to this MOU. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this MOU. This MOU will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this MOU and their respective counsel have read and reviewed this MOU and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply to the interpretation of this MOU. The recitals of this MOU are, and will be enforceable as, a part of this MOU.
8. No Third Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this MOU or as a result of any action or inaction of any party pursuant to this MOU.
9. Governing Law and Venue. This MOU will be governed and construed in accordance with California law. The venue of any litigation pertaining to this MOU will be in Contra Costa County, California.

10. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject of this MOU. Any representation or promise of the parties relating to PHASE 1 and/or subsequent PROJECT development activities shall not be enforceable unless it is contained in this MOU or in a subsequent written modification of this MOU executed by all the legislative bodies of both parties.

Signatures appear on following pages.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF CONTRA COSTA

CONTRA COSTA TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_  
Mary N. Piepho  
Chair

By: \_\_\_\_\_  
David E. Durant  
Chair

Attest:

Attest:

By: \_\_\_\_\_  
David Twa  
Secretary

By: \_\_\_\_\_  
Randell H. Iwasaki  
Executive Director

Approved as to form:  
Sharon L. Anderson, County Counsel

Approved as to form:  
Best Best & Krieger LLP

By: \_\_\_\_\_  
Eric S. Gelston  
Deputy County Counsel

By: \_\_\_\_\_  
Malathy Subramanian  
Authority Counsel

**To: Board of Supervisors**

**From: Legislation Committee**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: 2012 Federal State Legislative Platforms and 2011 Year-End Reports**

**RECOMMENDATION(S):**

1. ACCEPT the Year-End reports on the County's 2011 federal and state legislative programs.
2. ADOPT the Contra Costa County 2012 Federal and State Legislative Platforms.
3. DIRECT the County Administrator to return to the Board of Supervisors as necessary to update the County's legislative platforms to reflect intervening legislative actions and final Army Corps of Engineers' project capacity figures.
4. DIRECT the County Administrator to review legislation to identify bills that affect the County's adopted legislative platforms and to recommend appropriate positions on specific bills for consideration by the Board of Supervisors.
5. AUTHORIZE Board members, the County's federal and state legislative representatives and the County Administrator, or designee, to prepare and present information, position papers and testimony in support of the 2012 Federal and State Legislative Platforms.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: L. DeLaney, (925) 335-1097**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc:



## **FISCAL IMPACT:**

No direct impact to the County from the acceptance of the year-end reports and adoption of the platforms.

## **BACKGROUND:**

Each January, the County Administrator submits Year-End reports to the Board of Supervisors on the County's Federal and State Legislation Programs for the prior year. At the same time, the Board also considers its Legislative Platforms for the upcoming year.

Year-End reports were prepared by the County's federal advocates, Alcalde & Fay--represented by Mr. Paul Schlesinger, as well as by the County's state advocates, Nielsen Merksamer--represented by Ms. Cathy Christian and Mr. James Gross. Staff of the CAO's office, Ms. Lara DeLaney, and staff of the Department of Conservation and Development, Mr. John Greitzer and Mr. John Cunningham, provided input into the development of the Year-End Reports and the Legislative Platforms.

The Legislation Committee reviewed the Draft 2012 Federal and State Platforms at their meeting on November 21, 2011 and recommend that the Board of Supervisors adopt the Proposed Platforms, as amended. The Transportation, Water, and Infrastructure Committee of the Board of Supervisors also reviewed and approved the transportation sections of the Proposed 2012 Federal and State Platforms. 2011 FEDERAL LEGISLATIVE PROGRAM  
YEAR-END REPORT

After several very successful years with our federal efforts, during which time over \$87 million in funding was secured working with our congressional delegation for projects specifically requested by the County, in 2011 a congressional moratorium on earmarks, in conjunction with an increasingly partisan environment that impeded consideration of authorizing legislation, conspired to limit our ability to realize appropriations successes commensurate with those of previous years.

Congress' self-imposed moratorium on earmarks affected our efforts to secure funding for our Appropriations agenda, which was as follows:

• Delta LTMS-Pinole Shoal Management - \$2.5 million • Safe and Bright Futures for Children Exposed to Domestic Violence - \$400,000 • Mt. Diablo Mercury Mine Clean-up - \$483,000 • Lower Walnut Creek - \$600,000 • Grayson and Murderer's Creeks - \$600,000 • CALFED Levee Stability Improvement Program - \$20 million • Suisun Bay Channel/New York Slough Maintenance Dredging - \$5.275 million • San Pablo Bay/Mare Island Strait/Pinole Shoal Dredging - \$5.4 million • San Francisco to Stockton Ship Channel Deepening - \$1.8 million • County's VHS Public Safety Radio System - \$1,063,200 • State Route 4/Old River Bridge Study - \$1 million

Of these projects, \$2.715 million was ultimately provided for Suisun Bay Channel, with an additional \$3.402 million for San Pablo Bay/Mare Island Strait. These projects were specifically funded because they were included in the Administration's budget request for the year.

We would note that our House Delegation did everything we asked of them to implement a strategy designed to secure funding for the Mt. Diablo Mercury Mine clean-up project through a programmatic/non-earmark provision that would not have been site-specific but – we believe – would have yielded the same result. Unfortunately, the House Appropriations Committee did not accede to our Delegation's collective request.

In addition to funding projects requested by the Administration, the final Appropriations bill for FFY 2012, enacted on December 23, 2011, included unencumbered funding for each of the primary Army Corps of Engineers' accounts, along with instructions on the types of projects the money should be used for in their 2012 workplan. In the days ahead, our federal advocates hope to work with County staff, the Army Corps District office, and our Congressional Delegation to determine a strategy for securing some of these funds for one or more of our earmark requests. The Army Corps workplan for FFY '12 must be submitted to Congress the week of February 6, 2012.

The widely-noted inability of Congress to move important legislation in 2011 extended to two major infrastructure reauthorization bills; reauthorization of the nation's surface transportation programs, and reauthorization of programs and projects of the Army Corps of Engineers. It is quite possible, particularly with regard to the highway/transit legislation, that this bill could be enacted during the year ahead. Our needs, with regard to both bills, have been articulated to our Members of Congress and the pertinent committees, and we would continue to hope (and work to assure) that they are reflected in any such bills that might move forward in the months ahead.

While a major impediment to a surface transportation reauthorization bill in 2011 was the inability to identify sufficient revenues to fund these programs at an amount reflecting the nation's needs (the current user fee structure is

insufficient to fund the program at even current levels), the WRDA bill, which does not actually contain spending authority, is hung up on what such a bill would look like absent earmarks. Unlike virtually all other federal programs, Congress has traditionally dictated which specific Army Corps projects are studied and then, pending the outcome of such studies, which specific projects proceed to construction. So, the conundrum facing Congress gets to the very essence of how our nation's water resource programs should work absent earmarking.

Substantial time was invested in 2011 on the County's efforts, often in conjunction with the Delta Counties Coalition, to protect our interests with regard to the use of Delta resources and assure the protection of the Delta. Our federal advocates worked regularly with County officials and staff to develop and implement a strategy for furthering our interests. While this entailed interfacing with our Congressional delegation and their staffs, it included as well, working with pertinent authorizing and appropriations subcommittees of the Senate and House. The effectiveness of the County's and the DCC's efforts to secure the support of our House delegation was manifested by the vigor and persistence they demonstrated during the November visit of the DCC to Washington, and in their efforts relating to assuring our fair treatment by, and involvement in, the Bay Delta Conservation Plan. As this is being written, we are working with Senator Boxer's office, following up on the Senator's commitment to make inquiries on the matter directly with Governor Brown.

Our federal advocates helped to coordinate the schedules and prepare documents relating to the trips to Washington by the DCC in February and November of 2011. Those trips were certainly critical in securing the level of support from the Delegation which we have enjoyed on this most vital issue of importance to the County and the region.

Similarly, our advocates were pleased to help coordinate the trip to Washington, D.C. in March of this year by County Supervisors and senior staff. This trip was helpful to the County, to those in our Delegation and elsewhere on the Hill, and in federal agencies to whom our County officials articulated County needs and learned of ways in which the federal government might assist in helping to assure that these needs are met.

One such program in which the County has a particular interest is the Second Chance Act (which funds an adult offender reentry program). Our federal advocates assisted the County in advocating for federal funding for this program in FY '12. The Senate had proposed eliminating all funding for the Second Chance Act, while the House had included \$70 million in its bill. Along with strong advocacy efforts of other supporters of the program, the County's work resulted in the inclusion of \$63 million in FY '12. As a result, we anticipate that the County will again seek a grant from this program in the coming months.

In addition to the above-mentioned legislative activity and the business of the Legislation Committee throughout the year, at its September 26, 2011 meeting, the Legislation Committee reviewed a request from the Alcohol and Other Drugs Advisory Board to consider recommending that the Board of Supervisors support H.R. 707, the "Drug Testing Integrity Act of 2011," introduced by Congressman Engel. While supportive of the intent of the bill, the Committee noted that the Federal Platform did not contain a policy to support a position on this bill. Moreover, as the bill was not directly related to the programs or services of Contra Costa County or its priorities, they declined to send it on to the Board of Supervisors for action but, instead, referred the matter to staff to follow-up with the National Association of Counties.

Finally, at its November 21, 2011 meeting, the Legislation Committee received a request from a citizen to consider including a policy in its platform related to supporting federal funding for strengthening and seismically retrofitting active rail structures and track within Contra Costa County. The Committee referred this matter to staff for further consideration.

**PROPOSED 2012 FEDERAL LEGISLATIVE PLATFORM** Each year, the Board of Supervisors adopts a Federal Legislative Platform that establishes project priorities and policy positions with regard to potential federal legislation and regulation. The Proposed 2012 Federal Legislative Platform includes 13 requests for FFY 2013 federal appropriations or grants; 4 requests for the reauthorization of the federal transportation act; and 5 requests for the reauthorization of the Water Resources Development Act. The Proposed 2012 Federal Legislative Platform is included as Attachment A.

Due to the ban on federal earmarks that was implemented for FFY 2011, staff is skeptical that appropriations for specific projects will be included in budget bills for FFY 2013. However, our federal advocate, Paul Schlesinger of Alcalde & Fay, detects dissatisfaction among congressional members, including newer Republicans, about the ban. Therefore, while it is unlikely that appropriations requests will be considered in budget bills for FFY 2012 and 2013, that does not mean we should not prepare for such an eventuality - should the opportunity arise.

In addition, if there is another short-term extension for the federal transportation bill this year or if a two-year bill (as advocated by Senator Boxer) is passed, Congress could start work some time in 2012 on a longer-term reauthorization bill that could include earmarks, and the County should be prepared for that.

Therefore, our advocate recommends that the County identify specific projects, whether transportation or otherwise, that help tell our Delegation what our federal needs are, help us identify specific federal programs for which we need to seek program increases or, at least, protect against cuts, and help the County look for federal grants to address the specified needs.

One thing, aside from generalized pent-up frustration among many Members that could drive review of/return to earmarks, is the Army Corps of Engineers' reauthorization bill, WRDA (the Water Resources Development Act). By its very nature, and for many decades (going back to the early 19th century for a lighthouse in Virginia), Congress has specified specific water projects. Unlike the nation's transportation programs, in which only a very small percentage of the federal money is designated for specific projects by Congress, Congress has authorized for study and then for construction specific Army Corps projects. Unlike transportation or housing or education, Army Corps money does not generally go to states or local governments in discretionary grants or by some formula. Projects are first authorized and then money is allocated, on a project-by-project basis, for projects which are carried out by the Corps itself. And while Army Corps can choose among its authorized projects to determine which get funded each year, there is simply no current mechanism for determining which projects are authorized, except by Congress.

In summary, our advocate suggests that we should not count out all earmarks for next year, and regardless of whether there are earmarks or not, he recommends that specifying specific County needs is a useful exercise. Thus, staff reviewed prior year Appropriation Requests, made adjustments as needed, and recommended a list of priorities to the Legislation Committee. The Legislation Committee at its November 21, 2011 meeting made amendments to the list and recommends that the Board approve the FFY 2013 Appropriations Requests contained in Attachment A.

Notable Changes from the 2011 Federal Platform for FFY 2013 Appropriations Requests include the following: • Reprioritization of 2011 project #5 “Grayson and Murderer’s Creeks (Walnut Creek Basin)” to #13. The Army Corps has nearly completed their analysis of a number of detention basin alternatives. They prepared benefit cost ratios (b/c ratios) for a few alternatives, but ran out of federal funds before looking at the rest of the alternatives or completing their planning report. Of the six detention basin alternatives, most came out with b/c ratios near 1, meaning they were justified, but not to a level that would get federal funding for construction. The Corps intended to next look at a number of ‘conveyance options’, but ran out of federal funds. Whether this study continues (using 100% local funds) to include conveyance options depends on the future direction from the South Pleasant Hill Ad-hoc Task Force. (p. 4) The Legislation Committee recommended that this project be prioritized lower in the 2012 Platform. • Add project #4: “Bay-Delta Area Studies, Surveys and Technical Analysis” – \$2,500,000 appropriation for the Delta Counties Coalition to carry out technical analysis and planning associated with participation in the Bay-Delta Conservation Plan (BDCP) or implementation of any projects resulting from the Plan. The technical analysis and planning will focus on issues related to the planning of water delivery projects and conservation plans that are included in the BDCP. This funding requested is supported by the Delta Counties Coalition. (p. 2) The Legislation Committee directed staff to prioritize the request at a higher level than presented in the Draft 2012 Platform at #13.

- Add project #12: “Knightsen/Byron Area Transportation Study” - \$300,000 appropriation to re-evaluate the Circulation Element of the County General Plan (GP) to improve its consistency with the Urban Limit Line (ULL) and related policies that ensure preservation of non-urban, agricultural, open space and other areas identified outside the ULL. (p. 4) Notable Changes from the 2011 Federal Platform to Reauthorization of Transportation Act Requests: (p. 4-6) • Change the amount for project #1 “Vasco Road Safety Improvement Project” from \$30 M to \$18 M.

- Add project #1b: “Vasco Road Safety Improvement Project Continuation -- \$30 million for improvements to the remaining 9 miles of accident-prone sections of Vasco Road. • Add text change to #2 “North Richmond Truck Route,” to allow for “or other alternate access improvements.”

- Add text change to #3 “Eastern Contra Costa Trail Network,” to include “facilities and projects improving access to existing or planned transit stations.”

- Add project #4: “eBART Extension Next Phase Study/Environmental and Engineering” -- \$10 million for environmental review and engineering work on the project identified in the Bay Area Rapid Transit District’s (BART) eBART Next Segment Study in eastern Contra Costa County.

- Add support for the following program: “Highway Bridge Program” – The County supports the continuation of the Highway Bridge funding program that will provide funds for rehabilitating and replacing our aging bridges. Notable Change from the 2011 Federal Platform to Reauthorization of Water Resources Development Act (WRDA) Requests: (p. 7-8) • Reprioritize list by adding a new #1 request: “Army Corps Vegetation Policy” – Proposed amendments to 1996 Water Resources Development Act, Section 202: Flood Control Policy, (g) Vegetation Management Guidelines include the following: Engineering Technical Letter 1110-2-571 is suspended until that time a new policy is adopted. The policy guidelines shall be revised in accordance with the following: (A) Levee vegetation management guidelines

shall represent regional variations based on a process that includes consultation with federal and state resource agencies, and preparation with local and state flood control agencies and corps districts. (B) Guidelines must undergo independent peer review which evaluates the structural and natural resource functions of vegetation on levees and the risks and benefits to the levee structure. (C) Guidelines and exemptions to them shall provide for protection of riparian and aquatic resources, reduction of costs and other community impacts in balance with public safety. (D) Existing projects in which the Corps has integrated vegetation into levees and floodwalls to meet project objectives and regulatory requirements shall be exempt from the guidelines.” Notable Changes from the 2011 Federal Platform to Appropriations and Grant Support Positions: (p. 9-10) • Delete reference to specific amount for the East Bay Regional Communications System (EBRCS) project. • Minor text change to the “Energy Efficiency & Conservation Block Grant (EECBG) Program” to allow support for funding above the amount authorized in 2007. • Delete reference to specific year for the “Regional Habitat Planning and Conservation” funding. • Delete support for the “San Francisco LTMS” project, as there has been no advocacy support requested of the County in several years. • Delete the amount of the bill for the “Delta National Heritage Area.” The amount in the bill has been subject to change, and the County supports the maximum amount of federal funding for an NHA that can be provided. Notable Changes from the 2011 Federal Platform to Policy Positions:

a. Affordable Housing and Homeless Programs (p.11) • Text change to add support for full funding for HUD homeless assistance programs and funding for full implementation of the Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009. • Text change to delete McKinney Vento reauthorization support, as the bill has been reauthorized and there is a slightly expanded definition of homelessness in the bill. • Text change to support the "National Affordable Housing Trust Fund." b. Child Care (p.12) • Text change to add information about Contra Costa County impact. c. Community Development Block Grant and HOME Programs (p.13) • Text changes to include “CDBG formula funding has declined by 25 percent since FY 2004 while the HOME program’s funding has declined by 15 percent during the same period. Furthermore, Congress has proposed to cut the percentage of the County’s CDBG entitlement grant that it can allocate for administering the program from 20 percent to 10 percent.”

• Text change to include “The County will continue to vigorously oppose proposed cuts in these vital community development programs and opposes the proposal to reduce CDBG funds available to the County to administer the CDBG program.” d. Public Housing Programs (p.16-17)

Complete re-write of these policies to include the following: • The County will support legislation that results in the transformation of existing programs to improve their effectiveness and efficiency, in tandem with the design of new and innovative responses, both to build upon recent progress and address outstanding issues. The County will support legislation to protect the nation’s investment in Public Housing: • Enact affordable housing industry proposal to allow public housing agencies (PHAs) to voluntarily convert public housing units to Section 8 project-based rental assistance in order to preserve this vital component of the national infrastructure; • Oppose the Administration’s proposal to impose a \$1 billion offset against the operating reserves of responsible, entrepreneurial PHAs; • Support the revitalization of severely distressed public housing units; • Address safety and security concerns connected to drug-related crime; • The County will support legislation to preserve vital community and economic development programs: • Fully fund the Community Development Block Grant Program in order to create and save jobs, revitalize local economies, and support critical services for vulnerable populations; • Maintain funding for HUD’s cost-effective economic development tools.

The County will support legislation to strengthen and simplify the Section 8 Rental Assistance programs: • Provide adequate funding for Housing Assistance Payment contract renewals and ongoing administrative fees; • Enact the Section Eight Voucher Reform Act (SEVRA); • Implement overdue regulatory and administrative revisions that ensure the efficient use of program funds.

The County will support legislation to expand Affordable Housing Opportunities and combat homelessness

• Fully fund the Home Investment Partnerships Program and HUD’s homeless assistance programs. • Capitalize the Housing Trust Fund through a revenue-neutral approach. • Preserve and strengthen the Low Income Housing Tax Credit Program.

The County will support legislation to foster innovation, increase efficiency, and streamline the regulatory environment

• Promote reasonable and flexible federal oversight. • Incentivize green building and increased Energy Efficiency. • Support HUD’s ongoing transformation efforts. • Ensure that HUD releases and distributes federal funding in a timely manner. • Eliminate statutory and regulatory barriers that prevent PHAs and redevelopment authorities from accessing federal programs they are qualified to administer. e. Second Chance Act (p. 18) • Text change to add support for this program: “The County will advocate to support funding for the Second Chance Act, which helps counties address the growing population of individuals returning from prisons and jails. Despite massive increases in corrections spending

in states and jails nationwide, recidivism rates remain high: half of all individuals released from state prison are reincarcerated within three years. Here in California, unfortunately, the recidivism rate is even higher. Yet there is reason for hope: research shows that when individuals returning from prison or jail have access to key treatments, education, and housing services, recidivism rates go down and the families and communities they return to are stronger and safer. The Second Chance Act ensures that the tax dollars on corrections are better spent, and provides a much-needed response to the "revolving door" of people entering and leaving prison and jail." f. Supplemental Nutrition Assistance Program (SNAP) (p. 18) • Text change to delete bullet related to increasing administrative matching funds. g. Workforce Investment Act (WIA) Reauthorization (p. 20) • Text change to amend the year to reflect possible reauthorization in 2012.

## 2011 STATE LEGISLATIVE PROGRAM YEAR-END REPORT

Following is a description of the major State legislative work undertaken by staff and our state advocates, Nielsen Merksamer, on behalf of the County in the 2011 Legislative session.

### 2011-12 Budget Summary

When Governor Jerry Brown started his first day as California Governor on January 4, 2011, the state was facing a \$25.4 billion deficit. The Governor proposed \$12.5 billion in spending reductions, as well as certain taxes to close the budget gap, including income and sales tax extensions for a special election in June. Other solutions included a Realignment strategy to shift more responsibilities to the county level for public safety and health and human services, and the elimination of redevelopment agencies which would free up property tax dollars for the schools. By February, the Department of Finance reported the deficit had grown to \$26.6 billion and Republicans in the Legislature announced they would not vote for any tax increases and would block efforts to include tax-hike measures on the statewide ballot.

The Governor then declared a state of fiscal emergency and, in March, the Legislature approved and Governor Brown signed into law a series of budget-related measures that reduced the deficit by \$11 billion through spending reductions and other modifications. Deep cuts were made to higher education, child care, health care, cash assistance for low-income children and people with disabilities, and a range of other state services. However the main budget bill (SB 69) was not sent to the Governor as Democrats and Republicans could not agree on how to close the remaining deficit, such as additional reductions, tax extensions, other revenue enhancements, or further program changes.

The Governor's May Revision of the 2011-12 budget projected higher-than-anticipated revenues of \$6.6 billion. The Governor called for an additional \$10.8 billion in spending reductions and other modifications while maintaining that a tax extension or other revenue enhancements would be needed to avoid an "all cuts" budget. The Senate Republicans rejected Governor Brown's plan and in June, the Legislature passed a budget through a majority party-line vote, which the Governor vetoed on the basis that it was not "financeable" and did not present a "balanced solution." Soon after, State Controller John Chiang proclaimed the 2011-12 budget was incomplete and unbalanced by nearly \$2 billion. Since the budget did not meet the requirements of Proposition 58, requiring the state to enact a balanced budget, Legislators could not be paid under the provisions of Proposition 25 as they missed the June 15th deadline for a balanced budget.

By the end of June, a final budget package was agreed upon by the Governor and Democratic members of the Legislature which provided for \$15 billion in cuts, including \$5 billion to health and human services. The Governor also vetoed \$23.8 million in additional expenditures. To close the remaining budget gap without revenue enhancements, \$1.5 billion in triggered cuts was enacted. If an anticipated \$4 billion in projected revenues didn't materialize by the end of the year, there will be further reductions in public safety, health and human services, social services, Medi-Cal programs, and education.

Other budget trailer bills signed by the Governor include legislation to collect use tax from on-line companies (Amazon Tax), impose a fire protection fee on rural property owners, establish a realignment structure for allocating funds, and elimination of redevelopment agencies.

Amazon vowed to fight the tax measure and the Governor negotiated with the company to forge a compromise in order to avoid a costly ballot battle. Under that compromise, the state will delay collecting sales taxes until September 15, 2012 and will give companies like Amazon the time to work on a uniform national law. Amazon also agreed to create 10,000 new full-time jobs in California by 2015.

Senator Ted Gaines (R) led the effort to overturn the fire protection fee on rural property owners. However, referendum backers had to pull the measure when it became apparent they could not collect the 500,000 signatures needed to place it on next year's ballot. Senator Gaines indicated he may try and repeal the fee in the Legislature, but such a proposal would likely have a slim chance.

The Budget provided for a realignment of government services with respect to public safety programs by moving state responsibility for decision-making and budget authority to cities, counties, special districts and school boards. The criminal justice aspect of this realignment shifted to local government responsibility for low level offenders, adult parolees, and juvenile offender inmates. The Department of Finance estimates that Contra Costa County will see an increase of 104 inmates to its average prison population for which the press reports the County will receive approximately \$4.5 million. We understand County law enforcement officials have expressed concern regarding the adequacy of this funding. Although the Governor promised that revenues necessary to implement these realignment programs would be constitutionally guaranteed, the Legislature failed to place a constitutional amendment guaranteeing those revenues on the ballot. As a result, only one year of funding has been appropriated. We are working with the California State Association of Counties (CSAC) to place a constitutional amendment on the 2012 ballot to guarantee these revenues and are legal counsel to the initiative effort as well.

Legislation was introduced in June to eliminate redevelopment agencies and to exempt any redevelopment agency from elimination if it makes specified payments to the state. The June budget agreement between the Democratic members of the Legislature and the Governor was contingent upon \$1.7 billion from redevelopment agencies, and the two measures were signed into law on June 29.

On July 18, the California Redevelopment Association and the League of California Cities filed a lawsuit in the state Supreme Court requesting the Court declare unconstitutional ABX1 26 and ABX1 27, the bills implementing the Governor's redevelopment plan. The Court announced that it would hear the challenge and issued a partial stay regarding the effectiveness of the measures until it could rule on its constitutionality. Oral arguments were heard November 10, 2011 and the Court announced its decision earlier than anticipated, on Dec. 29, 2011. On that date, the California State Supreme Court announced its ruling upholding Assembly Bill ABx1 26 (dissolution of redevelopment agencies), but overturning and invalidating Assembly Bill ABx1 27 (allowing redevelopment agencies to continue with voluntary payments to the State). The Court's bifurcated decision means that all redevelopment agencies will be dissolved under the constitutional Dissolution Act, and none will have the opportunity to opt into continued existence under the unconstitutional Voluntary Redevelopment Program Act. The Court also determined to push back all deadlines in the Dissolution Act by four months. For instance, all redevelopment agencies will be dissolved and their successor agencies will begin to function on February 1, 2012 under the Court's decision (as opposed to the October 1, 2011 deadline specified in the Dissolution Act itself).

Throughout the entire budget process, our advocates, Nielsen Merksamer, remained actively engaged to protect County interests. In addition to the statewide issues affecting county government, they carefully assessed budget proposals to ensure that the County's property tax allocations were protected.

#### Review of 2011 Legislation

The Contra Costa County Board of Supervisors sponsored three measures (one related to the creation of Pension Tier C, another to extend the Double Fine Zone on a portion of Vasco Road, and a bill co-sponsored by CSAC related to transportation impact fees) and took positions on 38 other bills. The County supported 29 measures (one of which was gutted and amended into an unrelated bill--AB 946) of which 17 were signed into law, one was vetoed, and 11 may be carried over into 2012. Of the 12 measures the County opposed (most of which were opposed by local government statewide), four were signed, two were vetoed, one failed passage, and 5 are carryover. It is likely that many of the carryover bills will fail to meet legislative deadlines for passage in 2012.

In addition, we monitored 67 bills to ensure they were not amended to negatively impact the County and 38 bills pertaining to the Delta and water. We remain extremely active in responding to bills affecting the Delta in conjunction with the Delta Counties Coalition.

See Attachment B for a summary of state bills on which Contra Costa County took action in 2011.

#### Review of 2011 Transportation Legislation

The County had notable successes in achieving some of its transportation-related goals in 2011:

AB 147 (Dickinson): Subdivisions was co-sponsored by the County and the California State Association of Counties (CSAC) and was approved by the Governor on September 6, 2011. Prior to passage of AB 147 state law (the Subdivision Map Act) restricted the use of impact fee revenues to improvements on major roads and bridges. AB 147 allows for a broader use of impact fee revenues to include public transit, bikeway, pedestrian and traffic-calming facilities, in addition to major road and bridge projects. Local jurisdictions can now use the fee revenues for any type of transportation improvement that is needed to mitigate the impacts of the new development. CSAC sponsored this measure to provide cities and counties with the tools necessary to build required infrastructure to support infill

development by expanding the allowable uses for transportation mitigation impact fees. These changes are consistent with statewide directives for infill development, transit-oriented development, more compact growth, and complete streets.

AB 348 (Buchanan): Highways: Safety Enhancement-Double Fine Zone was sponsored by the County and provides for the designation of a specified segment of Vasco Road as a double fine zone (DFZ). AB 348 was signed by the Governor on September 20, 2011. Prior authorization to designate the segment a DFZ expired in January 2010. Concerns from Caltrans persisted during the legislative session. However, Contra Costa Transportation Authority (CCTA) supported the bill and with assistance from the Randy Iwasaki, CCTA Executive Director, Caltrans concerns were addressed clearing the way for approval.

AB 710 (Skinner): Local Planning threatened to usurp local policies by prohibiting a city or country from requiring a minimum parking standard greater than one parking space per 1,000 square feet of nonresidential improvements and one parking space per unit of residential improvements for any new development project in transit sensitive areas. The author worked with County staff and the County advocate to craft an amendment that would exempt the Contra Costa Centre/Pleasant Hill and Pittsburg/Bay Point BART station areas. However, the bill ultimately failed to pass the Senate.

After substantial transportation budget gyrations in 2010, the 2011 session was relatively quiet on budget issues. AB 105, by the Committee on Budget, is the transportation budget trailer bill that CSAC supported for several reasons. First, it validated the "gas tax swap" legislation initially passed by the Legislature in March 2010. Recall that the swap repealed the sales tax on gasoline (Prop 42 and spillover) and replaced it with a 17.3-cent increase in the gasoline excise tax (HUTA) and a 1.75 percent increase in the sales tax on diesel, which corresponded to the amount of revenue the sales tax on gasoline was generating at the time the legislation was passed. Due to the passage of Proposition 22 and Proposition 26 this validation was necessary to preserve the state general fund savings agreed to under the swap and continue \$1.5 billion of annual investment for funding state highways, local streets and roads and transit.

AB 105 also included the two technical changes requested by CSAC. The first technical fix extends the use-it-or-lose-it period for expenditure of Prop 1B local streets and roads funds by one year due to previous Highway User Tax Account (HUTA) deferrals. The second technical fix relates to ensuring that Prop 42 provisions, such as, maintenance of effort, use-it-or-lose-it, and limitations on project eligibility types do not apply to the new HUTA funds under the swap. Therefore, all HUTA or gas tax monies (Sections 2103 – 2106) will be treated equally. AB 105 was signed by the Governor on March 24, 2011.

AB 1308 (Miller) attempted to resolve cash flow issues resulting from delays in the distribution of Highway Users Tax Account funds by allowing for continuous appropriation regardless of the status of the state budget. The bill is anticipated to carryover and be readdressed in 2012. AB 1134 (Bonilla) was meant to address the cost of project study report development. The bill was to have locally funded projects reviewed by the Department of Transportation at its expense. The bill is anticipated to carryover and be readdressed in 2012.

**PROPOSED 2012 STATE LEGISLATIVE PLATFORM** Each year, the Board of Supervisors adopts a State Legislative Platform that establishes priorities and policy positions with regard to potential State legislation and regulation. The State Legislative Platform includes County-sponsored bill proposals; legislative and regulatory priorities for the year; and policy issues that provide direction and guidance for identification of bills which would affect the services, programs or finances of Contra Costa County.

In light of the decision by the California Supreme Court regarding the dissolution of Redevelopment Agencies, several policy positions that had been reviewed and amended by the Legislation Committee in November have been further amended by staff and are presented to the Board of Supervisors for its consideration and action. Owing to these changes, as well as to the amendments requested by the Legislation Committee at their November 21, 2011 meeting, the Proposed 2012 State Legislative Platform is presented in a redline version (Attachment C), reflecting changes from the Draft 2012 State Platform, as well as a "clean copy" version (Attachment D).

Notable changes from the 2011 State Legislative Platform include the following:

1. The County-Sponsored Bills have been revised to include two new proposals for 2012: "New Pension Tiers Legislation," and "Retain In Home Supportive Services (IHSS) Savings Through Targeted Program Management." (p. 1-2 of redline copy)

With regard to "New Pension Tiers Legislation," the County is seeking enabling legislation to amend the County Employees Retirement Act of 1937 to allow Tier IV and/or Tier D to apply to each bargaining unit that agrees to implement the new Tier. The County may also seek in legislation, as appropriate, additional general authority for the

County and its Unions to agree to different retirement benefits for future employees for different bargaining units or subgroups, if approved in a Memorandum of Understanding. In addition, the County may also seek, as appropriate, additional general authority for the County and its Unions to agree that employees hired after December 31, 2012 may pay part of the Employer's retirement contributions, if approved in a Memorandum of Understanding.

Note: The Legislation Committee at its November 21, 2011 meeting provided direction to staff with regard to seeking the additional general authority specified above in legislation during 2012, as an appropriate legislative proposal emerges. The Proposed 2012 State Platform also reflects the status of an approved MOU with the DSA with respect to Tier D legislation.

With regard to the legislative proposal for IHSS, it is still undergoing refinement by staff. However, the concept is that Contra Costa County IHSS believes it can save service hours – and thereby costs – through an on-going Target Program Management. By aiming to stay below the “natural growth rate” in hours of 3.2 – 7.5% per year, Contra Costa County IHSS projects that it can achieve annual savings of up to \$2.0 million to the State General Fund during the next five years. Beginning FY 2011-12, Contra Costa County requests that the State share any savings between the projected “natural growth rate” in IHSS service hours and the actual service hours achieved by the County each year, in a share ratio formula to be determined. Savings retained by the County would be kept within the IHSS program, or possibly applied to other endangered safety net programs for seniors – such as Adult Day Health Care, Legal Services and community-based nutrition and transportation programs.

(Further developments in Realignment and the implementation of State Budget trigger cuts could affect the development of this legislative proposal for the County's IHSS program.)

2. The Legislative/Regulatory Advocacy Priorities have been amended as follows: (p. 2-4) • The State Budget priority has been updated to reflect the most current state budget forecast information from the Administration.

- The Delta priority has been updated to indicate that the County may work with the Delta Counties Coalition (DCC) on sponsored legislation related to levee funding and the impacts of Delta plans on local land use authority.
  - The 2011 priority on Redevelopment has been deleted.
  - A priority has been added related to "Constitutional Protections and Realignment Implementation."
3. The Policy Positions have been amendment as follows:

a. Agricultural Issues (p. 5): Text change to 2011 policy #4 to include other invasive species.

b. Elections Issues (p. 9) : Text change to 2011 policy #19 to include rationale for seeking full reimbursement for state mandates imposed on registrars and consideration of having the state pay its pro-rata share of costs.

c. General Revenues/Finance Issues (p. 10-11): • Text change to 2011 policy #32 to delete the reference to opposition to the shift of “additional” redevelopment property tax increment revenues “(beyond what was shifted in ABx1-17).” (This change reflects the California Supreme Court decision on December 29, 2011, upholding the legislative action dissolving redevelopment agencies.)

• Text change to 2011 policy #44 to include support of legislative compliance with "Proposition 22 on an issue-by-issue basis." The qualification to support for Prop. 22 was recommended by the Legislation Committee.

• Addition of policy #50: "SUPPORT legislation that provides constitutional protections and guaranteed funding to counties under Realignment."

d. Human Services Issues (p. 15-17): • Text change to 2011 policy #79 to include supporting efforts to identify and eliminate elder financial abuse or other elder crimes that may be committed through: “powers of attorney, notaries and others who have the right to control elder assets.”

• Text change to 2011 policy #80 to reframe supporting efforts related to IHSS management: “effectively manage the In Home Supportive Services (IHSS) to establish and maintain cost control mechanisms while delivering quality, targeted services and maintaining program integrity. Efforts include, but are not limited to, establishing an IHSS Volunteer Coordination component coupled with the rebalancing of available hours. Retired volunteer social workers and registered nurses could act as local Care Coordinators, enabling IHSS Social Workers to increase their capacity to perform more timely reassessments that would enable the management of available hours and target services to those clients most in need and at risk of institutionalization.”

• Delete 2011 policy #88 related to the mandate on counties for AB 3632, mental health services for special education students, which has been transferred to the schools by the Legislature.

• Text change to 2011 policy #89: SUPPORT efforts by the Contra Costa County's executive directors and program administrators of all Child Care and Development Programs to restore state budget allocations to the FY 2009-10



levels for the California State Preschool Program (CSPP), California Center-Based General Child Care Program (CCTR), CalWORKs Stage 2 (C2AP), CalWORKs Stage 3 (C3AP), Alternate Payment Program (CAPP), Child Care and Development Grant and the Child Care Retention Program (AB 212) e. Indian Gaming Issues (p.17) • Text change to the preamble to indicate that there is now only one casino proposal in West County—in North Richmond. The Point Molate location is no longer viable. f. Land Use/Community Development Issues (p. 18-20) • Text changes to 2011 policy #97 regarding the “establishment” of a CEQA exemption for affordable housing financing.

- Text change to 2011 policy #98 regarding efforts to seek a CEQA exemption for infill development in unincorporated areas.
- Delete 2011 policy #99 regarding a Government Code section related to the supply of affordable housing. Staff indicates that it is somewhat redundant to policy #98. Further, the provisions related to density bonus and inducements to them have been partly achieved, and thus diminish the need for further legislative action.
- Text change to 2011 policy #102 to add: “This issue was partly addressed by SB 450 (Lowenthal), which was vetoed by the Governor in 2011 and will likely be reintroduced in some form.”
- Add policy #103: "If the Supreme Court invalidates the Redevelopment Restructuring Acts of 2011, SUPPORT reform of the existing redevelopment process, as appropriate to consider as part of a budget solution. Specifically, SUPPORT legislation that would give local agencies specific tools for economic development purposes in order to enhance job opportunities, with emphasis on attracting and retaining businesses, and promote smart growth and affordable housing development."
- Add policy #104: OPPOSE legislation that would create substantial uncertainty over the tax allocation bonds issued by redevelopment agencies and possible negative credit impact. g. Law and Justice System Issues (p. 20) • Delete 2011 policy #106: “SUPPORT full funding of the state Juvenile Probation and Camps Funding (JPCF).” This policy is no longer necessary as JPCF is now part of the Local Law Enforcement Services (LLESAs) pot that is guaranteed under Realignment. State Sales Tax and VLF shortfalls will degrade Realignment allocations while LLESAs will be preserved. The overarching issue is the Constitutional Amendment to guarantee continued Realignment funding.
- Delete 2011 policy #107: 3. SUPPORT Adult Probation Funding that would provide State funding for adult probation services to enhance public safety and provide realistic opportunities for the rehabilitation of probationers." This was accomplished with Public Safety Realignment, though our County received insufficient revenues. The Legislative Priority related to Realignment focuses on efforts to change the statewide allocation formula and increasing the overall pot of funds for counties because the state underestimated what counties would need to provide these services/capacity at the local level and the formula is inequitable.
- Delete 2011 policy #109: SUPPORT legislation that removes the sunset of Vehicle License Fees designated for law enforcement agencies that are currently set to expire on June 30, 2011." This issue has been replaced by the need for a Constitutional Amendment to protect our Realignment revenue. Realignment did not extend the temporary sales tax and VLF increases that expired June 30, 2011 but, instead, reallocated \$6.5 billion of state sales tax and state and local VLF for the purposes of 2011/12 Realignment. There is no guarantee of realignment funding beyond 2011/12, only a promise.
- Add policy #107: “OPPOSE legislative proposals to realign additional program responsibility to counties without adequate funding and protections.”
- Add policy #108: “OPPOSE legislation that would shift the responsibility of parolees from the state to the counties without adequate notification, documentation and funding.”
- Add policy #109: “SUPPORT legislation that will help counties implement the 2011 Public Safety Realignment as long as the proposal would: provide for county flexibility, eliminate redundant or unnecessary reporting, and would not transfer more responsibility without funding.” h. Levee Issues, Sacramento-San Joaquin Delta Issues (p. 21-24) • Add policy #111: “SUPPORT legislation that requires the levee repair funds generated by Proposition 1E be spent within one year. Many public agencies, including reclamation districts charged with maintaining levees, have complained about the state’s inaction in allocating and distributing the levee funds that were raised by the bond sales authorized by Proposition 1E in 2008. Legislation could require the immediate distribution of these funds to local levee projects. The Delta Reform Act of 2009 authorized over \$202 million for levee repairs. It has been difficult to obtain explanations from the state as to why these funds are not being distributed.”
- Add policy #112: “SUPPORT legislation to amend California Water Code Section 12986, to maintain the state/local funding ratio of 75/25 for the state’s Delta Levees Subventions Program, which provides funds for local levee repair and maintenance projects. The code provisions that have the state paying 75 percent of project costs will expire on

July 1, 2013. At that time the matching ratio will change to 50/50. This means local reclamation districts will have to pay a larger portion of project costs (50%, compared to their current 25% requirement). Many districts do not have the funding to do so. This legislative request could also include direction that the Delta Levees Subventions Program should continue to use funds from bonds or other dedicated sources, rather than the state's General Fund. For the past several years the program has been funded from bonds. When these bond funds run out, the program will have to be funded from the General Fund, unless some other new dedicated funding source is established. This is something that should be included in the next Water Bond, if and when there is one."

- Add policy #115: "SUPPORT legislation to amend California Water Code Section 85057.5 to bring the Delta Stewardship Council's "covered actions" land-use review process into consistency with CEQA."

i. Transportation Issues (p. 26) • Text change to 2011 policy #199 to add to important regional transportation projects "that benefit the state and local road system...."

- Text change to 2011 policy #123 to add the words "regulated," "roads," and "joint use facilities."

- Delete 2011 policy #126 regarding the reauthorization of Vasco Road as a Double Fine Zone. A bill to this effect was signed by the Governor in 2011.

j. Waste Management Issues (p. 26) • Add policy #132: "SUPPORT legislation that seeks to remedy the environmental degradation and solid waste management problems on a State-wide basis of single-use plastic bags typically given away for free at grocer, retail and other establishments."

- Add policy #133: "SUPPORT legislation that does not require increased diversion from landfills without out an adequate funding mechanism." • Note that policy #134 is not new. It was mistakenly omitted by staff during the development of the Draft 2012 State Platform.

#### **CONSEQUENCE OF NEGATIVE ACTION:**

Without adopted legislative platforms, the legislative priorities and policies of the Board of Supervisors would not be established and communicated, and staff, legislative advocates and our congressional and legislative delegations would not be able to support the policies and priorities of the Board of Supervisors.

#### **CHILDREN'S IMPACT STATEMENT:**

Not applicable.

## PROPOSED 2012 FEDERAL LEGISLATIVE PLATFORM CONTRA COSTA COUNTY



Each year, the Board of Supervisors adopts a Federal Legislative Platform that establishes project priorities and policy positions with regard to potential federal legislation and regulation. The 2012 Federal Legislative Platform includes 13 requests for FFY 2013 appropriations or grants; 4 requests for the reauthorization of the federal transportation act; and 5 requests for the reauthorization of the Water Resources Development Act.

### **FFY 2013 FEDERAL APPROPRIATION REQUESTS**

*The following list is a preliminary ranking in priority order. Adjustments to the priority order may be appropriate once the President releases his budget. The current priority ranking gives preference to those projects that we know will not be included in the President's budget, with lower priority to Army Corps of Engineers projects which may be in the budget. Also, Army Corps project requests will be adjusted to be consistent with Corps capability.*

**1. Delta LTMS-Pinole Shoal Management, CA** – **\$2,500,000** appropriation for the Army Corps of Engineers to continue a Long Term Management Strategy (LTMS) for levee rehabilitation, dredging and sediment reuse in the Delta, similar to the effort completed in the Bay area. Levee work, reuse of dredged sediments, dredging and other activities have been difficult to accomplish due to permitting problems and a divergence of priorities related to water quality. Significant levee rehabilitation is critical to the long term stability of these levees and to water quality and supply for the 23 million Californians who depend upon this water. Stakeholders from the Department of Water Resources, Ports, Army Corps, levee reclamation districts, local governments and other interested parties are participating in the LTMS. A Sediment or Dredged Material Management Office will be established, and in the longer term, preparation of a Sediment Management Plan will consider beneficial reuse of dredged materials as one potential source of sediment for levees. *(Note: \$500,000 appropriated for FFY 2005; \$225,000 for FFY 2006; \$500,000 for FFY 2007; \$462,000 for FFY 2008; \$235,000 for FFY 2009; \$100,000 for FFY 2010.)*

**2. Safe and Bright Futures for Children Exposed to Domestic Violence** – **\$400,000** appropriation to implement the federally funded plan to diminish the damaging effects of domestic violence on children and adolescents and to stop the cycle of intentional injury and abuse. A three year assessment and planning process resulted in a program plan that is working to align and create a system responsive to the needs of children exposed to domestic violence through identification, early intervention; raising awareness; training professionals; utilizing and disseminating data; establishing consultation teams to support providers in intervening and using best practices; and developing targeted services. The local domestic violence hotline received over 4,300 calls involving children last year (60% of all calls). Exposure to domestic violence reshapes the human brain and is the primary cause of trauma in children's lives. It influences personality, shapes personal skills and behaviors, impacts academic

performance, and substantially contributes to the high cost of law enforcement, civil/criminal justice and social services. Exposure to domestic violence is associated with greater rates of substance abuse, mental illness, and adverse health outcomes in adulthood, and substantially contributes to the high cost of law enforcement, civil/criminal justice and social services. (Note: \$428,000 appropriated for FFY 2009; \$550,000 for FFY 2010.)

**3. Mt. Diablo Mercury Mine Clean-up – \$483,000** appropriation for the Army Corps of Engineers to complete phase 3 and 4 of the Technical Planning Process for the Mt. Diablo Mercury Mine Demonstration Project. The project will clean up the mine in a cost effective, environmentally-sound manner with minimal liability exposure for the County and involving all stakeholders through an open community-based process. The Corps initiated a Technical Planning Process in June 2008 to develop a preliminary remediation plan, identify applicable permit and environmental data requirements and complete a data collection and documentation program for the clean-up of the Mt. Diablo Mercury Mine. Phase 1 and 2 of the planning process has been completed and this appropriation will allow the Corps to continue the planning process and complete phase 3 and 4. The planning process will include looking at watershed issues downstream of the mercury mine. The Corps will be focusing on the mine site and the local Contra Costa County Flood Control District will be focusing on the broader watershed issues. The mine site is located on private property on the northeast slope of Mt. Diablo at the upper end of the Marsh Creek watershed. (Note: \$517,000 appropriated in FFY 2008.)

**4. Bay-Delta Area Studies, Surveys and Technical Analysis – \$2,500,000** appropriation for the Delta Counties Coalition to carry out technical analysis and planning associated with participation in the Bay-Delta Conservation Plan (BDCP) or implementation of any projects resulting from the Plan. The technical analysis and planning will focus on issues related to the planning of water delivery projects and conservation plans that are included in the BDCP.

**5. Lower Walnut Creek, California – \$600,000** appropriation for the Army Corps of Engineers continue their general reevaluation of the lower five miles of the Walnut Creek Channel to restore flood capacity, provide environmental enhancement and ecosystem restoration. The project is designed to help improve flood protection in a densely populated area, while leaving the creek in a natural state, thus providing habitat for migratory birds, fish and other wildlife; increasing neighborhood livability; and allowing for linkages with recreational and park land. (Note: \$188,000 appropriated for FFY 2006; no FFY 2007 appropriation; \$562,000 for FFY 2008; \$287,000 for FFY 2009; \$0 for FFY 2010.)

**6. CALFED Bay Delta Reauthorization Act Levee Stability Improvement Program (LSIP) – \$8,000,000** appropriation for the Army Corps of Engineers for levee rehabilitation planning and project implementation. The CALFED Reauthorization Act, passed in January 2004, authorized \$90 million, which may be appropriated for levee rehabilitation work. The Corps has prepared a “180-Day Report” which identifies projects and determines how these funds would be spent. Since that time, the

breakdown of CALFED, coupled with the Army Corps' attempts to define an appropriate and streamlined process, has delayed funding and resultant levee work. (Note: \$500,000 appropriated for FFY 2006; \$400,000 for FFY 2007; \$4.92 million for FFY 2008; \$4.844 million for FFY 2010.)

**7. Suisun Bay Channel/New York Slough Maintenance Dredging – \$3,500,000** appropriation for the Army Corps of Engineers for maintenance dredging of this channel to the authorized depth of minus 35 feet. Continued maintenance is essential for safe transport of crude oil and other bulk materials through the San Francisco Bay, along the Carquinez Straits and into the Sacramento/San Joaquin Delta. Dredging for this channel section is particularly costly due to requirements on placement of dredged materials in upland environments. An oil tanker ran aground in early 2001 due to severe shoaling in a section of this channel, which creates a greater potential for oil spills (Note: \$4.559 million appropriated for FFY 2005; \$4.619 million for FFY 2006; \$2.82 million for FFY 2007; \$2.856 million for FFY 2008; \$2.768 million for FFY 2009; \$3.819 million for FFY 2010.)

**8. San Pablo/Mare Island Strait/Pinole Shoal Channel Maintenance Dredging – \$4,300,000** appropriation for the Army Corps of Engineers (\$2.65 million for Mare Island) for maintenance dredging of the channel to the authorized depth of minus 35 feet. The Pinole Shoal channel is a major arterial for vessel transport through the San Francisco Bay region, serving oil refineries and bulk cargo which is transported as far east as Sacramento and Stockton. (Note: \$1 million appropriated for FFY 2005; \$2.988 million for FFY 2006; \$896,000 for FFY 2007; \$1.696 million for FFY 2008; \$1.058 million for FFY 2009; \$2.518 million for FFY 2010.)

**9. San Francisco to Stockton (J. F. Baldwin and Stockton Channels) Ship Channel Deepening – \$2,900,000** appropriation for the Army Corps of Engineers to continue the Deepening Project. Deepening and minor realignment of this channel will allow for operational efficiencies for many different industries, an increase in waterborne goods movement, reduced congestion on roadways, and air quality benefits. Phase one work focused on establishing economic benefit to the nation and initial salinity modeling in the channel sections. The second and final phase includes detailed channel design, environmental documentation, cost analysis, additional modeling, and dredged material disposal options. (Note: \$500,000 appropriated for FFY 2005; \$200,000 for FFY 2006; \$200,000 for FFY 2007; \$403,000 for FFY 2008; \$1.34 million for FFY 2009; \$0 for FFY 2010.)

**10. Contra Costa County's VHF Public Safety Radio System – \$1,063,200** appropriation for Contra Costa County operation of a VHF Public Safety Radio System serving several governmental agencies (including emergency medical services) within the county. This system will soon become a backup (VHF overlay) to the East Bay Regional Communication System (EBRCS) once that system is completed and actuated. To comply with upcoming Federal Communications Commission (FCC) narrow band requirements, the VHF system must be upgraded to ensure seamless compatibility with certain aspects of the EBRCS, should that system fail. To prevent the VHF system from being compromised, several significant security enhancements are necessary at various site locations. This includes camera monitoring and alert systems.

**11. State Route 4 / Old River Bridge Study** – **\$1,000,000** appropriation to work with San Joaquin County and the State of California on a study of improving or replacing the Old River Bridge along State Route 4 on the Contra Costa / San Joaquin County line. The study would determine a preferred alternative for expanding or replacing the existing bridge, which is part of State Route 4. The existing bridge is narrow, barely allowing two vehicles to pass each other, and is aligned on a difficult angle relative to the highway on either side, requiring motorists to make sharp turns onto and off of the bridge. The project would improve safety and traffic flow over the bridge. (*Note: no appropriations for this project as yet.*)

**12. Knightsen/Byron Area Transportation Study** - **\$300,000** appropriation to re-evaluate the Circulation Element of the County General Plan (GP) to improve its consistency with the Urban Limit Line (ULL) and related policies that ensure preservation of non-urban, agricultural, open space and other areas identified outside the ULL. Policies will be evaluated to provide a more efficient and affordable circulation system for the study area, serve all transportation user-groups, support the local agricultural economy and accommodate the commuter traffic destined for employment centers outside the study area. Zoning and development regulations would be updated to implement the study recommendations. (*Potential Program: FHWA - Transportation, Community, and System Preservation Program*).

**13. Grayson and Murderer's Creeks (Walnut Creek Basin), California** – **\$600,000** appropriation for the Army Corps of Engineers to analyze Grayson and Murderer's Creeks to determine the feasibility of providing improved flood protection for a community that regularly experiences flood damages. The project is designed to help improve flood protection in a densely populated area, while leaving the creeks in a natural state, thus providing habitat for migratory birds, fish and other wildlife; increasing neighborhood livability; and allowing for linkages with recreational and park land. (*Note: \$100,000 appropriated for FFY 2006; no FFY 2007 appropriation; \$98,000 for FFY 2008.; \$478,000 for FFY 2009; \$90,000 for FFY 2010.*)

## **2012 REAUTHORIZATION OF FEDERAL TRANSPORTATION ACT**

*The current federal transportation policy and spending act, a five-year act known as the Safe, Accountable, Flexible and Efficient Transportation Equity Act – A Legacy for Users, or SAFETEA-LU, expired in 2009. Its reauthorization will likely be crafted during the year. The following are priority projects for inclusion in the next multi-year transportation bill.*

**1. Vasco Road Safety Improvement Project** -- **\$18 million** for improvements to a 2.5-mile accident-prone section of Vasco Road. Project components include widening the roadway to accommodate a concrete median barrier and shoulders on either side of the barrier, construction of the barrier, and extension of an existing passing lane. The project will eliminate cross-median accidents which have caused numerous fatalities in recent years, and will provide increased opportunities for vehicles to safely pass (unsafe passing is a major cause of accidents and fatalities on this segment of the increasingly busy two-lane undivided road). The project will include provisions for wildlife

undercrossings to preserve migration patterns. The funds will complement \$10 million programmed for the project in the American Recovery and Reinvestment Act. (10<sup>th</sup>/11<sup>th</sup> Districts, Garamendi/ McNerney)

**1.b Vasco Road Safety Improvement Project Continuation** -- \$30 million for improvements to the remaining 9 miles of accident-prone sections of Vasco Road. Alameda County has been working on constructing improvements in their jurisdiction and it would be desirable for the two counties to work together to complete the gap left in the concrete median barrier near the County line. In addition to completing this gap, Contra Costa desires to extend the concrete median barrier further north of the recently completed median barrier project to the Camino Diablo Road intersection. (10<sup>th</sup>/11<sup>th</sup> Districts, Garamendi/McNerney)

**2. North Richmond Truck Route** -- \$25 million (increased from \$15.5 million in the 2009 platform due to engineering issues pertaining to levees and railroad right of way) to construct a new road or other alternate access improvements that will provide truck access between businesses and the Richmond Parkway, moving the truck traffic away from a residential neighborhood and elementary school. This project will increase safety, improve public health around the school and residential area by reducing diesel particulate emissions from those areas, increase livability of the neighborhood, improve local access to the Wildcat Creek Regional Trail, stimulate economic development in the industrial area of the community and provide a better route for trucks traveling to and from the Richmond Parkway. The alignment was developed through a community planning process funded through an Environmental Justice planning grant from Caltrans. (7<sup>th</sup> District, Miller)

**3. Eastern Contra Costa Trail Network** -- \$5 million for a joint planning, environmental review, right-of-way acquisition and constructions of a coordinated network of trails for walking, bicycling and equestrian uses in eastern Contra Costa County including facilities and projects improving access to existing or planned transit stations. Eligible trails include, but are not limited to, (1) the Mokelumne Trail overcrossing of the State Route 4 Bypass; (2) Contra Costa segments of the Great California Delta Trail; (3) a supportive network of East Contra Costa trails in unincorporated County areas and the cities of Antioch, Brentwood, Oakley and Pittsburg (All districts)

**4. eBART Extension Next Phase Study/Environmental and Engineering** -- \$10 million for environmental review and engineering work on the project identified in the Bay Area Rapid Transit District's (BART) eBART Next Segment Study in eastern Contra Costa County. With regard to additional stations and eBART rail corridor alignment tasks may include, but not necessarily be limited to, completion of environmental review, and partial completion of engineering. Additional work may include, but not necessarily be limited to, evaluation and refinement of alignment and stations, development of capital and operating costs, land use analysis, completion of environmental review including appropriate mitigations, development of preliminary engineering, and public outreach. (10<sup>th</sup>/11<sup>th</sup> Districts, Garamendi/ McNerney) (Potential Program: FTA – New Starts, FHWA/FTA Congestion Mitigation and Air Quality)

*Following are priority programs for inclusion in the next multi-year transportation bill:*

- **Rural Road Funding Program** – The County supports the creation of a new funding program that will provide funds for converting or upgrading rural roads into more modern roads that can handle increasing commuter traffic in growing areas, such as East County. These roads do not often compete well in current grant programs because they do not carry as many vehicles as roads in more congested urban or suburban areas. As a result, improvements such as widening, realignment, drainage improvements and intersection modifications often go unfunded, leaving such roads with operational and safety problems as well as insufficient capacity. (*All districts*)
- **Transportation Funding for Disabled, Low-income, and Elderly Persons** – The County supports continuation and increased funding levels for the three federal funding programs dedicated to transit services for these population groups -- the New Freedom Program for senior transit services, the Job Access and Reverse Commute Program which funds transit services to job locations for low-income persons, and the Section 5310 transit funding program for the elderly and individuals with disabilities. SAFETEA-LU provided a total of \$1.7 billion nationwide for these programs. By comparison, \$200 billion was provided for highway projects; even transportation research got more funding (\$2.3 billion) than transit for elderly, disabled and low-income persons. All of the demographic trends point to a growing need for such services in the future. For example, the 65-and-older population in the Bay Area is projected to more than double by the year 2030.

Transit services for elderly, disabled, and low-income persons are provided by the County, by some cities, by all of the bus transit operators, and by many community organizations and non-profits that provide social services. Increased funding is needed to provide and maintain more service vehicles, operate them longer throughout the day, upgrade the vehicle fleet and dispatching systems, improve coordination between public providers and community groups that also provide such services to their clients, and expand outreach programs to inform potential riders of the available services, among other needs. (*All districts*)

- **Highway Bridge Program** – The County supports the continuation of the Highway Bridge funding program that will provide funds for rehabilitating and replacing our aging bridges. The County has several aging bridges with deficient sufficiency ratings. Without federal transportation funding, these expensive projects would be deferred because they often exceed the County's funding capacity. Many of the bridges are on critical commute corridors, goods movement corridors, inter-regional routes, and farm to market routes. Failure of these important transportation assets can cause major disruptions to the transportation network. (*All districts*)



## **REAUTHORIZATION OF WATER RESOURCES DEVELOPMENT ACT (WRDA)**

*The Water Resources Development Act of 2007 became law in November, more than seven years after the last authorization bill. The House and Senate Committees may propose a WRDA bill in 2012. The following are projects the County would submit for inclusion.*

**1. Army Corps Vegetation Policy** – Proposed amendments to 1996 Water Resources Development Act, Section 202: Flood Control Policy, (g) Vegetation Management Guidelines include the following: Engineering Technical Letter 1110-2-571 is suspended until that time a new policy is adopted. The policy guidelines shall be revised in accordance with the following: (A) Levee vegetation management guidelines shall represent regional variations based on a process that includes consultation with federal and state resource agencies, and preparation with local and state flood control agencies and corps districts. (B) Guidelines must undergo independent peer review which evaluates the structural and natural resource functions of vegetation on levees and the risks and benefits to the levee structure. (C) Guidelines and exemptions to them shall provide for protection of riparian and aquatic resources, reduction of costs and other community impacts in balance with public safety. (D) Existing projects in which the Corps has integrated vegetation into levees and floodwalls to meet project objectives and regulatory requirements shall be exempt from the guidelines.

**2. Mt. Diablo Mercury Mine Clean-up** - Authorize the Army Corps of Engineers, through their Remediation of Abandoned Mine Site program (RAMS), to perform and complete the Technical Planning Process and site characterization of the Mt. Diablo Mercury Mine in Contra Costa County as a demonstration project with no local match, and authorize the Army Corps of Engineers to construct the clean-up project at the Mt. Diablo Mercury Mine. This mine remediation project is the first to combine the Corps' RAMS program and partnering agreements with local government to resolve liability issues associated with a clean-up project on private property and address mercury pollution on a watershed basis. Since this is a demonstration project, the Corps would fund the full Technical Planning Process Remedial Investigation, design and project construction.

A 1995 study of Marsh Creek indicated the Mt. Diablo Mercury Mine tailings are responsible for 88% of the mercury in Marsh Creek. In addition, mercury levels in fish in Marsh Creek Reservoir downstream of the mine exceed the health standard concentration of 0.5 ppm.

**3. Sacramento San Joaquin Delta Infrastructure Improvements** – Contra Costa County, together with the four other Delta counties of Sacramento, San Joaquin, Solano and Yolo, is requesting authorization for the Army Corps of Engineers to repair infrastructure in the Delta. This includes levees rehabilitation projects in the Delta as part of an overall system, rather than on a county-by-county or island-by-island basis. As the Administration has recognized, this ecosystem is among the most important in the nation, providing a source of drinking water for more than 25 million people, supporting a \$28 billion agricultural industry, and fostering a thriving commercial and recreational fishing industry that contributes millions to the California and national

economies. The project is a request for an authorization of \$2.5 billion for the Army Corps of Engineers to upgrade the levee system, including stockpiling rock to rebuild collapsed levees for emergency response purposes at selected areas of the Delta. Because of the importance of the Delta to the nation's agriculture and economy, the request includes a modification of the Federal/local cost share to 90% federal and 10% local.

**4. Rodeo Creek, Section 1135 Project** – The Contra Costa Flood Control and Water Conservation District is seeking an 1135 project authorization for the Army Corps of Engineers to prepare a study of the feasibility of restoring and enhancing wildlife resources in Rodeo Creek between San Pablo Bay and Highway 80. The channel was designed and constructed to provide adequate flood protection for the community of Rodeo and to control erosion of the creek. The channel currently does this, but requires extensive, environmentally insensitive maintenance to keep the channel functioning properly. In addition, the current channel design includes barriers to migration of anadromous fish. The Contra Costa Flood Control and Water Conservation District would like to partner again with the Corps of Engineers under the Corps' 1135 program to transform this outdated design into a sustainable, environmentally sensitive facility that better serves the community and the environment.

**5. Rheem Creek, Section 1135 Project** – The Contra Costa Flood Control and Water Conservation District is seeking an 1135 project authorization for Rheem Creek between the mouth at San Pablo Bay and Giant Road. The Army Corps of Engineers' existing flood protection project on Rheem Creek protects a number of commercial, industrial, residential and open space areas in the Richmond / San Pablo area of Contra Costa County. Surrounding the mouth of the creek is a large undeveloped parcel (Brunner Marsh) which has been acquired by the East Bay Regional Park District for a future public park. Development of the adjacent lands as a regional park provides a unique opportunity for an enhanced creek environment in an area that will be very visible to the public.

## **APPROPRIATIONS AND GRANTS – SUPPORT POSITIONS**

*The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised positions are **highlighted and in italics**.*

***Buchanan Field Airport*** – The County approved a Master Plan for the Buchanan Field Airport in October 2008, which includes a Federal Aviation Regulation Part 150 Noise Study and a Business Plan for project implementation. The comprehensive planning effort has ideally positioned Buchanan Field Airport for future aviation (general aviation, corporate aviation and commercial airline service) and aviation-related opportunities. To facilitate the economic development potential, the Business Plan prioritizes necessary infrastructure improvements for Buchanan Field Airport. Further, as the Airport is surrounded by urban residential uses, enhancing the noise program infrastructure is deemed essential for balancing the aviation needs with those of the surrounding communities. The Federal government, primarily through the Federal Aviation

Administration (FAA), provides funding for planning, analysis, and infrastructure improvements. The County will support funding in all these areas for protection and enhancement of our aviation facility and network.

**Byron Airport** – The Byron Airport is poised for future general and corporate aviation and aviation-related development, but that future growth is dependent upon infrastructure improvements both on and around the Airport. The Byron Airport Business Plan prioritizes infrastructure and possible additional land acquisition to assist the Byron Airport in fulfilling its aviation and economic development potential. The Federal government, primarily through the Federal Aviation Administration (FAA), provides funding for planning, analysis, infrastructure improvements and aviation land acquisition. The County will support funding in all these areas for protection and enhancement of our aviation facility and network.

**East Bay Regional Communication System (EBRCS)** – A project to build the East Bay Regional Communication System (EBRCS), a P25 Radio System infrastructure for Contra Costa and Alameda County. This system will provide interoperable voice communication in both the 800 MHz and 700 MHz frequencies to all public safety and public services agencies within Contra Costa County and Alameda County.

EBRCS will allow for interoperable voice communication within the region that can be integrated with other P25 radio systems outside the geographical area of the EBRCS, for example, with San Francisco. This project will provide Level 5 communications which is the highest level of interoperable communications. This project will allow for everyday interoperable communications, not just various levels of interoperability during big events or disasters in which radio caches are deployed or gateway devices used.

**Energy Efficiency & Conservation Block Grant (EECBG) Program** – Advocate/support appropriation of funding up to **or above** the authorized amount of \$2 billion for the EECBG Program established and authorized under the Energy Independence and Security Act (EISA) of 2007. The County's ability to continue offering programs/services improving energy efficiency and conservation while also creating jobs is contingent upon additional federal funding being appropriated to the EECBG Program in 2012 and beyond. Contra Costa and other local governments have identified and designed many successful programs and financial incentives targeting both the private and public sector which are now being implemented using EECBG funding authorized through the ARRA of 2009. Appropriation of funding for the EECBG program is necessary to ensure the nation's local governments can continue their leadership in creating clean energy jobs, reducing energy consumption and curbing greenhouse gas emissions.

**Kirker Pass Road Truck Climbing Lane** – \$10 million appropriation (*reduced from \$31 million due to availability of other funding and focusing initially on the northbound direction*) for constructing northbound and southbound truck climbing lanes on Kirker Pass Road, a heavily used arterial linking residential areas in eastern Contra Costa with job centers and the freeway system in central Contra Costa. The truck climbing lanes are

needed to improve traffic flow and will also have safety benefits. The \$31 million would augment \$3 million in State Infrastructure Proposition 1B funds which the County has allocated for the project.

***Regional Habitat Planning and Conservation*** – \$100 million appropriation to the U.S. Fish and Wildlife Service’s “Cooperative Endangered Species Conservation Fund” to keep pace with land costs and the increasing number of Habitat Conservation Plans (HCPs) throughout the country. In partnership with approximately a dozen counties in northern and southern California, the County will support a request that funding for the Fund increase from the \$85 million 2010 level to \$100 million. This will provide much needed support to regional HCPs in California and nationally, including the East Contra Costa County HCP. Given the prolific growth in the number of regional HCPs, the Fund needs to be increased even more substantially in subsequent years. The East Contra Costa County HCP has received \$28 million from the Cooperative Endangered Species Conservation Fund in the past five years and continuing this grant support is of vital importance to the successful implementation of that Plan. The County will also request that the California State Association of Counties (CSAC) include this Fund increase as a priority on CSAC’s federal platform.

***San Francisco Bay Improvement Act***– \$1 billion restoration bill authored by Congresswoman Jackie Speier in 2010 but not passed. The bill, if passed, will help finance restoration of more than 100,000 acres of the Bay’s tidal wetlands. Funds from the bill would implement a restoration plan that was adopted in 1993. In addition to benefits for fish and wildlife, wetlands restoration will create new jobs and provide regional economic infusions, as well as protect against the effects of sea level rise on the Bay’s shores.

***Sacramento-San Joaquin Delta National Heritage Area***– a bill authored by Senator Dianne Feinstein in 2010 but not passed. The bill, if passed, will authorize and fund a National Heritage Area (NHA) for the Sacramento-San Joaquin Delta. The NHA designation would be a first step in providing federal resources to agencies in the Delta for economic development and environmental protection.

***Vasco Road-Byron Highway Connector*** – \$30 million appropriation (*increased from \$10 million in 2009 platform due to costs of state and federal environmental review, and anticipated cost increases*) for design, engineering and construction of an east-west connector road between two major arterials that link Contra Costa County with Alameda and San Joaquin Counties. The Vasco Road-Byron Highway Connector will improve traffic circulation and linkages in the southeastern portion of the County and will provide a new route for truck traffic that will remove a significant portion of truck trips which currently pass through the rural community of Byron. Vasco Road is designated as State Route 84, and Byron Highway is under study as the potential alignment for future State Route 239.

## 2012 FEDERAL LEGISLATIVE PLATFORM POLICY POSITIONS

The following support positions are listed in alphabetic order and do not reflect priority order. Please note that new and revised policy positions are **highlighted and in italics**.

***Affordable Housing and Homeless Programs*** –For Housing and Urban Development (HUD)’s Homeless Assistance Grants, the County will support funding that does not include set-asides or other requirements that limit local communities’ ability to respond to the particular needs in their areas. For the Housing Assistance for People with AIDS (HOPWA) program, the County will support legislation to update the formula used to allocate HOPWA grants to reflect local housing costs as well as the number of AIDS cases.

***The County supports full funding for HUD homeless assistance programs and funding for full implementation of the Homeless Emergency and Rapid Transition to Housing (HEARTH) Act of 2009.***

***The County supports funding the National Affordable Housing Trust Fund.*** Resources made available through ***the Trust Fund*** should be accessible to local housing and community development agencies, including public housing authorities. As the present home mortgage crisis demonstrates, homeownership is not for everyone. While we value and support the role that homeownership plays in meeting affordable housing needs, any new production program should prioritize efforts to address our nation’s acute shortage of affordable rental housing.

***Agricultural Pest and Disease Control*** – Agriculture and native environments in Contra Costa County continue to be threatened by a variety of invasive/exotic pests, diseases and non-native weeds. The Federal government provides funding for research, regulation, pest exclusion activities, survey and detection, pest management, weed control, public education and outreach. The County will support funding in all these areas for protection of our agricultural industry and open space. Consistent with the policy position, the County will also support legislation which would authorize and direct the USDA to provide state and local funding for High Risk Prevention programs (also called Pest Detection Funding).

***Beneficial Use of Dredged Materials*** – As the beneficial reuse of dredged materials has a clear public benefit, particularly in the Delta, the County will continue to support beneficial reuse in general and also continue to advocate for funding for a federal study to determine the feasibility of beneficial reuse, considering the benefits and impacts to water quality and water supply in the Delta, navigation, flood control damage, ecosystem restoration, and recreation. The study would include the feasibility of using Sherman Island as a rehandling site for the dredged material, for levee maintenance and/or ecosystem restoration. Language to authorize the study was included in the Water Resources and Development Act (WRDA) which was passed into law on November 8, 2007.

**Child Care** – The vulnerable children and families we serve face some of the most difficult circumstances of their lifetimes, as unemployment and loss of health insurance increase rapidly, more families are face foreclosure, and food assistance use hits record highs. Our agencies confront sharply rising caseloads and service demands as state and local budget deficits grow. With respect to issues of child care, the County will advocate for the following federal actions:

- Increase funding to support employment of low-income families through greater access to child care subsidies, and increase the access of children from eligible families to high-quality care that supports positive child development outcomes.
- Provide flexibility at the state and local levels so that quality care can be balanced with access and parental choice.
- Require coordination at the federal level among the various early child care and education funding streams.
- *There are approximately 10,450 Early Head Start (0-3) and Head Start (3-5) eligible children in Contra Costa County (US Census Bureau 2008 American Community Survey). This is comprised of 6,793 Early Head Start eligible children and 3,675 Head Start eligible children. The County's funded enrollment is equal to only 21% of the county's eligible Head Start and Early Head Start Children. The County would like to see at least 50% of eligible Head Start and Early Head Start children enrolled in Head Start and Early Head Start program.*

**Child Support** –The County will advocate for the following federal actions:

- Eliminate the \$25 fee for non-IV-A families.
- Restore the incentive match payments that were prohibited in the Deficit Reduction Act.
- Allow the automatic use of cash medical support to reimburse Medicaid expenditures.
- Allow IV-D agencies to access Health Insurance records for the purposes of Medical Support.

**Child Welfare and Well-being** –The County will advocate for the following federal actions:

- Provide states with financial incentives, as opposed to monetary penalties, under the Child and Family Services Reviews and minimize the significant administrative burden associated with the review process.



- End Title IV-E disallowances from federal audits that take away funds from an already resource-strapped child welfare system. Allow states to reinvest these funds in preventing child abuse and neglect.
- Increase prevention dollars to help maintain children safely in their own homes. Federal funding currently gives disproportional support to out-of-home care rather than to preventing children from coming into care.
- Any increase in Federal Medical Assistance Percentage should include an associated increase in the Title IV-E matching rate to help support children in foster care.

**Community Development Block Grant and HOME Programs** – The County's ability to continue to provide funding to a variety of nonprofit agencies that provide critical *safety net* services to lower income residents, including financing the development of affordable housing, is threatened by *further cuts as part of the proposed FY 2012 federal budget. CDBG formula funding has declined by 25 percent since FY 2004 while the HOME program's funding has declined by 15 percent during the same period. Furthermore, Congress has proposed to cut the percentage of the County's CDBG entitlement grant that it can allocate for administering the program from 20 percent to 10 percent.* The County will *continue to vigorously* oppose proposed cuts in these vital community development programs *and opposes the proposal to reduce CDBG funds available to the County to administer the CDBG program.*

In addition, the County will oppose any proposed changes in the CDBG allocation formula *and opposes the proposal to reduce CDBG funds available to the County to administer the CDBG program.*

**Cost Shifts to Local and State Government** – Contra Costa County performs many of its services and programs pursuant to federal direction and funding. Other services and programs are performed at the behest of the state, which receives funding through the federal government. In the past, the Administration's budget has contained significant cuts to entitlement programs and/or caps on entitlements. Such actions could shift cost of services from the federal government to the state and/or local governments (and to the extent that costs would shift to the state, it is highly likely that these would be passed on to the County). The County will oppose any actions that would result in cost shifts on federal entitlement programs or which would result on greater dependency on county funded programs. In addition, the County will support federal and state financial assistance to aid county and local government efforts to meet unfunded federal mandates, such as those contained in the National Response Plan (NRP), the National Infrastructure Protection Plan (NIPP), and the National Incident Management System.

**Criminal Debt Collection** – Nonpayment of court-ordered victim restitution, fines and fees is a problem of epidemic proportions for all jurisdictions. Literally billions of dollars go uncollected each year across the country, resulting not only in financial suffering of victims, but also the loss of public revenue. Many states already allow for the offset of

State Tax Refunds, and these programs are successful in achieving revenue recovery. Federal Tax Refunds are already being successfully offset to pay for delinquent child support. The County will support amendments to the Internal Revenue Code of 1986 to allow an offset against income tax refunds to pay for court-ordered debts that are past-due.

***Designation of Indian Tribal Lands and Indian Gaming*** – The Board of Supervisors has endorsed the California State Association of Counties' (CSAC) policy documents regarding development on tribal land and prerequisites to Indian gaming. These policy statements address local government concerns for such issues as the federal government's ability to take lands into trust and thus remove them from local land use jurisdiction, absent the consent of the state and the affected county; the need for tribes to be responsible for all off-reservation impacts of their actions; and assurance that local government will be able to continue to meet its governmental responsibilities for the health, safety, environment, infrastructure and general welfare of all members of its communities. The County will continue to advocate for federal legislation and regulation that supports the CSAC policy documents.

The County will also advocate for limitations on reservation shopping; tightening the definition of Class II gaming machines; assuring protection of the environment and public health and safety; and full mitigation of the off-reservation impacts of the trust land and its operations, including the increased cost of services and lost revenues to the County.

The County will also advocate for greater transparency, accountability and appeal opportunities for local government in the decision-making processes that permit the establishment of Indian gaming facilities. This includes sequencing the processes so that the Indian Lands Determination comes first, prior to initiation of a trust land request and associated environmental review.

The County will also *consider* support for federal action and/or legislation that allows Class III gaming at the existing gaming facility only if it can be shown that any change would result in a facility that would be unique in nature and the facility can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.

***Economic Development Programs*** – Congress should fund all the complementary programs within HUD's community and economic development toolkit, ensuring that HUD does not lose sight of the development component of its mission. To that end, the County will support continued funding for the Section 108 loan guarantee program, the Brownfields Economic Development Initiative and the Rural Housing and Economic Development program. Each of these programs plays a unique role in building stronger, more economically viable communities, while enabling communities to leverage external financing in a way the CDBG program alone cannot do.



**Federal “Statewideness” Requirements** – For many federally funded programs, there is a “statewideness” requirement; i.e., all counties must operate the specific program under the same rules and regulations. This can hamper the County’s ability to meet local needs, to be cost effective and to leverage the funding of one program to reduce costs in another program. Contra Costa County cannot negotiate for federal waivers or do things differently because it is not a state, yet its population is greater than seven states. Recognizing this is a very long-term effort, the County will advocate for relaxation of the “statewideness” rule to allow individual counties or a consortium of counties to receive direct waivers from the federal government and/or adopt the rules and regulations currently in use in another state for specific programs.

**Habitat Conservation Planning** – The County will advocate for elevating the profile of Habitat Conservation Plans (HCPs) such as the East Contra Costa County HCP within Congress and Administration so that these critical federal/state/local partnerships can receive necessary attention and support. HCPs are flagship programs for the federal government and supporting effective implementation of approved HCPs should be a top priority for the U.S. Department of the Interior and U.S. Fish and Wildlife Service and HCPs should be a key tool in any federal climate change or economic stimulus legislation.

**Health** – The County will advocate for the following actions by the federal government: provide enhanced Medicaid FMAP (“FMAP” is the “Federal Medical Assistance Percentage”) for Medicaid. It is the federal matching rate for state Medicaid expenditures. Increasing the federal matching rate for states would free up state general fund money for other purposes and would help counties as well.); suspend the Medicare “clawback” rule; suspend the “60-day rule” that requires states to repay the federal government overpayments identified by the state prior to collection, and even in instances where the state can never collect; ease the ability to cover those eligible for Medicaid by making documentation requirements less stringent; and prevent the implementation of the following seven federal regulations:

- Outpatient hospital
- Case Management
- School Based Administration & Transportation
- Public Provider Cost Limit
- Graduate Medical Education
- Rehabilitation Services Option
- Provider Tax

**Pension**– The County will support legislation that would modify the Internal Revenue Code and corresponding regulations to permit public employees to make an irrevocable election between their current pension formula and a less rich pension formula.

In 2006, Contra Costa County and the Deputy Sheriff’s Association jointly obtained state legislation that would allow members of the Association to make a one-time irrevocable election between their current pension formula and a less rich pension formula, called

Tier C. Orange County and its labor organizations obtained similar legislation in 2009. However, neither County has been able to implement this state legislation because such elections currently have negative tax consequences for employees and for retirement plans under federal tax law as interpreted by the Internal Revenue Service.

Like many local government entities nationwide, the County's fiscal position would benefit greatly from reduced pension costs. Allowing local government entities to implement collective bargaining agreements and state legislation that permits employees to elect less rich pension formulas would be a significant step in reducing pension costs.

**Public Housing Programs** – *The County will support legislation that results in the transformation of existing programs to improve their effectiveness and efficiency, in tandem with the design of new and innovative responses, both to build upon recent progress and address outstanding issues.*

*The County will support legislation to protect the nation's investment in Public Housing.*

- Enact affordable housing industry proposal to allow public housing agencies (PHAs) to voluntarily convert public housing units to Section 8 project-based rental assistance in order to preserve this vital component of the national infrastructure.*
- Oppose the Administration's proposal to impose a \$1 billion offset against the operating reserves of responsible, entrepreneurial PHAs.*
- Support the revitalization of severely distressed public housing units.*
- Address safety and security concerns connected to drug-related crime.*

*The County will support legislation to preserve vital community and economic development programs*

- Fully fund the Community Development Block Grant Program in order to create and save jobs, revitalize local economies, and support critical services for vulnerable populations.*
- Maintain funding for HUD's cost-effective economic development tools.*

*The County will support legislation to strengthen and simplify the Section 8 Rental Assistance programs*

- Provide adequate funding for Housing Assistance Payment contract renewals and ongoing administrative fees.*
- Enact the Section Eight Voucher Reform Act (SEVRA).*

- Implement overdue regulatory and administrative revisions that ensure the efficient use of program funds.

The County will support legislation to expand Affordable Housing Opportunities and combat homelessness

- Fully fund the Home Investment Partnerships Program and HUD's homeless assistance programs.
- Capitalize the Housing Trust Fund through a revenue-neutral approach.
- Preserve and strengthen the Low Income Housing Tax Credit Program.

The County will support legislation to foster innovation, increase efficiency, and streamline the regulatory environment

- Promote reasonable and flexible federal oversight.
- Incentivize green building and increased Energy Efficiency.
- Support HUD's ongoing transformation efforts.
- Ensure that HUD releases and distributes federal funding in a timely manner.
- Eliminate statutory and regulatory barriers that prevent PHAs and redevelopment authorities from accessing federal programs they are qualified to administer.

**Retiree and Retiree Health Care Costs** – The County operates many programs on behalf of the federal government. While federal funding is available for on-going program operations, including employee salaries, the allocation is usually capped, regardless of actual costs. For retiree and retiree health care, the County's ability to contain costs is extremely limited. The County will advocate for full federal financial participation in funding the County's retiree and retiree health obligations.

**San Luis Drain** – The U. S. Bureau of Reclamation is under a court injunction to evaluate and implement options for providing drainage services for the west side of the San Joaquin Valley. Drainage water from this area contains toxic concentrations of selenium and other hazardous substances. The San Luis Drain is one of the options that was studied. The Drain would pass through Contra Costa County to discharge in the Delta. The U.S. Bureau of Reclamation has determined to address the problem without building the Drain, but Congress would need to appropriate the funds before this alternative could be implemented and the injunction requiring provision of drainage service still looms. The County will continue to oppose the San Luis Drain option and support, instead, drainage solutions in the valley, such as reducing the volume of problem water drainage; managing/reusing drainage waters within the affected irrigation districts; retiring lands with severe drainage impairment (purchased from willing sellers); and reclaiming/removing solid salts through treatment, bird safe/bird free solar ponds and farm-based methods.

**Second Chance Act** – The County will support funding for the Second Chance Act, which helps counties address the growing population of individuals returning from prisons and jails. Despite massive increases in corrections spending in states and jails nationwide, recidivism rates remain high: half of all individuals released from state prison are reincarcerated within three years. Here in California, unfortunately, the recidivism rate is even higher. Yet there is reason for hope: research shows that when individuals returning from prison or jail have access to key treatments, education, and housing services, recidivism rates go down and the families and communities they return to are stronger and safer.

The Second Chance Act ensures that the tax dollars on corrections are better spent, and provides a much-needed response to the "revolving door" of people entering and leaving prison and jail.

**Supplemental Nutrition Assistance Program (SNAP)** – The County will advocate for the following federal actions:

- Increase SNAP benefits as a major and immediately available element of economic stimulus.
- Suspend the restrictions applying to ABAWDs. ("ABAWDs" stands for "Able-Bodied Adults without Dependents" and pertains to adults receiving food stamps who are considered employable.) They are subject to strict time limits on how long they can receive food stamps. It is difficult administratively to track this, and when unemployment is high, it can result in more adults going hungry.
- Remove the current federal barriers that prevent some nutrition programs from employing EBT technology.

**Streamlining Permitting for Critical Infrastructure, Economic Stimulus, and Alternative Energy Projects –“Green” Job Creation** – Request that Congress and the Administration recognize the value of Habitat Conservation Plans (HCPs) as a reliable way of streamlining critical infrastructure, economic stimulus, and alternative energy project permitting in a manner that is consistent with federal environmental regulations. HCPs not only facilitate such projects through permit streamlining, but the planning, implementation, management, and monitoring needs associated with regional HCPs plans also create many quality “green” jobs.

**Telecommunications Act of 1996 Revisions** – The Telecommunications Act of 1996 governs local government’s role in telecommunications, primarily broadband cable that uses the County’s right-of-way as well as consumer protections. As Congress works to update the Act, the County will continue to advocate for strengthening consumer protections and local government oversight of critical communications technologies; local access to affordable and reliable high speed broadband infrastructures to support the local economy; the right of local municipalities and communities to offer high-speed

broadband access: coordination and integration of private communication resources for governmental emergency communication systems; preservation of local government's franchise fees; preservation of the local community benefits, including but not limited to public, education and governmental (PEG) access channels; authority for provision of municipal telecommunication services; preservation of local police powers essential for health, safety and welfare of the citizenry; preservation of local government ownership and control of the local public rights-of-way; and support for ensuring that communication policy promotes affordable services for all Americans.

The Community Broadband Act of 2007, S.1853, encourages the deployment of high speed networks by preserving the authority of local governments to offer community broadband infrastructure and services. The County will oppose all bills that do not address the County's concerns unless appropriately amended. In addition, the Federal Communications Commission (FCC) has proposed rule-making (FCC Second Report and Order Docket 05-311 "Franchising Rules for Incumbents") that, in the opinion of local government, goes beyond the scope of their authority in this area. The County will oppose all such rule making efforts.

***Telecommunications Issues*** – Support the Community Access Preservation (CAP) Act introduced in 2009 by Wisconsin Congresswoman Tammy Baldwin. The CAP Act addresses the challenges faced by public, educational and government (PEG) TV channels and community access television stations. The CAP Act addresses four immediate issues facing PEG channels. The CAP Act would: Allow PEG fees to be used for any PEG-related purpose; require PEG channels to be carried in the same manner as local broadcast channels; require the FCC to study the effect state video franchise laws have had on PEG; require operators in states that adopted statewide franchising to provide support equal to the greater of the support required under the state law or the support historically provided for PEG; and make cable television-related laws and regulations applicable to all landline video providers.

In addition, the County should support the widespread deployment and adoption of broadband, especially as it serves to connect the educational community and libraries.

***Temporary Assistance for Needy Families*** – The County will advocate for the following federal actions:

- Relieve states of work participation rate and work verification plan penalties for fiscal years 2007, 2008, 2009 and 2010 in recognition of the serious downturn in the national economy and the succession of more "process-based" regulations issued in the last few years.
- Permanently withdraw the August 8, 2008, proposal that would have repealed the regulation that enables states to claim caseload reduction credit for excess MOE expenditures.

- Rescind the May 22, 2008, HHS guidance that effectively eliminated the ability of states to offer pre-assistance programs to new TANF applicants for up to four months.
- Rescind the final Deficit Reduction Act regulation restricting allowable state maintenance-of-effort expenditures under TANF purposes 3 and 4.
- End federal efforts to impose a national TANF error rate.

**Volume Pricing** – The National Association of Counties supports greater access for local governments to General Services Administration (GSA) contract schedules. These schedules provide volume pricing for state and local governments and make public sector procurement more cost effective. However, current law does not provide full access to state and local governments for GSA schedules. The County will support legislation that gives local governments access to these schedules and provides the option of purchasing law enforcement, security, and other related items at favorable GSA reduced pricing.

**Workforce Investment Act (WIA) Reauthorization** – Congress may again consider reauthorization of the Workforce Investment Act in 2012. The County will support reauthorization of the Workforce Investment Act at current funding levels or higher; keeping the program at the federal level rather than block granting it; maximizing local control, so that we can meet local needs; and establishing reasonable performance measures. In addition, any reauthorization or new workforce legislation should: retain private sector led state and local Workforce Investment Boards (local boards) as governing bodies; expand, enhance and simplify the WIA Youth Program; redesign the Dislocated Worker program to reflect the new economy; and redesign how the funding of One-Stop facilities is structured.



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**Contra Costa County  
2011 Legislation Summary Report:  
Bills Signed by Governor that the County Acted On**

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**CA AB 6**

**AUTHOR:** Fuentes [D]  
**TITLE:** **CalWORKs and CalFresh**  
**SUMMARY:**

Removes the fingerprint image requirement for eligibility for CalFresh benefits. Revises CalWORKS grant overpayment collection provisions. Makes inoperative and repeals quarterly reporting requirements and prospective determination grant amounts. Relates to semiannual reporting periods through a county transition of recipients. Requires an income reporting threshold for recipients. Limits reporting requirement administrative savings. Requires an energy assistance benefit.

**STATUS:**

10/06/2011 Signed by GOVERNOR.  
10/06/2011 Chaptered by Secretary of State. Chapter No. 501  
**NOTES:** BOS supported on 8/16/11

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**CA AB 134**

**AUTHOR:** Dickinson [D]  
**TITLE:** **Sacramento Regional County Sanitation District**  
**SUMMARY:**

Authorizes the Sacramento Regional County Sanitation District to file an application for a permit to appropriate a specified amount of water that is based on the volume of treated wastewater that the district discharges into the Sacramento River and recovers for reuse. Authorizes the State Water Resources Control Board to grant a permit to appropriate that treated wastewater upon terms and conditions determined by the board. Requires the board to comply with specified related requirements.

**STATUS:**

09/06/2011 Signed by GOVERNOR.  
09/06/2011 Chaptered by Secretary of State. Chapter No. 212  
**NOTES:** BOS supported on 8/9/11

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**CA AB 147**

**AUTHOR:** Dickinson [D]  
**TITLE:** **Subdivisions**  
**SUMMARY:**

Amends the Subdivision Map Act which authorizes a local agency to require the payment of fees as a condition of approval of a final map or as a condition of issuing a building permit for purposes of defraying the actual or estimated cost of constructing bridges or major thoroughfares. Authorizes a local ordinance to require payment of a fee subject to the Mitigation Fee Act, as a condition of approval of a final map or permit for purposes of defraying the actual transportation facilities cost.

**STATUS:**

09/06/2011 Signed by GOVERNOR.  
09/06/2011 Chaptered by Secretary of State. Chapter No. 228  
**NOTES:** Our legislative initiative. CSAC Sponsored.

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**CA AB 348**

**AUTHOR:** Buchanan [D]  
**TITLE:** **Highways: Safety Enhancement-Double Fine Zone**  
**SUMMARY:**

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Provides for the designation of a specified segment of county highway known as Vasco Road in Alameda County and Contra Costa County as a Safety Enhancement-Double Fine Zone upon the approval of the boards of supervisors of those counties. Imposes specified duties on local governing bodies regarding that double fine zone, including to prepare a report on the effectiveness of the zone to be submitted to the Legislature.

**STATUS:**

09/20/2011

Signed by GOVERNOR.

09/21/2011

Chaptered by Secretary of State. Chapter No. 290

**NOTES:**

Our bill for Vasco DFZ

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**CA AB 438**

**AUTHOR:**

Williams [D]

**TITLE:**

**County Free Libraries: Withdrawal: Use of Contractors**

**SUMMARY:**

Imposes specified requirements if the board of trustees, common council, or other legislative body of a city or the board of trustees of a library district intends to withdraw from the county free library system and operate the city's or district's library or libraries with a private contractor that will employ library staff to achieve cost savings, unless the library or libraries are funded only by the proceeds of a special tax imposed by the city or district. Prohibits employee loss of employment.

**STATUS:**

10/08/2011

Signed by GOVERNOR. Chaptered by Secretary of State. Chapter No. 611

**NOTES:**

To Leg Com for support on 7/28. Leg Com recommends WATCH. BOS adopts WATCH on 8/16/11.

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**CA AB 506**

**AUTHOR:**

Wieckowski [D]

**TITLE:**

**Local Government: Bankruptcy: Neutral Evaluation**

**SUMMARY:**

Prohibits a local public entity from filing under federal bankruptcy law unless the entity has met specified requirements including participation in a neutral evaluation process, or a local public agency has declared a fiscal emergency and has adopted a resolution at a notice public hearing, that includes findings that the agency's financial status jeopardizes the health, safety, or well-being of the residents of the agency's jurisdiction or service area absent bankruptcy protections.

**STATUS:**

10/09/2011

Signed by GOVERNOR. Chaptered by Secretary of State. Chapter No. 675

**NOTES:**

BOS Opposed on 5/24/11. Sent letter to Author and Senate Approps.

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**CA AB 509**

**AUTHOR:**

Skinner [D]

**TITLE:**

**Federal Earned Income Tax Credit: Notification**

**SUMMARY:**

Requires state departments and agencies that serve individuals qualified for the federal earned income tax credit to notify program recipients that they may be eligible for the credit in a specified manner. Requires state departments and agencies that do not directly communicate with persons who may qualify for the credit to communicate indirectly through agencies or districts serving those persons.

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**STATUS:**

10/04/2011

Signed by GOVERNOR.Chaptered by Secretary of State.  
Chapter No. 452**NOTES:**

BOS supported on 6/28/11. Sent support letter to Gov.

**CA AB 646****AUTHOR:**

Atkins [D]

**TITLE:****Local Public Employee Organizations: Impasse Procedures****SUMMARY:**

Amends provisions that govern collective bargaining of local represented employees and delegate jurisdiction to the Public Employment Relations Board to resolve disputes and enforce the duties and rights of local public agency employers and employees. Authorizes the employee organization to request the matter be submitted to a factfinding panel if a mediator is unable to effect a settlement within a specified time period. Provides procedures for the submission of an agency's last, best, and final offer.

**STATUS:**

10/09/2011

Signed by GOVERNOR. Chaptered by Secretary of State.  
Chapter No. 680**NOTES:**

BOS Opposed on 5/24/11. Sent letter to Gov.

**CA AB 674****AUTHOR:**

Bonilla [D]

**TITLE:****Vehicles: Registration Fees****SUMMARY:**

Extends the authorization for programs, funded from the fees charged for the registration of commercial motor vehicles that enhance the capacity of local law enforcement to provide fingerprint identification of individuals who may be involved in driving under the influence of alcohol or drugs, vehicular manslaughter, other vehicle-related crimes, and other crimes committed while operating a motor vehicle.

**STATUS:**

09/01/2011

Signed by GOVERNOR.

09/01/2011

Chaptered by Secretary of State. Chapter No. 205

**NOTES:**

AM Bonilla requested support. Sheriff recommends. BOS supports 4/5/11.

**CA AB 720****AUTHOR:**

Hall [D]

**TITLE:****Public Contracts: Construction Cost Accounting****SUMMARY:**

Revises a provision in existing law that specifies a board of supervisors or a county road commissioner is not prohibited from using alternative procedures governing county highway contracts to limit their use in maintenance, emergency work and road construction. Amends existing law which authorizes public projects with a specified monetary threshold to be performed by public employees by force account, negotiated contract, or purchase order. Increases the threshold. Relates to bidding thresholds.

**STATUS:**

10/09/2011

Signed by GOVERNOR.Chaptered by Secretary of State.  
Chapter No. 683**NOTES:**

PW recommends Oppose. BOS opposes on 4/12. Sent letter 4/15.

**CA AB 902**

**AUTHOR:** Alejo [D]  
**TITLE:** **Taxation: Property Tax Delinquency and Sales**  
**SUMMARY:**

Amends existing law that requires a tax collector, in the case of the proposed tax sale of property that is the primary residence of the last known assessee, to make a reasonable effort to contact the owner-occupant of the property. Requires the actual and reasonable costs incurred by the tax collector in attempting to make contact to be established by the board of supervisors. Requires a fee for actual and reasonable costs regarding notices. Requires fees be distributed to the county general fund.

**STATUS:**

09/01/2011 Signed by GOVERNOR.  
09/01/2011 Chaptered by Secretary of State. Chapter No. 208  
**NOTES:** BOS supported 6/7/11. Recommendation from TT.

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**CA AB 946**

**AUTHOR:** Lowenthal B [D]  
**TITLE:** **County of Los Angeles: Interoperable Communications**  
**SUMMARY:**

Authorizes the County of Los Angeles or the Los Angeles Regional Interoperable Communication System Authority to solicit proposals and enter into agreement with private entities for the delivery of a regional interoperable communications system and all related infrastructure to be used by public safety agencies and emergency responders located in the county.

**STATUS:**

10/02/2011 Signed by GOVERNOR.Chaptered by Secretary of State.  
Chapter No. 400  
**NOTES:** To Leg Com for support on 7/28. BOS supported on 8/9/11.  
**GUT & AMEND on the Property Tax Administration bill.**

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**CA AB 1053**

**AUTHOR:** Gordon [D]  
**TITLE:** **Local Government: Penalties and Fees**  
**SUMMARY:**

Provides an increase in fees for fetal death or death record and a certified copy of a birth certificate. Removes the authorization to adjust the fee using a specified method. Requires the fee to be adjusted pursuant to a specified method. Declares that the increased fee would more accurately reflect the true cost of providing those documents. Raises the registration fee for a petition filed to make a minor a ward of the court when the minor is represented by appointed counsel.

**STATUS:**

10/02/2011 Signed by GOVERNOR.Chaptered by Secretary of State.  
Chapter No. 402  
**NOTES:** BOS supported on 5/3/11. Sent letter to Assembly Approps  
5/13/11.

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**CA AB 1066**

**AUTHOR:** Perez J [D]  
**TITLE:** **Medi-Cal: Demonstration Project Waivers**  
**SUMMARY:**

Distinguishes which provisions of the Medi-Cal Hospital or Uninsured Care Demonstration Project Act apply to the successor demonstration project. Renames the Coverage Expansion and Enrollment Demonstration project as the Low Income Health Program (LIHP). Provides that the Department of Health

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Care Services shall authorize local LIHPs. Provides that LIHP health care services may be provided to certain eligible individuals.

**STATUS:**

07/13/2011

Signed by GOVERNOR.

07/15/2011

Chaptered by Secretary of State. Chapter No. 86

**NOTES:**

Sent letter of support, per Dr. Walker request. Consistent with Platform.

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**CA AB 1296**

**AUTHOR:**

Bonilla [D]

**TITLE:**

**Health Care Eligibility, Enrollment, And Retention Act**

**SUMMARY:**

Enacts the Health Care Reform Eligibility, Enrollment, and Retention Planning Act. Requires the State Health and Human Services Agency to establish standardized single, accessible application forms and related renewal procedures for state subsidy programs. Specifies the duties of the agency and the State Department of Health Care Services under the act. Requires providing specified information to the Legislature on policy changes needed for implementation.

**STATUS:**

10/09/2011

Signed by GOVERNOR. Chaptered by Secretary of State. Chapter No. 641

**NOTES:**

HSD supports. BOS 4/5/11 support. Sent letter to Gov.

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**CA SB 33**

**AUTHOR:**

Simitian [D]

**TITLE:**

**Elder and Dependent Adult Abuse**

**SUMMARY:**

Amends provisions of the Elder Abuse and Dependent Adult Civil Protection Act that includes within the mandatory reporting requirements of suspected instances of elder or dependent adult abuse, requirements regarding mandating reports of suspected financial abuse, with certain exceptions, makes a failure to comply subject to civil penalty. Deletes the repeal date of these provisions.

**STATUS:**

09/30/2011

Signed by GOVERNOR.

09/30/2011

Chaptered by Secretary of State. Chapter No. 372

**NOTES:**

EHSD supports. Consistent with Platform. Sent support letter 3/21

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**CA SB 373**

**AUTHOR:**

DeSaulnier [D]

**TITLE:**

**Retirement: Contra Costa County**

**SUMMARY:**

Deletes the termination date of existing law that authorizes the Contra Costa County Board of Supervisors to establish different retirement benefits for different bargaining units of safety employees represented by the Contra Costa County Deputy Sheriffs' Association, and the unrepresented groups of safety employees in similar job classification and the supervisors and managers of those employees, pursuant to a resolution making those provisions applicable to the county.

**STATUS:**

07/07/2011

Signed by GOVERNOR.

07/08/2011

Chaptered by Secretary of State. Chapter No. 68

**NOTES:**

Our sponsored bill. Signed by Governor!

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<b>CA SB 429</b>	<p><b>AUTHOR:</b> DeSaulnier [D]  <b>TITLE:</b> <b>Programs: After School Education and Safety: Grants</b>  <b>SUMMARY:</b>  Provides that every school that establishes a before school program component pursuant to the the After School Education and Safety Program, or establishes a program with a before school program component pursuant to the program, is eligible to receive a supplemental grant to operate the program in excess of 180 school days or during any combination of summer, intersession, or vacation periods for a maximum of a specified percentage of the grant amount awarded. Relates to revised program requirements.  <b>STATUS:</b>  10/08/2011 Signed by GOVERNOR. Chaptered by Secretary of State. Chapter No. 626  <b>NOTES:</b> BOS supported 5/3/11. Sent support letter to Sen Approps.</p>
<b>CA SB 595</b>	<p><b>AUTHOR:</b> Wolk [D]  <b>TITLE:</b> <b>Tidelands and Submerged Lands: Removal of Vessels</b>  <b>SUMMARY:</b>  Relates to the removal of vessel hazards. Removes the authority of the State Lands Commission to remove and store a vessel removed from a public waterway. Authorizes the commission to remove a vessel immediately and without notice. Authorizes the commission to remove and dispose of a vessel that has been placed on state lands without permission under certain conditions. Relates to deeming such vessels as abandoned property. Requires the funds from the sale be deposited in the General Fund.  <b>STATUS:</b>  10/08/2011 Signed by GOVERNOR. Chaptered by Secretary of State. Chapter No. 595  <b>NOTES:</b> Sending letter of support. Consistent w Platform.</p>
<b>CA SB 695</b>	<p><b>AUTHOR:</b> Hancock [D]  <b>TITLE:</b> <b>Medi-Cal: County Juvenile Detention Facilities</b>  <b>SUMMARY:</b>  Provides that Medi-Cal benefits may be provided to an individual awaiting adjudication in a county juvenile detention facility if he or she is eligible to receive benefits at the time he or she is admitted to the detention facility, or the individual is subsequently determined to be eligible and the county agrees to pay the state's share of expenditures and administrative costs for specified benefits. Provides for the continuation of benefits. Suspends benefits if the individual becomes an inmate.  <b>STATUS:</b>  10/09/2011 Signed by GOVERNOR. Chaptered by Secretary of State. Chapter No. 647  <b>NOTES:</b> BOS supported on 6/28/11; Letter to Gov.</p>
<b>CA SB 930</b>	<p><b>AUTHOR:</b> Evans [D]  <b>TITLE:</b> <b>In-Home Supportive Services: Enrollment and Fingerprint</b>  <b>SUMMARY:</b>  Relates to the county administered In-Home Supportive Services enrollment form. Requires local entities to send a copy of the criminal background check to the Department of Social Services regarding an appealing applicant. Deletes requirements pertaining to obtaining fingerprint images of IHSS recipients, and</p>

the requirement that the provider timesheet include spaces for provider and recipient fingerprints. Deletes requirements and prohibitions relating to the use of a post office box address by a provider.

**STATUS:**

10/09/2011

Signed by GOVERNOR. Chaptered by Secretary of State.  
Chapter No. 649

**NOTES:**

BOS supported 5/3/11

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**CA SB 734**

**AUTHOR:**

DeSaulnier [D]

**TITLE:**

**State and Local Workforce Investment Boards:  
Funding**

**SUMMARY:**

Relates to the county administered In-Home Supportive Services enrollment form. Requires local entities to send a copy of the criminal background check to the Department of Social Services regarding an appealing applicant. Deletes requirements pertaining to obtaining fingerprint images of IHSS recipients, and the requirement that the provider timesheet include spaces for provider and recipient fingerprints. Deletes requirements and prohibitions relating to the use of a post office box address by a provider.

**STATUS:**

10/05/2011

Signed by GOVERNOR

**NOTES:**

BOS Oppose Unless Amended 6/28/11

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**BILLS VETOED BY GOVERNOR**

**AB 455 (Campos-D) Pubic Employment – Local Public Employee (OPPOSE)**

Provides that an employee who works in California for 7 or more days in a calendar year is entitled to paid sick days. Prohibits an employer from discriminating against an employee who requests paid sick days. Requires employers to satisfy posting and notice and recordkeeping requirements. Authorizes the Labor Commissioner to impose administrative fines. Exempts employees covered by a collective bargaining agreement that provides for paid sick days.

**AB 1220 (Alejo-D) Land Use and Planning – Cause of Actions – Time Limits (OPPOSE)**

Relates to actions or proceedings against local zoning and planning decisions of a legislative body to encourage or facilitate the development of affordable housing. Authorized challenges within five years after approval of a housing element even though public hearings were conducted prior to adoption.

**SB 834 (Wolk-D) Integrated Regional Water Management Plans (SUPPORT)**

Requires an integrated regional water management plan to address specified water quality and water supply matters and identify the manner in which the plan furthers a specified state policy concerning reducing reliance on the Sacramento-San Joaquin Delta for water supply and improving regional self-reliance for water, if the region depends on water for the watershed. Requires integrated regional water management plans to incorporate that requirement. Relates to plan funding.

## **BILLS TO BE CARRIED OVER INTO 2012**

### **AB 296 (Skinner-D) Building Standards – Cool Pavement (SUPPORT)**

*Senate Appropriations Committee*

Establishes the Cool Pavements Research and Implementation Act. Requires the Department of Transportation to implement one or more cool pavement pilot projects, to submit a report to the Legislature with an analysis of the various costs of pavement surfaces and the results of the projects, and to make available on the Internet Web site a Cool Pavements Handbook. Requires considering the incorporation of the specifications proposed in the handbook in the Green Building Code.

### **AB 400 (Ma-D) Employment – Paid Sick Days (OPPOSE)**

*Assembly Appropriations Committee*

Provides that an employee who works in California for 7 or more days in a calendar year is entitled to paid sick days. Prohibits an employer from discriminating against an employee who requests paid sick days. Requires employers to satisfy posting and notice and recordkeeping requirements. Authorizes the Labor Commissioner to impose administrative fines. Exempts employees covered by a collective bargaining agreement that provides for paid sick days.

### **AB 502 (Bonilla-D) Land Use – General Plan – Housing Element (SUPPORT)**

*Assembly Local Government Committee*

Authorizes Contra Costa County and the City of Concord to establish the Concord Naval Weapons Station Reuse Authority to plan for, finance, and manage the transition of the property formerly known as the Concord Naval Weapons Station from military to civilian use.

### **AB 627 (Berryhill, B.-R) State Water Resources Development System – Delta (OPPOSE)**

*Assembly Appropriations Committee*

Requires the Department of Water Resources undertake an expedited evaluation and feasibility study with regard to the implementation of a specified Delta Corridors Plan as part of the State Water Resources Development System. Requires an assessment of the incorporation of the Two-Gates Fish Protection Demonstration Project managed by the United States Bureau of Reclamation into the Plan.

### **AB 752 (Brownley-D) Tidelands and Submerged Lands – Sea Level Action (OPPOSE)**

*Senate Natural Resources and Water Committee*

Specifies that the preparation of a sea level action plan for legislative granted public trust lands shall be among the management priorities of a local trustee of granted public lands and requires certain trustees to prepare sea level action plans. Requires the plan to include, among other things, an assessment of the impact of sea level rise on granted public trust lands, an estimate of the financial cost of this impact, and strategies to prevent or mitigate damage to development and infrastructure. This is the second year this proposal sponsored by the State Lands Commission has failed. The sponsor has rejected amendments to promise funding for the required studies, and the County and the DCC have remained opposed.

### **AB 792 (Alejo-D) Health Care Coverage – Health Benefit Exchange (SUPPORT)**

*Senate Appropriations*

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Requires the disclosure of information on health care coverage through the Health Benefit Exchange by health care service plans, health insurers, employers, or other entities, or upon the filing of a petition for dissolution of marriage, nullity of marriage, legal separation, or adoption. Requires health care service plans and insurers to, upon the failure to renew coverage, provide information to the Exchange. Allows an individual whose information has been transferred to discontinue the application.

**AB 931 (Dickinson-D) Environment – CEQA Exemption (SUPPORT)**

*Senate Environmental Quality Committee*

Amends CEQA. Relates to exempting infill housing projects in urbanized section of the unincorporated area of a county, from meeting a community level environmental review. Exempts residential units including projects that may be used for neighborhood-serving goods, services, or retail uses to a level that does not exceed a specified percentage of the building square footage. Authorizes the use of a sustainable communities environmental assessment or modified environmental impact report for a transit proximity or employment priority project. CSAC sponsored this bill at Contra Costa County's request.

**SB 34 (Simitian-D) Water Resources Investment Act of 2011 (SUPPORT IN CONCEPT)**

*Senate Appropriation Committee*

Requires revenues and charges collected under the Water Resources Investment Program to be deposited in the state Water Resources Investment Program Fund and a number of regional investment accounts within the fund. Requires money in the regional accounts be for water-related projects and programs. Requires state account moneys be appropriated for specified statewide water-related programs and the Delta plan, mercury contamination in the Sacramento-San Joaquin Delta, and for related bond debt service.

**SB 106 (Blakeslee-R) Special Elections (SUPPORT)**

*Senate Appropriations Committee*

Provides that expenses authorized and necessarily incurred on or after January 1, 2009, and before April 19, 2011, for elections proclaimed by the Governor to fill a vacancy in the office of Senator or Member of the Assembly, or to fill a vacancy of Congressional members, shall be paid by the state.

**SB 141 (Price-D) Elections – Payment of Expenses (SUPPORT)**

*Senate Appropriations Committee*

Provides that expenses authorized and necessarily incurred for elections proclaimed by the Governor to fill a vacancy in the office of State Senator or Assembly Member, or to fill a vacancy in the office of United States Senator or Representative in the Congress, are to be paid by the state. Provides that the state shall pay only those additional expenses directly related to the election proclaimed by the Governor when combined with a local election.

**SB 394 (DeSaulnier-D) Health Schools Act of 2011 (SUPPORT)**

*Senate Appropriations Committee*

Enacts the Healthy Schools Act of 2011. Requires all school sites to send at least one person to Department of Pesticide Regulation training.



**SB 662 (DeSaulnier-D) Public Services (SUPPORT)***Assembly Human Services Committee*

Authorizes, contingent upon a specified finding, the Department of Finance and any county to enter into a contract to authorize the county to integrate specified public services. Requires the Legislature to ratify the contract by an enactment of a bill. Requires the county board of supervisors to ratify the contract. Provides the term of the contract. Requires the county to report to the department and the Legislature on the progress towards meeting the goals of the contract by the 5th year.

**SB 703 (Hernandez, E. -D) Health Care Coverage – Basic Health Program (SUPPORT)***Assembly Appropriations Committee*

Establishes a Basic Health Program to be administered by the Managed Risk Medical Insurance Board. Requires the board to enter into a contract with the federal government to implement the program. Sets forth the duties relative to the eligibility, premiums, and the selection of health plans. Permits enrollment beginning on a specified date. Creates a related trust fund subject to appropriation. Provides funding sources. Authorizes General Fund loans for the initial start-up expenses. Requires an evaluation.

**SB 744 (Wyland-R) Water Submeters – Testing (OPPOSE)***Assembly Inactive File*

Provides that any water submeter tested by equipment that is calibrated by tests traceable to specified standards shall be deemed to be sealed and approved for commercial use, provided that the submeter satisfies certain criteria. Provides that no submeter shall be considered to have been put into service prior to its installation if the submeter is to be used in a multiunit residential structure. Requires notification to the county sealer that a meter is placed in service. Provides for a civil penalty.

**SB 810 (Leno-D) Single-Payer Health Care Coverage (SUPPORT)***Senate Appropriations Committee*

Establishes the State Healthcare System. Creates State Healthcare Agency. Makes all residents eligible for specified health care benefits under the System, which would, on a single-payer basis, negotiate for or set fees for health care services provided through the system and pay claims for those services. Creates the Healthcare Policy Board.

**BILLS THAT FAILED PASSAGE****AB 710 (Skinner-D) Local Planning (NEUTRAL AFTER AMENDMENT)***Failed Passage on Senate Floor*

Prohibits a city or country from requiring a minimum parking standard greater than one parking space per 1,000 square feet of nonresidential improvements and one parking space per unit of residential improvements for any new development project in transit sensitive areas. This bill was amended to allow existing projects to continue if a parking study had been completed, but was opposed by many local jurisdictions.





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## Contra Costa County Legislation Summary Report: Delta-related Legislation

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Numerous Delta-related bills were introduced in the Legislature in 2011. Some of them became two-year bills, due to the ever-controversial nature of Delta issues and the difficulty of resolving these issues. These bills will be taken up again in 2012, the second year of the current two-year session.

Following is a summary of the Delta bills on which the Board of Supervisors adopted a position in 2011.

### **Delta bills supported by the Board of Supervisors**

*AB 134 (Dickinson)* – Signed into law by the Governor. The bill provides the Sacramento Regional County Sanitation District with eligibility to sell its treated wastewater to downstream water users, subject to receiving a permit by the state. The bill enables the Sacramento agency to follow the example set by the Central Contra Costa Sanitary District and others, in selling some of the wastewater they treat. Revenue will be used by the Sacramento agency to pay for extensive improvements in its treatment facilities.

*SB 34 (Simitian)* – Became a two-year bill, in Senate Appropriations Committee; may be heard in 2012. SB 34 creates an annual fee on water districts, with the funds going to a variety of water-related infrastructure projects including levee improvements.

*SB 595 (Wolk)* -- Signed into law by the Governor. The bill strengthens the State Lands Commission's ability to remove abandoned vessels in waters under its jurisdiction, and quickens the process.

*SB 834 (Wolk)* – Vetoed by the Governor. Would have required regions of California that depend on Delta water to indicate how they will reduce their reliance on the Delta. The bill did not place any performance measures or reporting requirements on the regions, so there were no teeth in it. The Governor's veto message indicated he vetoed the bill because it did not add to existing law.

### **Delta bills opposed by the Board of Supervisors**

*AB 576 (Dickinson)* – Became a two-year bill, in Assembly Water, Parks and Wildlife Committee; may be heard in 2012. AB 576 requires the Delta Stewardship Council to develop a Delta financing plan, based on the "beneficiary pays" philosophy which holds that those who benefit from Delta water projects should pay for them. While "beneficiary pays" is consistent with the County's adopted Delta Water Platform, the bill contained details that were inconsistent with the County's position.

*AB 627 (Berryhill)* – Died in Assembly Appropriations Committee. The bill would have

expedited a state study of two Delta water projects known as the Two-Gates Demonstration Project and the Delta Corridors Plan. The County opposed both projects due to their potential impacts on water quality and boater safety in the western Delta.

*AB 752 (Brownley)* – Died in Senate Natural Resources and Water Committee. The bill would have required jurisdictions with public trust lands to perform studies and develop plans for coping with sea-level rise. The bill did not provide funding for this substantial planning effort. Although the County itself would not have been subject to the bill, the cities of Richmond, Antioch and Oakley would have been subject to it.

### **Federal Delta bills opposed by the Delta Counties Coalition**

The Delta Counties Coalition opposed two bills introduced in Congress by Central Valley congressmen that would conflict with state and federal policies on water quality and environmental protection, and provide Central Valley water districts with rights to more Delta water. These bills conflict with the Contra Costa County Board of Supervisors' adopted Delta Water Platform. The bills were not forwarded to the Board by the Transportation, Water and Infrastructure Committee (TWIC) because the Delta Counties Coalition already was aggressively advocating against them in Washington on behalf of the five member counties. These two bills are described below.

*HR 1251 (Costa)* – In House Committee on Natural Resources. The bill would remove recent judicial restrictions on export pumping of water from the Delta, increase the export pumping, and roll back water quality projections.

*HR 1837 (Nunes)* – In House Committee on Natural Resources, Subcommittee on Water and Power. The bill would roll back portions of the Federal Clean Water Act and would change long-standing water rights in California to provide more water rights to a specific group of Central Valley water districts.

The Delta's entire congressional delegation has expressed opposition to both bills and has written letters to the bills' authors expressing their concerns. The County's federal legislative advocate in Washington is monitoring any movement on these bills and will keep the County and the Delta Counties Coalition advised.

**PROPOSED 2012 STATE LEGISLATIVE PLATFORM  
CONTRA COSTA COUNTY**



*Each year, the Board of Supervisors adopts a State Legislative Platform that establishes priorities and policy positions with regard to potential State legislation and regulation. The State Legislative Platform includes County-sponsored bill proposals; policy issues that provide direction and guidance for identification of bills which would affect the services, programs or finances of Contra Costa County; and issues regarding the State budget and state-local relationship.*

**COUNTY-SPONSORED BILLS**

- 1. New Pension Tiers Legislation:** The County is currently in negotiation with many of its bargaining units regarding the development of new pension tiers, Tier IV and Tier D (for Safety employees). The current Memorandum of Understanding for Local 21 and the Management Resolution both include provisions to close Tier III, Tier A, and Tier C to all hired after December 31, 2012 and create Tier IV and Tier D, which will be applicable to all hired after that date.

The County is seeking enabling legislation to amend the County Employees Retirement Act of 1937 to enact this change and to allow Tier IV to apply to each bargaining unit that agrees to implement the Tier. In addition, the County is also presently negotiating with its safety-related bargaining units with the intention of reaching agreement on the creation and adoption of Tier D<sup>1</sup>. As with Tier IV, Tier D will apply to each bargaining unit that agrees to implement the Tier, and enabling legislation is required to effectuate the new tier.

The County may also seek in legislation, as appropriate, additional general authority for the County and its Unions to agree to different retirement benefits for future employees for different bargaining units or subgroups, if approved in a Memorandum of Understanding. In addition, the County may also seek, as appropriate, additional general authority for the County and its Unions to agree that employees hired after December 31, 2012 may pay part of the Employer's retirement contributions, if approved in a Memorandum of Understanding.

***Rationale:** By negotiating these retirement plan changes at the bargaining table, Contra Costa County achieves local pension reform that saves money for County taxpayers and helps the pension system, the Contra Costa County Employees Retirement Association (CCCERA), stay sustainable for retirees. Legislation is required to amend the County Employees Retirement Law of 1937 to enact these changes.*

<sup>1</sup> On December 6, 2011, the Board of Supervisors adopted Resolution No. 2011/486 approving the MOU with the Deputy Sheriffs' Association Management Unit and the MOU with the DSA, Rank and File Unit, implementing an agreement for the period of July 1, 2008 through June 30, 2013.

- 2. Retain In Home Supportive Services (IHSS) Savings Through Targeted Program Management:** Contra Costa County IHSS believes it can save service hours – and thereby costs – through an on-going Target Program Management. By aiming to stay below the “natural growth rate” in hours of 3.2 – 7.5% per year (based on history), Contra Costa County IHSS projects that it can achieve annual savings of up to \$2.0 million to the State General Fund during the next five years. Beginning FY 2011-12, Contra Costa County requests that the State share any savings between the projected “natural growth rate” in IHSS service hours and the actual service hours achieved by the County each year, in a share ratio formula to be determined.

Savings retained by the County would be kept within the IHSS program, or possibly applied to other endangered safety net programs for seniors – such as Adult Day Health Care, Legal Services and community-based nutrition and transportation programs. This framework is consistent with the State’s Realignment plan that places greater autonomy at the local level. Additionally, the integration of several service elements is in keeping with the overall national trend toward an integrated model of care and community services.

***Rationale:** This proposal has been created in light of current and anticipated budget challenges that are threatening the existence of IHSS, a California innovation and one of its most successful human service programs. The premise of the proposal is that it is critical to maintain the viability of IHSS, a safety net program that has a proven track record as a cost-effective method for keeping seniors and adults with disabilities in their own homes and out of expensive nursing homes. Equal to the financial implication is the public service component: people who need in-home services and their families have a high preference for independent living arrangements over nursing home consignment.*

#### **LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES**

Each year, issues emerge through the legislative process that are of importance to the County and require advocacy efforts. For 2012, it is anticipated that critical issues requiring legislative advocacy will include the following:

- 1. State Budget –** A slow economic recovery continues to plague the state and hamper the ability to fund core services. Baseline General Fund revenues for FY 2012-13 are projected to total \$89 billion, and are not expected to return to their 2007-08 levels until 2014-15. Further, there remain significant risks and uncertainty to the state’s fiscal health, including ongoing debt obligations, pension liabilities, and uncertainties associated with the continuing debate on addressing the federal budget deficit. The budget deficit for 2012-13 is estimated to be \$9.2 billion, including a current year deficit of \$4.1 billion. To address the deficit, the Governor is proposing a combination of spending reductions and temporary taxes (via ballot initiative) totaling \$10.3 billion to both balance the budget and establish a \$1.1 billion reserve. The Governor also

~~proposes a new round of trigger cuts slated to take effect if his ballot initiative fails. According to the most recent estimates from the Legislative Analyst's Office (LAO), the net effect of the lower projected revenues for 2011–12, the anticipated \$2 billion in trigger cuts, and the expected inability of the state to achieve about \$1.2 billion of other budget actions—as well as a few other minor changes—would leave the General Fund with a \$3 billion deficit at the end of 2011–12. In 2012–13, the state will face increased costs due, in part, to the expiration of a number of temporary budget measures adopted in recent years. Most notably, under the LAO's forecast methodology (which does not incorporate any effects from a possible November 2012 ballot measure concerning taxes), General Fund Proposition 98 costs—as well as “settle up” payments to schools—are projected to rise by \$6 billion in 2012–13. Moreover, in 2012–13, the state must repay the \$2 billion Proposition 1A property tax loan that was used to help balance the budget in 2009. The LAO forecasts that the General Fund's 2012–13 operating shortfall will be \$9.8 billion. Accordingly, the LAO projects that the Legislature and the Governor will need to address a \$12.8 billion budget problem between now and the time that the state adopts a 2012–13 budget plan.~~

The long-standing practice of state government has been to look to counties as a means of balancing its budget. While opportunities to do so are more limited with the passage of Proposition 1A, the magnitude of the deficit makes it certain the State will be creative in their efforts to include counties as part of its budget balancing solution, likely through additional program re-alignment and revenue reductions.

Of particular concern to counties is the inadequate reimbursement for our increasing cost of operating several human services programs: the Human Services Funding Deficit, formerly referred to as the “Cost of Doing Business.” The annual shortfall between actual county expenses and State reimbursement has grown to over \$1 billion since 2001, creating a de facto cost shift to counties. The funding gap forces counties to reduce services to vulnerable populations and/or divert scarce county resources from other critical local services. It also increases the risk of State and Federal penalties.

**2. Health Care** – Counties have a high stake in California's health reform efforts. Counties serve as employers, payers, and providers of care to vulnerable populations. Consequently, counties stand ready to actively participate in discussions of how to best reform the health care system in California and implement the national health care reform legislation passed in 2010.

**3. Water and Levees /The Sacramento-San Joaquin Delta** – The Legislature's passing of the Delta Reform Act (2009), a package of bills which established among other things, co-equal goals for reliable water supply and ecosystem restoration for the Delta, as well as the proposed Bay Delta Conservation Plan (BDCP)—an effort to construct a massive peripheral canal/tunnel—will require significant, large-scale change to the Delta as we know it today. The scope and content of these changes and continuing political battles between north and south over water will continue to dominate legislative and administrative agendas in the coming year. Significant future impacts upon the County in the areas of water quality and supply, levees, ecosystem,

governance and flood control are anticipated. Additionally, a water bond has been proposed for the November 2012 ballot. Consideration should be given to the potential for the County to sponsor Delta-related legislation through our legislative delegation. The County may also work with the Delta Counties Coalition (DCC) to sponsor Delta-related legislation. Particular areas of concern for 2012 include, but are not limited to, impacts of Delta plans on local land use authority and expediting state bond funding for levee improvement projects. The County's **adopted** Delta Water Platform, as well as the Strategic and Action Plans, are incorporated in this Platform by reference.

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**4. Constitutional Protections and Realignment Implementation**—Since the 2011 Public Safety Realignment package passed in June 2011 without the constitutional protections requested by counties, one of the central goals of counties is to support efforts to achieve the constitutional protections that guarantee a dedicated on-going revenue stream and include provisions protecting counties against future actions by the Legislature, the courts, regulations or executive orders that increase county costs for Realignment. Counties will also support efforts to ensure that the receipt of Local Community Corrections Funds matches the amounts anticipated from the State, without undue delay.

In addition, there are major realignment implementation issues that need to be addressed and passed in the Legislature including the “super structure,” how to allocate growth of revenue, and the transferability of funds between programs.

With regard to Public Safety realignment, the County will support efforts that facilitate the smooth transition of prisoners and parolees at the county level. Counties are currently receiving parolees whose latest crime fits the specified “non-violent, non-serious, non-sex offender” (N3) definition, but who have a criminal background that includes violent, serious and/or sexual crimes. Under the current legislation, the person’s latest offense/crime determines if they meet the N3 criteria. However, counties are receiving people who have a very violent background. Specifically, a change would be requested to prevent those whose total criminal background does not meet the N3 criteria. These individuals should stay under the responsibility of the State.

The County will also support efforts to alter the present formula for the allocation of funds to counties, which favors those counties that currently incarcerate a greater percentage of the local population due to local sentencing practices, fewer crimes outside the non-violent, non-serious, non-sexual criteria, and a lesser commitment to alternative sentencing and diversion programs. The County will also support efforts to provide additional funding/grants to those counties that have a commitment to lowering the crime rate and reducing recidivism through the provision of innovative, comprehensive, evidence-based programs for offender populations and their families.

Any future proposals to realign programs to counties must have constitutionally guaranteed ongoing funding and protections. The County will oppose any proposals that will transfer additional program responsibility to counties without funding and protections.

## **STATE PLATFORM POLICY POSITIONS**

A brief background statement accompanies policy positions that are not self-evident. Explanatory notes are included either as the preface to an issue area or following a specific policy position. Please note that new and revised policy positions are **highlighted and in italics**. The rationale for the policy position is italicized.

### **Agricultural Issues**

1. SUPPORT efforts to ensure sufficient State funding for pest and disease control and eradication efforts to protect both agriculture and the native environment, including glassy-winged sharpshooter, light brown apple moth, and Japanese dodder activities; high risk pest exclusion activities; pesticide regulatory and law enforcement activities; and noxious weed pest management. *Agriculture is an important industry in Contra Costa County. Protection of this industry from pests and diseases is important for its continued viability.*
2. SUPPORT continued appropriations for regulation and research on sudden oak death, a fungal disease affecting many species of trees and shrubs in native oak woodlands. *The County's natural environment is being threatened by this disease.*
3. SUPPORT funding for agricultural land conservation programs and agricultural enterprise programs to protect and enhance the viability of local agriculture. *The growth in East County and elsewhere has put significant pressure on agricultural lands, yet agriculture is important not only for its production of fresh fruits, vegetables and livestock, but also as a source of open space.*
4. SUPPORT legislation to establish legal authority where needed to facilitate the efforts by the California Department of Food and Agriculture and the Department of Boating and Waterways to survey and treat all incipient infestations of the South American spongeplant and a continued long-term effort to rid the Delta of this **and other** invasive species. *Invasive aquatic species **are** a threat to agriculture, the environment and recreation in the Delta.*

### **Animal Services Issues**

5. SUPPORT efforts to protect local revenue sources designated for use by the Animal Services Department; i.e., animal licensing, fines and fees. *Fines, fees, and licensing are major sources of revenue for the Animal Services Department. The demand for animal services is increasing each year as does the demand on the General Fund. It is important to protect these revenue sources to continue to provide quality animal service and to meet local needs.*



6. SUPPORT efforts to protect or increase local control and flexibility over the scope and level of animal services. *Local control over the scope of animal services is necessary to efficiently address public safety and other community concerns. Local control affords jurisdictions the ability to tailor animal service programs to fit their communities. Animal related issues in dense urban areas vary from those in small, affluent communities.*
7. SUPPORT efforts to protect against unfunded mandates in animal services or mandates that are not accompanied by specific revenue sources which completely offset the costs of the new mandates, both when adopted and in future years. *Unfunded mandates drain our limited fiscal resources and, at the same time, chip away at local control over the scope and level of services.*
8. SUPPORT efforts to ensure full funding of State animal services mandates, including defense of the Department of Finance's lawsuit against the State Commission on Mandates regarding the State obligations for reimbursement of local costs for animal services incurred in compliance with SB 1785. *The County invested large sums of money to comply with SB 1785, with the assurance that our cost would be offset by reimbursements from the State. Failure by the State to honor the reimbursements negatively impacts the County General Fund and Animal Services' budget.*
9. SUPPORT efforts to protect and/or increase County flexibility to provide animal services consistent with local needs and priorities. *The demand for quality animal service programming continues to increase each year. The County is experiencing population growth and changing demographics. It is incumbent upon the Animal Services Department to be flexible enough to adjust to the changing needs and priorities.*
10. SUPPORT efforts to preserve the integrity of existing County policy relating to Animal Services (e.g., the Animal Control Ordinance and land use requirements). *Contra Costa is looked upon as one of the model Animal Services Departments in the state. Its policies, procedures, and ordinances are the yardstick against which other Animal Control organizations are measured. The local control exercised by the Board of Supervisors is key to that hallmark.*

#### **Child Support Services Issues**

11. SUPPORT the establishment of a statewide electronic registry for the creation and release/satisfaction of liens placed on property of a non-custodial parent as necessary to collect delinquent child support payments. *California law currently provides that recording an abstract or notice of support judgment with a County Recorder creates a lien on real property. This requires recording the judgment in each of the 58 counties in order not to miss a property transaction. An electronic registry would simplify not only the creation of liens but also the release/satisfaction of liens because there would be a single statewide point of*



*contact, and the entire process would be handled electronically through automated means.*

12. SUPPORT amendment of current law that states that documents completed and recorded by a local child support agency may be recorded without acknowledgement (notarization) to clarify that the exception is for documents completed or recorded by a local child support agency. *This amendment clarifies that documents that are prepared by the local child support agency and then sent for recording either by the local child support agency or by the obligor (non-custodial parent) or by a title insurance company are covered by the exemption, a technical point not acknowledged by all county recorder offices.*
13. SUPPORT efforts to simplify the court process for modifying child support orders by the court by requiring court appearances only when one of the parties objects to the modification. *Currently, establishment of parentage and support by the court is permitted without court appearance if both parties are in agreement. A similar process for modification would reduce court time, the workload of all involved agencies and parties, and streamline the process.*
14. SUPPORT efforts to ensure that the reduction caused by the federal Deficit Reduction Act of 2005 to the California Department of Child Support Services is not passed down as a reduction to the local program. *The Act places a restriction on the ability of states to use incentive funds as the state match to draw additional federal funds. In previous years, California used its \$30 million in federal funds in child support programs.*
15. SUPPORT efforts that would require the Department of Child Support Services to provide any notice form, information, or document that is required or authorized to be given, distributed, or provided to an individual, a customer, or a member of the public to be given, distributed, or provided in a digitized form, and by any means the Department determines is feasible, including, but not limited to, e-mail or by means of a web site.

#### **Climate Change Issues**

16. SUPPORT the CSAC *Climate Change Policy Statements and Principles* which address a broad range of issues affected by climate change, including water, air quality, agriculture, forestry, land use, solid waste, energy and health. *The document is largely based on existing CSAC policy and adapted to climate change. Additionally, the document contains a set of general principles which establish local government as a vital partner in the climate change issue and maintain that counties should be an active participant in the discussions in the development of greenhouse gas reduction strategies underway at the state and regional level.*

17. SUPPORT efforts to ensure that the implementation of AB 32 results in harmony among the greenhouse gas reduction target created by the Air Resources Board for each regional/local agency, the housing needs numbers provided by the state Department of Housing and Community Development pursuant to housing element law, the Sustainable Communities Strategy, and the Regional Transportation Plan processes.

### **Elections Issues**

18. SUPPORT legislation to adjust precinct sizing from 1,000 voters per precinct to 1,250 voters per precinct. *With the option of being able to have up to 1,250 voters per precinct, the best polling locations in a neighborhood can be selected, and that same site is more likely to be used for several elections, thus avoiding the need to change poll sites for voters.*
19. SUPPORT full state reimbursement for state mandates imposed upon local registrars by the Secretary of State, including special state elections. *The state has committed to reimburse Counties for the cost of certain state mandates. That reimbursement process, SB 90, can be lengthy and contentious. The SB 90 process is also subject to uncertainties including partial payments, delayed payments, and now, suspended or no payments. In lieu of the SB 90 process for Elections, there is merit in the examination of having the state pay its pro-rata share of costs when state candidates/measures are on the ballot.*
20. SUPPORT legislation that would add provisions to the state Elections Code that would allow special elections to fill a vacancy in a congressional or legislative district to be conducted by all mailed ballots at the county's discretion.

### **Emergency Preparedness, Emergency Response**

21. SUPPORT legislation that would give local agencies more authority to train volunteers and help clean-up oil spills without taking on additional legal liability.
22. SUPPORT legislation that would require the state's Oil Spill Prevention and Response Agency to improve communication and clean-up technology, increase safety standards for ships and establish special protections for ecologically sensitive areas.
23. SUPPORT legislation that would require responses to future oil spills in a shorter timeframe, with a more regional approach.
24. SUPPORT measures that enable counties and other local agencies to better exercise their responsibilities to plan for and respond to emergencies and disasters without taking on additional legal liability and oppose those that do not recognize or support the county and local agency role in the State's Standardized Emergency Management System.

25. SUPPORT legislation or other measures requiring the creation of emergency rock stockpiles suitable for levee repair throughout the Delta, enabling increasingly efficient and less costly prevention of levee breaks and enhancement of initial response capabilities.

#### **Eminent Domain Issues**

26. SUPPORT legislation that maintains the distinction in the California Constitution between Section 19, Article I, which establishes the law for eminent domain, and Section 7, Article XI, which establishes the law for legislative and administrative action to protect the public health, safety, and welfare.
27. SUPPORT legislation that would provide a comprehensive and exclusive basis in the California Constitution to compensate property owners when property is taken or damaged by state or local governments, without affecting legislative and administrative actions taken to protect the public health, safety, and welfare.

#### **Flood Control and Clean Water Issues**

28. SUPPORT authorization for regional approaches to comply with aquatic pesticide permit issues under the purview of the State Water Resources Control Board. *Contra Costa County entered into an agreement with a neighboring county and several cities to share the costs of monitoring. While it makes sense for local government to pool resources to save money, State Board regulations make regional monitoring infeasible.*
29. SUPPORT efforts to provide local agencies with more flexibility and options to fund clean water programs. *Stormwater requirements issued by the Regional Water Quality Control Boards are becoming more and more expensive, yet there is no funding. Stormwater should be structured like a utility with the ability to set rates similar to the other two key water services: drinking water and wastewater.*
30. SUPPORT efforts to provide immunity to local public agencies for any liability for their clean-up of contaminations on private lands. *This will be more critical as the Regional Water Quality Control Boards institute Total Maximum Daily Loads, which establish a maximum allowable amount of a pollutant (like mercury) in the stormwater from a watershed.*

#### **General Revenues/Finance Issues**

*As a political subdivision of the State, many of Contra Costa County's services and programs are the result of state statute and regulation. The State also provides a substantial portion of the County's revenues. However, the State has often used its authority to shift costs to counties and to generally put counties in the difficult position of trying to meet local service needs with inadequate resources. While Proposition 1A provided some protections for counties, vigilance is necessary to protect the fiscal integrity of the County.*

31. SUPPORT the State's effort to balance its budget through actions that do not adversely affect County revenues, services or ability to carry out its governmental responsibilities.
32. OPPOSE any state-imposed redistribution, reduction or use restriction on general purpose revenue, sales taxes or property taxes unless financially beneficial to the County. *(Note that a redistribution of sales and property tax may be beneficial to Contra Costa County in the event that sales tax growth continues to lag behind property tax growth.)* ~~This policy includes opposition to the shift of additional redevelopment property tax increment revenues (beyond what was shifted in ABx1-17) to the Educational Revenue Augmentation Fund (ERAF).~~
33. OPPOSE efforts to limit local authority over transient occupancy taxes (TOT).
34. OPPOSE any efforts to increase the County's share-of-cost, maintenance-of-effort requirements or other financing responsibility for State mandated programs absent new revenues sufficient to meet current and future program needs.
35. SUPPORT efforts to ensure that Contra Costa County receives its fair share of State allocations, including mental health funding under Proposition 63 and pass-through of federal funds for anti-terrorism and homeland security measures. *The State utilizes a variety of methods to allocate funds among counties, at times detrimental to Contra Costa County.*
36. SUPPORT efforts to receive reimbursement for local tax revenues lost pursuant to sales and property tax exemptions approved by the Legislature and the State Board of Equalization.
37. SUPPORT continued efforts to reform the state/local relationship in a way that makes both fiscal and programmatic sense for local government and conforms to the adopted 2010 CSAC Realignment Principles, with an emphasis on maximum flexibility for counties to manage the existing and realigned discretionary programs.
38. SUPPORT efforts to relieve California of the federal Child Support penalties without shifting the cost of the penalties to the counties.
39. SUPPORT a reduction in the 2/3 vote requirement for special taxes that fund a comprehensive community plan developed by the county, cities and school districts that improve health, education and economic outcomes and reduce crime and poverty.
40. SUPPORT efforts to authorize counties to impose forfeitures for violations of ordinances, as currently authorized for cities. *This would provide the County with the opportunity to require deposits to assure compliance with specific ordinance*

*requirements as well as retain the deposit if the ordinance requirements are not met. Currently, the County is limited to imposing fines which are limited to only \$100 - \$200 for the first violation, which has proven to be an ineffective deterrent in some cases.*

41. SUPPORT efforts to redefine the circumstances under which commercial and industrial property is reassessed to reduce the growing imbalance between the share of overall property tax paid by residential property owners versus commercial/industrial owners.
42. SUPPORT efforts to reduce County costs for Workers' Compensation, including the ability to control excessive medical utilization and litigation. *Workers' Compensation costs are significant, diverting funds that could be utilized for County services. Workers' Compensation should provide a safety net for injured employees, for a reasonable period of time, and not provide an incentive for employees to claim more time than medically necessary.*
43. SUPPORT state actions that maximize Federal and State revenues for county-run services and programs.
44. SUPPORT legislative compliance with both the intent and language of Proposition 1A *and Proposition 22 (on an issue-by-issue basis).*
45. SUPPORT full State funding of all statewide special elections, including recall elections.
46. OPPOSE efforts of the State to avoid state mandate claims through the practice of repealing the statutes, then re-enacting them. *In 2005, the State Legislature repealed sections of the Brown Act that were subject to mandate claims, then re-enacted the same language pursuant to a voter-approval initiative, and therefore, not subject to mandate claims.*
47. SUPPORT strong Public Utilities Commission (PUC) oversight of state-franchised providers of cable and telecommunications services, including rigorous review of financial reports and protection of consumer interests. *AB 2987 (Núñez), Chapter 700, statutes of 2006 transferred regulatory oversight authority from local government to the PUC.*
48. SUPPORT timely, full payments to counties by the State for programs operated on their behalf or by mandate. *The State currently owes counties over \$1 billion in State General Funds for social services program costs dating back to FY 2002-03.*
49. SUPPORT full State participation in funding the County's retiree and retiree health care unfunded liability. *Counties perform most of their services on behalf of the State and Federal governments. Funding of retiree costs should be the*

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*responsibility of the State, to the same extent that the State is responsible for operational costs.*

50. ***SUPPORT legislation that provides constitutional protections and guaranteed funding to counties under Realignment.***

### **Health Care Issues**

*Counties remain concerned about any health care reform that could transfer responsibility to counties, without commensurate financing structures or in a manner not compatible with the County's system. Counties support a concept of universal health coverage for all Californians. Toward that end, counties urge the state to enact a system of health coverage and care delivery that builds upon the strengths of the current systems in our state, including county-operated systems serving vulnerable populations.*

*Currently, California has a complex array of existing coverage and delivery systems that serve many, but not all, Californians. Moving this array of systems into a universal coverage framework is a complex undertaking that requires sound analysis, thoughtful and deliberative planning, and a multi-year implementation process. As California moves forward with health care reform, counties urge the State to prevent reform efforts from exacerbating problems with existing service and funding. The State must also consider the differences across California counties and the impacts of reform efforts on the network of safety-net providers, including county providers. The end result of health reform must provide a strengthened health care delivery system for all Californians, including those served by the safety net.*

51. *SUPPORT State action to increase access and affordability. Access to care and affordability of care are critical components of any health reform plan. Expanding eligibility for existing programs will not provide access to care in significant areas of the state. Important improvements to our current programs, including Medi-Cal, must be made either prior to, or in concert with, a coverage expansion in order to ensure access. Coverage must be affordable for all Californians to access care.*
52. *SUPPORT Medi-Cal reimbursement rate increases to incentivize providers to participate in the program.*
53. *SUPPORT administrative streamlining of Medi-Cal, including elimination of the asset test and semi-annual reporting and changes to income verification. California should look to other states for ideas to reduce administrative costs, such as allowing all children born into Medi-Cal to remain on the program until age 21.*
54. *SUPPORT actions that address provider shortages (including physicians, particularly specialists, and nurses). Innovative programs, such as loan forgiveness programs, should be expanded. In an effort to recruit physicians from other states, the licensing and reciprocity requirements should be re-examined. Steps should be taken to reduce the amount of time it takes to obtain a Medi-Cal provider number (currently six to nine months).*

55. SUPPORT efforts that implement comprehensive systems of care, including case management, for frequent users of emergency care and those with chronic diseases and/or dual diagnoses. *Approaches could be modeled after current programs in place in safety net systems.*
56. SUPPORT efforts that provide sufficient time for detailed data gathering of current safety funding in the system and the impact of any redirection of funds on remaining county responsibilities. *The interconnectedness of county indigent health funding to public health, correctional health, mental health, alcohol and drug services and social services must be fully understood and accounted for in order to protect, and enhance as appropriate, funding for these related services.*
57. OPPOSE safety net funding transfers until an analysis of who would remain uninsured (e.g. medically indigent adults, including citizens, who cannot document citizenship under current Medicaid eligibility rules) is completed in order to adequately fund services for these populations.
58. SUPPORT efforts to clearly define and adequately fund remaining county responsibilities.
59. SUPPORT State action to provide an analysis of current health care infrastructure (facilities and providers), including current safety net facilities across the state, to ensure that there are adequate providers and health care facilities, and that they can remain viable after health reform.
60. SUPPORT efforts to provide adequate financing for reforms to succeed.
61. SUPPORT measures that maximize Federal reimbursement from Medicaid and S-CHIP.
62. SUPPORT State action to complete actuarial studies on the costs of transferring indigent populations, who currently receive mostly episodic care, to a coverage model to ensure that there is adequate funding in the model.
63. SUPPORT efforts that ensure that safety net health care facilities remain viable during the transition period and be supported afterwards based on analyses of the changing health market and of the remaining safety net population.
64. SUPPORT State action to implement the 2010 Medi-Cal waiver in a manner that maximizes the drawdown of federal funds for services and facilities, provides flexibility, and ensures that counties receive their fair share of funding.
65. SUPPORT efforts to increase revenues and to contain mandated costs in the County's hospital and clinics system.



66. SUPPORT efforts to increase the availability of health care to the uninsured in California, whether employed or not.
67. SUPPORT legislation that improves the quality of health care, whether through the use of technology, innovative delivery models or combining and better accessing various streams of revenue, including but not limited to acute and long term care integration.
68. SUPPORT legislation to protect safety net providers, both public and private. Legislation should focus on stabilizing Medi-Cal rates and delivery modes and should advocate that these actions are essential to the success of any effort to improve access and make health care more affordable.

*Currently there is no planned or organized system of care for young people and their families in need of alcohol and drug treatment services. Moreover there is a vast disparity between treatment need and treatment capacity for adolescents. Relative to the need and demand for this service, this is an area of the State's health care system that has been largely ignored.*

69. SUPPORT State efforts to increase the scope of benefits and reimbursement rates contained in Minor Consent Medi-Cal to give youth suffering from substance abuse disorders access to a continuum of care, including residential and one-on-one outpatient treatment.
70. SUPPORT efforts to give incentives to providers to establish more youth-driven treatment facilities within the community.
71. SUPPORT efforts to extend Minor Consent Medi-Cal Coverage to incarcerated youths, many of whom are in custody due to drug related crimes. *This could greatly decrease recidivism in the juvenile justice system.*
72. SUPPORT county efforts in the promotion of partnerships that provide integrated responses to the needs of alcohol and drug populations, including criminal justice, perinatal and youth as well as those populations with co-occurring disorders.
73. SUPPORT and encourage the development of strategies that include alcohol and drug services in the provision of all culturally appropriate health care services.
74. SUPPORT the development and institutionalization of a tracking system for use on utilization and notification of Healthy Family substance abuse benefits for youths enrolled under California's Health Family program. *Like other youth in California, youth in Contra Costa County, are the most underserved population in the County's Alcohol and Other Drug (AOD) Services' caseloads. The Healthy Family initiative holds great potential as a funding source to address this major deficit in our AOD treatment services.*



75. SUPPORT efforts to require coverage of medically necessary alcohol and substance abuse related disorder treatment on the same levels as other medical conditions in health care service plans and disability insurance policies. *Alcohol and drug treatment services are the most under-funded of all health services. Neither the state nor the federal allocations to the County covers medical treatment for AOD services, and so are a cost borne by the County.*

### **Human Services Issues**

76. SUPPORT efforts to increase County flexibility in use of CalWORKs funds and in program requirements in order to better support the transition of welfare dependent families from welfare-to-work and self-sufficiency, including, but not limited to: extending supportive services beyond the current limit; enhancing supportive services; increasing diversion and early intervention to obviate the need for aid; developing a state earned income tax credit; expanding job retention services; developing an eligibility definition to 250% of the poverty level; and exempting the hard-to-serve from welfare-to-work activities and the 20% exemption or providing flexibility in the time limit (dependent upon terms and conditions of TANF reauthorization). Support efforts to align CalWORKs property and asset limitations with those of Food Stamps. *All of these measures would make it easier for CalWORKs families to enter employment services, become employed, and continue with the support they need in order to maintain their jobs.*
77. SUPPORT efforts to revise the definition of “homelessness” in the Welfare & Institutions Codes to include families who have received eviction notices due to a verified financial hardship, thus allowing early intervention assistance for CalWORKs families. *Current law prevents CalWORKs from providing homeless assistance until the CalWORKs family is actually “on the street.” This rule change would enable the County to work with CalWORKs families who are being threatened with homelessness to prevent the eviction and, presumably, better maintain the parents’ employment status.*
78. SUPPORT efforts to ensure funding of child care for CalWORKs and former CalWORKs families at levels sufficient to meet demand. The State of California has not fully funded the cost of child care for the “working poor.” *Additional funding would allow more CalWORKs and post-CalWORKs families to become and/or stay employed.*
79. SUPPORT efforts to establish an “umbrella code” for the reporting of incidents of elder abuse to the Department of Justice, thus more accurately recording the incidence of abuse. *Current reporting policies within California’s law enforcement community and social services departments are uncoordinated in regards to the reporting of adult abuse. Under an “umbrella code,” law enforcement agencies and social services departments would uniformly report*

*incidents of elder abuse and California would have much better data for policy and budget development purposes.*

80. SUPPORT efforts that seek to identify and eliminate elder financial abuse and elder exposure to crime that may be committed through conservatorships, powers of attorney, notaries and others who have the right to control elder assets.
81. SUPPORT efforts to effectively manage the In Home Supportive Services (IHSS) to establish and maintain cost control mechanisms while delivering quality, targeted services and maintaining program integrity. Efforts include, but are not limited to, establishing an IHSS Volunteer Coordination component coupled with the rebalancing of available hours. Retired volunteer social workers and registered nurses could act as local Care Coordinators, enabling IHSS Social Workers to increase their capacity to perform more timely reassessments that would enable the management of available hours and target services to those clients most in need and at risk of institutionalization.
82. SUPPORT efforts to eliminate the finger-imaging requirement for adult food stamp applicants, recognizing the fraud deterrent aspects of the Electronic Benefits Transfer System. Elimination of the finger-imaging requirement, which was originally implemented as a fraud control measure in the old welfare programs, is viewed by many as an unnecessary or duplicate process. The current electronic benefits transfer system combined with program eligibility processes provides more fraud prevention/detection than does finger-imaging.
83. SUPPORT efforts to allow phone-in Food Stamp Eligibility Redeterminations as a more cost effective benefit reassessment process. As counties such as Contra Costa change their business models to utilize centralized service centers, some of the antiquated process rules and requirements also need to be changed, to allow cost efficient practices. Changing the rules to allow phone-ins for Eligibility Redeterminations is one example.
84. SUPPORT efforts to continue expansion of Child Welfare Redesign Program Improvements including: use of Federal IV-E funding for pre-placement, prevention activities; development of caretaker recruitment and retention campaigns; extension of Independent Living Skill services to age 21; and, funding to implement Children's Child Welfare Workload Study Results, SB 2030. Changes in these areas would enable counties to better meet their performance accountability goals, as required under Federal and State statutes.
85. SUPPORT efforts to allow Medi-Cal clients transportation access to medical care via the most efficient transportation mode possible instead of the very costly ambulance transportation that is currently prevalent. California is currently limited to the types of non-emergency medical transportation for reimbursement by Medi-Cal. However, the federal Medicaid program allows other much less

*costly forms of transportation to be used. Other states use this more permissive definition of approved non-emergency medical transportation to encourage Medicaid clients to receive preventative care and reduce the incidence of last-resort ambulance transportation to hospital emergency rooms for primary care.*

86. OPPOSE any legislation that increases tobacco taxes but does not contain language to replace any funds lost to The California Children and Families Act/Trust Fund for local services as currently funded by tobacco taxes, Prop 10 in 1998 and Prop 99.
87. OPPOSE legislation, rules, regulations or policies that restrict or affect the amount of funds available to, or the local autonomy of, First 5 Commissions to allocate their funds in accordance with local needs.
88. SUPPORT efforts to restore funding in the amount of \$80 Million for the Child Welfare Services Program that was line-item vetoed by Governor Schwarzenegger in the State's FY 2009-10 and FY 2010-11 budgets, as these reductions have a direct impact on local child protective services and the lives of children.
89. SUPPORT efforts by the Contra Costa **County's executive directors and program administrators of all Child Care and Development Programs to restore state budget allocations to the FY 2009-10 levels for the California State Preschool Program (CSPP), California Center-Based General Child Care Program (CCTR), CalWORKs Stage 2 (C2AP), CalWORKs Stage 3 (C3AP), Alternate Payment Program (CAPP), Child Care and Development Grant and the Child Care Retention Program (AB 212).**

### **Indian Gaming Issues**

*Contra Costa County is currently home to the Lytton Band of the Pomo Indians' Casino in San Pablo, a Class II gaming facility. There is also a proposal for an additional casino in North Richmond. Local governments have limited authority in determining whether or not such facilities should be sited in their jurisdiction; the terms and conditions under which the facilities will operate; and what, if any, mitigation will be paid to offset the cost of increased services and lost revenues. Contra Costa County has been active in working with CSAC and others to address these issues, as well as the need for funding for participation in the Federal and State review processes and for mitigation for the existing Class II casino.*

90. SUPPORT efforts to ensure that counties who have existing or proposed Class II Indian gaming facilities receive the Special Distribution Funds.
91. CONSIDER, on a case by case basis, whether or not to SUPPORT or OPPOSE Indian gaming facilities in Contra Costa County, and only SUPPORT facilities that are unique in nature and can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.

92. OPPOSE the expansion or approval of Class III gaming machines at the existing gaming facility in Contra Costa County unless it can be demonstrated that there would be significant community benefits above and beyond the costs associated with mitigating community impacts.
93. SUPPORT State authority to tighten up the definition of a Class II machine.
94. SUPPORT State legislative and administration actions consistent with the CSAC policy documents on development on Indian Lands and Compact negotiations for Indian gaming.

#### **Land Use/Community Development Issues**

95. SUPPORT efforts to promote economic incentives for "smart growth," including in-fill and transit-oriented development. *Balancing the need for housing and economic growth with the urban limit line requirements of Measure J (2004) will rely on maximum utilization of "smart growth" principles.*
96. SUPPORT efforts to increase the supply of affordable housing, including, but not limited to, state issuance of private activity bonds, affordable and low income housing bond measures, low-income housing tax credits and state infrastructure financing. *This position supports Goals 2, 3 and 4 of the County General Plan Housing Element.*
97. SUPPORT *establishment of* a CEQA exemption for affordable housing financing. *Current law provides a statutory exemption from CEQA to state agencies for financing of affordable housing (Section 21080.10(b) of the California Public Resources Code and Section 15267 of the CEQA Guidelines)—but not to local agencies. The current exemption for state agencies is only operational if a CEQA review process has been completed by another agency (e.g., by the land use permitting agency). Since the act of financing does not change the environmental setting, the net effect of the exemption is streamlining the process for providing financial assistance for already approved projects. AB 2518 (Houston) in 2006 was a Contra Costa County-sponsored bill to accomplish this, but it was not successful in the Legislature.*
98. SUPPORT efforts to obtain a CEQA exemption *or to utilize CEQA streamlining provisions* for infill development in unincorporated areas. Section 15332 of the CEQA Guidelines is a Categorical Exemption for infill development projects but only within cities. The exemption should also include urbanized unincorporated areas. The proposal would affect the County's affordable housing, revitalization, and redevelopment programs in all unincorporated urbanized areas of the County. *Without the exemption, housing projects in the unincorporated areas are subject to a more time-consuming and costly process in order to comply with the CEQA guidelines than that which is required of cities, despite having similar housing obligations. Regarding CEQA streamlining, SB 226 (Simitian) limits the*

provisions to cities and unincorporated islands. There may be good infill projects that should qualify for the SB 226 streamlining but do not simply because they are in a county but not an incorporated island.

99. SUPPORT efforts to reform State housing element law to promote the actual production and preservation of affordable housing and to focus less on process and paper compliance.

100. OPPOSE efforts to limit the County's ability to exercise local land use authority.

~~101. SUPPORT increased flexibility in the use of Redevelopment set aside funds for low and moderate income housing. Such flexibility would encourage creative use of these funds, resulting in higher overall production of units. This issue was partly addressed by SB 450 (Lowenthal), which was vetoed by the Governor in 2011 and will likely be reintroduced in some form.~~

~~102.~~ 101. SUPPORT efforts to reduce the fiscalization of land use decision-making by local government, which favors retail uses over other job-creating uses and housing. Reducing incentives for inappropriate land use decisions, particularly those that negatively affect neighboring jurisdictions, could result in more rational and harmonious land use.

~~103.~~ SUPPORT allocations, appropriations, and policies that support and leverage the benefits of approved Natural Community Conservation Plans (NCCPs), such as the East Contra Costa County NCCP. Support the granting of approximately \$20 million to the East Contra Costa County NCCP from the \$90 million allocation for NCCPs in Proposition 84. Support the position that NCCPs are an effective strategy for addressing the impacts of climate change and encourage appropriate recognition of the NCCP tool in implementation of climate change legislation such as SB 375 and AB 32. Promote effective implementation of NCCPs as a top priority for the Department of Fish and Game.

~~104. SUPPORT legislation to eliminate conflicting provisions in the state's Voluntary Alternative Redevelopment Program and to prescribe a schedule of reductions in the community remittance payments to schools when an agency issues bonds for the purpose of funding projects that advance the achievement of statewide goals. Health and Safety Code Section 34194(c)(2)(C) declares the Legislature's intent to develop such legislation.~~

~~102.~~

~~103. If the Supreme Court invalidates the Redevelopment Restructuring Acts of 2011, SUPPORT reform of the existing redevelopment process, as appropriate to consider as part of a budget solution, that represents compromise among all stakeholders with an interest in blight removal and an interest in State and local agency budgets. Furthermore, all stakeholders should be at the table discussing the State and local budget solutions. Specifically, SUPPORT legislation that would give local agencies specific tools for economic development purposes in~~

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~~order to enhance job opportunities, with emphasis on attracting and retaining businesses, and promote smart growth and affordable housing development.~~

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~~105.~~

~~106.~~ ~~104.~~ **OPPOSE** legislation that would create substantial uncertainty over the tax allocation bonds issued by redevelopment agencies and possible negative credit impact.

~~107.~~ ~~SUPPORT~~ legislation that would give redevelopment agencies specific and unambiguous authority to use tax increment for economic development purposes in order to enhance job opportunities and expand the statutory definition of redevelopment to put greater emphasis on attracting and retaining businesses.

### **Law and Justice System Issues**

~~108.~~ ~~105.~~ **SUPPORT** legislation that seeks to curb metal theft by making it easier for law enforcement agencies to track stolen metals sold to scrap dealers through such means as requiring identification from customers selling commonly stolen metals, banning cash transactions over a certain amount, and requiring scrap dealers to hold materials they buy for a certain period of time before melting them down or reselling them.

~~109.~~ ~~106.~~ **SUPPORT** legislation that provides a practical and efficient solution to addressing the problem of abandoned and trespassing vessels and ground tackle in an administrative process that allows the California State Lands Commission to both remove and dispose of such vessels and unpermitted ground tackle. *Boat owners in increasing numbers are abandoning both recreational and commercial vessels in areas within the Commission's jurisdiction. Our state waterways are becoming clogged with hulks that break up, leak, sink and add pollutants to our waterways and marine habitat.*

~~110.~~ ~~107.~~ **OPPOSE** legislative proposals to realign additional program responsibility to counties without adequate funding and protections.

~~111.~~ ~~108.~~ **OPPOSE** legislation that would shift the responsibility of parolees from the state to the counties without adequate notification, documentation and funding.

~~112.~~ ~~109.~~ **SUPPORT** legislation that will help counties implement the 2011 Public Safety Realignment as long as the proposal would: provide for county flexibility, eliminate redundant or unnecessary reporting, and would not transfer more responsibility without funding.

### **Levee Issues, Sacramento-San Joaquin Delta Issues**



*The County's Delta Water Platform was developed in mid-2008 to consolidate and organize the many County policies and positions into one document that could be utilized to guide actions and advocacy to promote a healthy Sacramento-San Joaquin Delta.*

*The Delta Water Platform is comprised of fourteen subject areas. Each of these subject categories contains relevant policies and background explanatory language. Each subject category is summarized below; the first five are considered priorities. The policies and background information can be found in the Delta Water Platform, which is included in this document by reference:*

*Short Term Actions to be implemented immediately: Includes a broad range of specific, relatively non-controversial actions to quickly improve the state of the Delta, such as improvements to levees, the fishery, habitat and emergency response.*

*Conveyance: Through-Delta and Isolated Conveyance: Consideration of isolated conveyance must protect and improve the Delta and the entire Bay-Delta ecosystem, include the broadest range of non-biased scientific analysis of impacts, include levee repair and all costs of a facility must be paid by beneficiaries.*

*The Delta Ecosystem: Protection and restoration of an ailing Delta ecosystem has long been a priority of the Board of Supervisors, including need for additional scientific research to address fundamental questions, fishery and habitat restoration projects.*

*Governance: A new or improved system of oversight related to ecosystem and water management is necessary. The existing Delta Protection Commission land use governance structure has been successful, requiring no further action. Local Government representation in any governance structure is paramount.*

*Levee Restoration: Advocacy for immediate and significant (multi-year) funding and levee repair is a priority, including upgrades to minimum (PL 84 99) standards for all levees, and a higher, 200-year level of protection for communities protected by levees. Stockpiling rock in the Delta specifically for levee repair and continuance of the Long Term Management Strategy (LTMS) are highly recommended.*

*Water Quality, Water Quality and Delta Outflow: Protection and improvement of water quality, quantity and outflow, determination and assurance of adequate water for the delta ecosystem and examination of the State and Federal project operations (including potential for reduced exports) are recommended here.*

*Flood Protection/Floodplain Management: Comprehensive flood management planning throughout the Delta and its watersheds, as well as funding to bring flood facilities to 200-year levels and revenue generation for flood control districts continue to be of import.*

*Water Rights and Legislative Protections: Existing area-of-origin and other water rights protections established for the Delta should be preserved.*

Regional Self-Sufficiency: All export regions should be implementing all water supply options available to them to reduce stress on the Delta as a limited resource.

Emergency Response: Collaborative efforts among the Delta counties to improve emergency response in the region have been productive and are continuing.

Water Conservation: Landscape and household conservation, maximizing use of reclaimed wastewater, use of meters, and agricultural water conservation are recommended.

Water Storage: Multi-purpose storage facilities are recommended and groundwater storage preferred to surface storage options. Detailed groundwater studies are recommended.

San Luis Drain/Grasslands Bypass: Long-standing opposition to selenium discharges from this project entering the Delta and support of in-valley treatment solutions are ongoing. Continued reduction in drainage from the Grasslands Bypass project is also monitored.

Climate Change: Impacts of climate change must be considered in planning, engineering and construction activities.

| ~~443-110.~~ ADVOCATE for administrative and legislative action to provide significant funding for rehabilitation of levees in the western and central Delta. Proposition 1E, passed in November 2006, provides for over \$3 billion for levees, primarily those in the Central Valley Flood Control Program. Language is included in the bond for other Delta levees but funding is not specifically directed. The County will work on a coalition basis to actively advocate for \$1 billion in funding through this bond.

| ~~444-111.~~ SUPPORT legislation that requires the levee repair funds generated by Proposition 1E be spent within one year. Many public agencies, including reclamation districts charged with maintaining levees, have complained about the state's inaction in allocating and distributing the levee funds that were raised by the bond sales authorized by Proposition 1E in 2008. Legislation could require the immediate distribution of these funds to local levee projects. The Delta Reform Act of 2009 authorized over \$202 million for levee repairs. It has been difficult to obtain explanations from the state as to why these funds are not being distributed.

| ~~445-112.~~ SUPPORT legislation to amend California Water Code Section 12986, to maintain the state/local funding ratio of 75/25 for the state's Delta Levees Subventions Program, which provides funds for local levee repair and maintenance projects. The code provisions that have the state paying 75 percent of project costs will expire on July 1, 2013. At that time the matching



ratio will change to 50/50. This means local reclamation districts will have to pay a larger portion of project costs (50%, compared to their current 25% requirement). Many districts do not have the funding to do so. This legislative request could also include direction that the Delta Levees Subventions Program should continue to use funds from bonds or other dedicated sources, rather than the state's General Fund. For the past several years the program has been funded from bonds. When these bond funds run out, the program will have to be funded from the General Fund, unless some other new dedicated funding source is established. This is something that should be included in the next Water Bond, if and when there is one.

| ~~446-113.~~ ADVOCATE for legislation dealing with the Delta, including levees and levee programs, level and type of flood protection, beneficiary-pays programs, flood insurance, liability and other levee/land use issues.

| ~~447-114.~~ SUPPORT legislation/regulation requiring Reclamation Districts to develop, publish, and maintain hazard emergency plans for their districts. Emergency response plans are critical to emergency management, particularly in an area or situation like the Delta where a levee break could trigger other emergencies. This legislation/regulation should also include the requirement for plan review and annual distribution of the plan to the residents of the district, County Office of Emergency Services and other government agencies that have emergency response interests within the district.

| ~~448-115.~~ SUPPORT legislation to amend California Water Code Section 85057.5 to bring the Delta Stewardship Council's "covered actions" land-use review process into consistency with CEQA. This section of state code defines a "covered action," which refers to local permit decisions that are subject to potential revocation by the Delta Stewardship Council, as proposed in the Council's Delta Plan. The proposed process works as follows: (1) if a local permit application meets the definition of a "covered action," the jurisdiction must evaluate it for consistency with all of the policies in the Stewardship Council's Delta Plan. (2) If the jurisdiction finds the project is consistent with the Delta Plan, they notify the Stewardship Council of this finding. (3) Anyone who objects to the project may appeal the consistency finding, and it will be up to the Stewardship Council to make the final decision. Should the Stewardship Council decide against the local jurisdiction, there is no appeal process available to the jurisdiction or project applicant other than legal action.

"Covered actions" are defined in Section 85057.5 of the California Water Code. It defines them as plans, projects or programs as defined by CEQA, and then goes on to grant several exemptions to certain types of projects. It does not, however, provide exemptions for all the project types that CEQA itself exempts. CEQA provides a lengthy list of categorical exemptions for plans, projects and programs that generally do not have significant environmental impacts, and projects that have compelling reasons to move forward quickly (such as public

safety projects). The entire list of categorical exemptions from CEQA also should be exempt from the Delta Stewardship Council's "covered actions" process.

### **Library Issues**

- | 419-116. SUPPORT State financial assistance in the operation of public libraries, including full funding of the Public Library Fund (PLF) and the Direct/Interlibrary Loan (Transaction Based Reimbursement) program.
- | 420-117. SUPPORT State bonds for public library construction. The 2000 library construction bond provided funding for two libraries in Contra Costa County. There is currently a need of approximately \$289,000,000 for public library construction, expansion and renovation in Contra Costa County.
- | 424-118. SUPPORT continued funding for the California Library Literacy and English Acquisition Services Program, which provides matching funds for public library adult literacy programs that offer free, confidential, one-on-one basic literacy instruction to English-speaking adults who want to improve their reading, writing, and spelling skills.

### **Telecommunications Issues**

- | 422-119. SUPPORT clean-up legislation on AB 2987 that provides for local emergency notifications similar to provisions in cable franchises for the last 20 years. *Currently our franchises require the cable systems to carry emergency messages in the event of local emergencies. With the occurrence of several local refinery incidents, this service is critical for Contra Costa. Under federal law, Emergency Alert System requirements leave broad discretion to broadcasters to decide when and what information to broadcast, emergency management offices to communicate with the public in times of emergencies.*
- | 423-120. SUPPORT preservation of local government ownership and control of the local public rights-of-way. *Currently, local government has authority over the time, place, and manner in which infrastructure is placed in their rights-of-way. The California Public Utilities Commission is considering rulemaking that would give them jurisdiction to decide issues between local government and telecommunication providers.*

### **Transportation Issues**

- | 424-121. SUPPORT increased flexibility in the use of transportation funds. The County supports an amendment to the Subdivision Map Act to allow the use of off-site transportation impact fees to fund pedestrian, bicycle transit and traffic calming facilities necessitated by new development. The Act currently limits the

use of these funds to improvements to bridges and “major thoroughfares.” Senator DeSaulnier introduced such a bill in 2008. The County’s proposal was adopted by CSAC for its legislative platform in the 2011 session. The proposal would provide more flexibility in how we can use an existing transportation funding source.

- | ~~425-122.~~ SUPPORT regional coordination that provides for local input in addressing transportation needs. *Coordinated planning and delivery of public transit, paratransit, and rail services will help ensure the best possible service delivery to the public. Regional coordination also will be needed to effectively deal with the traffic impacts of Indian gaming casinos such as those in West County. Regional coordination also will be essential to complete planning and development of important regional transportation projects that benefit the state and local road system* such as State Route 239, improvements to Vasco Road, completion of remaining segments of the Bay Trail, improvements to the Delta DeAnza Regional Trail, and the proposed California Delta Trail. There may be interest in seeking enhanced local input requirements for developing the Sustainable Communities Strategy for the Bay Area mandated by SB 375 for greenhouse gas reduction. It is important that the regional coordination efforts are based on input gathered from the local level, to ensure the regional approach does not negatively impact local communities. “Top-down” regional planning efforts would be inconsistent with this goal.
- | ~~426-123.~~ SUPPORT efforts to improve safety throughout the transportation system. *The County supports new and expanded projects and programs to improve safety for bicyclists, pedestrians and wheelchair users, as well as projects to improve safety on high-accident transportation facilities such as Vasco Road. Data on transportation safety would be improved by including global positioning system (GPS) location data for every reported accident to assist in safety analysis and planning. The County also supports school safety improvement programs such as crossing guards, Safe Routes to Schools (SR2S) grants, efforts to improve the safety and security of freight transportation system including public and private maritime ports, airports, rail yards, railroad lines and sidings. The County also supports limits or elimination of public liability for installing traffic-calming devices on residential neighborhood streets.*
- | ~~427-124.~~ SUPPORT funding or incentives for the use of renewable resources in transportation construction projects. *The County seeks and supports grant programs, tax credits for manufacturers, state purchasing programs, and other incentives for local jurisdictions to use environmentally friendly materials such as the rubberized asphalt (made from recycled tires) that the County has used as paving material on San Pablo Dam Road and Pacheco Boulevard.*
- | ~~428-125.~~ SUPPORT streamlining the delivery of transportation safety projects. *The length of time and amount of paperwork should be reduced to bring a transportation safety project more quickly through the planning, engineering and*

*design, environmental review, funding application, and construction phases, such as for Vasco Road. This could include streamlining the environmental review process and also streamlining all state permitting requirements that pertain to transportation projects. Realistic deadlines for use of federal transportation funds would help local jurisdictions deliver complex projects without running afoul of federal time limits which are unrealistically tight for complex projects.*

- | ~~429-126.~~ SUPPORT efforts to coordinate development of state-funded *or regulated* facilities such as courts, schools, jails, *roads* and state offices with local planning. The County supports coordinating planning between school districts and local jurisdictions in locating and planning new schools and funding programs that foster collaboration *and joint use of facilities* to help finance off-site transportation improvements for access to schools.

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- | ~~430-127.~~ SUPPORT regional aviation transportation planning efforts for coordinated aviation network planning to improve service delivery. Regional aviation coordination could also improve the surrounding surface transportation system by providing expanded local options for people and goods movement.

- | ~~434-128.~~ SUPPORT efforts to increase waterborne transport of goods and obtaining funds to support this effort. *The San Francisco to Stockton Ship Channel is a major transportation route for the region, providing water access to a large number of industries and the Ports of Sacramento and Stockton. A project is underway to deepen the channel, providing additional capacity to accommodate increasing commerce needs of the Ports and providing better operational flexibility for the other industries. Increased goods movement via waterways has clear benefits to congestion management on highways and railroads (with resultant air quality benefits).*

### **Waste Management**

- | ~~432-129.~~ SUPPORT legislation that establishes producer responsibility for management of their products at the end of their useful life.
- | ~~433-130.~~ SUPPORT efforts to increase the development of markets for recycled materials.
- | ~~434-131.~~ SUPPORT legislative and regulatory efforts to allow third parties, under specific circumstances and conditions, to collect and transport household hazardous waste to collection facilities.
- | ~~435-132.~~ *SUPPORT legislation that seeks to remedy the environmental degradation and solid waste management problems on a State-wide basis of single-use plastic bags typically given away for free at grocer, retail and other establishments.*

133. SUPPORT legislation that does not require increased diversion from landfills without out an adequate funding mechanism.

134. SUPPORT legislation that would make changes to the used tire redemption program. Instead of collecting a disposal fee from the consumer when new tires are purchased, a disposal fee would be collected at the wholesale level and redeemed by the disposal site when the used tires are brought to the site. The party bringing the tires to the disposal site would also receive a portion of the fee.  
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## PROPOSED 2012 STATE LEGISLATIVE PLATFORM CONTRA COSTA COUNTY



*Each year, the Board of Supervisors adopts a State Legislative Platform that establishes priorities and policy positions with regard to potential State legislation and regulation. The State Legislative Platform includes County-sponsored bill proposals; policy issues that provide direction and guidance for identification of bills which would affect the services, programs or finances of Contra Costa County; and issues regarding the State budget and state-local relationship.*

### **COUNTY-SPONSORED BILLS**

- 1. New Pension Tiers Legislation:** The County is currently in negotiation with many of its bargaining units regarding the development of new pension tiers, Tier IV and Tier D (for Safety employees). The current Memorandum of Understanding for Local 21 and the Management Resolution both include provisions to close Tier III, Tier A, and Tier C to all hired after December 31, 2012 and create Tier IV and Tier D, which will be applicable to all hired after that date.

The County is seeking enabling legislation to amend the County Employees Retirement Act of 1937 to enact this change and to allow Tier IV to apply to each bargaining unit that agrees to implement the Tier. In addition, the County is also presently negotiating with its safety-related bargaining units with the intention of reaching agreement on the creation and adoption of Tier D<sup>1</sup>. As with Tier IV, Tier D will apply to each bargaining unit that agrees to implement the Tier, and enabling legislation is required to effectuate the new tier.

The County may also seek in legislation, as appropriate, additional general authority for the County and its Unions to agree to different retirement benefits for future employees for different bargaining units or subgroups, if approved in a Memorandum of Understanding. In addition, the County may also seek, as appropriate, additional general authority for the County and its Unions to agree that employees hired after December 31, 2012 may pay part of the Employer's retirement contributions, if approved in a Memorandum of Understanding.

**Rationale:** *By negotiating these retirement plan changes at the bargaining table, Contra Costa County achieves local pension reform that saves money for County taxpayers and helps the pension system, the Contra Costa County Employees Retirement Association (CCCERA), stay sustainable for retirees. Legislation is required to amend the County Employees Retirement Law of 1937 to enact these changes.*

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<sup>1</sup> On December 6, 2011, the Board of Supervisors adopted Resolution No. 2011/486 approving the MOU with the Deputy Sheriffs' Association Management Unit and the MOU with the DSA, Rank and File Unit, implementing an agreement for the period of July 1, 2008 through June 30, 2013.



- 2. Retain In Home Supportive Services (IHSS) Savings Through Targeted Program Management:** Contra Costa County IHSS believes it can save service hours – and thereby costs – through an on-going Target Program Management. By aiming to stay below the “natural growth rate” in hours of 3.2 – 7.5% per year (based on history), Contra Costa County IHSS projects that it can achieve annual savings of up to \$2.0 million to the State General Fund during the next five years. Beginning FY 2011-12, Contra Costa County requests that the State share any savings between the projected “natural growth rate” in IHSS service hours and the actual service hours achieved by the County each year, in a share ratio formula to be determined.

Savings retained by the County would be kept within the IHSS program, or possibly applied to other endangered safety net programs for seniors – such as Adult Day Health Care, Legal Services and community-based nutrition and transportation programs. This framework is consistent with the State’s Realignment plan that places greater autonomy at the local level. Additionally, the integration of several service elements is in keeping with the overall national trend toward an integrated model of care and community services.

***Rationale:** This proposal has been created in light of current and anticipated budget challenges that are threatening the existence of IHSS, a California innovation and one of its most successful human service programs. The premise of the proposal is that it is critical to maintain the viability of IHSS, a safety net program that has a proven track record as a cost-effective method for keeping seniors and adults with disabilities in their own homes and out of expensive nursing homes. Equal to the financial implication is the public service component: people who need in-home services and their families have a high preference for independent living arrangements over nursing home consignment.*

## **LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES**

*Each year, issues emerge through the legislative process that are of importance to the County and require advocacy efforts. For 2012, it is anticipated that critical issues requiring legislative advocacy will include the following:*

**1. State Budget –** A slow economic recovery continues to plague the state and hamper the ability to fund core services. Baseline General Fund revenues for FY 2012-13 are projected to total \$89 billion, and are not expected to return to their 2007-08 levels until 2014-15. Further, there remain significant risks and uncertainty to the state’s fiscal health, including ongoing debt obligations, pension liabilities, and uncertainties associated with the continuing debate on addressing the federal budget deficit. The budget deficit for 2012-13 is estimated to be \$9.2 billion, including a current year deficit of \$4.1 billion. To address the deficit, the Governor is proposing a combination of spending reductions and temporary taxes (via ballot initiative) totaling \$10.3 billion to both balance the budget and establish a \$1.1 billion reserve. The Governor also proposes a new round of trigger cuts slated to take effect if his ballot initiative fails.

The long-standing practice of state government has been to look to counties as a means of balancing its budget. While opportunities to do so are more limited with the passage of Proposition 1A, the magnitude of the deficit makes it certain the State will be creative in their efforts to include counties as part of its budget balancing solution, likely through additional program re-alignment and revenue reductions.

Of particular concern to counties is the inadequate reimbursement for our increasing cost of operating several human services programs: the Human Services Funding Deficit, formerly referred to as the “Cost of Doing Business.” The annual shortfall between actual county expenses and State reimbursement has grown to over \$1 billion since 2001, creating a de facto cost shift to counties. The funding gap forces counties to reduce services to vulnerable populations and/or divert scarce county resources from other critical local services. It also increases the risk of State and Federal penalties.

**2. Health Care** – Counties have a high stake in California’s health reform efforts. Counties serve as employers, payers, and providers of care to vulnerable populations. Consequently, counties stand ready to actively participate in discussions of how to best reform the health care system in California and implement the national health care reform legislation passed in 2010.

**3. Water and Levees /The Sacramento-San Joaquin Delta** – The Legislature’s passing of the Delta Reform Act (2009), a package of bills which established among other things, co-equal goals for reliable water supply and ecosystem restoration for the Delta, as well as the proposed Bay Delta Conservation Plan (BDCP)--an effort to construct a massive peripheral canal/tunnel-- will require significant, large-scale change to the Delta as we know it today. The scope and content of these changes and continuing political battles between north and south over water will continue to dominate legislative and administrative agendas in the coming year. Significant future impacts upon the County in the areas of water quality and supply, levees, ecosystem, governance and flood control are anticipated. Additionally, a water bond has been proposed for the November 2012 ballot. Consideration should be given to the potential for the County to sponsor Delta-related legislation through our legislative delegation. The County may also work with the Delta Counties Coalition (DCC) to sponsor Delta-related legislation. Particular areas of concern for 2012 include, but are not limited to, impacts of Delta plans on local land use authority and expediting state bond funding for levee improvement projects. The County’s adopted Delta Water Platform, as well as the Strategic and Action Plans, are incorporated in this Platform by reference.

**4. Constitutional Protections and Realignment Implementation**–Since the 2011 Public Safety Realignment package passed in June 2011 without the constitutional protections requested by counties, one of the central goals of counties is to support efforts to achieve the constitutional protections that guarantee a dedicated on-going revenue stream and include provisions protecting counties against future actions by the Legislature, the courts, regulations or executive orders that increase county costs for Realignment. Counties will also support efforts to ensure that the receipt of Local



Community Corrections Funds matches the amounts anticipated from the State, without undue delay.

In addition, there are major realignment implementation issues that need to be addressed and passed in the Legislature including the “super structure,” how to allocate growth of revenue, and the transferability of funds between programs.

With regard to Public Safety realignment, the County will support efforts that facilitate the smooth transition of prisoners and parolees at the county level. Counties are currently receiving parolees whose latest crime fits the specified “non-violent, non-serious, non-sex offender” (N3) definition, but who have a criminal background that includes violent, serious and/or sexual crimes. Under the current legislation, the person’s latest offense/crime determines if they meet the N3 criteria. However, counties are receiving people who have a very violent background. Specifically, a change would be requested to prevent those whose total criminal background does not meet the N3 criteria. These individuals should stay under the responsibility of the State.

The County will also support efforts to alter the present formula for the allocation of funds to counties, which favors those counties that currently incarcerate a greater percentage of the local population due to local sentencing practices, fewer crimes outside the non-violent, non-serious, non-sexual criteria, and a lesser commitment to alternative sentencing and diversion programs. The County will also support efforts to provide additional funding/grants to those counties that have a commitment to lowering the crime rate and reducing recidivism through the provision of innovative, comprehensive, evidence-based programs for offender populations and their families.

Any future proposals to realign programs to counties must have constitutionally guaranteed ongoing funding and protections. The County will oppose any proposals that will transfer additional program responsibility to counties without funding and protections.

## **STATE PLATFORM POLICY POSITIONS**

A brief background statement accompanies policy positions that are not self-evident. Explanatory notes are included either as the preface to an issue area or following a specific policy position. Please note that new and revised policy positions are highlighted and in italics. The rationale for the policy position is italicized.

### **Agricultural Issues**

1. SUPPORT efforts to ensure sufficient State funding for pest and disease control and eradication efforts to protect both agriculture and the native environment, including glassy-winged sharpshooter, light brown apple moth, and Japanese dodder activities; high risk pest exclusion activities; pesticide regulatory and law enforcement activities; and noxious weed pest management. *Agriculture is an*

*important industry in Contra Costa County. Protection of this industry from pests and diseases is important for its continued viability.*

2. SUPPORT continued appropriations for regulation and research on sudden oak death, a fungal disease affecting many species of trees and shrubs in native oak woodlands. *The County's natural environment is being threatened by this disease.*
3. SUPPORT funding for agricultural land conservation programs and agricultural enterprise programs to protect and enhance the viability of local agriculture. *The growth in East County and elsewhere has put significant pressure on agricultural lands, yet agriculture is important not only for its production of fresh fruits, vegetables and livestock, but also as a source of open space.*
4. SUPPORT legislation to establish legal authority where needed to facilitate the efforts by the California Department of Food and Agriculture and the Department of Boating and Waterways to survey and treat all incipient infestations of the South American spongeplant and a continued long-term effort to rid the Delta of this **and other** invasive species. *Invasive aquatic species **are** a threat to agriculture, the environment and recreation in the Delta.*

### **Animal Services Issues**

5. SUPPORT efforts to protect local revenue sources designated for use by the Animal Services Department; i.e., animal licensing, fines and fees. *Fines, fees, and licensing are major sources of revenue for the Animal Services Department. The demand for animal services is increasing each year as does the demand on the General Fund. It is important to protect these revenue sources to continue to provide quality animal service and to meet local needs.*
6. SUPPORT efforts to protect or increase local control and flexibility over the scope and level of animal services. *Local control over the scope of animal services is necessary to efficiently address public safety and other community concerns. Local control affords jurisdictions the ability to tailor animal service programs to fit their communities. Animal related issues in dense urban areas vary from those in small, affluent communities.*
7. SUPPORT efforts to protect against unfunded mandates in animal services or mandates that are not accompanied by specific revenue sources which completely offset the costs of the new mandates, both when adopted and in future years. *Unfunded mandates drain our limited fiscal resources and, at the same time, chip away at local control over the scope and level of services.*
8. SUPPORT efforts to ensure full funding of State animal services mandates, including defense of the Department of Finance's lawsuit against the State Commission on Mandates regarding the State obligations for reimbursement of

local costs for animal services incurred in compliance with SB 1785. *The County invested large sums of money to comply with SB 1785, with the assurance that our cost would be offset by reimbursements from the State. Failure by the State to honor the reimbursements negatively impacts the County General Fund and Animal Services' budget.*

9. SUPPORT efforts to protect and/or increase County flexibility to provide animal services consistent with local needs and priorities. *The demand for quality animal service programming continues to increase each year. The County is experiencing population growth and changing demographics. It is incumbent upon the Animal Services Department to be flexible enough to adjust to the changing needs and priorities.*
10. SUPPORT efforts to preserve the integrity of existing County policy relating to Animal Services (e.g., the Animal Control Ordinance and land use requirements). *Contra Costa is looked upon as one of the model Animal Services Departments in the state. Its policies, procedures, and ordinances are the yardstick against which other Animal Control organizations are measured. The local control exercised by the Board of Supervisors is key to that hallmark.*

### **Child Support Services Issues**

11. SUPPORT the establishment of a statewide electronic registry for the creation and release/satisfaction of liens placed on property of a non-custodial parent as necessary to collect delinquent child support payments. *California law currently provides that recording an abstract or notice of support judgment with a County Recorder creates a lien on real property. This requires recording the judgment in each of the 58 counties in order not to miss a property transaction. An electronic registry would simplify not only the creation of liens but also the release/satisfaction of liens because there would be a single statewide point of contact, and the entire process would be handled electronically through automated means.*
12. SUPPORT amendment of current law that states that documents completed and recorded by a local child support agency may be recorded without acknowledgement (notarization) to clarify that the exception is for documents completed or recorded by a local child support agency. *This amendment clarifies that documents that are prepared by the local child support agency and then sent for recording either by the local child support agency or by the obligor (non-custodial parent) or by a title insurance company are covered by the exemption, a technical point not acknowledged by all county recorder offices.*
13. SUPPORT efforts to simplify the court process for modifying child support orders by the court by requiring court appearances only when one of the parties objects to the modification. *Currently, establishment of parentage and support by the court is permitted without court appearance if both parties are in agreement. A*

*similar process for modification would reduce court time, the workload of all involved agencies and parties, and streamline the process.*

14. SUPPORT efforts to ensure that the reduction caused by the federal Deficit Reduction Act of 2005 to the California Department of Child Support Services is not passed down as a reduction to the local program. *The Act places a restriction on the ability of states to use incentive funds as the state match to draw additional federal funds. In previous years, California used its \$30 million in federal funds in child support programs.*
15. SUPPORT efforts that would require the Department of Child Support Services to provide any notice form, information, or document that is required or authorized to be given, distributed, or provided to an individual, a customer, or a member of the public to be given, distributed, or provided in a digitized form, and by any means the Department determines is feasible, including, but not limited to, e-mail or by means of a web site.

### **Climate Change Issues**

16. SUPPORT the CSAC *Climate Change Policy Statements and Principles* which address a broad range of issues affected by climate change, including water, air quality, agriculture, forestry, land use, solid waste, energy and health. *The document is largely based on existing CSAC policy and adapted to climate change. Additionally, the document contains a set of general principles which establish local government as a vital partner in the climate change issue and maintain that counties should be an active participant in the discussions in the development of greenhouse gas reduction strategies underway at the state and regional level.*
17. SUPPORT efforts to ensure that the implementation of AB 32 results in harmony among the greenhouse gas reduction target created by the Air Resources Board for each regional/local agency, the housing needs numbers provided by the state Department of Housing and Community Development pursuant to housing element law, the Sustainable Communities Strategy, and the Regional Transportation Plan processes.

### **Elections Issues**

18. SUPPORT legislation to adjust precinct sizing from 1,000 voters per precinct to 1,250 voters per precinct. *With the option of being able to have up to 1,250 voters per precinct, the best polling locations in a neighborhood can be selected, and that same site is more likely to be used for several elections, thus avoiding the need to change poll sites for voters.*
19. SUPPORT full state reimbursement for state mandates imposed upon local registrars by the Secretary of State, including special state elections. *The state*

*has committed to reimburse Counties for the cost of certain state mandates. That reimbursement process, SB 90, can be lengthy and contentious. The SB 90 process is also subject to uncertainties including partial payments, delayed payments, and now, suspended or no payments. In lieu of the SB 90 process for Elections, there is merit in the examination of having the state pay its pro-rata share of costs when state candidates/measures are on the ballot.*

20. SUPPORT legislation that would add provisions to the state Elections Code that would allow special elections to fill a vacancy in a congressional or legislative district to be conducted by all mailed ballots at the county's discretion.

### **Emergency Preparedness, Emergency Response**

21. SUPPORT legislation that would give local agencies more authority to train volunteers and help clean-up oil spills without taking on additional legal liability.
22. SUPPORT legislation that would require the state's Oil Spill Prevention and Response Agency to improve communication and clean-up technology, increase safety standards for ships and establish special protections for ecologically sensitive areas.
23. SUPPORT legislation that would require responses to future oil spills in a shorter timeframe, with a more regional approach.
24. SUPPORT measures that enable counties and other local agencies to better exercise their responsibilities to plan for and respond to emergencies and disasters without taking on additional legal liability and oppose those that do not recognize or support the county and local agency role in the State's Standardized Emergency Management System.
25. SUPPORT legislation or other measures requiring the creation of emergency rock stockpiles suitable for levee repair throughout the Delta, enabling increasingly efficient and less costly prevention of levee breaks and enhancement of initial response capabilities.

### **Eminent Domain Issues**

26. SUPPORT legislation that maintains the distinction in the California Constitution between Section 19, Article I, which establishes the law for eminent domain, and Section 7, Article XI, which establishes the law for legislative and administrative action to protect the public health, safety, and welfare.
27. SUPPORT legislation that would provide a comprehensive and exclusive basis in the California Constitution to compensate property owners when property is taken or damaged by state or local governments, without affecting legislative and administrative actions taken to protect the public health, safety, and welfare.

### **Flood Control and Clean Water Issues**

28. SUPPORT authorization for regional approaches to comply with aquatic pesticide permit issues under the purview of the State Water Resources Control Board. *Contra Costa County entered into an agreement with a neighboring county and several cities to share the costs of monitoring. While it makes sense for local government to pool resources to save money, State Board regulations make regional monitoring infeasible.*
29. SUPPORT efforts to provide local agencies with more flexibility and options to fund clean water programs. *Stormwater requirements issued by the Regional Water Quality Control Boards are becoming more and more expensive, yet there is no funding. Stormwater should be structured like a utility with the ability to set rates similar to the other two key water services: drinking water and wastewater.*
30. SUPPORT efforts to provide immunity to local public agencies for any liability for their clean-up of contaminations on private lands. *This will be more critical as the Regional Water Quality Control Boards institute Total Maximum Daily Loads, which establish a maximum allowable amount of a pollutant (like mercury) in the stormwater from a watershed.*

### **General Revenues/Finance Issues**

*As a political subdivision of the State, many of Contra Costa County's services and programs are the result of state statute and regulation. The State also provides a substantial portion of the County's revenues. However, the State has often used its authority to shift costs to counties and to generally put counties in the difficult position of trying to meet local service needs with inadequate resources. While Proposition 1A provided some protections for counties, vigilance is necessary to protect the fiscal integrity of the County.*

31. SUPPORT the State's effort to balance its budget through actions that do not adversely affect County revenues, services or ability to carry out its governmental responsibilities.
32. OPPOSE any state-imposed redistribution, reduction or use restriction on general purpose revenue, sales taxes or property taxes unless financially beneficial to the County. *(Note that a redistribution of sales and property tax may be beneficial to Contra Costa County in the event that sales tax growth continues to lag behind property tax growth.)*
33. OPPOSE efforts to limit local authority over transient occupancy taxes (TOT).
34. OPPOSE any efforts to increase the County's share-of-cost, maintenance-of-effort requirements or other financing responsibility for State mandated programs absent new revenues sufficient to meet current and future program needs.

35. SUPPORT efforts to ensure that Contra Costa County receives its fair share of State allocations, including mental health funding under Proposition 63 and pass-through of federal funds for anti-terrorism and homeland security measures. *The State utilizes a variety of methods to allocate funds among counties, at times detrimental to Contra Costa County.*
36. SUPPORT efforts to receive reimbursement for local tax revenues lost pursuant to sales and property tax exemptions approved by the Legislature and the State Board of Equalization.
37. SUPPORT continued efforts to reform the state/local relationship in a way that makes both fiscal and programmatic sense for local government and conforms to the adopted 2010 CSAC Realignment Principles, with an emphasis on maximum flexibility for counties to manage the existing and realigned discretionary programs.
38. SUPPORT efforts to relieve California of the federal Child Support penalties without shifting the cost of the penalties to the counties.
39. SUPPORT a reduction in the 2/3 vote requirement for special taxes that fund a comprehensive community plan developed by the county, cities and school districts that improve health, education and economic outcomes and reduce crime and poverty.
40. SUPPORT efforts to authorize counties to impose forfeitures for violations of ordinances, as currently authorized for cities. *This would provide the County with the opportunity to require deposits to assure compliance with specific ordinance requirements as well as retain the deposit if the ordinance requirements are not met. Currently, the County is limited to imposing fines which are limited to only \$100 - \$200 for the first violation, which has proven to be an ineffective deterrent in some cases.*
41. SUPPORT efforts to redefine the circumstances under which commercial and industrial property is reassessed to reduce the growing imbalance between the share of overall property tax paid by residential property owners versus commercial/industrial owners.
42. SUPPORT efforts to reduce County costs for Workers' Compensation, including the ability to control excessive medical utilization and litigation. *Workers' Compensation costs are significant, diverting funds that could be utilized for County services. Workers' Compensation should provide a safety net for injured employees, for a reasonable period of time, and not provide an incentive for employees to claim more time than medically necessary.*
43. SUPPORT state actions that maximize Federal and State revenues for county-run services and programs.



44. SUPPORT legislative compliance with both the intent and language of Proposition 1A *and Proposition 22 (on an issue-by-issue basis)*.
45. SUPPORT full State funding of all statewide special elections, including recall elections.
46. OPPOSE efforts of the State to avoid state mandate claims through the practice of repealing the statutes, then re-enacting them. *In 2005, the State Legislature repealed sections of the Brown Act that were subject to mandate claims, then re-enacted the same language pursuant to a voter-approval initiative, and therefore, not subject to mandate claims.*
47. SUPPORT strong Public Utilities Commission (PUC) oversight of state-franchised providers of cable and telecommunications services, including rigorous review of financial reports and protection of consumer interests. *AB 2987 (Núñez), Chapter 700, statutes of 2006 transferred regulatory oversight authority from local government to the PUC.*
48. SUPPORT timely, full payments to counties by the State for programs operated on their behalf or by mandate. *The State currently owes counties over \$1 billion in State General Funds for social services program costs dating back to FY 2002-03.*
49. SUPPORT full State participation in funding the County's retiree and retiree health care unfunded liability. *Counties perform most of their services on behalf of the State and Federal governments. Funding of retiree costs should be the responsibility of the State, to the same extent that the State is responsible for operational costs.*
50. *SUPPORT legislation that provides constitutional protections and guaranteed funding to counties under Realignment.*

### **Health Care Issues**

*Counties remain concerned about any health care reform that could transfer responsibility to counties, without commensurate financing structures or in a manner not compatible with the County's system. Counties support a concept of universal health coverage for all Californians. Toward that end, counties urge the state to enact a system of health coverage and care delivery that builds upon the strengths of the current systems in our state, including county-operated systems serving vulnerable populations.*

*Currently, California has a complex array of existing coverage and delivery systems that serve many, but not all, Californians. Moving this array of systems into a universal coverage framework is a complex undertaking that requires sound analysis, thoughtful and deliberative planning, and a multi-year implementation process. As California moves forward with health care reform, counties urge the State to prevent reform efforts from exacerbating problems with existing service and funding. The State must also consider the differences across California*



*counties and the impacts of reform efforts on the network of safety-net providers, including county providers. The end result of health reform must provide a strengthened health care delivery system for all Californians, including those served by the safety net.*

51. SUPPORT State action to increase access and affordability. *Access to care and affordability of care are critical components of any health reform plan. Expanding eligibility for existing programs will not provide access to care in significant areas of the state. Important improvements to our current programs, including Medi-Cal, must be made either prior to, or in concert with, a coverage expansion in order to ensure access. Coverage must be affordable for all Californians to access care.*
52. SUPPORT Medi-Cal reimbursement rate increases to incentivize providers to participate in the program.
53. SUPPORT administrative streamlining of Medi-Cal, including elimination of the asset test and semi-annual reporting and changes to income verification. *California should look to other states for ideas to reduce administrative costs, such as allowing all children born into Medi-Cal to remain on the program until age 21.*
54. SUPPORT actions that address provider shortages (including physicians, particularly specialists, and nurses). Innovative programs, such as loan forgiveness programs, should be expanded. In an effort to recruit physicians from other states, the licensing and reciprocity requirements should be re-examined. Steps should be taken to reduce the amount of time it takes to obtain a Medi-Cal provider number (currently six to nine months).
55. SUPPORT efforts that implement comprehensive systems of care, including case management, for frequent users of emergency care and those with chronic diseases and/or dual diagnoses. *Approaches could be modeled after current programs in place in safety net systems.*
56. SUPPORT efforts that provide sufficient time for detailed data gathering of current safety funding in the system and the impact of any redirection of funds on remaining county responsibilities. *The interconnectedness of county indigent health funding to public health, correctional health, mental health, alcohol and drug services and social services must be fully understood and accounted for in order to protect, and enhance as appropriate, funding for these related services.*
57. OPPOSE safety net funding transfers until an analysis of who would remain uninsured (e.g. medically indigent adults, including citizens, who cannot document citizenship under current Medicaid eligibility rules) is completed in order to adequately fund services for these populations.
58. SUPPORT efforts to clearly define and adequately fund remaining county responsibilities.

59. SUPPORT State action to provide an analysis of current health care infrastructure (facilities and providers), including current safety net facilities across the state, to ensure that there are adequate providers and health care facilities, and that they can remain viable after health reform.
60. SUPPORT efforts to provide adequate financing for reforms to succeed.
61. SUPPORT measures that maximize Federal reimbursement from Medicaid and S-CHIP.
62. SUPPORT State action to complete actuarial studies on the costs of transferring indigent populations, who currently receive mostly episodic care, to a coverage model to ensure that there is adequate funding in the model.
63. SUPPORT efforts that ensure that safety net health care facilities remain viable during the transition period and be supported afterwards based on analyses of the changing health market and of the remaining safety net population.
64. SUPPORT State action to implement the 2010 Medi-Cal waiver in a manner that maximizes the drawdown of federal funds for services and facilities, provides flexibility, and ensures that counties receive their fair share of funding.
65. SUPPORT efforts to increase revenues and to contain mandated costs in the County's hospital and clinics system.
66. SUPPORT efforts to increase the availability of health care to the uninsured in California, whether employed or not.
67. SUPPORT legislation that improves the quality of health care, whether through the use of technology, innovative delivery models or combining and better accessing various streams of revenue, including but not limited to acute and long term care integration.
68. SUPPORT legislation to protect safety net providers, both public and private. Legislation should focus on stabilizing Medi-Cal rates and delivery modes and should advocate that these actions are essential to the success of any effort to improve access and make health care more affordable.

*Currently there is no planned or organized system of care for young people and their families in need of alcohol and drug treatment services. Moreover there is a vast disparity between treatment need and treatment capacity for adolescents. Relative to the need and demand for this service, this is an area of the State's health care system that has been largely ignored.*

69. SUPPORT State efforts to increase the scope of benefits and reimbursement rates contained in Minor Consent Medi-Cal to give youth suffering from

- substance abuse disorders access to a continuum of care, including residential and one-on-one outpatient treatment.
70. SUPPORT efforts to give incentives to providers to establish more youth-driven treatment facilities within the community.
  71. SUPPORT efforts to extend Minor Consent Medi-Cal Coverage to incarcerated youths, many of whom are in custody due to drug related crimes. *This could greatly decrease recidivism in the juvenile justice system.*
  72. SUPPORT county efforts in the promotion of partnerships that provide integrated responses to the needs of alcohol and drug populations, including criminal justice, perinatal and youth as well as those populations with co-occurring disorders.
  73. SUPPORT and encourage the development of strategies that include alcohol and drug services in the provision of all culturally appropriate health care services.
  74. SUPPORT the development and institutionalization of a tracking system for use on utilization and notification of Healthy Family substance abuse benefits for youths enrolled under California's Healthy Family program. *Like other youth in California, youth in Contra Costa County, are the most underserved population in the County's Alcohol and Other Drug (AOD) Services' caseloads. The Healthy Family initiative holds great potential as a funding source to address this major deficit in our AOD treatment services.*
  75. SUPPORT efforts to require coverage of medically necessary alcohol and substance abuse related disorder treatment on the same levels as other medical conditions in health care service plans and disability insurance policies. *Alcohol and drug treatment services are the most under-funded of all health services. Neither the state nor the federal allocations to the County covers medical treatment for AOD services, and so are a cost borne by the County.*

### **Human Services Issues**

76. SUPPORT efforts to increase County flexibility in use of CalWORKs funds and in program requirements in order to better support the transition of welfare dependent families from welfare-to-work and self-sufficiency, including, but not limited to: extending supportive services beyond the current limit; enhancing supportive services; increasing diversion and early intervention to obviate the need for aid; developing a state earned income tax credit; expanding job retention services; developing an eligibility definition to 250% of the poverty level; and exempting the hard-to-serve from welfare-to-work activities and the 20% exemption or providing flexibility in the time limit (dependent upon terms and conditions of TANF reauthorization). Support efforts to align CalWORKs property and asset limitations with those of Food Stamps. *All of these measures would*

*make it easier for CalWORKs families to enter employment services, become employed, and continue with the support they need in order to maintain their jobs.*

77. SUPPORT efforts to revise the definition of “homelessness” in the Welfare & Institutions Codes to include families who have received eviction notices due to a verified financial hardship, thus allowing early intervention assistance for CalWORKs families. *Current law prevents CalWORKs from providing homeless assistance until the CalWORKs family is actually “on the street.” This rule change would enable the County to work with CalWORKs families who are being threatened with homelessness to prevent the eviction and, presumably, better maintain the parents’ employment status.*
78. SUPPORT efforts to ensure funding of child care for CalWORKs and former CalWORKs families at levels sufficient to meet demand. The State of California has not fully funded the cost of child care for the “working poor.” *Additional funding would allow more CalWORKs and post-CalWORKs families to become and/or stay employed.*
79. SUPPORT efforts to establish an “umbrella code” for the reporting of incidents of elder abuse to the Department of Justice, thus more accurately recording the incidence of abuse. *Current reporting policies within California’s law enforcement community and social services departments are uncoordinated in regards to the reporting of adult abuse. Under an “umbrella code,” law enforcement agencies and social services departments would uniformly report incidents of elder abuse and California would have much better data for policy and budget development purposes.*
80. SUPPORT efforts that seek to identify and eliminate elder financial abuse and elder exposure to crime that may be committed through conservatorships, powers of attorney, notaries and others who have the right to control elder assets.
81. SUPPORT efforts to effectively manage the In Home Supportive Services (IHSS) to establish and maintain cost control mechanisms while delivering quality, targeted services and maintaining program integrity. Efforts include, but are not limited to, establishing an IHSS Volunteer Coordination component coupled with the rebalancing of available hours. Retired volunteer social workers and registered nurses could act as local Care Coordinators, enabling IHSS Social Workers to increase their capacity to perform more timely reassessments that would enable the management of available hours and target services to those clients most in need and at risk of institutionalization.
82. SUPPORT efforts to eliminate the finger-imaging requirement for adult food stamp applicants, recognizing the fraud deterrent aspects of the Electronic Benefits Transfer System. *Elimination of the finger-imaging requirement, which*

*was originally implemented as a fraud control measure in the old welfare programs, is viewed by many as an unnecessary or duplicate process. The current electronic benefits transfer system combined with program eligibility processes provides more fraud prevention/detection than does finger-imaging.*

83. SUPPORT efforts to allow phone-in Food Stamp Eligibility Redeterminations as a more cost effective benefit reassessment process. *As counties such as Contra Costa change their business models to utilize centralized service centers, some of the antiquated process rules and requirements also need to be changed, to allow cost efficient practices. Changing the rules to allow phone-ins for Eligibility Redeterminations is one example.*
84. SUPPORT efforts to continue expansion of Child Welfare Redesign Program Improvements including: use of Federal IV-E funding for pre-placement, prevention activities; development of caretaker recruitment and retention campaigns; extension of Independent Living Skill services to age 21; and, funding to implement Children's Child Welfare Workload Study Results, SB 2030. *Changes in these areas would enable counties to better meet their performance accountability goals, as required under Federal and State statutes.*
85. SUPPORT efforts to allow Medi-Cal clients transportation access to medical care via the most efficient transportation mode possible instead of the very costly ambulance transportation that is currently prevalent. *California is currently limited to the types of non-emergency medical transportation for reimbursement by Medi-Cal. However, the federal Medicaid program allows other much less costly forms of transportation to be used. Other states use this more permissive definition of approved non-emergency medical transportation to encourage Medicaid clients to receive preventative care and reduce the incidence of last-resort ambulance transportation to hospital emergency rooms for primary care.*
86. OPPOSE any legislation that increases tobacco taxes but does not contain language to replace any funds lost to The California Children and Families Act/Trust Fund for local services as currently funded by tobacco taxes, Prop 10 in 1998 and Prop 99.
87. OPPOSE legislation, rules, regulations or policies that restrict or affect the amount of funds available to, or the local autonomy of, First 5 Commissions to allocate their funds in accordance with local needs.
88. SUPPORT efforts to restore funding in the amount of \$80 Million for the Child Welfare Services Program that was line-item vetoed by Governor Schwarzenegger in the State's FY 2009-10 and FY 2010-11 budgets, as these reductions have a direct impact on local child protective services and the lives of children.

89. SUPPORT efforts by the Contra Costa *County's executive directors and program administrators of all Child Care and Development Programs to restore state budget allocations to the FY 2009-10 levels for the California State Preschool Program (CSPP), California Center-Based General Child Care Program (CCTR), CalWORKs Stage 2 (C2AP), CalWORKs Stage 3 (C3AP), Alternate Payment Program (CAPP), Child Care and Development Grant and the Child Care Retention Program (AB 212).*

### **Indian Gaming Issues**

*Contra Costa County is currently home to the Lytton Band of the Pomo Indians' Casino in San Pablo, a Class II gaming facility. There is also a proposal for an additional casino in North Richmond. Local governments have limited authority in determining whether or not such facilities should be sited in their jurisdiction; the terms and conditions under which the facilities will operate; and what, if any, mitigation will be paid to offset the cost of increased services and lost revenues. Contra Costa County has been active in working with CSAC and others to address these issues, as well as the need for funding for participation in the Federal and State review processes and for mitigation for the existing Class II casino.*

90. SUPPORT efforts to ensure that counties who have existing or proposed Class II Indian gaming facilities receive the Special Distribution Funds.
91. CONSIDER, on a case by case basis, whether or not to SUPPORT or OPPOSE Indian gaming facilities in Contra Costa County, and only SUPPORT facilities that are unique in nature and can demonstrate significant community benefits above and beyond the costs associated with mitigating community impacts.
92. OPPOSE the expansion or approval of Class III gaming machines at the existing gaming facility in Contra Costa County unless it can be demonstrated that there would be significant community benefits above and beyond the costs associated with mitigating community impacts.
93. SUPPORT State authority to tighten up the definition of a Class II machine.
94. SUPPORT State legislative and administration actions consistent with the CSAC policy documents on development on Indian Lands and Compact negotiations for Indian gaming.

### **Land Use/Community Development Issues**

95. SUPPORT efforts to promote economic incentives for "smart growth," including in-fill and transit-oriented development. *Balancing the need for housing and economic growth with the urban limit line requirements of Measure J (2004) will rely on maximum utilization of "smart growth" principles.*
96. SUPPORT efforts to increase the supply of affordable housing, including, but not limited to, state issuance of private activity bonds, affordable and low income

housing bond measures, low-income housing tax credits and state infrastructure financing. *This position supports Goals 2, 3 and 4 of the County General Plan Housing Element.*

97. SUPPORT *establishment of* a CEQA exemption for affordable housing financing. *Current law provides a statutory exemption from CEQA to state agencies for financing of affordable housing (Section 21080.10(b) of the California Public Resources Code and Section 15267 of the CEQA Guidelines)—but not to local agencies. The current exemption for state agencies is only operational if a CEQA review process has been completed by another agency (e.g., by the land use permitting agency). Since the act of financing does not change the environmental setting, the net effect of the exemption is streamlining the process for providing financial assistance for already approved projects.* AB 2518 (Houston) in 2006 was a Contra Costa County-sponsored bill to accomplish this, but it was not successful in the Legislature.
98. SUPPORT efforts to obtain a CEQA exemption *or to utilize CEQA streamlining provisions* for infill development in unincorporated areas. Section 15332 of the CEQA Guidelines is a Categorical Exemption for infill development projects but only within cities. The exemption should also include urbanized unincorporated areas. The proposal would affect the County's affordable housing, revitalization, and redevelopment programs in all unincorporated urbanized areas of the County. *Without the exemption, housing projects in the unincorporated areas are subject to a more time-consuming and costly process in order to comply with the CEQA guidelines than that which is required of cities, despite having similar housing obligations. Regarding CEQA streamlining, SB 226 (Simitian) limits the provisions to cities and unincorporated islands. There may be good infill projects that should qualify for the SB 226 streamlining but do not simply because they are in a county but not an incorporated island.*
99. SUPPORT efforts to reform State housing element law to promote the actual production and preservation of affordable housing and to focus less on process and paper compliance.
100. OPPOSE efforts to limit the County's ability to exercise local land use authority.
101. SUPPORT efforts to reduce the fiscalization of land use decision-making by local government, which favors retail uses over other job-creating uses and housing. *Reducing incentives for inappropriate land use decisions, particularly those that negatively affect neighboring jurisdictions, could result in more rational and harmonious land use.*
102. SUPPORT allocations, appropriations, and policies that support and leverage the benefits of approved Natural Community Conservation Plans (NCCPs), such as the East Contra Costa County NCCP. Support the granting of approximately \$20 million to the East Contra Costa County NCCP from the \$90 million allocation for



NCCPs in Proposition 84. Support the position that NCCPs are an effective strategy for addressing the impacts of climate change and encourage appropriate recognition of the NCCP tool in implementation of climate change legislation such as SB 375 and AB 32. Promote effective implementation of NCCPs as a top priority for the Department of Fish and Game.

103. *If the Supreme Court invalidates the Redevelopment Restructuring Acts of 2011, SUPPORT reform of the existing redevelopment process, as appropriate to consider as part of a budget solution. Specifically, SUPPORT legislation that would give local agencies specific tools for economic development purposes in order to enhance job opportunities, with emphasis on attracting and retaining businesses, and promote smart growth and affordable housing development.*
104. *OPPOSE legislation that would create substantial uncertainty over the tax allocation bonds issued by redevelopment agencies and possible negative credit impact.*

### **Law and Justice System Issues**

105. SUPPORT legislation that seeks to curb metal theft by making it easier for law enforcement agencies to track stolen metals sold to scrap dealers through such means as requiring identification from customers selling commonly stolen metals, banning cash transactions over a certain amount, and requiring scrap dealers to hold materials they buy for a certain period of time before melting them down or reselling them.
106. SUPPORT legislation that provides a practical and efficient solution to addressing the problem of abandoned and trespassing vessels and ground tackle in an administrative process that allows the California State Lands Commission to both remove and dispose of such vessels and unpermitted ground tackle. *Boat owners in increasing numbers are abandoning both recreational and commercial vessels in areas within the Commission's jurisdiction. Our state waterways are becoming clogged with hulks that break up, leak, sink and add pollutants to our waterways and marine habitat.*
107. *OPPOSE legislative proposals to realign additional program responsibility to counties without adequate funding and protections.*
108. *OPPOSE legislation that would shift the responsibility of parolees from the state to the counties without adequate notification, documentation and funding.*
109. *SUPPORT legislation that will help counties implement the 2011 Public Safety Realignment as long as the proposal would: provide for county flexibility, eliminate redundant or unnecessary reporting, and would not transfer more responsibility without funding.*



## **Levee Issues, Sacramento-San Joaquin Delta Issues**

*The County's Delta Water Platform was developed in mid-2008 to consolidate and organize the many County policies and positions into one document that could be utilized to guide actions and advocacy to promote a healthy Sacramento-San Joaquin Delta.*

*The Delta Water Platform is comprised of fourteen subject areas. Each of these subject categories contains relevant policies and background explanatory language. Each subject category is summarized below; the first five are considered priorities. The policies and background information can be found in the Delta Water Platform, which is included in this document by reference:*

*Short Term Actions to be implemented immediately: Includes a broad range of specific, relatively non-controversial actions to quickly improve the state of the Delta, such as improvements to levees, the fishery, habitat and emergency response.*

*Conveyance: Through-Delta and Isolated Conveyance: Consideration of isolated conveyance must protect and improve the Delta and the entire Bay-Delta ecosystem, include the broadest range of non-biased scientific analysis of impacts, include levee repair and all costs of a facility must be paid by beneficiaries.*

*The Delta Ecosystem: Protection and restoration of an ailing Delta ecosystem has long been a priority of the Board of Supervisors, including need for additional scientific research to address fundamental questions, fishery and habitat restoration projects.*

*Governance: A new or improved system of oversight related to ecosystem and water management is necessary. The existing Delta Protection Commission land use governance structure has been successful, requiring no further action. Local Government representation in any governance structure is paramount.*

*Levee Restoration: Advocacy for immediate and significant (multi-year) funding and levee repair is a priority, including upgrades to minimum (PL 84 99) standards for all levees, and a higher, 200-year level of protection for communities protected by levees. Stockpiling rock in the Delta specifically for levee repair and continuance of the Long Term Management Strategy (LTMS) are highly recommended.*

*Water Quality, Water Quantity and Delta Outflow: Protection and improvement of water quality, quantity and outflow, determination and assurance of adequate water for the delta ecosystem and examination of the State and Federal project operations (including potential for reduced exports) are recommended here.*

*Flood Protection/Floodplain Management: Comprehensive flood management planning throughout the Delta and its watersheds, as well as funding to bring flood facilities to 200-year levels and revenue generation for flood control districts continue to be of import.*

Water Rights and Legislative Protections: Existing area-of-origin and other water rights protections established for the Delta should be preserved.

Regional Self-Sufficiency: All export regions should be implementing all water supply options available to them to reduce stress on the Delta as a limited resource.

Emergency Response: Collaborative efforts among the Delta counties to improve emergency response in the region have been productive and are continuing.

Water Conservation: Landscape and household conservation, maximizing use of reclaimed wastewater, use of meters, and agricultural water conservation are recommended.

Water Storage: Multi-purpose storage facilities are recommended and groundwater storage preferred to surface storage options. Detailed groundwater studies are recommended.

San Luis Drain/Grasslands Bypass: Long-standing opposition to selenium discharges from this project entering the Delta and support of in-valley treatment solutions are ongoing. Continued reduction in drainage from the Grasslands Bypass project is also monitored.

Climate Change: Impacts of climate change must be considered in planning, engineering and construction activities.

110. ADVOCATE for administrative and legislative action to provide significant funding for rehabilitation of levees in the western and central Delta. Proposition 1E, passed in November 2006, provides for over \$3 billion for levees, primarily those in the Central Valley Flood Control Program. Language is included in the bond for other Delta levees but funding is not specifically directed. The County will work on a coalition basis to actively advocate for \$1 billion in funding through this bond.
111. SUPPORT legislation that requires the levee repair funds generated by Proposition 1E be spent within one year. Many public agencies, including reclamation districts charged with maintaining levees, have complained about the state's inaction in allocating and distributing the levee funds that were raised by the bond sales authorized by Proposition 1E in 2008. Legislation could require the immediate distribution of these funds to local levee projects. The Delta Reform Act of 2009 authorized over \$202 million for levee repairs. It has been difficult to obtain explanations from the state as to why these funds are not being distributed.
112. SUPPORT legislation to amend California Water Code Section 12986, to maintain the state/local funding ratio of 75/25 for the state's Delta Levees Subventions Program, which provides funds for local levee repair and

*maintenance projects. The code provisions that have the state paying 75 percent of project costs will expire on July 1, 2013. At that time the matching ratio will change to 50/50. This means local reclamation districts will have to pay a larger portion of project costs (50%, compared to their current 25% requirement). Many districts do not have the funding to do so. This legislative request could also include direction that the Delta Levees Subventions Program should continue to use funds from bonds or other dedicated sources, rather than the state's General Fund. For the past several years the program has been funded from bonds. When these bond funds run out, the program will have to be funded from the General Fund, unless some other new dedicated funding source is established. This is something that should be included in the next Water Bond, if and when there is one.*

113. ADVOCATE for legislation dealing with the Delta, including levees and levee programs, level and type of flood protection, beneficiary-pays programs, flood insurance, liability and other levee/land use issues.
114. SUPPORT legislation/regulation requiring Reclamation Districts to develop, publish, and maintain hazard emergency plans for their districts. *Emergency response plans are critical to emergency management, particularly in an area or situation like the Delta where a levee break could trigger other emergencies. This legislation/regulation should also include the requirement for plan review and annual distribution of the plan to the residents of the district, County Office of Emergency Services and other government agencies that have emergency response interests within the district.*
115. *SUPPORT legislation to amend California Water Code Section 85057.5 to bring the Delta Stewardship Council's "covered actions" land-use review process into consistency with CEQA. This section of state code defines a "covered action," which refers to local permit decisions that are subject to potential revocation by the Delta Stewardship Council, as proposed in the Council's Delta Plan. The proposed process works as follows: (1) if a local permit application meets the definition of a "covered action," the jurisdiction must evaluate it for consistency with all of the policies in the Stewardship Council's Delta Plan. (2) If the jurisdiction finds the project is consistent with the Delta Plan, they notify the Stewardship Council of this finding. (3) Anyone who objects to the project may appeal the consistency finding, and it will be up to the Stewardship Council to make the final decision. Should the Stewardship Council decide against the local jurisdiction, there is no appeal process available to the jurisdiction or project applicant other than legal action.*

*"Covered actions" are defined in Section 85057.5 of the California Water Code. It defines them as plans, projects or programs as defined by CEQA, and then goes on to grant several exemptions to certain types of projects. It does not, however, provide exemptions for all the project types that CEQA itself exempts. CEQA provides a lengthy list of categorical exemptions for plans, projects and*

*programs that generally do not have significant environmental impacts, and projects that have compelling reasons to move forward quickly (such as public safety projects). The entire list of categorical exemptions from CEQA also should be exempt from the Delta Stewardship Council's "covered actions" process.*

### **Library Issues**

116. SUPPORT State financial assistance in the operation of public libraries, including full funding of the Public Library Fund (PLF) and the Direct/Interlibrary Loan (Transaction Based Reimbursement) program.
117. SUPPORT State bonds for public library construction. The 2000 library construction bond provided funding for two libraries in Contra Costa County. There is currently a need of approximately \$289,000,000 for public library construction, expansion and renovation in Contra Costa County.
118. SUPPORT continued funding for the California Library Literacy and English Acquisition Services Program, which provides matching funds for public library adult literacy programs that offer free, confidential, one-on-one basic literacy instruction to English-speaking adults who want to improve their reading, writing, and spelling skills.

### **Telecommunications Issues**

119. SUPPORT clean-up legislation on AB 2987 that provides for local emergency notifications similar to provisions in cable franchises for the last 20 years. *Currently our franchises require the cable systems to carry emergency messages in the event of local emergencies. With the occurrence of several local refinery incidents, this service is critical for Contra Costa. Under federal law, Emergency Alert System requirements leave broad discretion to broadcasters to decide when and what information to broadcast, emergency management offices to communicate with the public in times of emergencies.*
120. SUPPORT preservation of local government ownership and control of the local public rights-of-way. *Currently, local government has authority over the time, place, and manner in which infrastructure is placed in their rights-of-way. The California Public Utilities Commission is considering rulemaking that would give them jurisdiction to decide issues between local government and telecommunication providers.*

### **Transportation Issues**

121. SUPPORT increased flexibility in the use of transportation funds. The County supports an amendment to the Subdivision Map Act to allow the use of off-site transportation impact fees to fund pedestrian, bicycle transit and traffic calming facilities necessitated by new development. The Act currently limits the use of

these funds to improvements to bridges and “major thoroughfares.” Senator DeSaulnier introduced such a bill in 2008. The County’s proposal was adopted by CSAC for its legislative platform in the 2011 session. The proposal would provide more flexibility in how we can use an existing transportation funding source.

122. SUPPORT regional coordination that provides for local input in addressing transportation needs. *Coordinated planning and delivery of public transit, paratransit, and rail services will help ensure the best possible service delivery to the public. Regional coordination also will be needed to effectively deal with the traffic impacts of Indian gaming casinos such as those in West County. Regional coordination also will be essential to complete planning and development of important regional transportation projects that benefit the state and local road system* such as State Route 239, improvements to Vasco Road, completion of remaining segments of the Bay Trail, improvements to the Delta DeAnza Regional Trail, and the proposed California Delta Trail. There may be interest in seeking enhanced local input requirements for developing the Sustainable Communities Strategy for the Bay Area mandated by SB 375 for greenhouse gas reduction. It is important that the regional coordination efforts are based on input gathered from the local level, to ensure the regional approach does not negatively impact local communities. “Top-down” regional planning efforts would be inconsistent with this goal.
123. SUPPORT efforts to improve safety throughout the transportation system. *The County supports new and expanded projects and programs to improve safety for bicyclists, pedestrians and wheelchair users, as well as projects to improve safety on high-accident transportation facilities such as Vasco Road. Data on transportation safety would be improved by including global positioning system (GPS) location data for every reported accident to assist in safety analysis and planning. The County also supports school safety improvement programs such as crossing guards, Safe Routes to Schools (SR2S) grants, efforts to improve the safety and security of freight transportation system including public and private maritime ports, airports, rail yards, railroad lines and sidings. The County also supports limits or elimination of public liability for installing traffic-calming devices on residential neighborhood streets.*
124. SUPPORT funding or incentives for the use of renewable resources in transportation construction projects. *The County seeks and supports grant programs, tax credits for manufacturers, state purchasing programs, and other incentives for local jurisdictions to use environmentally friendly materials such as the rubberized asphalt (made from recycled tires) that the County has used as paving material on San Pablo Dam Road and Pacheco Boulevard.*
125. SUPPORT streamlining the delivery of transportation safety projects. *The length of time and amount of paperwork should be reduced to bring a transportation safety project more quickly through the planning, engineering and design,*

*environmental review, funding application, and construction phases, such as for Vasco Road. This could include streamlining the environmental review process and also streamlining all state permitting requirements that pertain to transportation projects. Realistic deadlines for use of federal transportation funds would help local jurisdictions deliver complex projects without running afoul of federal time limits which are unrealistically tight for complex projects.*

126. SUPPORT efforts to coordinate development of state-funded *or regulated* facilities such as courts, schools, jails, *roads* and state offices with local planning. The County supports coordinating planning between school districts and local jurisdictions in locating and planning new schools and funding programs that foster collaboration *and joint use of facilities* to help finance off-site transportation improvements for access to schools.
127. SUPPORT regional aviation transportation planning efforts for coordinated aviation network planning to improve service delivery. Regional aviation coordination could also improve the surrounding surface transportation system by providing expanded local options for people and goods movement.
128. SUPPORT efforts to increase waterborne transport of goods and obtaining funds to support this effort. *The San Francisco to Stockton Ship Channel is a major transportation route for the region, providing water access to a large number of industries and the Ports of Sacramento and Stockton. A project is underway to deepen the channel, providing additional capacity to accommodate increasing commerce needs of the Ports and providing better operational flexibility for the other industries. Increased goods movement via waterways has clear benefits to congestion management on highways and railroads (with resultant air quality benefits).*

### **Waste Management**

129. SUPPORT legislation that establishes producer responsibility for management of their products at the end of their useful life.
130. SUPPORT efforts to increase the development of markets for recycled materials.
131. SUPPORT legislative and regulatory efforts to allow third parties, under specific circumstances and conditions, to collect and transport household hazardous waste to collection facilities.
132. *SUPPORT legislation that seeks to remedy the environmental degradation and solid waste management problems on a State-wide basis of single-use plastic bags typically given away for free at grocer, retail and other establishments.*
133. *SUPPORT legislation that does not require increased diversion from landfills without out an adequate funding mechanism.*



134. SUPPORT legislation that would make changes to the used tire redemption program. Instead of collecting a disposal fee from the consumer when new tires are purchased, a disposal fee would be collected at the wholesale level and redeemed by the disposal site when the used tires are brought to the site. The party bringing the tires to the disposal site would also receive a portion of the fee.

**To:** Board of Supervisors

**From:** David Twa, County Administrator

**Date:** January 24, 2012



**Contra  
Costa  
County**

**Subject: Governor's Proposed Budget - Potential Impacts**

**RECOMMENDATION(S):**

ACCEPT report from the County Administrator on potential local impacts to the Governor's Proposed State Budget.

**FISCAL IMPACT:**

No specific impact from this report. Fiscal impact on the County is supplied in the body and attachment to this report.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES

NOES

ABSENT

ABSTAIN

RECUSE

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

**Contact: Lisa Driscoll, County Finance Director (925) 335-1023**

By: , Deputy

cc:



## **BACKGROUND:**

On January 5, 2012 Governor Brown released his proposed Budget for FY 2012-13. In the Governor's message he stated that when he came into office, California was facing an immediate \$26.6 billion budget gap and future budget deficits of \$20 billion a year. In January of 2011, he proposed a budget that combined deep cuts with a temporary extension of some existing taxes. It was - he believed - a balanced approach that would have finally closed the State budget gap. However taxes were not extended and massive cuts — totaling \$16 billion — were enacted. The 2011 budget did, however, begin to lay the foundation for fiscal stability. It cut the annual budget shortfall by three-quarters — from \$20 billion to \$5 billion. It shrunk state government, reduced borrowing costs and gave local governments more authority to make decisions. The FY 2012-13 proposed budget submitted keeps the cuts made last year and adds new ones.

The Governor ended his message by asking voters to approve a temporary tax increase on the wealthy, a modest and temporary increase in the sales tax and to guarantee that the new revenues be spent only on education. He asked that the voters guarantee ongoing funding for local public safety programs. This ballot measure will not solve all of the fiscal problems, but it will stop further cuts to education and public safety and halt the trend of double-digit tuition increases. His budget plan also includes reforms. It improves government efficiency and pays down debt. It reorganizes state government to make it more efficient and saves tax dollars by consolidating or eliminating functions. It restructures social service programs to better support working families. It gives substantially more flexibility and decision-making to local school districts. The plan also calls for bold investments in the future: to assure a reliable water supply, build high speed rail and reduce greenhouse gas emissions.

### **2011 Public Safety Realignment**

The Governor's 2012/13 Proposed Budget provides increased local government funding for 2011 realigned programs, reflecting 12 months of realignment in FY 2012/13 as compared to 9 months of realignment in FY 2011/12, and recognizing that state prison services for lower level offenders are winding down while county services for these same offenders are ramping up.

Two efforts are proceeding simultaneously to help protect and guarantee an adequate revenue stream to support county delivery of realigned programs. One effort is to secure the source of funding or the overall state pot of funds dedicated to realignment. The Governor is sponsoring an initiative to provide Constitutional protection of this revenue for counties and against related future costs and mandates imposed upon counties.

The other effort is to ensure that the pot of funds is shared equitably among counties so that each county has the best opportunity to successfully integrate this population into local custody and supervision. As part of the implementation of 2011 Realignment (AB 109), the Department of Finance developed a funding model based on assumptions about costs of activities for these offenders at the local level. The 2011/12 county funding allocation for realignment was developed by the California State Association of Counties, working with county executive officers, using three factors— the estimates of the number of offenders who would be under the jurisdiction of each county (ADP), each county's population between the ages of 18 to 64, and a county's success under the felony probation program initiated under Chapter 608, Statutes of 2009 (SB 678). Because Contra Costa County's ADP has been historically low, our County was disadvantaged by this formula. The state has reiterated that the allocation formula for the community corrections programs was for 2011/12 only in order to gain more program experience before determination of a permanent allocation. A Realignment Allocation Committee composed of nine County Administrators (three from urban, three from suburban, and three from rural counties) has begun meeting to discuss future AB 109 allocations, with a tentative deadline to submit a proposal to the State by March 2012. Contra Costa County will provide input to this process through the urban county representatives, which include the Alameda County Administrator.

The County's Community Corrections Partnership (CCP) Executive Committee has been meeting monthly to monitor implementation of the County's realignment plan, staffing needs, and expenditures to date. The Sheriff and Probation Departments report higher numbers of parolees and community supervision offenders than projected by the State. The State has since admitted that it failed to correctly estimate the actual number of post-release community supervision offenders impacting our county by approximately 50%. The higher populations have required the Sheriff and Probation to accelerate the program ramp up and hiring of staff. The CCP and CAO continue to monitor this situation closely.

### **Juvenile Justice Reform**

One bright spot in the Governor's Proposed Budget is the placement of a temporary safety catch on the revenue trigger that would have levied millions of dollars of fees on our county for the placement of serious and high-risk juvenile offenders in state juvenile detention facilities. We had previously estimated an annual cost increase to our

County of \$5.5 million. The Governor appears to recognize that a complete realignment of juvenile offenders must be done thoughtfully and carefully to provide the best placement and treatment options for these youth. The Proposed Budget proposes to stop the intake of new juvenile offenders to the Division of Juvenile Justice (DJJ) effective January 1, 2013. Recognizing that counties will need resources and support to secure appropriate placements and treatment options for additional offenders, many of whom need mental health and substance abuse treatment, the Budget proposes \$10 million General Fund in 2011/12 for counties to begin planning for this population. To help with the transition and prevent the disinvestment of funds in juvenile justice at the local level, the state will delay collection of trigger fees for those wards housed in the DJJ. The Probation Department has begun to research the facility improvements that would be required to ready one of the units in the old Juvenile Hall in the event we must develop a local alternative to DJJ.

For Contra Costa County, the Governor's proposals appear to hit the Employment and Human Services Department the hardest. Attached are the California State Association of Counties Budget Action Bulletin, the Legislative Analyst's Office Budget Overview, the Urban Counties Caucus Budget Summary, and preliminary impacts for Contra Costa County by department.

**CONSEQUENCE OF NEGATIVE ACTION:**

None - this report is informational.

**CHILDREN'S IMPACT STATEMENT:**

None.



**Highlights of the Governor's Proposed 2012-13 State Budget  
Week of January 2, 2012**

January 5, 2012

TO: CSAC Board of Directors  
County Administrative Officers  
CSAC Corporate Associates

FROM: Paul McIntosh, CSAC Executive Director  
Jim Wiltshire, CSAC Deputy Executive Director  
Jean Kinney Hurst, Legislative Representative

RE: **Summary of the Governor's 2012-13 Budget Proposal**

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In an unanticipated turn of events, Governor Jerry Brown released his [proposed 2012-13 state budget](#) a few days early. (Apparently, the budget document was inadvertently posted on the Internet, requiring an early announcement from the Governor.) The budget is an austere one, proposing significant program reductions in addition to the new revenues proposed by the Governor in his sponsored November 2012 ballot measure. The Governor continues to focus on moving government closer to the people, improving government efficiency, and paying down the state's "wall of debt." The slow economic recovery continues to plague the state and hamper the ability to fund core services. Baseline General Fund revenues are projected to total \$89 billion in 2012-13, and are not expected to return to their 2007-08 levels until 2014-15. Further, there remain significant risks and uncertainty to the state's fiscal health, including ongoing debt obligations, pension liabilities, and uncertainties associated with the continuing debate on addressing the federal budget deficit.

The budget deficit for 2012-13 is estimated to be \$9.2 billion, including a current year deficit of \$4.1 billion. The current year fiscal problem was exacerbated by court challenges, delays in federal approvals, and lower-than-anticipated economic performance. To address the deficit, the Governor is proposing a combination of spending reductions and temporary taxes (via ballot initiative) totaling \$10.3 billion to both balance the budget and establish a \$1.1 billion reserve. The Governor also proposes a new round of trigger cuts slated to take effect if his ballot initiative fails; these cuts are detailed in the sections that follow.

The Governor also proposes a reorganization of state government, including the elimination and consolidation of 48 boards, commissions, programs, and departments. For more details on the Governor's reorganization plans, please see the "Making Government More Efficient" chapter of the [Governor's budget summary](#), starting on page 23.

With an entire chapter devoted to 2011 realignment, the Governor also reiterated his commitment to constitutional protections and ongoing dialogue with counties during implementation of realignment.

This *Budget Action Bulletin* summarizes the components of the Governor's proposed 2012-13 budget as we understand them at this late hour. Please note that additional details and information will be forthcoming from CSAC as they become available. Do not hesitate to contact CSAC staff with your questions and we will do our best to assist you.

#### BUDGET SUMMARY CHARTS

### 2012-13 Governor's Budget General Fund Budget Summary (\$ in millions)

	Defining the Problem		With Solutions	
	2011-12	2012-13	2011-12	2012-13
<b>Prior Year Balance</b>	-\$3,079	-\$3,416	-\$3,079	-\$985
Revenues and Transfers	\$86,309	\$89,221	\$88,606	\$95,389
<b>Total Resources Available</b>	<b>\$83,230</b>	<b>\$85,805</b>	<b>\$85,527</b>	<b>\$94,404</b>
Non Proposition 98 Expenditures	\$53,846	\$58,905	\$53,883	\$55,035
Proposition 98 Expenditures	\$32,800	\$35,348	\$32,629	\$37,518
<b>Total Expenditures</b>	<b>\$86,646</b>	<b>\$94,253</b>	<b>\$86,512</b>	<b>\$92,553</b>
<b>Fund Balance</b>	<b>-\$3,416</b>	<b>-\$8,448</b>	<b>-\$985</b>	<b>\$1,851</b>
Reserve for Liquidation of Encumbrances	\$719	\$719	\$719	\$719
Special Fund for Economic Uncertainties	-\$4,135	-\$9,167	-\$1,704	\$1,132
<b>Budget Stabilization Account</b>	-	-	-	-
<b>Total Available Reserve</b>	<b>-\$4,135</b>	<b>-\$9,167</b>	<b>-\$1,704</b>	<b>\$1,132</b>

**General Fund Revenue Sources**  
(\$ in millions)

	<b>2011-12</b>	<b>2012-13</b>	<b>Change from 2011-12</b>	
			<b>\$ Change</b>	<b>% Change</b>
Personal Income Tax	\$54,186	\$59,552	\$5,366	9.9%
Sales and Use Tax	18,777	20,769	1,992	10.6%
Corporation Tax	9,479	9,342	-137	-1.4%
Motor Vehicle Fees	103	30	-73	-70.9%
Insurance Tax	2,042	2,179	137	6.7%
Estate Taxes	-	45	45	-
Liquor Tax	323	329	6	1.9%
Tobacco Taxes	93	90	-3	-3.2%
Other	3,603	3,053	-550	-15.3%
<b>Total</b>	<b>\$88,606</b>	<b>\$95,389</b>	<b>\$6,783</b>	<b>7.7%</b>

**General Fund Expenditures by Agency**  
(\$ in millions)

	<b>2011-12</b>	<b>2012-13</b>	<b>Change from 2011-12</b>	
			<b>\$ Change</b>	<b>% Change</b>
Legislative, Judicial, Executive	\$2,540	\$2,600	\$60	2.4%
State and Consumer Services	619	689	70	11.3%
Business, Transportation & Housing	679	558	-121	-17.8%
Natural Resources	1,935	1,896	-39	-2.0%
Environmental Protection	51	47	-4	-7.8%
Health and Human Services	26,668	26,414	-254	-1.0%
Corrections and Rehabilitation	7,849	8,744	895	11.4%
K-12 Education	34,162	38,179	4,017	11.8%
Higher Education	9,821	9,377	-444	-4.5%
Labor and Workforce Development	354	448	94	26.6%
General Government:				
Non-Agency Departments	450	514	64	14.2%
Tax Relief/Local Government	544	2,534	1,990	365.8%
Statewide Expenditures	840	553	-287	-34.2%
<b>Total</b>	<b>\$88,606</b>	<b>\$95,389</b>	<b>\$6,783</b>	<b>7.7%</b>

**ACTION**

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**Budget Balancing Proposals**  
(\$ in millions)

<b>Expenditure Reductions</b>	
<b><u>Health and Human Services</u></b>	
CalWORKs	\$946.2
Medi-Cal	842.3
In-Home Supportive Services	163.8
Other HHS Programs	86.9
<b><u>Education</u></b>	
Proposition 98	544.4
Child Care	446.9
Cal Grant Program	301.7
Other Education	28.0
<b><u>All Other Reductions</u></b>	
State Mandates	828.3
Other Reductions	27.3
<b>Total Expenditure Reductions</b>	<b>\$4,215.8</b>
<b>Revenues</b>	
<b><u>General Fund Revenues</u></b>	
Temporary Taxes	\$4,400.8
Other General Fund Revenues	88.8
<b><u>Special Fund Revenues</u></b>	
Gross Premiums Insurance Tax on Medi-Cal Managed Care Plans	161.8
<b>Total Revenues</b>	<b>\$4,651.4</b>
<b>Other</b>	
Loan Repayment Extensions	\$630.5
Unemployment Insurance Interest Payment	417.0
Additional Weight Fee Revenues	349.5
Suspend County Share of Child Support Collections	34.5
<b>Total Other</b>	<b>\$1,431.5</b>
<b>Total Solutions</b>	<b>\$10,298.7</b>

**Outstanding Budgetary Borrowing**  
(\$ in billions)

Deferred payments to schools and community colleges	\$10.4
Economic Recovery Bonds	6.3
Loans from special funds	3.4
Unpaid costs to local governments, schools, and community colleges for state mandates	4.5
Underfunding of Proposition 98	3.4
Borrowing from local government (Proposition 1A)	2.1
Deferred Medi-Cal costs	1.3
Deferral of state payroll costs from June to July	0.8
Deferred payments to CalPERS	0.5
Borrowing from transportation funds (Proposition 42)	0.3
<b>Total</b>	<b>\$33.0</b>

### Trigger Cuts

The Governor's proposed budget assumes the passage of a November 2012 initiative that would protect counties' realignment revenues and also temporarily raise the sales tax rate and personal income tax rates on higher income earners. However, the state needs to borrow money at the beginning of the fiscal year to cover expenses until the bulk of the revenue comes later in the year.

Money lenders would not trust the state to repay this intra-year debt with such uncertainty, so the Governor proposes significant trigger cuts effective January 1, 2013 should the ballot measure fail.

These trigger cuts total \$5.4 billion. \$4.8 billion (89 percent) of those cuts are reductions to schools and community colleges. Half of that reduction results from the decrease to the Proposition 98 guarantee. The other half results from shifting K-14 bond debt service costs into Proposition 98, thereby reducing money going to schools. Cuts at this level equal about three weeks of instruction. Another \$400 million in cuts target the UC and CSU systems.

The rest of the cuts are to the courts (\$125 million, equivalent to three days of closures per month), Cal FIRE (\$15 million, about 10 percent of its budget), and small cuts to various other state protection agencies. These small cuts would, among other things, eliminate lifeguards from state beaches and reduce the number of park rangers and game wardens by 20 percent.

**Ballot Trigger Reductions**  
**Effective January 1, 2013**  
(\$ in millions)

Proposition 98	\$4,836.9
University of California <sup>/1</sup>	200.0
California State University <sup>/1</sup>	200.0
Courts	125.0
Department of Forestry and Fire Protection	15.0
Flood Control	6.6
Fish and Game: Non-Warden Programs	2.5
Fish and Game: Wardens	1.0
Park Rangers	1.0
Park Lifeguards	1.0
Department of Justice	1.0
<b>Total Ballot Trigger Reductions</b>	<b>\$5,390.0</b>

<sup>/1</sup> This level of savings may be offset by Cal Grant increases if the universities raise tuition.

### **2011 Realignment**

The Governor's proposed 2012-13 state budget includes discussion about moving forward with 2011 realignment in terms of constitutional protections, allocation of funds and funding structure, and other programmatic changes. As previously reported, the Governor is sponsoring a ballot measure that provides constitutional protections for the revenue dedicated to 2011 realignment, as well as protections against new costs associated with future changes to realigned programs.

Recall that two additional programs are slated for realignment in 2012 (and incorporated into the funding model for 2011 realignment): mental health managed care and the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) program. These programs will be fully funded by 2011 realignment revenues on an ongoing basis.

### **2011 Realignment Funding**

The budget assumes funding for 2011 realignment from two state sources – a state special fund sales tax of 1.0625 percent totaling \$5.1 billion and \$462.1 million in Vehicle License Fees (VLF) for 2011-12. These two figures represent revised estimates by the Department of Finance (DOF) after the enactment of the final 2011-12 budget last June. These funds are deposited in the Local Revenue Fund 2011 and are continuously appropriated and allocated to counties for the purposes of 2011 realignment.

ACTION

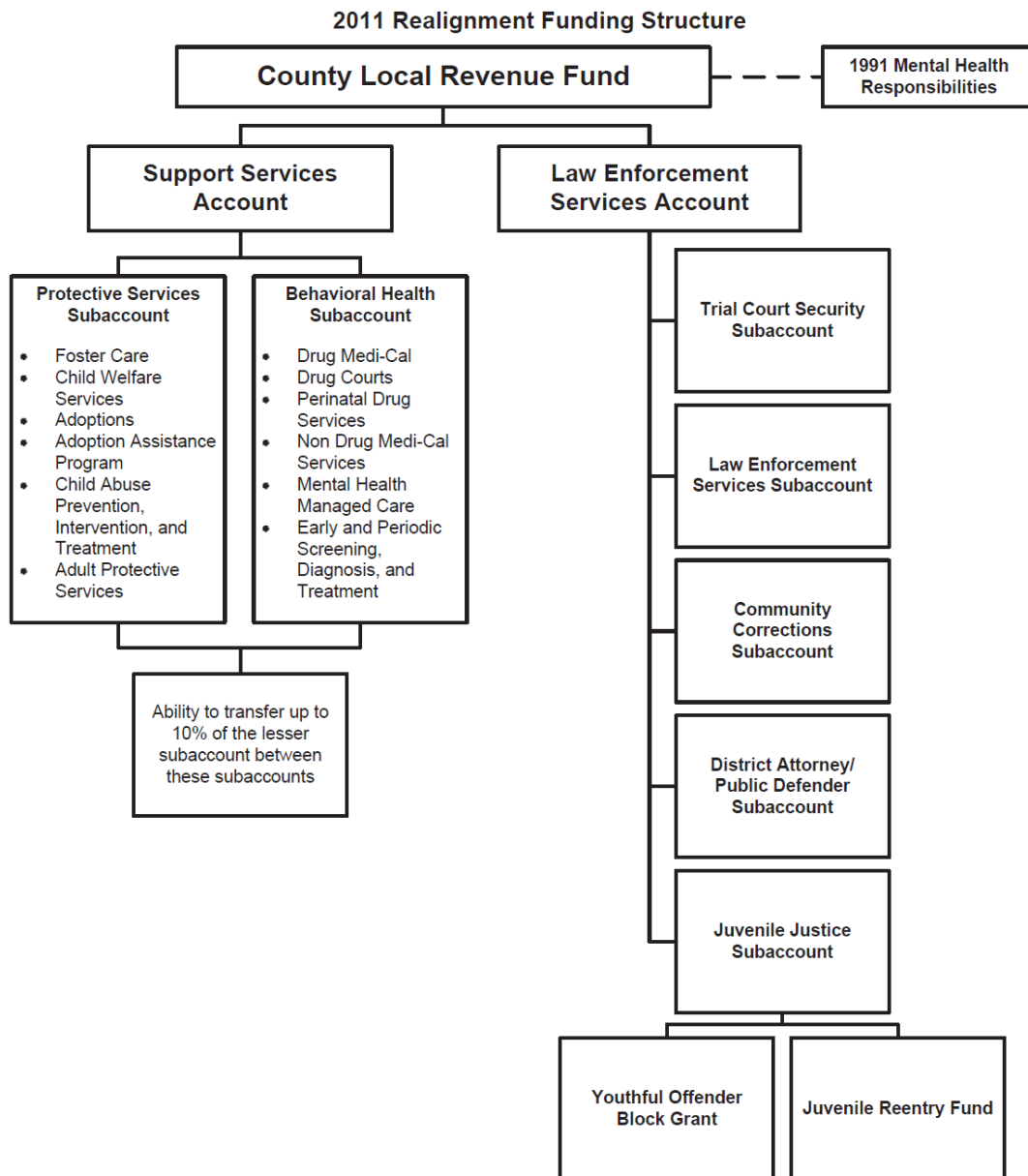


**2011 Realignment Funding**  
(\$ in millions)

<b>Program</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
Court Security	\$496.4	\$496.4	\$496.4	\$496.4
Local Public Safety Programs	489.9	489.9	489.9	489.9
Local Jurisdiction for Lower-level Offenders and Parole Violators				
Local Costs	239.9	581.1	759.0	762.2
Reimbursement of State Costs	957.0	-	-	-
Realign Adult Parole				
Local Costs	127.1	276.4	257.0	187.7
Reimbursement of State Costs	262.6	-	-	-
Mental Health Services				
EPSDT	-	544.0	544.0	544.0
Mental Health Managed Care	-	188.8	188.8	188.8
Existing Community Mental Health Programs	1,104.8	1,164.4	1,164.4	1,164.4
Substance Abuse Treatment	179.7	179.7	179.7	179.7
Foster Care and Child Welfare Services	1,562.1	1,562.1	1,562.1	1,562.1
Adult Protective Services	54.6	54.6	54.6	54.6
Existing Juvenile Justice Realignment	95.0	98.8	100.4	101.3
Program Cost Growth	-	180.1	443.6	988.8
<b>Total</b>	<b>\$5,569.1</b>	<b>\$5,816.3</b>	<b>\$6,239.9</b>	<b>\$6,719.9</b>
Vehicle License Fee Funds	462.1	496.3	491.9	491.9
1.0625% Sales Tax	5,107.0	5,320.1	5,748.0	6,228.0
<b>Total Revenues</b>	<b>\$5,569.1</b>	<b>\$5,816.3</b>	<b>\$6,239.9</b>	<b>\$6,719.9</b>

## Funding Structure for 2011 Realignment

Counties will recall discussions over the last months regarding a permanent funding structure for 2011 realignment. While we had originally anticipated requiring such a structure prior to the Legislature's adjournment, these efforts were postponed to allow for additional conversations with stakeholders. After ongoing conversations between CSAC, our county partners, and DOF, the Administration is proposing a permanent funding structure for realignment with the goal of providing a reliable and stable funding source that allows for local flexibility. That structure is depicted in the chart below.



### **Base Funding**

Base funding in each subaccount should not experience a year-over-year decrease. A statutory mechanism should be in place to deal with the possibility of a year's base being short due to significantly reduced revenues.

The timing of the programs' inclusion in 2011 realignment and the implementation scheduled should affect base funding for each program. The base should be a rolling base for each subaccount, meaning that a year's base funding plus growth becomes the subsequent year's base.

The 1991 Mental Health programs should continue to receive revenue based on its 1991 formula.

### **Growth Funding**

Funding for program growth should be distributed on a roughly proportional basis, first among accounts, then by subaccounts.

Within each subaccount, federally required programs should receive priority for funding if warranted by caseload and costs.

Growth funding for the Child Welfare Services (CWS) program is a priority once base programs have been established. Over time, CWS should receive an additional \$200 million.

### **Transferability**

To provide flexibility, counties should have the ability to transfer a maximum of 10 percent of the lesser subaccount between the subaccounts within the Support Services Account.

Beginning in 2015-16, there should be a local option to transfer a portion of the growth among subaccounts within the Law Enforcement Services Account. Transfers should be for one year only and not increase the base of any program.

### **Reserve Account**

To provide some cushion for fluctuations in future revenue, a Reserve Account should be established when Sales and Use Tax revenues exceed a specified threshold.

# ACTION

C A L I F O R N I A   S T A T E   A S S O C I A T I O N   O F   C O U N T I E S

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### **Public Safety Realignment (AB 109)**

The Governor's budget discusses counties' efforts at implementing public safety realignment. Given only three months of experience managing the new adult offender populations, the Governor notes that there is insufficient information available to assess whether the state's estimates of 2011 Realignment impacts are tracking counties' actual new workload. The budget also discusses the operational impacts to the state's corrections system associated with the implementation of public safety realignment, noting that:

- The state prison population is declining, as expected, which greatly aids the state in complying with the federal court's order to reduce prison population over the next two years. State prison population is expected to decline from just over 150,000 inmates in 2011-12 to approximately 132,000 in 2012-13 (a 12 percent drop).
- The state's facility needs will change as a result of population reductions. For example, the proportion of female inmates is decreasing more quickly than males, meaning the state now plans to convert the Valley State Prison for Women to a male facility in 2013. Other operational changes related to reception centers and other beds are also expected.

The Governor's budget narrative also discusses the AB 109 allocation formula, noting that the county-by-county distribution for the first nine months of operation applies only to 2011-12, given counties' expressed need to have programmatic experience before settling on a more permanent funding methodology.

As discussed previously, the Governor's budget makes an ongoing commitment of funding to support the transferred criminal justice responsibilities. (See 2011 Realignment Funding table above.) Ongoing and regular discussions continue among counties, public safety stakeholders, and the Administration to identify and monitor realignment implementation. The Governor's budget makes clear his ongoing commitment to address systemic issues that arise. The budget notes, for example, the Administration's intent to work with counties to explore and develop treatment and housing options for in-custody offenders who are in need of mental health treatment.

In recognition of the significance of the shift in new offender populations, the Governor's budget proposes a second year of training to support statewide AB 109 training efforts (\$1 million) and grants to local Community Corrections Partnerships (CCP) (\$7.9 million). The CCP planning funds are intended to support counties' efforts in reviewing and amending AB 109 implementation plans.

### Ongoing Realignment Efforts

The Administration is committed to a continued partnership with county officials for the successful implementation of 2011 realignment, including:

- **State Operations Reductions.** The Administration is committed to a 25-percent reduction in the state operations of program areas that have been realigned. Both the Departments of Alcohol and Drug Programs and Mental Health have reduced their program components by that amount before transferring functions to the Department of Health Care Services (DHCS). The new Division of Mental Health and Substance Use Disorder Services within the DHCS will provide appropriate state oversight and assistance for programs realigned to the counties. The Department of Social Services will develop its 25-percent reduction plan upon county decisions regarding workload within realigned programs and based upon federal requirements.
- **County Flexibility.** The Administration continues to support efforts to increase the flexibility of counties in administering programs.

### Juvenile Justice Reform

The Governor's budget outlines a revised juvenile justice reform proposal whereby the state would stop intake of juvenile offenders to the Division of Juvenile Justice (DJJ) facilities on January 1, 2013. After this date, all new commitments of youthful offenders to DJJ would cease. DJJ would continue to house those juvenile offenders who were placed with the state on or before January 1, 2013, but facilities would shut over time as the population phases out. In order to prepare counties for this shift in responsibility, the budget proposes to provide \$10 million in planning funds to counties in the current year. The purpose of this funding is to give counties both the time and resources to develop appropriate placement and treatment options for this additional juvenile population. The funds would be distributed to counties under an as-yet undetermined methodology. The Administration will work with stakeholders to determine how to distribute the planning funds to the 58 counties. As the result of this proposal, the state plans to delay collection of the increased fees for DJJ placements that became effective on January 1, 2012 as a result of the 2011-12 trigger cuts.

### Phase 2 Realignment

The Governor's budget discusses his continued intention to pursue Phase 2 Realignment in the future. These efforts would be linked to ongoing conversations regarding California's implementation of federal healthcare reform. Structuring Phase 2 will take into account the movement of a significant number of people now served by county indigent programs (about 2 million) to the Medi-Cal program and the Administration's desire to rebalance county responsibility for additional programs in the future. More

information and further exploration of potential changes in state/local program responsibility in Phase 2 are needed.

## **ADMINISTRATION OF JUSTICE**

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In addition to the Governor's ongoing commitment to the success of realignment as stated in the introduction, the Governor's proposed budget contains other public safety elements that may be of interest to counties. These elements are briefly described below.

**California Department of Corrections and Rehabilitation (CDCR).** The budget proposes various operational changes for CDCR, including the following:

- *Expanding the Alternative Custody for Female Offenders Program* – This program was created in 2010, pursuant to SB 1266 by Senator Carol Liu. It allows non-violent and non-serious female offenders to participate in an alternative custody program in the community, which includes substance abuse counseling and vocational education. The Governor's budget proposes to expand eligibility of this program to include female offenders who have a prior offense that is serious and/or violent, as many of these offenders have been deemed low-risk.
- *Review of Prison Facilities Plans* – CDCR has reduced its use of non-traditional prison beds by over 4,000 beds. The State is reevaluating its need for infill and reentry construction projects proposed to be funded through the state's portion of AB 900 (2007) given that it has significantly reduced its use of gymnasiums and dayrooms to detain prison inmates.

**Board of State and Community Corrections.** The budget contains \$109.1 million in funding to support the creation of the Board of State and Community Corrections (BSCC) beginning July 1, 2012, as enacted in the 2011-12 state budget. Under the structure, the BSCC will assume the duties of the existing Corrections Standards Authority and certain public safety grant-related responsibilities of the California Emergency Management Agency (CalEMA). Further, the BSCC is designed as an independent entity that will provide statewide leadership and coordination on statewide public safety policies – including realignment.

**Judicial Branch.** The Governor's budget contemplates a \$50 million augmentation to the Trial Court Trust Fund based on a proposed civil court fee increase. The augmentation is intended to offset the ongoing impacts of permanent budget reductions the courts have experienced in past years.

**2012-13 Trigger Cuts in Courts/Public Safety.** The Governor is proposing trigger cuts should his November 2012 ballot initiative fail. These trigger cuts total \$5.3 billion, of

which \$126 million will be to the courts and the Department of Justice. Please see below for a brief explanation of these cuts:

- Judicial Branch – The courts would be reduced an additional \$125 million, an amount equal to three court closures a month.
- Department of Justice (DOJ) – The trigger cuts would apply a \$1 million unallocated reduction.

## **AGRICULTURE AND NATURAL RESOURCES**

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**Reorganization of State Government.** The Governor's proposed budget eliminates, consolidates and restructures a number of agencies and departments under the Agriculture & Natural Resources area. Specifically, the budget proposes to eliminate CalEMA and would make it an office reporting directly to the Governor. The proposed budget would transfer the Department of Resources, Recycling and Recovery (Cal Recycle) to the California Environmental Protection Agency (CalEPA). The budget summary indicates that hazardous waste, electronic waste and landfill permits are more appropriately regulated by CalEPA and not the Natural Resources Agency. The proposed budget also eliminates the State Geology and Mining Board, transferring its responsibilities to the Office of Administrative Hearings for regulatory appeals functions, with the balance of the Board's responsibilities going to the Office of Mine Reclamation within the Department of Conservation. Finally, the Governor's budget would reduce the number of Regional Water Quality Control Boards from nine to eight, consolidating the Colorado River Basin Water Board into neighboring regions, and reduce the number of members on the boards from nine to seven.

**Department of Forestry and Fire Protection.** The proposed budget assumes \$9.3 million in revenues for 2012-13 to be generated by the proposed State Responsibility Area (SRA) fee, currently under consideration by the Board of Forestry. As you may recall, ABX1 29 (2011) established an (up to) \$150 fee on each structure on a parcel located within the SRA. The budget also indicates that the Board of Equalization will assess the fee, including an increase of \$6.4 million to their budget and an addition of 57 positions to do so, and that the Administration is continuing to evaluate the long-term structure of the fee, leaving the door open for supplementing the fee with an additional per-acre charge.

**State Water Resources Control Board.** The budget proposes to increase water quality grants by \$11 million through the State Water Pollution Control Revolving Small Community Fund. These grants are for small and severely disadvantaged communities to address wastewater system needs.

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**Delta.** The proposed budget includes an increase of \$25.4 million and 135 positions to DWR for preliminary engineering work to support the Delta Habitat Conservation and Conveyance Program (DHCCP). This funding will support the Bay Delta Conservation Plan's Environmental Impact Report, to be conducted by DHCCP.

**Climate Change.** The California Air Resources Board (CARB) will begin to auction greenhouse gas (GHG) emissions allowances through the AB 32 Cap and Trade Program in 2012-13. Revenue estimates for the program are expected to be approximately \$1 billion in the first year. The proposed budget includes a framework for how to expend the proceeds of the Cap and Trade Program, noting that only activities that further the purposes of AB 32 are eligible for funding. The framework lists clean and efficient energy, low-carbon transportation, natural resource protection and sustainable infrastructure development as priority areas for funding. Of particular note, under the heading of natural resource protection, the Governor lists natural resource conservation and management and sustainable agriculture as areas eligible for funding.

## **GOVERNMENT FINANCE AND OPERATIONS**

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### **Mandates**

The Governor's budget plan proposes to reduce state spending on local government and school mandates, saving the General Fund \$828 million.

The bulk of this savings results from his proposal to dramatically change the state's mandate relationship with schools. Under the plan, the state would eliminate almost half of all current K-14 mandates, and replacing the rest with incentives to comply with those that remain. Instead of funding actual costs, the Governor proposes a school mandates block grant.

Furthermore, the Governor proposes to repeal dozens of the roughly 50 mandates that have been suspended at least two years.

The Governor also proposes that the Commission on State Mandates redetermine mandates related to sexually violent predators. The state originally mandates certain activities in 1995 and reimburses local agencies for their related costs, but voters approved Proposition 83 (Jessica's Law) in 2006, and the state is not required to reimburse locals for mandates passed by voters.

Lastly, the Governor proposes to again defer the state's payment for pre-2004 state mandates, saving the General Fund (and costing local agencies) \$99.5 million.



### **Counties with 100 Percent Basic Aid Education Entities**

The Governor's proposed budget provides \$4.4 million to the counties of Amador and Mono and the cities therein for shortfalls in 2010-11 associated with their Sales and Use Tax and Vehicle License Fee Adjustment Amounts. In these counties, all education entities are considered "basic aid" and, as a result, there is no statutory mechanism by which the counties and cities can receive reimbursement for revenues losses associated with the Triple Flip and VLF Swap of 2004. CSAC is joining these counties and the Regional Council of Rural Counties (RCRC) in sponsoring AB 1191 (Huber) to provide a permanent mechanism to achieve this reimbursement.

### **EMPLOYEE RELATIONS**

The Governor's proposed budget includes the elimination or consolidation of several employment-related boards and commissions. Specifically, it:

- Creates the **Government Operations Agency**, which will include duties of the departments of General Services, Human Resources, Technology, Office of Administrative Law, the Public Employees' Retirement System, the State Teachers Retirement System and the State Personnel Board.
- Eliminates the Occupational Safety and Health Administration Board and gives its functions to the Employee Development Department.
- Consolidates EDD's tax collection functions with the Franchise Tax Board into a new department called the **Department of Revenue**.

Additionally, the Governor's budget proposes to eliminate 15,000 state positions and have DOF conduct a department-by-department review to identify other positions for elimination.

**Unemployment Insurance Program.** Counties will recall that due to a structural imbalance between revenues and benefit payments, the Unemployment Insurance (UI) Fund has been making benefit payments with borrowed federal funds since 2009. The UI Fund deficit was \$9.8 billion at the end of 2011, and is projected to be \$11.7 billion at the end of 2012. Required annual interest payments were waived under the American Recovery and Reinvestment Act for 2010. Interest in the amount of \$303.5 million was paid in September 2011 through a loan from the state's Unemployment Compensation Disability Fund. The Governor's budget proposes to continue to borrow from the Disability Fund to pay the 2012-13 interest expense of \$417 million.

The budget also proposes a surcharge on employers to generate \$472.6 million to fund future interest payments and repay borrowed funds, and increases the minimum

monetary eligibility requirements to qualify for UI benefits to account for increases in employee wages that have occurred since the requirements were last adjusted in 1992.

**Workforce Investment Act (WIA) Funding.** The budget reflects a decrease of \$39.5 million in federal funds for the Governor's discretionary WIA funding, a reduction from 15 percent to 5 percent in the discretionary funds provided by the federal government.

## HEALTH AND HUMAN SERVICES

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Governor Brown has proposed significant cuts and changes to the CalWORKs, Medi-Cal, In Home Support Services (IHSS), and Child Care programs in his 2012-13 budget proposal. Please note that each of the reductions and proposals outlined below are permanent and ongoing, and would take effect regardless of whether the Governor's proposed tax initiative passes in November.

**CalWORKs.** The Governor is proposing to restructure the existing CalWORKs program by creating a two-tier system that supposedly focuses on work participation for adult recipients. All proposals below will affect both current and future CalWORKs recipients, and are estimated to save the state up to \$1.1 billion in the current year.

The Governor would create two tracks for CalWORKs recipients:

- **CalWORKs Basic** would serve as the entry-point for the welfare-to-work program and would be operational by October of this year. The eligibility time limit for this phase would be 24 months, with an assessment of the recipients' progress after 12 months. For six months following the October 2012 implementation of the CalWORKs Basic program, all currently aided eligible adults will be eligible for welfare-to-work services and child care. The budget has increased the county single allocation by \$35.6 million to provide some of these services. Additionally, families who are sanctioned for more than three months would be disenrolled from the program.
- If a CalWORKs Basic participant maintains unsubsidized employment at specified levels (30 hours for adults and 20 hours for those with children under age six), they would move to the **CalWORKs Plus** program. This program would become operational in April of 2013 and reward participants with a higher grant level by allowing them to utilize a higher income disregard (first \$200 earned and 50 percent of subsequent income). Participants would be eligible for this program for up to 48 months, and if they reach the time limit but continue to work specified amounts, they would retain the higher earned income disregard.

The income support program of child only grants will continue under the name of Child Maintenance Program, but grants will be cut by 27 percent, or about \$70 a month, beginning in October of this year. Also, families on the Child Maintenance Program will

be subject to annual eligibility determinations and required to have children in the program seen annually by a doctor.

Furthermore, under the restructuring, low-income families who are CalFresh recipients or child care subsidies – but not on CalWORKs – and meet work participation requirements may receive \$50 bonus payments.

**Child Care.** The Governor proposes shifting eligibility determinations and payment functions for approximately 142,000 children in subsidized child care programs to counties in 2013-14. Once fully implemented, the new structure would replace the three-stage CalWORKs child care system for current and former CalWORKs recipients and programs already serving low-income parents with a “work-based” subsidized child care system administered by county welfare departments.

In this model, counties would apply federal income eligibility rules and welfare-to-work participation requirements to those seeking subsidized child care support. Recipients would also be subject to welfare-to-work employment requirements, and the Administration estimates that this change in eligibility will eliminate about 46,300 child care slots statewide.

Additionally, the state seeks to save \$43.9 million by switching eligibility determinations from a measure of state median income to 200 percent of the Federal Poverty Level. The state estimates this will remove 15,700 child care slots.

The proposal also removes the statutory Cost of Living Increase Adjustment for capped non-CalWORKs child care programs to save \$29.9 million..

Governor Brown also proposes to reduce the child care reimbursement rate ceiling for voucher-based programs from the 85<sup>th</sup> percentile of the private pay market to the 50<sup>th</sup> percentile (based on the 2009 Market Rate Survey). This would save the state \$11.8 million. Please note that rates for license-exempt providers will be unaffected, but they will have to meet certain health and safety standards in order to continue to receive reimbursement. Also, direct-contracted Title 5 centers will see a 10 percent reimbursement rate reduction.

Furthermore, beginning in 2013-14, families who meet federal work requirements under the new structure will receive a \$50 monthly work bonus to be issued by county welfare departments.

Priority for voucher-based programs will be given to families who participate in the Child Welfare System or are at risk for being abused, neglected, or exploited. Cash-aid families would continue to receive subsidized child care services.

The Governor will also introduce legislation to require counties to identify and collect subsidized child care overpayments, and would levy sanctions on agencies that do not reduce the incidence of overpayments.

Overall, the child care cuts would save over \$500 million.

**In-Home Support Services.** The budget includes a number of reductions to the In Home Support Services (IHSS) program as well as significant restructuring for those who are dually eligible for Medi-Cal and Medicare. Please see the Medi-Cal section for more information on that specific proposal.

The Governor proposes to eliminate domestic and related services for IHSS consumers living with other adults who are not participants in the IHSS program, unless those adults are found to be unable to perform such services. This reduction in domestic services also applies to children in the IHSS program who reside with their parents, and the state assumes budget savings of \$164 million in the current year if implemented by July 1 of this year. This proposal would affect 254,000 IHSS recipients.

The budget assumes that the 20-percent across-the-board trigger cut to IHSS would be implemented April 1, 2012. However, a court injunction has precluded implementation.

The budget also includes a set-aside to fully fund the IHSS program in the event the court permanently upholds the injunction.

### **Medi-Cal.**

**Care Coordination for Dual Eligible Individuals.** The Administration proposes to improve care coordination for seniors and persons with disabilities. The term “dual eligible beneficiary” refers to persons eligible for both Medi-Cal and Medicare. Current law authorizes a dual eligible beneficiary pilot in four counties to begin January 1, 2013. The budget proposes a three-year phase-in of the pilots and an expansion of the number of pilots to 10 counties. In the first year, dual eligible beneficiaries will transition to managed care for Medi-Cal benefits. The benefits will become a more integrated plan responsibility over the subsequent two years. Under a separate proposal, the Administration is also proposing to expand Medi-Cal managed care statewide starting in June 2013. Currently, 30 counties have Medi-Cal managed care plans.

The pilots will provide managed care plans with a blended payment consisting of federal, state and county funds and responsibility for the full array of health and social services to dual eligible beneficiaries. Making long-term care services a managed care benefit is intended to increase access to home and community-based medical and social services. The larger goal is to allow beneficiaries to remain in their homes and out of

institutions. Behavioral health services will generally be provided by counties. In year one, IHSS, other home and community-based services and nursing home care funded by Medi-Cal will become managed care benefits. The IHSS program will essentially operate as it does today, except all authorized IHSS benefits will be included in the managed care plan rates. Over time, managed care plans would take on more responsibility for home and community-based services, including IHSS.

The Governor's budget document acknowledges a number of issues that will need to be worked on, including consumer protections, development of a uniform assessment tool, and consumer choice and protection.

The Administration views the dual eligible beneficiary pilots as part of its effort to implement health reform and establish the state as the level of government primarily responsible for delivering health care services. The Administration identifies the state-county relationship in financing and delivering services – including collective bargaining structure for IHSS providers and the long-term county financial responsibility and other health programs.

The Administration will be working with counties, consumers and other stakeholders to address these outstanding issues through development of legislation necessary to implement the proposal.

The Administration is projecting savings from the pilots related to a reduction in hospital and nursing home costs. To accelerate savings into 2012-13, the Administration is proposing a payment deferral (one payment for all providers) and alignment of payment policies for all managed care counties. This proposal will save \$678.8 million in 2012-13 and \$1 billion in 2013-14.

**Managed Care Expansion.** The Governor proposes expanding Medi-Cal Managed Care into all counties statewide and enrolling all current Medi-Cal beneficiaries, including IHSS recipients and those in the Institutional Long-Term Care program, in the managed care model. The state would begin this transition in the 28 fee-for-service counties in June of this year, and estimates savings of \$2.7 million in 2012-13 and \$8.8 million in 2013-14.

The Governor also proposes an annual open enrollment period for Medi-Cal beneficiaries to save up to \$3.6 million in 2012-13 and \$6 million in 2013-14. Currently, beneficiaries may change plans up to 12 times a year.

**Operational Flexibilities.** The Governor introduces his desire to streamline the regulatory process to allow the Medi-Cal program to change more quickly. Examples

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include reducing laboratory rates, eliminating funding for avoidable hospital admissions, and no longer paying for services of “limited value.” He proposes a stakeholder process to examine changes in benefit design and estimates that the state can save approximately \$75 million in 2012-13.

**Medical Therapy Program.** The Governor proposes to impose an income test for the Medical Therapy Program that mirrors the California Children’s Services (CCS) program. Only families with annual incomes of less than \$40,000 or with annual CCS-related medical expenses exceeding 20 percent of their annual income would qualify for the Medical Therapy Program.

**Revenue for the Medi-Cal Program.** The Governor proposes a one-time redirection of private and non-designated hospital stabilization funds for fiscal years 2005-06 through 2009-10 to the state General Fund for a savings of \$42.9 million. He also wants to continue indefinitely the Gross Premium Tax on Medi-Cal Managed Care Plans to save up to \$161.8 million in 2012-13 and \$259.1 million in 2013-14.

**Healthy Families Program.** The Administration is proposing to reduce Healthy Families managed care rates by 25.7 percent effective October 1, 2012 for a savings of \$64.4 million in 2012-13 and \$91.5 million in 2013-14. The budget again proposes to shift the 875,000 children in the Healthy Families Program to the Medi-Cal program with a nine-month phase in starting October 2012.

The budget also proposes to eliminate the Managed Risk Medical Insurance Board by July 1, 2013.

**Child Support.** Governor Brown proposes to suspend the county share of child support collections (\$34.5 million in 2012-13) and redirect it to the state’s General Fund.

## **Public Health**

**AIDS Drug Assistance Program.** The Governor proposes to increase the client share of cost for the AIDS Drug Assistance Program (ADAP) for \$14.5 million in state savings in 2012-13. This proposal would implement the federal share of cost maximum amounts, resulting in average monthly copayments of between \$28 and \$385, depending on the client’s income. The state estimates that this proposal will generate administrative costs of \$2 million due to the amount of paperwork involved, and that cost is included in the \$14.5 million savings estimate.

**New Office of Health Equity.** The proposed budget creates a new **Office of Health Equity** in the Department of Public Health and transfers the Office of Women’s Health, Office of Multicultural Health, Health in All Policies Task Force, the Health Places Team, and the Office of Multicultural Services to the new structure.

**Department of State Hospitals.** The budget establishes a new **Department of State Hospitals** that will oversee the state's mental hospitals. In addition to the new department, the Administration is proposing a number of changes to the mental hospitals to address a \$180 million shortfall. Of interest to counties, the Administration is proposing to increase the bed rate charges to counties for civil commitments by \$20 million.

**Departments of Mental Health and Alcohol and Drug Programs.** The Administration is proposing to eliminate the Departments of Mental Health and Alcohol and Drug Programs. The Department of Health Care Services will assume responsibility for the administration of Mental Health Services Act programs and financial oversight of funds, administration of federal Substance Abuse and Mental Health Services Administration discretionary and block grants, Projects for Assistance in Transition from Homelessness grants, Substance Abuse Prevention and Treatment block grants, the Parolee Services Network, veterans mental health programs, and the mental health components of the California Health Interview Survey.

The Department of Public Health will assume the duties of the Office of Multicultural Services, the administration of counselor certification, narcotic treatment, driving under the influence, and problem gambling functions.

The Department of Social Services will be responsible for licensing and quality improvement functions.

The California Department of Education will administer the Early Mental Health Initiative grants.

The Office of Statewide Health Planning and Development will now include the Mental Health Workforce Education and Training program.

The Mental Health Services Oversight and Accountability Commission will be responsible for Mental Health Services Act training, technical assistance and program evaluation.

## **HOUSING, LAND USE AND TRANSPORTATION**

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**Transportation Funding.** The Governor's proposed budget reports that gasoline consumption was down 0.5-percent in 2010-11 from the prior fiscal year. While it is anticipated to decrease another 0.6-percent in 2011-12, the proposed budget projects that consumption will rise 1.9 percent in 2012-13. Under the 2010 transportation tax



swap, whereby the state eliminated the sales tax on gasoline and replaced it with an equivalent amount of new gasoline excise tax which is adjusted annually to reflect what the sales tax would have otherwise generated in a given year, DOF is projecting that the new 2012-13 excise tax rate will be reduced from the current 35.7-cents to 35-cents.

The proposed budget fully funds transportation as agreed to in the transportation tax swap of 2010. Recall that after the state backfills the State Highway Account for truck weight fee revenues dedicated to transportation bond debt service, the remaining revenues are divided among the state and local streets and roads in the following manner:

- 44 percent for the State Transportation Improvement Program
- 44 percent for Local Streets and Roads
- 12 percent for the State Highway Operation and Protection Program

CSAC is waiting for more information, specifically for the Board of Equalization to adjust the new excise tax rate as required by statute, before we provide counties with estimated revenues for 2012-13.

It is also important to note that the Governor borrows \$349.5 million in truck weight fees over and above what is necessary to pay budget year bond debt service payments. However, this was anticipated given that bond debt service fluctuates from year to year. In order to maximize the transportation tax swap and truck weight fee agreements from 2010 and 2011, the Governor will take all eligible weight fee revenues each year and bank the funds to use to offset the bond debt costs in the future.

**Transportation Bond Sales.** The Governor does not propose new transportation bond appropriations in his proposed budget and is putting this off until spring 2012 when more information on project cash flow needs is available.

**High-Speed Rail.** The Governor's proposed budget includes funding for the basic functions for the High-Speed Rail Authority. However, the document is silent on funding the initial train segment. The High-Speed Rail Authority's Business Plan is currently under review with DOF and the Governor will await its analysis before proposing a plan for funding the first segment. Additionally, the Legislature has indicated that they, too, will be holding hearings on the project and could potentially take action in the 2012 legislative year that will affect the project, for good or bad.

**Consolidation/Elimination of State Agencies.** Continuing his mission to "reorganize state government", the Governor proposes to reduce the number of state agencies from 12 to 10 and eliminate another 39 state entities and 9 programs. Among this reorganization is:



- The consolidation of the California Department of Transportation (Caltrans) with the Department of Motor Vehicles, the High-Speed Rail Authority, the Highway Patrol, the California Transportation Commission, and the Board of Pilot Commissioners into the new **Transportation Agency**.
- Changes to the budget process including requiring some departments, such as Caltrans, to perform a detailed review and analysis of all of their programs to evaluate whether the functions need to exist and the level of resources needed to accomplish them.
- Transfer of the functions of the California Housing Finance Authority (CalHFA) to the Housing and Community Development Department (HCD). Since both CalHFA and HCD are concerned with the development and financing of affordable housing, the goal is to obtain administrative efficiencies by combining the efforts under one department. It should also be noted that the new HCD will be moved from the former Business, Transportation, and Housing Agency to a new agency – the **Business and Consumer Services Agency**.

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*If you would like to receive the Budget Action Bulletin electronically, please e-mail Amanda Yang, CSAC Legislative Assistant, at [ayang@counties.org](mailto:ayang@counties.org). We're happy to accommodate you!*

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CALIFORNIA STATE ASSOCIATION OF COUNTIES

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Mac Taylor  
Legislative Analyst

January 11, 2012

The 2012-13 Budget:

# Overview of the Governor's Budget



2012-13 BUDGET

## EXECUTIVE SUMMARY

### Governor's Proposal

***Proposed Tax Initiative Is Cornerstone of Governor's Budget Proposal.*** The administration estimates that the Legislature and the Governor must address a budget problem of \$9.2 billion between now and the start of the 2012-13 fiscal year. The cornerstone of the Governor's 2012-13 budget plan is its assumption that voters will approve a temporary increase in income and sales taxes through an initiative that the Governor has proposed be on the November 2012 ballot. The administration estimates the initiative would increase state revenues by \$6.9 billion by the end of 2012-13, and generate billions of dollars per year until its taxes expire at the end of 2016. The taxes would be deposited to the General Fund to pay for the state's Proposition 98 school funding obligations, as increased by the initiative, and to help balance the budget by paying for other state programs. The Governor also proposes significant reductions to social services and child care programs and additional state borrowing.

***Administration Estimates Plan Would Return State Budget to Balance.*** The administration estimates the Governor's plan would leave the state with a \$1.1 billion reserve at the end of 2012-13 and balanced annual budgets for the next few years. The Governor also proposes that the state take steps to reduce outstanding state budgetary obligations (which he calls a "wall of debt") during the next several years.

***Proposed Trigger Cuts if Voters Reject Governor's Tax Initiative.*** The Governor's proposal requests that the Legislature approve \$5.4 billion of "trigger cuts" to take effect on January 1, 2013, if voters do not approve the Governor's tax initiative. Proposition 98 funding for schools and community colleges would bear the brunt of these trigger cuts: \$4.8 billion (90 percent) of the total.

### LAO Comments

***Governor's Plan Would Continue State's Efforts to Restore Budgetary Balance.*** In 2011, the Legislature and the Governor took significant steps—through ongoing budgetary actions—to begin to restore the state budget to balance. To finish this job, the Legislature still faces a very difficult task for 2012, as the Governor's proposal shows. The Governor's plan envisions multiyear tax increases and significant reductions in social services and subsidized child care programs. As an alternative, if his tax plan is rejected he proposes much larger cuts, aimed largely at schools. If the state chooses either of the Governor's two paths, the state budget would be moved much closer to balance over the next several years.

***Revenue Estimates Bigger Question Mark Than Usual.*** Our revenue estimates—including estimates of state revenue gains from the Governor's proposed initiative—currently are lower than the administration's. Already, California's budget is dependent on volatile income tax payments by the state's wealthiest individuals, and the Governor proposes that these Californians pay more for the next few years. As has become evident in recent years, differing fortunes for these upper-income taxpayers can create or eliminate billions of dollars of projected state revenues. If our current



revenue estimates are closer to the target than the administration's, the Legislature will have to pursue billions of dollars more in budget-balancing solutions.

***Restructuring Proposals in Education Merit Serious Consideration.*** The Governor's plan contains major restructuring of the school finance system, community college categorical funding, and education mandates. We think the Governor's restructuring proposals in all these areas would overcome most widely recognized shortcomings of these current systems and institute lasting improvements.

***Social Services and Child Care Proposals Have Merit, But Involve Drawbacks.*** The Governor proposes to reduce General Fund support for California Work Opportunity and Responsibility to Kids (CalWORKs) and subsidized child care—the state's primary sources of cash assistance and work support for low-income families—by a total of about \$1.4 billion. His proposal would focus reforms in the CalWORKs program on achieving the goal of emphasizing work. The Legislature may wish to consider whether the proposed reductions to families most in need of support to achieve self-sufficiency are too severe, as well as the Governor's proposal to restrict eligibility criteria and time lines for subsidized child care. Focusing these programs on a different set of objectives and priorities than the Governor would not necessarily eliminate opportunities for budgetary savings, but the savings potential under such alternatives could be less.

***Trigger Cut Framework Needs to Be Considered Carefully.*** Though the Governor's tax initiative would improve the financial outlook of public education over the next several years, his trigger plan would create significant uncertainty for schools, community colleges, and universities in 2012-13. This uncertainty is likely to be particularly problematic for schools, as most will feel compelled to build their 2012-13 budgets assuming the trigger cuts will be implemented. This means schools in 2012-13 likely will implement most, if not all, of the reductions that many hope to avoid. Given this possibility, the Legislature needs to be very deliberate in structuring a workable trigger package. In particular, the Legislature will need to be careful in setting the size of the trigger reduction; determining the specific education reductions to impose; and designing tools to help schools, community colleges, and universities respond to the trigger cuts.

## OVERVIEW

### THE GOVERNOR'S BUDGET PROPOSAL

On January 5, 2012, the Governor proposed a 2012-13 state spending plan with \$92.6 billion of General Fund expenditures, \$39.8 billion of spending from state special funds, and \$5.0 billion of bond fund expenditures. In addition, the budget assumes that \$73 billion of federal funds flow through state accounts in 2012-13.

The cornerstone of the plan is its assumption that voters will approve the Governor's proposed tax initiative in November 2012. These taxes would be deposited to the General Fund to pay for the state's Proposition 98 school funding obligations, as increased by the initiative, and to help balance the budget by paying for other state programs. Under the administration's estimates, as shown in Figure 1, the state would end 2012-13 with a \$1.1 billion General Fund reserve. The budget plan also contains trigger cuts that would take effect if voters reject the Governor's tax proposal.

### \$9.2 Billion Budget Problem Projected for 2012-13

*Consists of \$4 Billion 2011-12 Deficit, Plus \$5 Billion Shortfall for 2012-13.*

Each year, in assembling the Governor's proposed budget, the administration estimates what revenues and expenditures would be under current tax and expenditure policies. This is

called the baseline, or workload, budget forecast. For 2012-13, the administration projects that baseline General Fund revenues are \$89.2 billion, while baseline General Fund spending is \$94.3 billion. In addition to this prospective annual budget shortfall of over \$5 billion for 2012-13, the administration estimates that 2011-12 will end with a General Fund deficit of over \$4.1 billion. Combined, the state faces an estimated budget problem of \$9.2 billion to address between now and the start of the new fiscal year.

**Several Major Differences From LAO's November 2011 Forecast.** In our November 2011 publication, *California's Fiscal Outlook*, our office estimated that the baseline budget problem for the state's General Fund would total \$12.8 billion for 2012-13. This is about \$3.6 billion more than the estimated budget problem reflected in the *2012-13 Governor's Budget*. The administration's definition of the 2012-13 budget problem differs from ours in several ways:

**Figure 1**  
**Governor's Budget**  
**General Fund Condition**

(Dollars in Millions)

	Actual 2010-11	Proposed 2011-12	Proposed for 2012-13	
			Amount	Percent Change
Prior-year fund balance	-\$5,019	-\$3,079	-\$986	
Revenues and transfers	93,489	88,606	95,389	7.7%
Total resources available	\$88,470	\$85,527	\$94,404	
Expenditures	\$91,549	\$86,513	\$92,553	7.0%
Ending fund balance	-\$3,079	-\$986	\$1,850	
Encumbrances	\$719	\$719	\$719	
<b>Reserve<sup>a</sup></b>	<b>-\$3,797</b>	<b>-\$1,704</b>	<b>\$1,132</b>	

<sup>a</sup> Reflects the administration's projection of the balance in the special fund for economic uncertainties. (The 2012-13 Governor's Budget proposes to continue suspending transfers to the Budget Stabilization Account.)

- ***Administration's Revenue Forecast.*** The administration forecasts that baseline General Fund revenues and transfers will be \$4.7 billion higher over 2011-12 and 2012-13 combined than indicated in our November 2011 forecast. This is partially offset by the administration's estimate of \$803 million less in revenues and transfers than we estimated for the prior year, 2010-11. For the three fiscal years combined, therefore, the Governor's budget forecasts baseline revenues that are over \$3.9 billion higher than those forecast by our office in November. The vast majority of our differences during this period are related to our respective forecasts of personal income tax (PIT) revenues.
- ***Proposition 98 Estimates.*** The administration's baseline figures are different from those in our November forecast for state General Fund spending for Proposition 98. Specifically, for the 2011-12 and 2012-13 fiscal years combined, the administration's baseline General Fund Proposition 98 estimates are about \$1.1 billion lower than our estimates. A number of reasons account for these differences, including the treatment of the realignment revenues, redevelopment revenues, the gas tax swap, and 2011-12 trigger cuts.
- ***Non-Proposition 98 Spending.*** Compared to our November forecast, the administration's workload budget estimates for 2011-12 and 2012-13 include a net amount of about \$1.4 billion more in non-Proposition 98 General Fund spending. There appear to be a variety of reasons for these differences, such as the administration's estimates of several hundred million dollars of higher General Fund expenses

for some health and social services programs and debt service. Contrary to our past practices in developing workload budgets, the administration also includes over \$700 million of General Fund expenses to reimburse local governments for the prior-year costs of currently inactive mandates. In addition, we understand that budget proposals to augment some programs are included in the administration's workload budget estimates, such as a proposed \$90 million increase to the University of California (UC) budget. Finally, the administration also assumes in its workload budget \$500 million of savings from using revenues from the Air Resources Board's (ARB's) auction of "cap-and-trade" greenhouse gas emission allowances to offset unspecified General Fund costs. The Legislature, however, has never explicitly adopted such a policy for the use of cap-and-trade auction revenues, and accordingly, we regard the revenues as a budgetary solution (not as a change in the definition of the problem).

## **Governor's Budget Proposals**

***Proposes Over \$10 Billion of Budget-Balancing Actions.*** The Governor proposes over \$10 billion of budget-balancing actions to address the administration's estimated \$9.2 billion budget problem—leaving the state with a reserve of \$1.1 billion at the end of 2012-13. Figure 2 summarizes the administration's estimates of savings or revenue related to the Governor's major proposals. (We list the administration's estimates in every case but two—the cap-and-trade and mandate issues noted above.)

***Key Proposals.*** The budget plan rests predominantly on proposals in three areas, all of which are discussed in greater detail in the sections that follow:

## 2012-13 BUDGET

- **Plan Assumes Voters Approve Governor's Tax Initiative.** The centerpiece of the Governor's budget plan is its assumption that voters approve his initiative proposal to temporarily increase PIT on upper-income filers and sales and use taxes (SUT) for the next several years. The administration estimates that this plan would generate \$6.9 billion of revenues to benefit the 2012-13 General Fund budget plan.
- **Proposition 98 Proposals.** As always, Proposition 98 funding for schools and

community colleges is the single largest spending priority in the proposed budget. For 2012-13, the Governor proposes state and local Proposition 98 funding of \$52.5 billion—the administration's estimate of the Proposition 98 minimum guarantee. The guarantee reflects the additional revenue assumed to be raised by the Governor's tax initiative. The year-to-year funding increase under the Governor's budget proposal is dedicated largely to reducing the size of existing K-14 payment deferrals. The budget also

**Figure 2**

### Budget-Balancing Actions Proposed by the Governor

*2011-12 and 2012-13 General Fund Benefit (In Millions)*

<b>Revenue Actions</b>	
Increase personal income and sales and use taxes through voter initiative	\$6,935
Make permanent the existing tax on Medi-Cal managed care plans	162
Implement changes to unclaimed property program	70
Implement other revenue actions (net)	19
Subtotal	(\$7,186)
<b>Increased Proposition 98 Costs Due to Proposed Tax Increases</b>	
	<b>-\$2,534</b>
<b>Expenditure Actions</b>	
Restructure and reduce CalWORKs and subsidized child care program costs	\$1,393
Defer payments to Medi-Cal providers and other related actions	682
Make various Proposition 98 adjustments	544
Use part of cap-and-trade program auction revenues to offset unspecified General Fund costs <sup>a</sup>	500
Change Cal Grant awards and eligibility requirements	302
Eliminate domestic and related services for certain In-Home Supportive Services recipients	164
Reduce Medi-Cal costs through program efficiencies and other changes	160
Defer payment on pre-2004 local mandate obligations <sup>b</sup>	100
Reduce Healthy Families Program managed care rates	64
Reduce various other program costs	49
Implement other fund shifts	28
Subtotal <sup>c</sup>	(\$3,987)
<b>Other Actions</b>	
Delay loan payments to special funds	\$631
Borrow from disability insurance fund to pay costs of federal unemployment insurance loans	417
Use weight fee revenues to offset General Fund costs	350
Suspend county share of child support collections on one-time basis	35
Subtotal	(\$1,432)
<b>Total</b>	<b>\$10,070</b>

<sup>a</sup> Although the administration's workload budget includes those funds, we characterize those funds as a budget-balancing proposal.

<sup>b</sup> Contrary to the Governor's approach, does not include as a solution \$729 million related to past-year costs of suspended mandates.

<sup>c</sup> The administration characterizes the Governor's proposed expenditure actions as totaling \$4.2 billion. Our estimate is \$229 million lower due to the differences described in footnotes a and b above.



includes proposals that would dramatically change how the state provides general purpose, categorical, and mandate funding to schools.

- **Significant Changes for CalWORKs and Child Care Funding.** The Governor proposes to reduce General Fund support for the CalWORKs program and subsidized child care, the state's primary sources of cash assistance and work support for low-income families, for total savings of about \$1.4 billion. The savings would be achieved primarily by reducing cash grants to a significant portion of current CalWORKs recipients, further limiting eligibility for subsidized child care and CalWORKs employment services, and reducing payments to child care providers.

**Borrowing From State Special Funds.** Typical of budgets in recent years, the administration proposes further delays to specified General Fund loan repayments to state special funds. Many special funds are fee-driven accounts eligible to be used for specific public programs. The budget plan assumes \$631 million of such loan repayment delays. Examples of these delays include deferrals of General Fund repayments to the Off-Highway Vehicle Trust Fund (\$90 million) and the Electronic Waste Recovery and Recycling Fund (\$80 million). The budget also proposes to borrow again from the disability insurance fund (\$417 million) to pay the state's interest costs to the federal government on its unemployment insurance loan.

## Trigger Cuts

### *Over \$5 Billion of Additional Cuts if Voters*

**Reject Tax Measure.** The Governor proposes \$5.4 billion of trigger cuts to take effect in January 2013 if voters reject his proposed tax measure this November. These trigger cut proposals are summarized in Figure 3. Proposition 98 funding for schools and community colleges would bear the brunt of such reductions: \$4.8 billion (90 percent) of the \$5.4 billion in total trigger cuts. University and judicial branch appropriations, among others, would see significant reductions in this scenario under the Governor's plan.

## Impact on Future Years

**Smaller Shortfalls Projected.** Using its estimates of workload revenues and expenditures, the administration estimates that the state currently faces a future annual budget shortfall of \$4.7 billion in 2013-14, \$2.9 billion in 2014-15, and \$1.9 billion in 2015-16—much reduced from the outyear budget shortfalls projected one year ago. Higher revenue collections and the results of last year's ongoing budgetary actions are responsible for this improvement in the state's fiscal health.

**Shortfalls Estimated to Be Eliminated.** The administration estimates that the Governor's

**Figure 3**

### **Proposed "Trigger" Reductions If Voters Reject Proposed Tax Initiative**

*2012-13 General Fund Benefit (In Millions)*

Proposition 98 funding for schools and community colleges	\$4,837
University of California	200
California State University	200
Judicial branch	125
CalFire	15
Department of Water Resources flood control programs	7
Department of Fish and Game	4
Department of Parks and Recreation	2
Department of Justice law enforcement programs	1
<b>Total</b>	<b>\$5,390</b>

2012-13 budget plan would continue last year's progress in returning the state budget to balance. Specifically, the administration's calculations indicate the Governor's plan would "eliminate future budget problems throughout the forecast period under current projections." (The administration's forecast period runs through 2015-16.)

***Reducing State Budgetary Obligations.*** In addition to providing funding for support of existing General Fund program commitments, the Governor proposes to use tax revenues over the next several years to pay down what the administration characterizes as a \$33 billion wall of debt. This consists of budgetary obligations such as deferred payments to schools and community colleges, the Economic Recovery Bonds that were used to refinance the state's early-2000s deficit, unpaid local government mandate reimbursements, and loans from state special funds. The *2012-13 Governor's Budget Summary* states the Governor's plan would "pay off" this \$33 billion by 2015-16.

## LAO COMMENTS

***Governor's Plan Would Continue State's Efforts to Restore Budgetary Balance.*** In 2011, the Legislature and the Governor took significant steps—through ongoing budgetary actions—to begin to restore California's state budget to balance. To finish this job, the Legislature still faces a very difficult task in 2012, as the Governor's proposal shows. The administration's major proposed budgetary actions this year are significant—multiyear income and sales tax increases coupled with significant reductions in social services and subsidized child care. As an alternative, if the voters choose not to approve the proposed tax increases, the Governor proposes much larger cuts, aimed largely at schools. If the state chooses either of the Governor's two paths, the state budget would be moved much closer to balance over the next several years.

***Revenue Estimates Are a Bigger Question Mark Than Usual.*** As we discuss later in this report, our revenue estimates for 2011-12, 2012-13, and subsequent years currently are lower than the administration's, and we estimate the revenue gain from the Governor's proposed tax initiative would also be significantly lower. The administration has made a good-faith effort in its revenue and economic forecasting despite the huge uncertainties involved in projecting the state's recovery from an unprecedented economic downturn. Nevertheless, our differences with the administration's estimates for high-income tax filers mean we now project billions of dollars less in state revenues. We will continue to review incoming revenue and economic data and update the Legislature during the next few months.

Already, California's budget is dependent on volatile income tax payments by the state's wealthiest individuals. The top 1 percent of PIT filers pay around 40 percent of state income taxes, the General Fund's dominant funding source. Because the Governor's budget proposal is centered on his idea for these wealthy tax filers to pay more, the state would become more dependent on this uncertain revenue source. For this reason, revenue estimates are an even bigger question mark than usual for the Legislature this year. As we have learned in past years, differing fortunes for upper-income taxpayers can quickly create or eliminate billions of dollars of projected state revenues. If our current revenue estimates are closer to the target than the administration's, the Legislature will have to pursue billions of dollars more in budget-balancing solutions.

***Restructuring Proposals in Education Merit Serious Consideration.*** The Governor's package also contains major restructuring of the K-12 finance system, community college categorical funding model, and education mandate system. In all three cases, the state's existing systems

are widely recognized as having longstanding, fundamental shortcomings. We think the Governor's restructuring proposals in all three areas would overcome most of these shortcomings and institute lasting improvements. As such, we recommend the Legislature adopt the Governor's basic restructuring approaches. The Legislature, however, might want to make some modifications to specific proposals. For example, the Legislature might want to change the amount of mandate block grant funding provided or the specific mix of mandated programs that are eliminated versus made discretionary.

***Now Not the Time for Major New Programs or Program Expansions.*** We agree with the Governor's assessment that now is not the time to initiate major new programs or authorizing program expansions. The Governor's plan contains associated proposals that together would help lower costs by \$300 million. Of greatest magnitude, we recommend the Legislature adopt the Governor's proposal not to initiate the transitional kindergarten program set to go into effect beginning in 2012-13. Not initiating this program yields \$224 million in associated revenue limit savings. We also recommend the Legislature adopt the Governor's proposals to halt the Cal Grant expansions that would otherwise come about through loosened transfer entitlement rules and cohort default rate limits beginning in 2012-13. These two proposals would result in state savings of more than \$70 million.

***Social Services and Child Care Proposals Have Merit, But Involve Trade-Offs.*** The Governor's budget proposes to reduce General Fund support for CalWORKs and subsidized child care—the state's primary sources of cash assistance and work support for California's low-income families—by a total of about \$1.4 billion. The Governor's proposal recognizes that, given current funding constraints, it is difficult to fully achieve existing goals of the CalWORKs program. Accordingly, his proposal

would focus reforms in the CalWORKs program on achieving the goal of emphasizing work.

Although we find the Governor's CalWORKs and child care proposals have some advantages, they also involve potential trade-offs. Most clearly, the reductions proposed by the Governor would have significant negative impacts on many of California's low-income families. Regarding CalWORKs, the Legislature may wish to consider whether reductions made to families most in need of support to achieve self-sufficiency would be too severe. Similarly, the Legislature may want to consider whether the Governor's proposal too severely restricts eligibility criteria and time lines for subsidized child care. More generally, the Legislature should consider whether focusing CalWORKs and subsidized child care primarily on supporting efforts of low-income families to obtain employment is consistent with its priorities or whether other objectives are also important. Focusing these programs on a different set of objectives and priorities than the Governor would not necessarily eliminate opportunities for budgetary savings; however, the potential for savings could be less and there could be trade-offs in other areas of the budget.

***Legislature Needs to Carefully Consider Any Trigger Framework.*** Though the Governor's tax initiative would improve the financial outlook of public education over the next several years, his trigger plan would create significant uncertainty for schools, community colleges, and universities in 2012-13. This uncertainty is likely to be particularly problematic for schools, with most schools feeling compelled to build their 2012-13 budgets assuming the trigger cuts are implemented (that is, assuming only the state revenue that they are assured of receiving). This means schools in 2012-13 out of necessity likely will be implementing most, if not all, of the reductions that many would be hoping to avoid. Given this is the case, the Legislature

needs to be very deliberate in structuring a trigger package. In particular, the Legislature should be careful in setting the size of the trigger reduction; determining the specific education reductions to impose; and designing tools to help schools, community colleges, and universities respond to

the triggers. The Legislature also needs to assess whether specific trigger plans are workable. One major consideration, for example, is how the state treats realignment sales tax revenues in calculating the Proposition 98 minimum guarantee.

## ECONOMICS AND REVENUES

### Economic Forecast

***Summer's Economic Slowdown Apparently Temporary.*** The administration's 2012 forecast reflects an economy that has rebounded from its generally disappointing performance this past summer. Economic weakness during the summer months was primarily due to the reaction of financial markets to the European debt crisis and congressional deadlock over the federal debt ceiling. Employment and other economic news improved during the fall and early winter months. We agree with the administration that a return of the U.S. economy to recession is unlikely now. The U.S. and California economies are poised to continue slow recoveries.

***Administration's Forecast for 2012.*** As shown in Figure 4 (see next page), the administration's new economic forecast is similar to, but slightly more pessimistic than, our November 2011 economic forecast. Both forecasts are based on the assumption that Congress extends the partial employee payroll tax holiday and emergency unemployment insurance benefits beyond their current expiration dates next month. Absent these extensions, economic performance in the immediate future probably would be weaker than shown in Figure 4.

***Modest Strengthening in 2013 Expected.*** The administration's economic forecast projects cautious, but steadily expanding, growth in 2013. More robust growth is being held back by lingering

foreclosure activity and continued price declines in the California housing market, as well as relatively weak growth in real incomes. The administration, however, expects the economy to begin expanding more rapidly in 2013, which is consistent with our recent forecast.

The administration observes that the California economy is being pulled along, in part, by healthy wage and salary growth in high-income labor markets—most notably the technology sector in the Silicon Valley and other areas of the state. Consumer spending also has picked up in California, as individuals and firms return to more normal consumption behavior fueled, in part, by pent-up demand. The Governor's forecast of taxable sales aligns closely with our November forecast. Although we do not project consumption to weaken, there is some risk to the administration's and our office's taxable sales forecasts because consumers and businesses are contending with low credit availability and weak, albeit improving, consumer confidence.

***Uncertainty About Federal Policies in 2012 and Beyond.*** A number of federal policy changes scheduled—or assumed—to take place in 2012 and 2013 could alter the trajectory of economic growth projected by the administration and our office. As noted above, the administration's forecast assumes Congress will extend the payroll tax holiday and unemployment benefits through 2012. In addition, various tax reductions enacted under the prior federal administration (and extended under the

current administration) are scheduled to expire at the end of 2012, and both of our economic forecasts now anticipate these tax cuts will be extended. Automatic congressional spending cuts, known as sequestration, also are set to occur in early 2013, and the President recently announced a broad proposal to shrink the size of the Army, the Marine Corps, and other parts of the U.S. military, which could ripple through the national economy. The U.S. Postal Service—a major governmental employer—also must implement large spending reductions in the coming years.

Most economic forecasts—including our own and the administration’s—assume that Congress and the executive branch agree to compromises in the coming months to mitigate some of the near-term negative economic effects of these changes. Failure of Congress and the President to agree to such policies could, therefore, negatively affect the economy during the next few years. Over the longer term, the federal government’s deep fiscal imbalances will require significant changes to federal programs and taxation that could affect large segments of both the U.S. and California economies.

***Economic and Fiscal Forecasting Especially Challenging Now.*** There is considerable uncertainty in the administration’s forecast—as well as our November 2011 forecast—regarding the short- and medium-term path for the economy. In addition to the difficulty in predicting federal policies, there is also significant uncertainty due to the nature of the historically deep recession from which California and the nation are recovering. There is limited precedent with which to make sound judgments about how the economy will proceed in the coming years. Particularly significant in the context of California budgetary forecasting is the difficulty in projecting the income prospects of high-income tax filers, who experienced a disproportionately large drop in income—relative to other groups of taxpayers—during the recession. These Californians are in the state’s top marginal income tax brackets and pay a very large share of state tax revenues. Largely because their income—dominated by sales of stocks, bond, and other assets—is volatile, state income tax collections are volatile too.

**Figure 4**

**Comparing the Administration’s Economic Projections With  
LAO’s November 2011 Forecast**

	2012		2013	
	LAO Forecast— November 2011	Governor’s Budget Forecast— January 2012	LAO Forecast— November 2011	Governor’s Budget Forecast— January 2012
<b>United States</b>				
Percent change in:				
Real gross domestic product	2.1%	1.7%	2.8%	2.5%
Wage and salary employment	1.0	0.9	1.7	1.4
<b>California</b>				
Percent change in:				
Personal income	4.1%	3.8%	4.5%	4.1%
Wage and salary employment	1.3	1.3	2.1	1.8
Housing permits (thousands)	61	52	77	80
Taxable sales (billions)	\$537	\$538	\$579	\$573

## Revenue Forecast

As shown in Figure 5, the administration's new revenue forecast projects that the General Fund will record \$88.6 billion of revenues in 2011-12 and \$95.4 billion in 2012-13, including revenue from the Governor's tax initiative proposal. The administration expects that the Governor's tax proposal, if approved by voters, would generate \$2.2 billion of revenues attributable to 2011-12 and \$4.7 billion in 2012-13. Most of those revenues result from the PIT part of the Governor's tax proposal.

**Administration Forecasts Higher Revenues Than Our Office Did in November.** Figure 6 compares the administration's *baseline* revenue forecast (that is, the current-law revenue forecast excluding revenue from the Governor's tax and other revenue proposals) with our November 2011 current-law forecast. For 2010-11, the administration's more up-to-date information on revenue accruals and transfers and loans shows that the General Fund received \$803 million less than we assumed in November. For 2011-12 and 2012-13, however, the administration forecasts significantly

higher baseline revenues than we did two months ago. In 2011-12, the administration's baseline forecast is higher than ours by \$1.5 billion, and in 2012-13, its forecast is higher than ours by \$3.2 billion. Over the three fiscal years combined, the administration forecasts \$3.9 billion more in baseline General Fund revenues than we did.

**Sizable PIT Forecasting Differences, Particularly for High-Income Taxpayers.** Of the \$3.9 billion difference in our baseline revenue

**Figure 5**

### Governor's Budget General Fund Revenue Forecast (Including Revenue Proposals)

(In Billions)

	2011-12	2012-13
Personal income tax	\$54,186	\$59,552
Sales and use tax	18,777	20,769
Corporation tax	9,479	9,342
Subtotals, "Big Three" Taxes	(\$82,442)	(\$89,663)
Other revenues	\$4,751	\$4,885
Net transfers and loans	1,413	841
<b>Total Revenues and Transfers</b>	<b>\$88,606</b>	<b>\$95,389</b>

**Figure 6**

### Administration's Baseline Revenue Forecasts Differ From LAO's<sup>a</sup>

General Fund (In Billions)

	2010-11		2011-12		2012-13	
	LAO November Forecast	Governor's Budget Forecast	LAO November Forecast	Governor's Budget Forecast	LAO November Forecast	Governor's Budget Forecast
Personal income tax <sup>b</sup>	\$49,779	\$49,491	\$50,812	\$51,937	\$53,134	\$56,025
Sales and use tax	26,983	26,983	18,531	18,777	19,980	19,595
Corporation tax	9,838	9,614	9,483	9,479	9,432	9,342
Subtotals, "Big Three" Taxes	(\$86,600)	(\$86,088)	(\$78,826)	(\$80,193)	(\$82,546)	(\$84,962)
Other revenues	\$5,795	\$5,913	\$4,486	\$4,730	\$4,540	\$4,788
Net transfers and loans	1,897	1,488	1,451	1,386	-1,048	-529
<b>Total Revenues and Transfers</b>	<b>\$94,292</b>	<b>\$93,489</b>	<b>\$84,764</b>	<b>\$86,309</b>	<b>\$86,038</b>	<b>\$89,221</b>
<b>Difference—Governor's Budget Minus LAO November Forecast</b>	<b>-\$803</b>		<b>\$1,545</b>		<b>\$3,183</b>	

<sup>a</sup> Baseline revenues are revenues excluding the effect of any proposed law or policy changes. For example, revenues that would result from the Governor's proposed November 2012 tax initiative are excluded from these figures.

<sup>b</sup> Differences in federal tax policy assumptions explain a portion of the administration's higher personal income tax estimates.

projections, \$3.7 billion can be attributed to our different PIT forecasts. In recent weeks, since the Department of Finance (DOF) announced its updated 2011-12 “trigger” forecast, we have devoted significant time to analyzing these differences. While our respective forecasting models differ—making it difficult to assess the reasons for all of our differences—it seems clear that our office’s forecasting models currently assume that high-income tax filers will receive significantly less income than that assumed in DOF’s models. Our differences seem particularly significant beginning in tax year 2012, which affects General Fund PIT revenue forecasts for both 2011-12 and 2012-13. It appears that our differences most likely include those in various categories of income for wealthier filers, including wages and salaries, business-related income, retirement income, and the exceptionally volatile income category of capital gains.

**Concerns About the Administration’s Capital Gains Forecast.** In its new forecast, DOF projects capital gains realized by California tax filers to rise to \$96 billion in 2012. By contrast, our office’s November forecast assumed \$62 billion of 2012 capital gains. This \$34 billion difference accounts for about \$3 billion of our organizations’ differing PIT baseline forecasts in 2011-12 and 2012-13 combined. A part of this \$3 billion revenue difference results from our differing assumptions concerning federal tax policy. In contrast to our forecast, DOF’s revenue

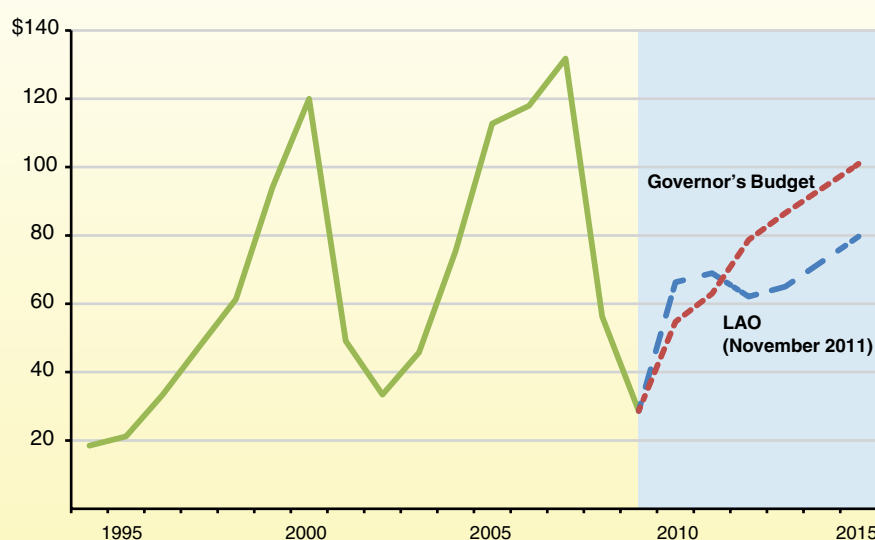
forecast assumes that the 2001 cuts in federal tax rates will be allowed to expire as scheduled at the end of 2012. This expiration then is assumed to cause investors to accelerate realization of capital gains that they otherwise would take in 2013, thereby “shifting” a portion of capital gains income forward from 2013 to 2012. In this forecast, for the first time, DOF also has shifted an additional part of 2013 capital gains to 2012 based on assumed investor behavior to shield income from higher Medicare taxes scheduled to take effect next year. These various shifts tend to reduce projected state revenues for 2013-14 and increase them in earlier years.

We are concerned that the administration’s current method of forecasting high-income filers’ income—especially capital gains—tends to overestimate state revenue growth from the PIT over the next few years, including revenue growth that would result from the Governor’s tax initiative. Figure 7 shows historical net capital gains

**Figure 7**

### Administration Forecasts Much Higher Capital Gains

*Net Capital Gains (In Billions)*



Note: Figures are adjusted to eliminate assumed accelerations of capital gains realizations due to changes in federal tax policy. The figures are not adjusted for inflation.



of California resident tax filers, as well as both our office's November 2011 estimates and DOF's current estimates. In this figure, we have adjusted both sets of estimates to eliminate the federal tax-related shifts described above in order to show our underlying forecasting differences. With these adjustments, DOF forecasts roughly \$20 billion more of capital gains than our office in each year beginning in 2012. This results in DOF forecasting roughly \$2 billion more in annual baseline revenues than we do going forward. Over time, DOF assumes capital gains begin to approach levels only experienced during previous stock market and real estate "bubbles." We advise the Legislature to regard these estimates with some caution.

As we discussed in our November report, *California's Fiscal Outlook*, Franchise Tax Board (FTB) data on the state income tax base lags by one to two years, such that preliminary data on 2010 income tax returns only recently has emerged. Since publication of our report, FTB preliminary data for 2010 suggests that our November 2011 forecast of capital gains for that tax year was too high. This, in turn, may have resulted in our forecast of capital gains for subsequent years being somewhat too high. We expect to adjust for these differences—as well as other differences that may offset the downwardly revised capital gains estimates—in our next revenue forecast (slated for release in late February).

Forecasting capital gains and other income of wealthier Californians is extremely difficult. These forecasts can change rapidly during the course of any given year due to abrupt changes in asset markets and the overall economy, which, as we have seen in recent years, are not all that rare. Yet, both DOF and our office utilize similar assumptions for future stock market and home price growth in our models, and our office has found that movements in these asset prices, combined with simple time trends, have explained more than 80 percent of the

annual variation in the major categories of capital gains over the last two decades. We will continue to examine economic and tax collection data in the coming months to try to reconcile our forecasting differences with DOF.

***December 2011 Income Taxes Lagged Estimates.*** Using data from FTB and the Employment Development Department (EDD), which administers PIT withholding, our office and DOF track PIT and corporation tax (CT) agency cash receipts daily. December and January are significant months for collections of PIT estimated payments, which are paid largely by high-income filers. December 2011 was a disappointing month for PIT collections (as well as CT collections). Preliminary FTB data show that estimated PIT payments and PIT withholding lagged prior-year collections for the same month. They also lagged the amount of expected revenues for December 2011 assumed in DOF's June 2011 budget forecast of monthly receipts. (The DOF's new revenue forecast has the effect of *increasing* the average projected PIT and CT receipts for the rest of 2011-12 above the levels in the June 2011 forecast. This makes it all the more notable that December PIT and CT revenues were over \$900 million *lower* than the June forecast.)

It is too early to make definitive judgments about what these most recent PIT collection trends mean. In particular, receipts over the next two weeks will be an important early indication as to whether our office's or DOF's high-income taxpayer forecast is closer to target. Additional data will emerge in the coming months, particularly during the all-important revenue collection month of April. Negative trends like those we have seen recently can reverse themselves quickly.

***The Facebook Effect.*** Facebook Inc., a privately held company headquartered in Palo Alto, may proceed with an initial public offering (IPO) of its stock in 2012. Facebook reportedly is considering



issuing \$10 billion of stock in an IPO that would value the company at over \$100 billion. Other companies also are considering IPOs in the coming years.

In the coming months, the state's revenue forecasts will need to be adjusted somewhat to account for the possibility of hundreds of millions of dollars of additional revenues related to the Facebook IPO. These revenues could affect the budgetary outlook beginning in 2012-13. We caution that it will be impossible to forecast IPO-related state revenues with any precision, and it is likely that little information about the state revenue gain from the Facebook IPO will be available before investors file tax returns in April 2013. (Even then, due to the confidentiality of individual taxpayer information, we are unlikely to know precisely how much state revenues increased due to Facebook's IPO.)

In considering the size of the Facebook IPO effect in the coming months, revenue forecasters will have a difficult task. Our office's income models are based on historical trends and, therefore, already assume that some level of IPO activity occurs for California companies each year. Moreover, in our recent forecasts, our office has deliberately built in "extra" capital gains (above those generated by our model) in 2010, 2011, and 2012 to try to account for a variety of factors, including the surprisingly strong PIT receipts in some recent months. Finally, Facebook-related capital gains likely will prove to be a relatively small percentage of California's overall capital gains in 2012. If the stock market as a whole has an unusually strong or weak year, that fact could change forecasted capital gains up or down by much more than the positive Facebook effect.

## Revenue Proposals

**Governor's Tax Initiative Proposal.** The Governor's 2012-13 budget plan assumes passage of

his initiative proposal for temporary PIT and SUT increases. Specifically, the Governor proposes to increase PIT rates for upper-income Californians for five years (2012 through 2016) and a 0.5 percent increase in the statewide SUT for four years (2013 through 2016). The administration forecasts that this measure would generate \$6.9 billion that would be available for the Legislature's consideration during the 2012-13 budget process—\$2.2 billion in 2011-12 revenues and \$4.7 billion of 2012-13 revenues. All of the 2011-12 revenue and \$3.5 billion of the 2012-13 revenue would result from the higher PIT rates.

As we discussed in our recent analysis of the Governor's initiative proposal, our current estimates of the revenue impact of his initiative proposal are lower than the administration's. Currently, we forecast that the proposal would generate \$4.8 billion for the 2012-13 budget process, or \$2.1 billion less than the administration's estimate. Our estimates of the initiative's revenue increases in later years also are lower than the administration's. The reasons for our lower estimates are essentially the same as the reasons for our differences in baseline revenues described above.

Both our office and the administration agree that the initiative revenues will likely prove to be volatile, given that a large portion of them will relate to upper-income tax filers' capital gains and other nonwage income.

**Accrual Proposal.** The administration proposes that the budget include a control section authorizing a new method of accruing revenues for tax policy changes enacted in 2012. This proposed change, similar to the administration's rejected accrual change proposal from last year, would apply to the Governor's tax initiative proposals but not other tax revenues.

We discussed last year's proposal in our January 2011 publication, *The 2011-12 Budget: The Administration's Revenue Accrual Approach*. Similar to what we described in that report,

the accrual of a portion of the initiative tax revenues to 2011-12 would tend to decrease the state's 2012-13 Proposition 98 minimum school funding guarantee. While we find some merit in the administration's proposed accrual approach, we continue to have concerns that it is not being applied uniformly across all revenues. We recommend that the Legislature pass a law requiring DOF to develop and regularly update a clear, transparent summary of the state's accrual methodologies, and we recommend that the state move toward consistent application of accepted accrual techniques across all tax revenues and spending.

### **Tax Administration**

***Proposed Department of Revenue.*** The 2012-13 Governor's Budget Summary mentions that the Governor will propose merging FTB and the tax administration components of EDD into a new Department of Revenue (DOR). Based on the potential benefits for the state and taxpayers from

having a single tax administration entity, our office has long advocated some sort of tax agency merger. In our view, a successful merger would require detailed preparatory work by the tax agencies involved and a significant amount of time to implement merger-related efficiencies gradually.

In addition to merging FTB and the tax administration sections of EDD, we urge the Legislature to consider merging the bulk of the State Board of Equalization's (BOE) tax administration efforts into the proposed DOR. The State Constitution mandates that certain limited tax administration functions remain with the elected BOE, but legislative action could allow most of BOE's functions to be transferred to the proposed DOR. We believe that long-term efficiencies are possible from a carefully planned merger of this type. In addition, taxpayers could benefit from having one, coordinated tax agency with which to interact. Other departments with revenue collection functions also could be considered for inclusion in DOR in the future.

## **PROPOSITION 98**

Proposition 98 funds K-12 education, the California Community Colleges (CCC), preschool, and various other state education programs. The Governor's budget increases total Proposition 98 funding by \$4.9 billion, or 10 percent between the current year and the budget year. As shown in Figure 8 (see next page), the year-over-year increases in Proposition 98 General Fund for schools and community colleges are larger—15 percent and 14 percent, respectively, with local property tax revenues estimated to be virtually flat. The funding levels reflected in Figure 8 assume voters approve the Governor's November 2012 ballot measure to raise sales and income tax rates temporarily, with a portion of the associated revenue increase benefiting K-14 education.

***Makes Various Adjustments to Minimum Guarantee.*** For 2012-13, the Governor funds at the minimum guarantee (\$52.5 billion) assuming approval of his tax measure (which accounts for more than \$2 billion of the increase in the guarantee). To arrive at this guarantee, the Governor adjusts or "rebenches" the guarantee in three notable ways. Of greatest magnitude, the Governor permanently rebenches the minimum guarantee to account for a shift in property tax revenues (of approximately \$1 billion annually) from redevelopment agencies to school districts and community colleges. By rebenching the guarantee for this shift, the state achieves associated General Fund savings. In addition, the Governor proposes to eliminate existing provisions that require the

state to rebench for the “gas tax swap” adopted by the Legislature in 2011. The gas tax swap eliminated the sales tax on gasoline (previously included in the Proposition 98 calculation) and replaced it with an increase in the excise tax on gasoline (excluded from the Proposition 98 calculation). With the rebenching, the minimum guarantee was unaffected by the gas tax swap. Without the rebenching, the minimum guarantee drops by \$544 million. Thirdly, the Governor proposes to recalculate last year’s rebenchings using the “1986-87 methodology.” This change (which applies to child care, student mental health, and redevelopment revenues) increases the 2012-13 guarantee by \$217 million.

***Makes Two Additional Adjustments to Minimum Guarantee Under Back-Up Plan.*** If the Governor’s tax measure is not adopted, the Governor has a back-up plan that contains \$4.8 billion in spending reductions to schools and community colleges, including \$2.4 billion in programmatic reductions. These programmatic reductions are linked with the Governor’s proposal to include K-14 general obligation bond debt-service payments

within the Proposition 98 minimum guarantee. To account for this shift, the Governor proposes a rebenching of the minimum guarantee, resulting in an increase of \$200 million. Since the cost of debt-service payments (\$2.6 billion) far exceeds the increase in the minimum guarantee from the rebenching, the Governor proposes \$2.4 billion in programmatic Proposition 98 reductions to maintain spending at the guarantee. His estimate of the guarantee also excludes the realignment-related sales tax revenue. How the state should treat these revenues is currently being litigated.

### Major Proposals

As shown in Figure 9, the year-to-year funding increase under the Governor’s basic plan would be dedicated primarily to backfilling one-time solutions from last year, covering a slight increase in the K-12 student population (estimated to be 0.35 percent) for a few select K-12 programs, and paying down existing K-14 deferrals. The plan provides no cost-of-living adjustment for any K-14 education program. (Providing the projected 3.17 percent COLA for K-14 programs would cost

**Figure 8**

### **Proposition 98 Funding**

*(Dollars in Millions)*

	2011-12 Revised	2012-13 Proposed	Change From 2011-12	
			Amount	Percent
<b>K-12 Education</b>				
General Fund	\$29,329	\$33,755	\$4,426	15%
Local property tax revenue	12,891	12,908	17	—
Subtotals	(\$42,220)	(\$46,663)	(\$4,443)	(11%)
<b>California Community Colleges</b>				
General Fund	\$3,217	\$3,683	\$465	14%
Local property tax revenue	2,107	2,101	-6	—
Subtotals	(\$5,324)	(\$5,784)	(\$459)	(9%)
<b>Other Agencies</b>	\$83	\$80	-\$2	-3%
<b>Totals, Proposition 98</b>	<b>\$47,627</b>	<b>\$52,527</b>	<b>\$4,900</b>	<b>10%</b>
General Fund	\$32,629	\$37,518	\$4,889	15%
Local property tax revenue	14,998	15,009	11	—

\$1.8 billion.) It also provides no enrollment growth funding for CCC. Moreover, it contains essentially no programmatic augmentations while containing a few notable programmatic reductions. The Governor's plan also contains a set of proposals to restructure the state's K-12 and CCC funding models. Below, we highlight the Governor's major Proposition 98 spending proposals as well as his major restructuring proposals. (The Governor also proposes significant reductions for the California Department of Education [CDE]-administered child care programs, described in the next section of this report.)

***Dedicates Funding Increase to Paying Down Deferrals.*** The largest component of the Governor's plan is to pay down \$2.4 billion in existing K-14 deferrals (\$2.2 billion for school districts and \$218 million for CCC apportionments). This funding would reduce the need for school districts and community colleges to borrow to support operations while awaiting the state's late payments. From both a state and a local perspective, paying down deferrals helps to realign funding with expenses. The proposal would reduce the state's outstanding deferrals from \$10.4 billion to \$8 billion. Because this funding would not be intended to increase programmatic activities, K-12 per-pupil programmatic funding under the Governor's basic plan is roughly flat year over year.

***Suspends K-12 Categorical Program Requirements, Phases***

***In Weighted Student Formula Over Five Years.***

To assist with local budget constraints, the state has temporarily suspended requirements for about 40 categorical programs. The Governor proposes to suspend requirements for up to ten additional programs—essentially phasing out most existing categorical programs beginning in 2012-13. (A few categorical programs—including special education, child nutrition, and the After School Education and Safety program—would remain.) In lieu of the current revenue limit and categorical program model, the Governor proposes that all districts and charter schools receive an equal base per-pupil amount, plus additional general purpose funding intended to serve their disadvantaged students. Specifically, for every dollar districts/charter schools receive for a student, they would get an additional 37 cents if the student were poor and/or an English Learner. Districts/charter schools with large proportions of these disadvantaged student populations also would receive supplemental

**Figure 9**

**2012-13 Proposition 98 Spending Changes**

(In Millions)

**Technical**

Backfill one-time actions	\$2,440
Make revenue limit technical adjustments	162
Fund revenue limit growth	158
Backfill Proposition 63 mental health funding	99
Backfill CCC fee revenue decline	97
Make other technical adjustments	-182
Subtotal	(\$2,775)

**Policy**

Pay down K-12 deferrals	\$2,151
Pay down CCC deferrals	218
Create K-12 mandate block grant	98
Create CCC mandate block grant	12
Do not initiate Transitional Kindergarten program	-224
Reduce preschool funding	-58
Swap one-time funds	-57
Eliminate Early Mental Health Initiative	-15
Subtotal	(\$2,125)

**Total**

**\$4,900**

“concentration” funding. Perhaps as soon as 2013-14, the administration plans to add a performance component to the weighted student formula, which would provide fiscal incentives for districts to improve or sustain high academic performance. Districts would have local discretion as to how to spend weighted student formula funding. The Governor proposes to transition to the new formula over a five year period, with implementation beginning in 2012-13.

***Proposes More Flexibility for CCC Categorical Programs.*** Under current law, 11 of community colleges’ 21 categorical programs are included in a “flex item.” Through 2014-15, districts are permitted to transfer funds from categorical programs in the flex item to any other categorical purpose. As part of his emphasis on flexibility, the Governor adds seven currently protected categorical programs to the flex item. Under the Governor’s proposal, funding for the remaining three CCC categorical programs (Disabled Students Program, Foster Care Education Program, and Telecommunications and Technology Services) would remain restricted.

***Replaces Existing K-14 Mandate System With New Block Grant.*** The Governor proposes a number of K-14 mandate-related changes. Under the Governor’s package of changes, the existing mandate system essentially would be replaced with a discretionary block grant.

- ***Eliminates More Than Half of Existing Mandates.*** The Governor proposes to eliminate 31 of 57 existing education mandates. The mandates proposed for elimination include two of the costliest mandates—one relating to high school science graduation requirements and one relating to behavioral intervention plans for special education students.

- ***Suspends Remaining Mandates.*** The remaining 26 education mandates would be suspended. (Though suspended, school districts and community colleges still would need to undertake these activities if they wanted to access the block grant funding described below.)
- ***Creates Block Grant.*** The Governor proposes to create a new, discretionary “mandate block grant.” His budget provides \$200 million (\$178 million for school districts, \$22 million for community colleges) for the block grant. School districts and community colleges that choose to receive block grant funding would receive a per-student allocation. As a condition of receiving block grant funding, recipients would be required to complete the 26 sets of activities still deemed to be high priorities. The administration indicates it will establish some auditing and/or compliance monitoring process to ensure grant recipients undertake the required activities.

***Does Not Initiate Transitional Kindergarten Program.*** In response to concerns that California was encouraging children to start attending school before they were developmentally ready, the Legislature recently passed legislation prohibiting children under five years of age from enrolling in kindergarten (unless a parental waiver was obtained). The change is phased in, moving the birthday cutoff back from December 1 to September 1, by one month at a time over three years, beginning with the shift to November 1 in 2012-13. This change reduces the kindergarten population by about 125,000 students and yields estimated revenue limit savings of \$224 million in

2012-13. The Legislature, however, redirected these savings to fund a new Transitional Kindergarten program, which is to offer an additional year of public school to the children who will just miss the new kindergarten cutoff. This program also is phased in over three years, beginning 2012-13 for those children turning age five between November 1 and December 1. By proposing not to initiate this new program, the Governor achieves \$224 million in 2012-13 savings, growing to roughly \$675 million in annual savings (by 2014-15, when the program otherwise would have been fully implemented).

***Includes 2012-13 Midyear Trigger Reductions.***

The Governor's back-up plan includes \$4.8 billion in trigger reductions if his ballot measure is rejected by voters. The Governor proposes to implement these reductions by rescinding the \$2.4 billion K-14 deferral pay-down and reducing general purpose funding for schools and community colleges by \$2.4 billion. Paying down existing deferrals is intended to have no associated programmatic effect but the reduction in general purpose funding would reflect a base cut. Under this scenario, K-12 per-pupil programmatic funding would decline 6 percent from the current-year level.

**Several Components Merit Serious Consideration**

The Governor's plan addresses several of the longstanding, fundamental, widely recognized problems with the state's K-12 and community college funding systems. Though the Legislature might find ways to improve upon the Governor's specific restructuring plans, we recommend the Legislature adopt the Governor's basic restructuring approaches (regardless of the state's revenue situation). In this fiscal climate, particularly with so many existing outstanding

Proposition 98 obligations, we also recommend the Legislature adopt the Governor's proposal to avoid initiating a major new program beginning in 2012-13. We discuss these particular aspects of the Governor's plan in more detail below.

***More K-12 Categorical Flexibility, New Funding Model Moving in Right Direction.*** Most experts and advocates at both the state and local levels agree that the state's current school funding system is overly complex, inequitable, inefficient, and highly centralized. Consequently, the Governor's proposal to simplify and streamline the existing methods for allocating funding deserves both credit and serious consideration. We believe several components of the proposal are particularly sound, including immediate increases in categorical flexibility, a moderate phase-in period for the new formula, and additional funding "weights" for disadvantaged students. The Legislature could use this basic structure but make some modifications to ensure its important policy priorities are preserved. For example, the state could maintain some general requirements to ensure additional funds actually are spent on disadvantaged students. Alternatively, rather than one general purpose weighted formula, the Legislature could consolidate all K-12 funding into a few thematic block grants.

***Proposal to Expand CCC Categorical Program Flexibility Has Promise, But More Detail Is Needed.*** The Governor's plan to expand the number of categorical programs in the CCC flex item also appears to be consistent with recommendations we have made in the past. By placing additional programs in the flex item, districts likely would have more freedom to decide for themselves how best to allocate funds to targeted purposes. This could help districts operate their services more efficiently and effectively, such as by consolidating various separately administered student counseling

programs into one comprehensive program. The Governor's full proposal, however, is not yet clear. Specifically, the administration has indicated that it intends to introduce provisional language that will attach certain conditions to how districts spend such funds. The Legislature will need to have this language before deciding on the merits of the Governor's proposal.

***Mandate Approach Has Several Strong Points.***

As with the state's existing K-12 categorical funding system, the state's existing K-14 mandate system also is widely recognized as having fundamental problems. A broadly representative mandate work group that the Legislature asked our office to convene last year identified nine serious flaws with the state's existing system, including significant administrative burden for districts, wide variation in reimbursement rates for completing the same sets of activities, reimbursement regardless of outcomes, and very high disallowance rates of audited claims. The Governor's restructuring approach addresses many of these problems. It provides upfront, standardized per-student funding for all districts using a relatively simple allocation process that does not involve extensive paperwork. Also, by first eliminating all nonessential activities, the state is able to reduce associated costs, thereby freeing up resources that can be used to fund districts that do not participate in the existing process (one of the main factors that drives up the cost of most restructuring proposals). Though the Legislature might want to make some changes to the Governor's proposal (for example, eliminating/suspending a different set of mandates and/or adjusting the amount of block grant funding provided), we recommend the Legislature adopt the Governor's restructuring approach.

***Adopt Kindergarten Proposal, Prioritize Access to Preschool for Low-Income Children.*** Given the major funding and programmatic

reductions districts have experienced in recent years—and the potential for additional reductions if the November election does not result in new state revenue—we agree with the Governor's assessment that now is not the time to initiate major new programs. As such, we recommend the Legislature adopt the proposal to not initiate the Transitional Kindergarten program, for the associated revenue limit savings of \$224 million. The Legislature could consider prioritizing state preschool slots for low-income children specifically affected by the change in kindergarten start date. Moreover, in the context of this change—and the significant reductions proposed for the state's child care programs—the Legislature may want to modify or reject the Governor's proposed \$58 million cut to the state preschool program.

**Concerns With Governor's Overarching Proposition 98 Approach**

The Governor's Proposition 98 proposal builds one budget plan that is based upon revenues that would not materialize until midyear and then has a relatively severe back-up plan in case the revenues ultimately do not materialize. Such an approach generates significant uncertainty for school districts, as discussed below.

***Governor Proposes Relatively Severe Back-Up Plan for Schools.*** Given his back-up plan would cut schools and community colleges by \$4.8 billion (including \$2.4 billion in programmatic reductions), schools and community colleges would bear most of the midyear trigger reductions. Schools have difficulty, however, in downsizing operations midyear given students already have been assigned to classes, teachers are working on year-long contracts, and the number of instructional days already has been decided.

***Most Districts Likely to Build 2012-13 Budgets Based Upon Governor's Back-Up Plan.*** Because

the Governor's basic plan relies on revenues that have not yet materialized and ultimately might not materialize, and because large midyear reductions are so disruptive, most districts likely would feel compelled to adopt budgets assuming the Governor's back-up plan. Under this scenario, districts would adopt 2012-13 budgets that already contain \$2.4 billion in programmatic reductions statewide. That is, they already would make the reductions some would be hoping to avoid. If revenues ultimately did materialize, these districts likely would restore reserve levels immediately but not make major programmatic adjustments until the following school year (2013-14). While districts could make relatively minor programmatic adjustments midyear (such as hiring additional instructional aides), more significant programmatic changes (such as reducing class size and hiring additional teachers) likely would not be undertaken. This is because even these enhancements can be disruptive if implemented midyear, resulting in the shuffling of students among classes and corresponding changes in students' teachers.

***Districts That Budget More Optimistically Could Face Very Difficult Midyear Situations.*** By contrast, districts that feel compelled to be more optimistic and build their budgets assuming the tax measure is adopted could face very difficult midyear fiscal situations. Under this scenario, districts would have few options for making \$2.4 billion in programmatic reductions midyear. Given current statutory restrictions, districts cannot lay off teachers midyear. They also typically negotiate changes in the length of the work year with affected unions, with districts needing to follow certain typically lengthy legal procedures if they wish to declare impasse and impose changes to the teacher contract. Moreover, districts with reserve levels at the state-allowed minimums would not have sufficient reserves to cover a reduction as large as the one proposed under the Governor's

back-up plan. As a result of all these factors, some of these districts could run out of cash the last part of the school year, be unable to make payroll, and require an emergency state loan (for which the district pays all associated costs and loses local control for a period up to 20 years). Though the administration indicates it is willing to work with districts to ameliorate some of these issues, reaching agreement is likely to be difficult and most of the modifications likely to be considered (such as a new layoff window after the election) still would be disruptive.

***Consider Unintended Consequences of Trigger Approach.*** Though the 2012-13 budget situation under the Governor's plan is awkward for school districts, his plan would improve notably the outlook for schools over the subsequent four years. Nonetheless, the Governor's trigger approach has significant consequences for school districts in 2012-13. As detailed above, for 2012-13, most school districts will feel compelled to make the programmatic reductions imposed by the triggers. Given this is the case, the Legislature needs to be very deliberate in structuring a trigger package, as it in essence would determine the size and quality of California's 2012-13 K-14 education program. The Legislature should be especially careful in setting the size of the trigger reduction, determining the specific K-14 reductions to impose, and designing tools to help districts respond given all the constraints they face in making midyear adjustments. Alternatively, given the potentially unintended consequences of the trigger as well as the major disruptions caused by midyear reductions, the Legislature could consider building a budget without midyear cuts. In this case, the Legislature could focus on a funding level it could afford despite the revenue uncertainties and then use any ballot-measure revenue as one-time investments in 2012-13 to pay down existing Proposition 98 obligations.



## HEALTH AND HUMAN SERVICES

### CALWORKS AND SUBSIDIZED CHILD CARE

The Governor's budget proposes to reduce General Fund support for CalWORKs and subsidized child care—the state's primary sources of cash assistance and work support for California's low-income families—by a total of about \$1.4 billion. These savings would be achieved primarily by: (1) reducing cash grants received by a significant portion of current CalWORKs recipients, (2) further limiting eligibility for subsidized child care and CalWORKs employment services, and (3) reducing the maximum amount the state pays child care providers. To manage these significant reductions, the Governor proposes to prioritize funding in these programs on efforts to increase work participation and support for families that are most likely to achieve self-sufficiency through employment.

#### Major Proposals

##### *Restructuring the CalWORKs Program.*

Currently, the CalWORKs program provides 48 months of cash assistance, employment services, and child care to support efforts of low-income families to achieve self-sufficiency through a variety of welfare-to-work activities (such as employment, education, training, and other activities to remove barriers to work). In addition, the current program provides non-time-limited cash assistance—on behalf of children—to families not participating in welfare-to-work activities. In 2011-12, a combined total of \$5.4 billion in federal, state, and local funds support these activities.

Under the Governor's proposal, the current CalWORKs program would be replaced by a three-part system, consisting of two CalWORKs subprograms—CalWORKs Basic and CalWORKs Plus—and a new Child Maintenance program.

The CalWORKs Basic program would effectively continue the current CalWORKs program, including current cash assistance levels and employment services, for eligible adults for up to 24 months. After 24 months in CalWORKs Basic, families working a sufficient amount of hours (30 hours for single-parent families, 35 hours for two-parent families, and 20 hours for single-parent families with a child under the age of six) in unsubsidized employment would be eligible for an additional 24 months (48 months total) of cash assistance, employment services, and child care through the CalWORKs Plus program. Families who fail to meet these work participation requirements—for various reasons—would be transferred to the Child Maintenance program. In addition, all families with parents who are not work-eligible (such as those with undocumented immigrant parents) would be placed in the new Child Maintenance program rather than the CalWORKs program. Families in the Child Maintenance program would receive reduced cash assistance (27 percent below current CalWORKs levels) and no employment services or child care. Participation in the Child Maintenance program would not be time limited. Time limits in both the CalWORKs Basic (24 months) and the CalWORKs Plus (an additional 24 months) would be applied retroactively to all CalWORKs recipients, including those exempted from work participation requirements or in sanction status.

Although these three programs would continue to serve the same population as the current CalWORKs program, a majority of current recipients would face a reduced cash grant and all recipients would face more restrictive limitation on receipt of employment services and child care. Altogether, the Governor's proposed restructuring would reduce General Fund expenditures for

CalWORKs by an estimated \$942 million. The Governor's budget also proposes to transfer \$736 million in federal Temporary Assistance for Needy Families (TANF) block grant funds (the primary source of federal funding for the CalWORKs program), made available by the CalWORKs restructure, to the Student Aid Commission to fund Cal Grants. This transfer is necessary to fully realize the General Fund savings from the reduced CalWORKs expenditures described above, while continuing to satisfy requirements for state maintenance-of-effort in programs which fulfill the goals of the TANF program.

***Tightening Work Participation Requirements.***

The Governor's proposal would narrow the scope of work activities which allow a family to meet its CalWORKs work participation requirement. The first way the proposal would do this is by limiting countable activities to a more restrictive list of federal requirements. More specifically, the Governor's proposal would eliminate the opportunity for CalWORKs recipients to pursue higher education beyond 12 months of vocational training or receive mental health or substance abuse treatment as part of welfare-to-work activities. Additionally, the proposal would allow recipients to participate only in *unsubsidized* employment (as opposed to subsidized employment or education) after 24 months of cash assistance. This narrowed employment eligibility definition would also apply to all subsidized child care programs, limiting eligibility for subsidized child care to those families who meet the work requirements described above for the CalWORKs Plus program.

***Reducing Funding for Subsidized Child Care.***

The 2011-12 budget provides about \$1.6 billion in state and federal funds to CDE to administer subsidized child care programs. These include specific programs targeted at three populations:

(1) current CalWORKs recipients, (2) former CalWORKs recipients, and (3) other low-income working families not receiving CalWORKs cash assistance. The Governor proposes to reduce funding for these programs by roughly \$450 million, or almost 30 percent. The bulk of this reduction (about \$300 million) results from limiting eligibility for receiving child care services to families that meet the work participation requirements described above. Additionally, the proposal would reduce the maximum amount the state pays child care providers (saving about \$80 million) and reduce family income eligibility thresholds from 70 percent of state median income (SMI) to 200 percent of the federal poverty level, which equates to 62 percent of SMI (saving about \$45 million). These policy changes would also apply to and result in some savings for the CalWORKs Stage 1 child care program, reflected in the CalWORKs budget item. The administration estimates that its package of child care-related reductions would eliminate about 62,000 slots from a current total of about 293,000 slots.

***Restructuring the State's Subsidized Child Care System.*** Additionally, the Governor's proposal would begin consolidating funding and administration for several child care programs in 2012-13 with a goal of shifting administration from CDE and local contractors to the Department of Social Services and county welfare departments in 2013-14. This consolidation means that there would no longer be a dedicated funding stream for low-income working families that have never received CalWORKs cash assistance. Depending on local priorities and funding availability, county welfare departments could choose to continue offering services to these families. By eliminating subsidized child care for all families who are not working sufficient hours in unsubsidized employment, as well as ultimately transferring the responsibility for the state's subsidized child care

system to DSS and county welfare departments, the Governor's proposal would focus the intent of these programs on supporting low-income families' ability to find and retain unsubsidized employment.

## LAO Comments

### *Governor's Proposal Has Some Strengths.*

Currently, the CalWORKs program is focused on two primary goals: (1) supporting the efforts of low-income families to find work and become self-sufficient and (2) ensuring a basic level of subsistence for all families in the state. In an environment of limited resources, these goals often compete with one another for funding support. The Governor's proposal recognizes that, given current funding constraints, it is difficult to fully achieve both goals of the CalWORKs program. Accordingly, the proposal would focus reforms in the CalWORKs program on achieving the goal of emphasizing work.

In general, we find that the reforms proposed by the Governor are consistent with his stated priorities for the program. Evaluating the merit of supporting work over providing subsistence is largely a matter of legislative priorities; however, this approach does have budgetary advantages. First, by targeting resources to a specific, smaller portion of low-income families, the Governor is more likely to achieve his objective with limited resources. Second, the Governor's focus on work would improve the state's ability to meet overall program work participation requirements established by the TANF program—which the state is currently failing to do. Failing to meet these requirements could result in significant federal sanctions and reductions to the state's federal TANF block grant. We similarly find that the Governor's attempt to consolidate, streamline, and prioritize the state's overly complicated child care

delivery system has some merit. Specifically, the proposal would replace multiple state programs—and multiple reimbursement rates, contract administrators, and eligibility criteria—with one uniform approach.

***Potential Trade-Offs of the Governor's Proposal.*** Although we find the Governor's proposal has some advantages, it also has potential drawbacks. Most clearly, the reductions proposed by the Governor would have significant negative impacts on many of California's low-income families. Regarding CalWORKs, the Legislature may wish to consider whether reductions made to families most in need of support to achieve self-sufficiency would be too severe. Similarly, the Legislature may want to consider whether the Governor's proposal too significantly restricts eligibility criteria and time lines for subsidized child care. More generally, the Legislature should consider whether focusing CalWORKs and subsidized child care primarily on supporting efforts of low-income families to obtain employment is consistent with its priorities or whether other objectives are also important. Focusing these programs on a different set of objectives and priorities than the Governor would not necessarily eliminate opportunities for budgetary savings; however, the potential for savings could be less.

The direction in which the Legislature elects to focus these programs will likely dictate specific reforms and help to determine such matters as which state and local entities would be best positioned to administer a streamlined child care system. We therefore encourage the Legislature, before evaluating or taking action on any specific reform proposals, to carefully consider its primary goals for these programs, with recognition that pursuit of specific goals likely involves trade-offs.

## MEDI-CAL

### Governor's Dual Eligibles Proposal

The Governor's budget proposes to shift certain Medi-Cal beneficiaries who are also eligible for Medicare, known as "dual eligibles," from fee-for-service to managed care plans. (Under managed care, a health plan is responsible for providing certain medical services to enrollees who prepay a fixed amount.) Dual eligibles tend to be low-income senior and persons with disabilities with multiple chronic conditions. They represent some of the state's most expensive and medically complicated health cases and are among the state's highest users of long-term care services, including costly nursing home care. Under the Governor's proposal, managed care plans would cover long-term services for dual eligible beneficiaries, including In-Home Supportive Services (IHSS), Community-Based Adult Services, and nursing home care. The shift of dual eligibles to managed care would begin on January 1, 2013 in eight to ten counties that would be most likely to have capacity to coordinate care for these beneficiaries. The enrollment of dual eligibles into managed care throughout the rest of the state would be completed over the following few years. The administration projects the proposal will achieve ongoing savings of \$1 billion General Fund beginning in 2013-14, mainly due to: (1) the Medicare program sharing its savings with the state and (2) lower utilization of high-cost Medi-Cal long-term care services such as nursing home care.

The Governor's budget assumes net savings of \$679 million General Fund in 2012-13, mainly due to a payment deferral to all Medi-Cal providers. Payments would be delayed by one or two weeks, thereby shifting them into the next fiscal year. The Governor's proposal links the payment delay with the shift of dual eligibles into managed care. However, it is unclear whether it is necessary to implement the shift of dual eligibles in order to implement the payment deferral.

## LAO Comments

***Proposal Has Merit, but More Information Needed.*** The Governor's proposal has merit because it could reduce costs and improve the coordination of care for dual eligibles. However, more information is needed to assess how the proposal would affect the medical care provided to these beneficiaries and the proposal's fiscal impact to the state. The proposed shift of dual eligibles to managed care is an expansion of a four-county demonstration program that was authorized by the Legislature in 2010-11 but has not yet been implemented. Since the results of the pilot will not be available for the Legislature to evaluate before the budget is due to be enacted, useful data that could assist the Legislature in assessing the merits of this proposal and whether the proposed savings are achievable will not be available. Before considering the Governor's proposal, the Legislature will need more information, including details on the proposed design and financing of managed care benefits for dual eligibles, as well as on the assumptions underlying the savings estimates associated with the Governor's proposal. For example, it is uncertain how the provision of non-medical services, such as IHSS, would be authorized and financed in the new managed care arrangement.

### HEALTHY FAMILIES PROGRAM Proposal

The Healthy Families Program (HFP)—currently administered by the Managed Risk Medical Insurance Board (MRMIB)—provides health, dental, and vision benefits through participating managed care health plans for children who are not eligible for Medi-Cal.

The Governor's budget proposes to achieve \$64 million in net General Fund savings in 2012-13 by taking a number of actions related to HFP. This estimate reflects the savings generated by the proposal to reduce the rates paid to HFP managed

care providers by 25.7 percent, on average, effective October 1, 2012—bringing these rates to Medi-Cal levels. In addition, the Governor proposes to gradually transition HFP enrollees—approximately 878,000 children—to the Medi-Cal Program administered by the Department of Health Care Services (DHCS) by June 30, 2013. General Fund support would shift from MRMIB to DHCS. The transition of HFP enrollees would happen in three phases over a nine month period, as follows:

- **Phase 1 (October Through December 2012).** Beginning October 1, 2012, about 411,000 HFP enrollees who are enrolled in a managed care plan that directly contracts with Medi-Cal would stay in the same plan and transition to Medi-Cal.
- **Phase 2 (January Through March 2013).** Beginning January 1, 2013, the remaining 424,000 HFP enrollees who live in a county with an existing Medi-Cal managed care plan would transition into those plans. For example, HFP enrollees would shift from one commercial managed care plan to another commercial managed care plan operated by a different corporation.
- **Phase 3 (January Through June 2013).** Beginning January 1, 2013, the remaining

43,000 HFP enrollees who live in a county without an existing Medi-Cal managed care plan would be transitioned into fee-for-service Medi-Cal. (Under a fee-for-service arrangement, providers are paid for each good or service they provide.)

The Governor's budget also proposes to eliminate MRMIB by July 1, 2013. The other four programs that MRMIB administers would be transferred to DHCS at that time.

### LAO Comments

***Proposal Has Merit, but Key Details Are Lacking.*** The Governor's proposal has merit because it could reduce state costs while continuing to provide managed care to most HFP enrollees. The administration, however, has not provided details on several key issues related to the shift of HFP enrollees into Medi-Cal that would enable legislative evaluation of this proposal. For example, the administration should provide more information about how continuity of care would be maintained for enrollees who move from managed care into fee-for-service Medi-Cal. The administration should also provide more information about how eligibility determinations and enrollment functions would work under the new arrangement.

## OTHER EXPENDITURE ISSUES

### CAL GRANTS

#### Proposal

Citing dramatic increases in Cal Grant costs since adoption of the entitlement programs in 2001, the Governor's budget proposes several new restrictions in Cal Grant eligibility and award amounts. The Governor estimates these new restrictions would result in \$302 million of General Funds savings. The major proposals are to:

- Increase the minimum required grade point average (GPA) for students to qualify for Cal Grants. The GPA requirements for high school entitlement awards would increase from 3.0 to 3.25 for Cal Grant A and from 2.0 to 2.75 for Cal Grant B (which serves lower-income students). The Community College transfer entitlement requirement would increase from 2.4 to 2.75.

- Reverse the California Student Aid Commission's (CSAC's) recent decision to expand access to transfer entitlement awards. Currently students must begin university studies in the academic term immediately following community college enrollment to qualify for the transfer award. The CSAC decision would allow an interruption in studies prior to transferring. By reversing this decision, the administration estimates it will avoid \$70 million in new General Fund costs.
- Halt the planned increase in allowable student loan default rates at Cal Grant-eligible institutions. The default limit is currently 24.6 percent but is scheduled to increase to 30 percent for 2012-13. The Governor's proposal would retain the current limit, which prevents institutions with higher rates (primarily private for-profit colleges) from participating in the Cal Grant program.
- Lower the current annual grant cap of \$9,708 for students attending private colleges and universities. The new cap would be \$5,472 for students attending private *non-profit* institutions and \$4,000 for those attending private *for-profit* institutions.

**Major Financial Aid Fund Shifts.** The Governor's proposal would shift \$736 million in Cal Grant costs from the General Fund to federal TANF funds. This fund swap would have no net effect on total funding for Cal Grants. As discussed earlier in this report, the Governor's proposal would cut CalWORKs services in order to free up TANF funding for Cal Grants.

## LAO Comments

Of the Governor's financial aid proposals, we believe two merit serious consideration, one should be modified, and one is problematic given its potential to increase state costs. We also are concerned that the Governor's plan does not take into account potential increases in Cal Grant costs that the state would incur if the universities raised their tuition/fee levels.

***Governor's Proposals to Avoid Two Program Expansions Make Sense in This Environment.*** We believe the Legislature should seriously consider the Governor's proposals to reverse CSAC's decision to expand access to transfer entitlement awards and maintain the current default limit at 25 percent. In the current fiscal environment, we think foregoing program expansions that could necessitate further program reductions in other areas makes sense. In the future when the state fiscal condition has improved the Legislature could consider whether these are areas it would prioritize for new investments.

***Some Increases in GPA Requirements Appear Warranted but Legislature Should Deliberate on Where to Draw the Line.*** Students with very low GPAs are unlikely to be prepared for postsecondary education. Awarding Cal Grants to these students, who have very low academic persistence and completion rates, provides little long-term benefit to the students or the state. Raising the GPA requirement at the low end of the scale (such as the 2.0 requirement for Cal Grant B) would better target state resources to students who can benefit from postsecondary education. In contrast, the Governor's proposal to raise the Cal Grant A minimum GPA above 3.0 could affect a large number of academically well-qualified students with financial need. Where to draw the line in each case is a policy decision that will require balancing concerns about cost effectiveness and college access.

***Proposal to Reduce Grant Amounts Could Result in Higher State Costs.*** The Governor's proposal recognizes the need to constrain costs in the fast-growing Cal Grant programs. We are concerned that the proposal to reduce awards for students at private colleges could reduce access for needy students while actually *increasing* state costs after the first year. The state subsidy for financially needy students at private institutions (from Cal Grants) is substantially lower than the total subsidy provided to similar students at UC and the California State University (CSU). The state could incur greater costs if enrollment shifts from private to public institutions. If the Legislature wishes to limit maximum award amounts, it will be important to consider longer-term impacts on state costs and student choices. If, on the other hand, the Legislature's goal is to limit the use of state resources at colleges with poor outcomes, we would recommend an approach based more directly on institutional outcomes instead of institution type.

***Does Not Take Into Account Potential Increases in Cal Grant Costs.*** By statute, Cal Grant award amounts keep pace with tuition at UC and CSU. As a result, the university governing boards can unilaterally increase state Cal Grant costs by raising tuition. (For example, the universities' most recent tuition increases resulted in additional Cal Grant costs of about \$90 million above the budgeted level.) Thus, if the universities raise tuition for 2012-13, Cal Grant costs would increase beyond the level anticipated in the Governor's budget.

## UNEMPLOYMENT INSURANCE FUND INSOLVENCY

In 2008, historically high demand for unemployment insurance (UI) benefits began to push the cost of providing UI benefits beyond the state's available resources. As a result, in 2009 the state's UI fund (the Unemployment Fund) became insolvent. Since that time, California has borrowed

from the federal government to continue payment of UI benefits. Currently, California's outstanding federal loan is about \$10 billion. California is required to make annual interest payments on this loan. The first payment (\$303 million) was made in September 2011 and the second (an estimated \$417 million) is due September 2012. As interest payments must be made from state funds, the cost of future payments is likely to fall on the General Fund. Below, we discuss the Governor's approach to addressing the UI insolvency issue in 2012-13.

## Proposal

***Funding Source for Interest Payments on the Loan to the UI Fund.*** Similar to 2011-12, the Governor proposes to avoid General Fund interest costs in 2012-13 by: (1) making an interest payment of \$417 million from the General Fund and (2) immediately covering the cost to the General Fund with a loan from the state's disability insurance (DI) fund. In addition, the Governor is proposing to institute a new employer surcharge, payable to the Employment Training Fund, which would be used to pay the state's federal interest payment in 2013-14 and subsequent years, as well as General Fund payments over the next few years to repay the DI fund loans made in 2011-12 and 2012-13. The surcharge would not be used to pay down the principal on the state's federal loan. The amount of the surcharge in each year would be based on EDD's projections of interest costs in the following year. The EDD estimates that the annual increased cost to employers will be between \$40 and \$61 dollars per employee over the next few years, gradually declining as the federal loan is paid off.

***Increase the Minimum Monetary Eligibility Requirement.*** The Governor's budget also proposes to increase the earnings threshold an unemployed worker must satisfy to receive UI benefits. Presently, to qualify for UI benefits, an

unemployed worker must have earned at least \$900 in the highest quarter or \$1,300 in any one quarter of his/her 12-month base period. These thresholds have not been adjusted for changes in wage levels since 1992. Under the Governor's proposal, these limits would be increased to \$1,920 and \$3,200 respectively. The EDD estimates that this change would reduce annual UI benefit payments by \$30 million (less than one percent of total annual benefit payments).

### LAO Comments

***Governor's Proposal Does Little to Address UI Fund's Long-Term Insolvency.*** As the funds raised by the Governor's proposed employer surcharge would be limited to repayment of interest on loans to keep the UI fund solvent, the proposal does little to address either the insolvency of the UI fund or the long-term structural imbalance between UI fund revenues and expenditures. Continuing to carry a balance on the loan to the UI fund poses several problems for California that necessitate corrective action. We provide an in-depth discussion of the UI fund insolvency issue in a number of recent policy reports, including *California's Other Budget Deficit: The Unemployment Fund Insolvency* and *Managing California's Insolvency: The Impact of Federal Proposals on Unemployment Insurance*.

It is important to note that inaction with regard to the insolvency will result in automatic and gradually increasing federal employer UI-related tax increases which pay down the principal on the federal loan to the state's UI fund. The first increment of this tax increase will be implemented in 2012, and will result in increased employer taxes of around \$300 million annually. Altogether, the potential drawbacks of the Governor's proposal are that it: (1) would take longer to repay the federal loan (resulting in higher interest costs) than otherwise would be the case, (2) concentrates the

impact of repaying the federal loan almost entirely on employer costs, and (3) does not address the structural imbalance in the UI fund. To address these issues, as discussed in our policy reports mentioned above, the Legislature could consider a more comprehensive plan—one which makes more significant increases to employer taxes and/or decreases to benefit payments—to address the structural imbalance in the UI program and allow for more timely repayment of the federal loan.

### CAP-AND-TRADE REVENUES Proposal

As part of its plan to address climate change, the state will begin implementing a cap-and-trade program in 2012-13. The program places a "cap" or limit on the sources of greenhouse gases responsible for 85 percent of the state's emissions. The ARB will issue carbon allowances that these sources will, in turn, be able to "trade" (buy and sell) in a newly created carbon market. The Governor's budget assumes that cap-and-trade auctions will generate \$1 billion in state revenues in 2012-13. Under the administration's plan, these revenues would be invested in (1) clean and efficient energy, (2) low-carbon transportation, (3) natural resource protection, and (4) sustainable infrastructure development. The budget also assumes that \$500 million of the revenues will be used to offset General Fund costs of existing programs. According to the administration, since actual cap-and-trade revenues will not be known until late in 2012-13, the planned expenditures are not specified by program in the proposed budget. Rather, the administration plans to submit an expenditure plan to the Legislature after the first cap-and-trade auction—which would be after the 2012-13 budget is enacted—and allocate funds to specific programs not sooner than 30 days after submitting this plan.



## LAO Comments

The Governor's proposal raises several issues for legislative consideration. For example, since there are legal constraints associated with the use of cap-and-trade revenues, it will be important for the Legislature to consider any potential legal risks with the proposal. Moreover, the administration's approach provides the Legislature with no opportunity to develop a detailed plan on the use of the revenues as part of the budget process in order to ensure that the plan is aligned with legislative priorities. We would also note that because the auction rules developed by ARB include both floor and ceiling prices for allowances, actual cap-and-trade revenues for 2012-13 could range from roughly \$1 billion to almost \$3 billion.

## JUVENILE JUSTICE REALIGNMENT Proposal

Currently, counties initially oversee all juveniles entering the criminal justice system and are responsible for almost all juveniles determined to be offenders. The state, on the other hand, houses the most serious offenders in facilities run by the Division of Juvenile Facilities (DJF). The Governor proposes to shift full responsibility for all juvenile offenders to counties. Specifically, DJF would stop receiving new juvenile wards on January 1, 2013. However, DJF would continue to house individuals admitted to state facilities prior to this date until the completion of their terms. According to the

administration, the state would provide counties with an unspecified amount of ongoing funding beginning in 2013-14 for costs incurred during the prior fiscal year. As a result of the proposed changes, the budget reflects (1) a one-time \$10 million General Fund augmentation in 2011-12 to help counties prepare for the transition and (2) \$11.2 million in General Fund savings in DJF operations in 2012-13. In addition, the Governor's budget delays implementation of the current-year trigger reduction related to charging counties for wards in DJF.

## LAO Comments

We have recommended in the past that counties be given full responsibility for juvenile wards to encourage the development of efficient and effective local policies to reduce delinquency. While the administration's proposal merits consideration, there are a number of issues the Legislature should examine in reviewing this proposal. These include (1) creating a funding formula for the payments to counties, (2) identifying whether counties have or could develop sufficient capacity to house additional serious juvenile offenders, (3) developing incentives for increased efficiency and improved outcomes (such as reduced recidivism of these juvenile offenders), and (4) assessing potential unintended consequences of this proposal (such as a possible increase in the number of juveniles tried as adults and sentenced to state prison).

2012-13 BUDGET

## 2012-13 BUDGET

2012-13 BUDGET

### LAO Publications

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## **UCC Summary**

### **Governor's Proposed Budget 2012-13**

### **January 5, 2012**

Due to a technical glitch, the Budget was posted on a public website, so the Governor decided to release his budget today, which was a surprise.

The Governor's Budget proposes a total of \$10.3 billion in cuts and revenues to balance and to rebuild a \$1.1 billion reserve. This includes significant cuts to CalWORKs of \$1.4 billion, Medi-Cal (\$842 million) and IHSS (\$164 million). Similar to last year, the Budget assumes that a portion of its proposals will be adopted by the Legislature by March 1, 2012.

The Governor's Budget assumes the passage of the Governor's proposed initiative at the November election. This measure temporarily increases the personal income tax on the state's wealthiest taxpayers and temporarily increases the sales tax by one-half percent. The measure guarantees these new revenues to schools and constitutionally protects the 2011 Realignment funds for local public safety. This measure would generate an estimated \$6.9 billion through 2012-13.

As noted below, if the Governor's Initiative fails to pass, trigger cuts would be enacted in 2013. The Governor continues to propose his pension 12-point pension plan in the budget as another way to provide savings.

## **Realignment**

### **Funding Structure**

The Governor's Budget notes that the revenue stream for the 2011 Realignment is on-going, but the program allocations were for the 2011-12 fiscal year only.

The Governor's Budget proposes a permanent funding structure for 2011 Realignment following discussions with CSAC. (See Attachment for the complete chart). This proposed funding structure is very similar to the super structure that was proposed through the CSAC Realignment Implementation Planning Group last year.

The proposed funding structure is designed to provide local entities with a known, reliable funding source for the realigned programs. Within each Subaccount, counties will have the flexibility to meet their highest priorities.

### **Base Funding**

The Governor's Budget provides for base funding in each subaccount, and the base in each subaccount should not experience a year-over-year decrease. A statutory mechanism should be in place to deal with the possibility of a year's base being short due to significantly reduced revenues.

The base should be a rolling base for each Subaccount and the 1991 Mental Health program should continue to receive revenue based on its 1991 formula.

### Growth Funding

The Governor's Budget also provides that growth in realignment funds should be distributed on a roughly proportional basis, first among Account, and then by Subaccounts. Within each Subaccount, federally required programs should receive priority for funding if warranted by caseload and costs.

The Governor's Budget also provides that growth funding for the Child Welfare Services (CWS) program is a priority once base programs have been established. Over time, CWS should receive an additional \$200 million.

### Transferability

The Governor's Budget provides the following on transferability in the realignment funding:

- Counties should have the ability to transfer a maximum of 10 percent of the lesser subaccount between the Subaccounts within the Support Services Account.
- Beginning in 2015-16, there should be a local option to transfer a portion of the growth among Subaccounts within the Law Enforcement Services Account.
- Transfers should be for one-year only and not increase the base of any program.

### **Realignment Implementation**

The Governor's Budget also notes the following areas that need to be worked on for implementation:

- Refocus State Efforts. The Governor is committed to a 25-percent reduction in the state operations of program areas that have been realigned. The Budget notes that the Department of Social Services will develop its 25-percent reduction plan upon county decisions regarding workload within realigned programs and based on federal programs. The Governor's Budget also states that in 2012-13 state correctional costs will be reduced by \$1.1 billion to reflect the smaller prison population.
- County Flexibility. The Administration continues to support efforts to increase the flexibility of counties in administering programs.
- Ongoing Training for AB 109. The Budget proposes \$8.9 million for a second year of training efforts related to the implementation of AB 109 programs. Of this amount \$1 million is for statewide training efforts. The rest of the allocation is for the Community Corrections Partnerships that have been established in each county.
- Other Efforts. The Administration does note that other issues may come up and that they will continue to work with counties on any implementation issues.

### **Juvenile Justice Reform (See also Public Safety)**

The Governor's Budget proposes to stop the intake of new juvenile offenders to the Division of Juvenile Justice (DJJ) effective January 1, 2013. The DJJ's population will gradually diminish through attrition. Recognizing that counties will need resources and support to secure appropriate placements and treatment options for additional offenders, the Budget proposes \$10 million General Fund in 2011-12 for counties to begin planning for this population. To help with this transition, the state will delay collection of the recently imposed fees (DJJ Trigger Cuts).

### **Phase 2 Realignment**

The Governor's budget notes that several proposals in the Budget lay the foundation for further realignment. The implementation of Phase 2 of Realignment is linked to the ongoing discussion of how California will implement federal health care reform. Under health care reform, counties will have a

significant role in Medi-Cal eligibility determinations. The Governor's Budget notes that the focus of Phase 2 realignment discussion with counties and others in the coming months will revolve around the appropriate relationships between the state and counties in the funding and delivery of health care as about two million people will shift from county indigent programs to the Medi-Cal caseload. The discussion will also involve what additional programs the counties should be responsible for when the state assumes the majority of costs of healthcare.

### **Trigger Cuts for 2012-13**

If the Governor's proposed initiative fails to pass in November 2012, the following trigger cuts would be pulled in January 2013:

- Funding for schools and community colleges would be reduced by \$4.8 billion. A reduction of this magnitude would result in a funding decrease equivalent to more than the cost of three weeks of instruction. It would also continue to provide 20 percent of program funds a year in arrears.
- The University of California and California State University would each be reduced by \$200 million.
- The courts would be reduced by \$125 million, the equivalent of court closures of three days per month.
- The number of the state's public safety officers in the departments of Parks and Recreation (park rangers) and Fish and Game (wardens) would be reduced, and the state would no longer staff its beaches with lifeguards.
- The Department of Forestry and Fire Protection's firefighting capabilities would be reduced substantially. The emergency air response program would be reduced, and fire stations would be closed.
- Flood control programs in the Department of Water Resources would be cut, which would reduce channel and levee maintenance and floodplain mapping.
- The Department of Justice's law enforcement programs would be reduced.

### **Revenues**

The Governor's budget assumes the passage of the Governor's initiative at the November election. This measure temporarily increases the personal income tax on the state's wealthiest taxpayers and temporarily increases the sales tax by one-half percent. This will generate \$6.9 billion. The Governor's Budget notes that this measure will prevent deeper cuts to schools, protect local public safety funding, and assist in balancing the budget. This will also allow the state to pay off the \$33 billion in outstanding budgetary borrowing and deferrals by 2015-16.

### **Health and Human Services**

The Budget transfers a number of Department of Mental Health and Department of Alcohol and Drug Programs to other state departments to better align the program's mission with that of the department. These transfers include: licensing functions to the Department of Public Health (DPH) and DSS; mental health workforce development programs to the Office of Statewide Health Planning and Development; the Early Mental Health Initiative to the Department of Education; problem gambling, driving under the influence, and licensing of narcotic treatment programs to DPH; and Mental Health Services Act technical assistance and training to the Mental Health Services Oversight and Accountability Commission.

Transfer of the following medical services programs from DPH to DHCS effective July 1, 2012: (1) Every Woman Counts, (2) Prostate Cancer Treatment, and (3) Family Planning Access Care and Treatment. The transfer of these programs is consistent with the Administration's goal of placing direct health care service programs with the DHCS to improve service delivery.



## **Child Support**

The Governor's Budget proposes to suspend the county share of child support collections in 2012-13. Under this proposal, the entire non-federal portion of child support collections would benefit the General Fund. This would not reduce the revenue stabilization funding of \$18.7 million counties receive to maintain caseworker staffing levels in order to stabilize child support collections.

## **CalWORKS**

The Governor's Budget proposes major changes to the CalWORKS program including restructuring the program into two components: CalWORKs Basic and CalWORKs Plus. Below is a description of the changes to CalWORKs.

- **CalWORKs Basic Program.** The CalWORKs Basic program will provide up to 24 months of welfare-to-work services, including job search, employment training, child care, and barrier removal services to families. Effective October 2012, clients not participating in sufficient hours of unsubsidized employment after an initial job search will be placed in the CalWORKs Basic program and will be required to participate in welfare-to-work activities. After the first 12 months, the adult will again participate in job search. If, during the second 12 months, the adult remains unable to find unsubsidized employment, the adult will continue to participate in welfare-to-work activities, including subsidized job placements. Clients unable to meet federal work participation requirements after 24 months, or cases in sanction status for more than three months will be disenrolled from CalWORKs.
- **CalWORKs Plus Program.** The CalWORKs Plus program will serve those clients working sufficient hours in unsubsidized employment to meet federal work participation requirements, generally 30 hours per week. Effective April 2013, this program will reward clients who meet federal work participation requirements with a higher grant level by allowing them to retain more of their earned income through a higher income disregard (first \$200 earned and 50 percent of subsequent income disregarded for purposes of computing the monthly grant level). This equates to an average increase of \$44 per month. These clients will also have full access to supportive services and child care. These benefits will continue for up to 48 months as long as clients continue to meet work participation requirements through unsubsidized employment. After 48 months, the adult will no longer be aided, but the higher earned income disregard will remain available if the employment continues.
- **Transition to Success.** To assist families in obtaining employment sufficient to meet federal work participation requirements, all currently aided eligible adults will be eligible for up to six months of welfare-to-work services and child care following the October 2012 implementation of the CalWORKs Basic Program. Prior to this transition, \$35.6 million will be provided to counties to serve these families.
- **Providing Additional Work Supports.** The Administration proposes to align eligibility and need criteria for low-income working family child care services with federal TANF rules for work participation requirements. Over time, the three-stage child care system for current and former CalWORKs recipients and programs serving low-income working parents will be replaced with a work-based child care system administered by county welfare departments. In addition, the Administration proposes to create a state benefit to increase support for low-income working families. Beginning July 1, 2013, the state will provide working families receiving CalFresh benefits or

child care, but who are not in the CalWORKs program, with a \$50 per month supplemental work bonus.

- Child Maintenance Program. Beginning in October 2012, the state will create a new Child Maintenance program to provide for child well-being through basic support to children whose parents are not eligible for aid under the restructured CalWORKs program. Income and resource eligibility criteria for the Child Maintenance program will be the same as for CalWORKs families, but the Child Maintenance program grant will be less than the current amounts available for child-only cases. This will decrease the average monthly grant for child-only cases from \$463 to \$392.

## **Healthy Families**

The Governor's Budget provides the following changes to the Healthy Families Program:

- **Healthy Families Program Rate Reduction.** The Budget proposes to reduce Healthy Families managed care rates by 25.7 percent effective October 1, 2012. This rate reduction will achieve General Fund savings of approximately \$64.4 million in 2012-13 and \$91.5 million in 2013-14.
- **Transition of Children from the Healthy Families Program to Medi-Cal.** The Budget proposes transferring approximately 875,000 Healthy Families Program beneficiaries to Medi-Cal over a nine-month period beginning in October 2012. This transition will create benefits for children, families, health plans, and providers, by simplifying eligibility and coverage for children and families; improving coverage through retroactive benefits, increasing access to vaccines, and expanded mental health coverage; and eliminating premiums for lower-income beneficiaries.
- **Transition of Other Programs.** In preparation for California's implementation of federal health care reform, the Budget proposes to eliminate the Major Risk Medical Insurance Program (MRMIP) by July 1, 2013. The two programs that provide insurance to individuals with pre-existing conditions, MRMIP and PCIP, will be eliminated in January 2014 because these individuals will be able to purchase health insurance through the California Health Benefits Exchange as part of federal health care reform implementation.

## **IHSS**

The Governor's Budget proposes \$1.4 billion General Fund for the IHSS program in 2012-13, a decrease of \$292.3 million General Fund from the revised 2011-12 IHSS budget. Specifically, General Fund costs of \$231 million result from a six-month delay in extending the state sales tax to IHSS providers, a two-month delay in implementing the Community First Choice Option for enhanced federal funding, a two-month delay in eliminating services for recipients without health care certification, and from not implementing the medication dispensing machines proposal. Additionally, an increase of \$130 million accounts for savings from program integrity efforts already being captured in the caseload projections.

Here are the proposals:

- Eliminate Domestic and Related Services for Certain Recipients. Domestic and related services include housework, shopping for food, meal preparation and cleanup, laundry, and other shopping and errands. Under this proposal, IHSS beneficiaries residing in a shared living arrangement will not be eligible for domestic and related services that can be met in common with other household members. In addition, IHSS beneficiaries who have a need for domestic and/or related services that cannot be met in common because of a medically verified condition of other members of the shared

living arrangement can be authorized hours for any of these services that meet the need assessment metrics. Similarly, when minor recipients are living with their parent(s), the need is being met in common; hence, the authorization of domestic and related service hours will no longer be allowed. Since minors would not be expected to be able to perform these services independently, the parent will be presumed available to perform these tasks unless the parent can provide medical verification of his/her inability to do so.

- Coordinated Care for Dual Eligible Beneficiaries. The Governor's Budget also proposes to better coordinate IHSS, other home and community-based services, and institutional long-term care. All individuals receiving both Medi-Cal and Medicare benefits will be required to enroll in managed care health plans for their Medi-Cal benefits.
- 20-Percent Reduction in Service Hours. A 20-percent across the board reduction in IHSS hours was to be implemented on January 1, 2012. Because of a court injunction, the state currently is prevented from implementing this reduction. However, the Budget assumes this reduction will be implemented April 1, 2012. To be prudent, the Budget also includes a set-aside to fully fund the IHSS program in the event of an adverse court ruling.

## **Medi-Cal**

### **Care Coordination**

The Governor's Budget continues his proposal to improve care coordination for dual eligible beneficiaries. This will be phased in over a three-year period beginning January 1, 2013. The transition to managed care for Medi-Cal benefits will occur in the first year, with the benefits becoming a more integrated plan responsibility over the subsequent two years. The transition of Medicare benefits to managed care will occur over a three-year period starting first with eight to ten counties that already have the capacity to coordinate care for these individuals. Beneficiaries in counties in which Medi-Cal managed Care plans may not yet have the capacity to take on additional beneficiaries will begin to transition six or twelve months later. The Budget separately proposes to expand Medi-Cal managed care statewide starting in June 2013. Beneficiaries in these managed care expansion counties will transition in 2014-15.

The Governor's proposals are as follows:

- **Promote Coordinated Care – Managed care done properly results in high-quality care.** This initiative provides managed care plans with a blended payment consisting of federal, state, and county funds and responsibility for delivering the full array of health and social services to dual eligible beneficiaries.
- **Enhance the Quality of Home and Community-Based Services –** Within an expanded system of coordinated care, it is critical to better coordinate medical services with the full continuum of long-term services, including In-Home Supportive services, Community-Based Adult Services, and nursing home services.

In year one, IHSS, other home and community-based services, and nursing home care funded by Medi-Cal will become managed care benefits. The IHSS program will essentially operate as it does today, except all authorized IHSS benefits will be included in managed care plan rates. Beneficiaries in the eight to ten selected counties will also receive their Medicare benefits and long-term services and supports through their Medi-Cal plan. This represents about 800,000 of the 1.2 million dual eligible beneficiaries currently in California. These changes will be phased-in over a 12-month period starting January 1, 2013. Over time, managed care plans will take an increasing responsibility for home and community-based services, including IHSS.

The Governor's Budget does note that delivering these services through Medi-Cal raises important issues including consumer protections, consumer choice, and development of a uniform assessment tool. Additional issues to consider related to the state-county relationship and financing and delivering services include determining the collective bargaining structure for IHSS providers, and the long-term county financial responsibility for IHSS and other health care programs. The Administration will work with counties and stakeholders to address these overarching issues through the development of legislation that will be necessary to implement this Budget proposal.

#### Annual Open Enrollment.

Current law authorizes Medi-Cal beneficiaries to change plans once per month or up to 12 times in a year. The Governor's Budget proposes an annual open enrollment period for beneficiaries to select their Medi-Cal health plan and receive care through that health plan for the entire year.

#### Medical Therapy Program Eligibility.

The Governor's Budget proposes to align income eligibility requirements for the Medical Therapy Program with the broader California Children's Services (CCS) Program. Currently, there is no financial test for eligibility. Under the proposed eligibility standards, families with annual income less than \$40,000 or with annual CCS-related medical expenses exceeding 20 percent of their annual income will continue to be eligible for the Medical Therapy Program.

#### Stabilization Funds.

The Governor's Budget proposes a one-time redirection of private and non-designated public hospital stabilization funding that has not yet been paid for fiscal years 2005-06 through 2009-10 to provide General Fund savings and avoid direct service reductions. This proposal will achieve one-time savings of \$42.9 million General Fund.

#### Gross Premium Tax.

The Governor's Budget proposes to eliminate the sunset date of the Gross Premiums Tax on Medi-Cal managed care plans. Continuing the tax, coupled with increased managed care utilization, will generate General Fund savings of \$161.8 million in 2012-13 and \$259.1 million in 2013-14.

#### Public Health

The Governor's Budget reflects a decrease of \$14.5 million in 2012-13 as a result of increasing client share of cost in the ADAP to the maximum percentages allowable under federal law. This proposal will result in General Fund savings of \$16.5 million, which will be offset by program administrative costs of \$2 million for a net General Fund savings of \$14.5 million. Average monthly copayments will range between \$28 and \$385, depending upon the client's income.

#### State Hospitals

The Governor's Budget proposes a major reorganization of state hospitals with the creation of a new Department of State Hospitals (DSH). Among the many changes listed in the proposal is an impact to counties by increasing bed rates charged to counties for civil commitments to more accurately reflect actual patient cost of care.

## Local Government/General Government

- Suspend and Repeal Mandates. The Budget proposes to suspend various mandates except for mandates related to law enforcement or property taxes. The Budget proposes to repeal dozens of the approximately 50 mandates that have been suspended for the past two years or more. This proposal will result in a decrease of \$728.8 million in 2012-13.
- Mandate Deferral. A one-time reduction of \$94 million by deferring the 2012-13 payment of mandates obligation for costs incurred prior to 2004-05. These costs are required to be completely paid by 2020-21.

## Public Safety

### DJJ Trigger Cuts

As previously reported, the Governor's Budget proposes to assess but not collect the DJJ trigger cut which would charge counties for placements to DJJ. However, it is also proposing to transfer the responsibility for managing all youthful offenders to local jurisdictions. The Budget proposes to stop intake of new juvenile offenders effective January 1, 2013 and also proposes \$10 million General Fund to support local governments in planning for this transition.

## Redevelopment

The Governor's budget notes the recent Supreme Court case which eliminated redevelopment and states that as a result redevelopment agencies will be dissolved on February 1, 2012. Revenues that would have been directed to the RDAs will be distributed to make pass through payments to local agencies that they would have received under prior law, and to successor agencies for retirement of the RDAs' debts for limited administrative costs. The remaining revenues will be distributed as property taxes to cities, counties, school and community college districts and special districts under existing law. The Governor's Budget reflects an estimate that approximately \$1.05 billion in additional property tax revenues will be received by K-14 schools in 2011-12 which will offset the state's Proposition 98 General Fund obligation. Additional property tax revenues are estimated at \$340 million for counties, \$220 million for cities, and \$170 million for special districts. These amounts are expected to grow as property values increase and debts are retired. Additional revenues will be distributed in the next several years as RDA assets are monetized.

During the press conference on the Budget, the Governor was asked about the possibility of providing an extension on some of the deadlines for eliminating the RDAs, and he stated that the Supreme Court ruling stands. While he stated he is open to talking to stakeholders about a possible extension, he believed they should be eliminated due to the budget crisis. If there is a proposal to reinstate he indicated that it would have to include a revenue source due to the budget deficit.

## State Government – Reorganization

The Governor's Budget also proposes to reduce the number of state agencies from 12 to 10, eliminate 39 state entities and eliminate 9 programs. The proposal to reduce agencies includes eliminating the California Volunteer Agency, the California Emergency Management Agency, and the California Technology Agency.

The Governor's Budget notes that more than 15,000 positions were eliminated in 2011-12 and DOF will conduct a department-by-department review to identify additional positions for elimination.

Some other major proposals for reorganization include:

- Transfer Housing Finance Agency into Department of Housing and Community Development.
- Eliminate the Fair Employment and Housing Commission and Transfer its functions to the Department of Fair Employment and Housing.
- Eliminate the Commission on the Status of Women.
- Eliminate the Managed Risk Medical Insurance Board and Transfer its functions to the Department of Health Care Services.
- Transfer CalRecycle to the California Environmental Protection Agency.
- Reduce the Number of Regional Water Boards.
- Consolidate the Colorado River Board within the Natural Resources Agency.

The full list is available at [www.ebudgets.ca.gov](http://www.ebudgets.ca.gov)

## **Various County Departments**

The Budget proposes to suspend various mandates except for most mandates related to law enforcement or property taxes. Consistent with the Governor's focus on streamlining government and providing local flexibility, the Budget proposes to repeal dozens of the approximately 50 mandates that have been suspended for the past two years or more. Many of the activities required by these mandates have become common practice and should not be mandated by the state. The Governor's proposed budget will not have any direct impacts on most County Departments. Functions that support or provide service to other county departments may be impacted by cuts to Employment and Human Services Department – but these impacts are difficult to quantify at this point.

## **Public Works/General Services**

Transportation – No impacts to the gas tax. The reorganization of the Transportation Departments into one Transportation Agency instead of the current organization under Business Transportation and Housing should bring more focus to the State's Transportation Program which should be positive. This may have some impacts on local grant programs, depending on implementation.

Flood Control/Water Resources – We do not receive direct funding from the State for Flood Control Programs – however interesting to note that the Department of Water Resources budget includes an increase of \$25.4 million California Water Resources Development Bond Fund and 135 positions for preliminary engineering work to support the Delta Habitat Conservation and Conveyance Program. Also – under the ballot trigger reductions – the Department of Water Resource's flood control programs would be reduced by 20 percent, or approximately \$6.6 million, if the Governor's tax proposal is not approved in November. These programs include floodplain mapping and risk awareness. Again, we get no direct funding – but if this cut goes through, grant programs could be cut.

The elimination of Redevelopment agencies will affect our work load in design and construction in delivering Redevelopment Projects. However, this will not have an impact on staffing levels as we have a backlog of capital projects, including some large federally funded bridges to replace the work lost from RDA.

## **Health Services**

The Governor's proposed budget includes the following proposals for changes to the health care delivery system:

The Governor's Budget requires the State Department of Health Care Services to expand the four-county dual pilot program to eight to ten counties and enroll 800,000 individuals with dual eligibility into managed care starting January 1, 2013. State Savings: \$678 million in 2012-13; \$1 billion in 2013-14.

The Budget also proposes to expand Medi-Cal Managed Care to all counties starting June 2013. All dual eligible individuals will be enrolled on a rolling basis as the counties transfer from fee-for-service to managed care. They also propose an open enrollment period for all Medi-Cal managed care beneficiaries, instead of allowing the month-to-month enrollment changes under the current program.

Federally Qualified Health Centers with Medi-Cal managed care contracts will be funded under a performance, risk-based payment model instead of the current prospective payment system.

The Healthy Families program (CHIP) will be moved into Medi-Cal and the rates will be decreased by 25.7 percent effective October 1, 2012.

There is an extension of the hospital fee (\$255 million GF in 2011-12; \$472 million in 2012-13) and gross premium tax on Medi-Cal managed care plans (\$161.8 million in 2012-13 and \$259.1 million in 2013-14).

Nursing homes will have their 10% provider rate reduction restored (\$171.2 million GF) and supplemental payments totaling \$245.6 million GF.

There will be a new Department of State Hospitals to operate the long-term care facilities for the mentally ill and sexually violent predators. All other functions of the Department of Mental Health and Department of Alcohol and Drug will be absorbed by the Department of Health Care Services.

At this time, the Health Services Department is unable to determine what the local impact of the above proposals will be on Contra Costa County until additional information becomes available. The Department will continue to monitor these proposals and their impacts on the County throughout the State budget process as additional information becomes available.

## **Employment & Human Services**

### **In-Home Supportive Services**

#### **Across-the-Board Service Reductions**

##### **Governor's Proposal:**

The proposed FY 12-13 budget adjusts projected savings from the delayed implementation of the 20 percent across-the-board reduction scheduled for January 1, 2012 but was delayed due to the court injunction. The adjusted budget savings assumes implementation of the 20 percent cut on April 1, 2012. Resulting in a \$39.4 million GF savings in the current year and \$179 million in the 12-13 budget years. The budget also includes a set-aside to fully fund the program in the event that the court rules in favor of the plaintiffs and against the state.

##### **Contra Costa County Impact:**

A 20% reduction in IHSS authorized hours will result in the loss of approximately 1.4 million hours. Many providers will be forced to leave their jobs and find employment elsewhere leaving the consumers at risk of out of home placement. For some providers who have minor children and are only to contracted for a few hours will be forced to apply for Food Stamps (Cal Fresh), Medi-Cal or some other form of assistance. Some providers may apply for GA if their income drops low enough. GA costs would then be borne by the county in total.

#### **Medication Dispensing Pilot and IHSS Trigger**

##### **Governor's Proposal:**

The proposed FY 12-13 budget repeals statute implementing automated medication dispensing machines pilot program for IHSS recipients. This may result in an additional across-the-board cut in IHSS effective October 1, 2012. The cuts will further reduced hours to IHSS clients if the pilot failed to achieve a net GF savings of \$140 million. The pilot was authorized for the current budget year but was never implemented.

##### **Contra Costa County Impact:**

Pilot was not implemented. If the pilot is implemented it could result in additional cuts to client hours due to lack of state funding. County share could be increased if the state does not participate.



## Elimination of Domestic and Related Services to Certain Recipients

### Governor's Proposal:

The proposed FY 12-13 budget eliminates domestic and related services to recipients who are living with others in a shared-housing situation effective July 1, 2012. An exception is provided for households consisting entirely of IHSS recipients, and IHSS recipients whose need cannot be met by a household member due to a medically-verified condition. Domestic and related services would no longer be allowed, under any circumstance, for children receiving IHSS benefits and living with their parent(s). This cut was proposed in previous budget proposals and, as in the past, raises significant legal questions since in many cases there is no legal obligation for other individuals who happen to be living with the IHSS recipient to provide care. This proposal is expected to impact 254,000 recipients, and will cut IHSS services by \$461.5 million (\$163.8 million GF).

### Contra Costa County Impact:

The County provides funding to 4,581 eligible recipients with shared living arrangement. The Governor's proposal would eliminate services to this population and this would reduce the County share by \$236,600

## Program Integrity Funding and Projected Savings

### Governor's Proposal:

The proposed FY 12-13 budget includes a \$10 million GF reduction for county program integrity efforts resulting from the trigger cut implemented as a result of the 2011-12 budget agreement. The reduction was effective January 1, 2012 and the FY 12-13 budget proposes to make it permanent. The FY 12-13 budget also projects \$469.7 million (\$151.6 million GF) savings as a result of existing county program integrity efforts.

### Contra Costa County Impact:

The elimination of the additional Program Integrity Funding will severely limit the ability for the County to investigate and prosecute IHSS Fraud. Revenue loss will be approximately \$537,879. County may save \$97,236.

## Additional Budget Adjustments in IHSS

### Governor's Proposal:

The proposed FY 12-13 budget includes decreased savings as a result of delayed implementation of the IHSS Provider Fee (by six months), the Community First Choice Option (CFCO) (by two months), and Health Certification Form (by two months). The combined erosion of savings (including Medication Dispensing pilot elimination) equal \$231 million GF. The CFCO, savings is projected to be \$108.5 million GF in the current year and \$145.1 million GF in 2012-13, and county savings is estimated to be \$68.9 million.

### Contra Costa County Impact:

Additional reductions in client hours will result from delays in implementation of these in programs and limit state participation.

### Governor's Proposal:

The proposed FY 12-13 budget reduces county administration by \$27.4 million to \$284.6 million (\$100.3 million GF). The budget attributes this to lower caseload in the program.

The budget year projects new administrative costs associated with implementation of the following activities:

- Domestic and Related Services proposal, \$9.5 million (\$3.3 million GF)
- Adult Day Health Care transition to Community Based Adult Services (CBAS) effective March 1, 2012, \$1.0 million (\$354,000 GF)

**Contra Costa County Impact:**

The IHSS Caseload has steadily decreased over the last two years. Impact may be minimal due to staffing vacancies and lower caseload.

Integration of IHSS into Managed Care

**Governor's Proposal:**

During calendar year 2013 (which includes the full budget year 2012-13 and six months of budget year 2013-14), the budget proposes that County IHSS programs continue perform existing functions that include intakes, assessments, and authorization of services. Starting January 1, 2014, managed care plans will either contract with the county to administer IHSS services or may take over this function from the county. The budget notes additional work will be necessary to design a program that incorporates:

1. Consumer protections for acute, long-term care, and a home and community-based services within managed care;
2. Uniform assessment tool for home and community-based services; and
3. Consumer choice and protection when selecting their IHSS provider.

**Contra Costa County Impact:**

Impacts unknown until details are determined.

**Adult Protective Services**

Continuation of 10% cut

**Governor's Proposal:**

The proposed FY 12-13 budget continues the consolidation and reallocation of funding to counties through realignment. Total funding is proposed at \$136.3 million (\$54.6 million GF) for the budget year which incorporates the County Services Block Grant and continues to reflect the ten percent reduction of \$13 million (\$6.1 million GF).

**Contra Costa County Impact:**

The county will continue to lose \$157 thousand.

**CalWORKs**

Time Limit

**Governor's Proposal:**

The proposed FY 12-13 budget restructures the CalWORKs program into two components, CalWORKs Basic and CalWORKs Plus. CalWORKs Basic, which takes effect October 2012, reduces the time-a recipient is eligible for benefits from 48 months to 24 months. This provision applies to all recipients not fully meeting the federal work participation requirements (WPR) through unsubsidized employment. The determination of the 24 months of aid will be determined on a retroactive basis. Recipients meeting the federal WPR through unsubsidized employment will be eligible for the CalWORKs Plus component. These recipients will continue to receive 48-months of aid and services. All currently aided eligible CalWORKs adults not fully meeting the federal WPR through unsubsidized employment will continue to be eligible for up to six months (or through March 2013) for welfare-to-work and child care services following the October 2012 implementation of CalWORKs Basic. The Single Allocation will be increased by \$35.6 million to provide services to these individuals.

Contra Costa County Impact:

An estimated total of 1,005 families (or 19.6% of the total CalWORKs Welfare-to-Work caseload of 5,154) may reach their 24-month time limit and will lose their maximum CalWORKs benefits by the end of FY12-13.

Child Only Grant Reduction

Governor's Proposal:

The proposed FY 12-13 budget includes a new Child Maintenance Program which incorporates a 27% reduction in child-only grants. This program will replace the current child-only component of CalWORKs including the safety net. There will be an annual reporting requirement as well as an annual well child exam to remain eligible for aid in the Child Maintenance Program.

Contra Costa County Impact:

An estimated 10,250 children will be adversely impacted with this proposed grant reduction. The average child-only cash aid grant will change from \$463 to \$392, a \$71 reduction. This reduction will have a considerable adverse impact on the basic living and security needs (housing, food, etc.) of these families and children who are already living in poverty

Disenrollment of sanctioned CalWORKs recipients.

Governor's Proposal:

The proposed FY 12-13 budget dis-enrolls, from CalWORKs, clients who are in "sanction status" for three cumulative months in any twelve (12) month period.

Contra Costa County Impact:

As of July 1, 2012, approximately 900 CalWORKs recipients will be dis-enrolled as a result of this provision. This action will cause their case to go into Child Maintenance.

Increased income disregard for select CalWORKs recipients

Governor's Proposal:

The proposed FY 12-13 budget increase the "earned income disregard" for recipients in CalWORKs Plus component, effective April 2013. The higher "earned income disregard (\$200)" will remain in effect for recipients in the safety net as long as they continue to meet federal WPR.

Contra Costa County Impact:

Less than 1% of the Welfare-to-Work population is expected to be fully engaged through unsubsidized employment. As a result, only 175 recipients may receive the proposed higher earned income disregard. This will allow those participants to continue receiving CalWORKs benefits during a time when they otherwise would have lost their benefits due to earnings.

\$50 supplemental work bonus

Governor's Proposal:

The proposed FY 12-13 budget includes a new \$50 per month supplemental work bonus to working families receiving CalFresh benefits or child care, but who are not in the CalWORKs program, effective July 1, 2012.

Contra Costa County Impact:

An estimated 7,604 families may be eligible for the proposed work bonus.

## **CalWORKs – Child Care**

### Subsidized Child Care Eligibility Change

#### **Governor's Proposal:**

The proposed FY 12-13 budget provides subsidized child care (i.e., general child care outside of CalWORKs) only to those individuals who meet federal CalWORKs work participation requirements, whether or not the family ever participates in CalWORKs, for savings of \$293.6 million GF and elimination of about 46,300 child care slots.

#### **Contra Costa County Impact:**

Impact is unknown at this time.

### Administrative Restructuring of Child Care

#### **Governor's Proposal:**

The proposed FY 12-13 budget shifts child care eligibility and payment functions from alternative payment programs and Title 5 centers to the counties. Counties may contract with these agencies to provide the payment function. All eligible families would receive a voucher for payment to a provider of their own choice. This will shift responsibility for services for approximately 142,000 children from the California Department of Education (CDE) to the counties. The CDE would continue to administer preschool programs.

#### **Contra Costa County Impact:**

Impact is unknown at this time. The Community Services Bureau's part-day and full-day programs are included in one contract.

### Reduce Income Eligibility Ceiling

#### **Governor's Proposal:**

The proposed FY 12-13 budget includes \$43.9 million in GF savings and \$24.1 million in Proposition 98 savings resulting from reduce income eligibility ceiling. The income eligibility ceiling is reduced from 70 percent of the state median income (SMI) to 61.5 percent of the SMI for a family size of three. This reduction will eliminate about 15,700 slots. .

#### **Contra Costa County Impact:**

Approximately 72 children/67 families will be impacted by this reduction.

### Reduce Reimbursement Rate Ceiling

#### **Governor's Proposal:**

The proposed FY 12-13 budget includes \$17.1 million GF savings resulting from a reduction of the reimbursement rate ceilings for voucher-based programs. The reimbursement rate is to be reduced from the 85th percentile of the private pay market based on 2005 market survey data to the 50th percentile based on 2009 survey data.

#### **Contra Costa County Impact:**

Impact is unknown at this time.

### New Licensed-Exempt Provider Requirement

#### Governor's Proposal:

The proposed FY 12-13 budget requires licensed-exempt providers to meet certain health and safety requirements to be eligible for reimbursement.

#### Contra Costa County Impact:

Impact is unknown at this time.

### **CalFresh**

#### Governor's Proposal:

The proposed FY 12-13 budget adjusts county funding for CalFresh Administration for 2012-13 to reflect actual expenditure patterns over the past few years, resulting in a reduction to county administration.

#### Contra Costa County Impact:

Impact is unknown at this time.

### **Child Welfare Services and Foster Care**

#### Administration

#### Governor's Proposal:

The proposed FY 12-13 budget anticipates Foster Care administrative costs to be \$51.1 million (\$17.6 million GF) in the current year, \$48.7 million (17.5 million GF) in the budget year. Administrative costs for Child Welfare Basic are estimated at \$824.7 million (\$278.5 million GF) in 2011-12, and \$794.1 million (\$295.7 million GF) in 2012-13, reflecting lower direct and emergency shelter costs

#### Contra Costa County Impact:

Foster Care and Child Welfare Services Admin are funded via 2011 Realignment and, therefore, will receive the State portion via sales tax revenues, not via these estimates

#### AB 12 Administration

#### Governor's Proposal:

The proposed FY 12-13 budget increases funding in the budget year to reflect continued implementation of AB 12. In FY 2012-13, administrative costs are proposed to increase by \$5.9 million (\$2.9 million GF), to \$6.8 million (\$3.3 million GF).

#### Contra Costa County Impact:

Impact is unknown at this time.

### Continuation of Suspension of Child Support Pass-thru to Counties

#### Governor's Proposal:

The proposed FY 12-13 budget continues the suspension of Child Support collections previously used to offset federal, state and county shares of assistance costs for child support cases.

Contra Costa County Impact:

The suspension of child support collections will result in an increased cost to EHSD of \$600K in FY 12/13.

## **Community Services – Child Care**

### Reduction in the standard reimbursement rate

Governor's Proposal:

The proposed FY 12-13 budget reduces the standard reimbursement rate by 10% for California Department of Education contractors.

Contra Costa County Impact:

The decreased funding of \$1,084,590 will result in a loss of 132 childcare slots and 19.8 Child Care provider FTEs.

## **Medi-Cal Administration**

### Shift of Healthy Families into Medi-Cal

Governor's Proposal:

The proposed FY 12-13 budget shifts children currently in Healthy Families to Medi-Cal. with an anticipated 7.9% caseload increase. State spending in the Medi-Cal program is expected to drop from \$15.4 billion in the current year to \$15.1 billion in the FY 12-13, as a result of various savings proposals. Without these proposals, costs would grow by approximately 3.4 percent, to \$15.9 billion GF.

Proposed Shift of Healthy Families into Medi-Cal – Similar to last year's May Revision proposal, the Administration is proposing to move all children currently enrolled in Healthy Families to the Medi-Cal program. This would affect about 875,000 children and be phased in over a nine-month period, starting in October 2012. This shift would coincide with movement of other programs currently administered by the Managed Risk Medical Insurance Board over to the Department of Health Care Services, and the ultimate elimination of the board by July 1, 2013.

Contra Costa County Impact:

Healthy Families recipients will shift into Medi-Cal, this will increase EHSD's Medi-Cal caseload. EHSD will work with Health Services on this transition. Fiscal and program impact cannot be determined at this time.

### Managed Care Expansion and Annual Enrollment

Governor's Proposal:

The proposed FY 12-13 budget expands managed care to all 58 counties starting in June 2012, resulting in GF savings of \$2.7 million in 2012-13 and \$8.8 million in 2013-14. This proposal is coupled with a proposal to change from the current structure, in which beneficiaries can change managed care plans once per month or up to 12 times per year, to a more private-sector like system providing for annual open enrollment periods that require individuals to receive care for the entire year from their chosen plan. The annual enrollment period proposal appears to require federal approval.

Contra Costa County Impact:

Impact is unknown at this time.

## **Phase 2 Realignment**

### Base Funding

#### **Governor's Proposal:**

The proposed FY 12-13 budget base realignment funding in each subaccount should not experience a year-over-year decrease. A statutory mechanism should be in place to deal with the possibility of a year's base being short due to significantly reduced revenues. The timing of the programs' inclusion in 2011 realignment and the implementation scheduled should affect base funding for each program. The base should be a rolling base for each subaccount, meaning that a year's base funding plus growth becomes the subsequent year's base. The 1991 Mental Health programs should continue to receive revenue based on its 1991 formula.

#### **Contra Costa County Impact:**

Waiting for CWDA staff analysis. It appears this would protect each Subaccount, year-to-year.

### Growth Funding

#### **Governor's Proposal:**

The proposed FY 12-13 budget realignment funding for program growth should be distributed on a roughly proportional basis, first among accounts, then by subaccounts. Within each subaccount, federally required programs should receive priority for funding if warranted by caseload and costs. Growth funding for the Child Welfare Services (CWS) program is a priority once base programs have been established. Over time, CWS should receive an additional \$200 million.

#### **Contra Costa County Impact:**

Waiting for CWDA staff analysis. It appears this would allocate growth to the Account & subaccounts levels and give priority to federal mandated programs and also establish CWS as a priority once base funding is achieved in all other Subaccounts.

### Transferability

#### **Governor's Proposal:**

The proposed FY 12-13 budget provides flexibility with realignment; counties may have the ability to transfer a maximum of 10 percent of the lesser subaccount between the subaccounts within the Support Services Account. Beginning in 2015-16, there should be a local option to transfer a portion of the growth among subaccounts within the Law Enforcement Services Account. Transfers should be for one year only and not increase the base of any program.

#### **Contra Costa County Impact:**

Waiting for CWDA staff analysis. It appears this could benefit certain Children & Family Services Sub Accounts (e.g. Foster Care Admin) that have been chronically underfunded.

### Reserve Account

#### **Governor's Proposal:**

The proposed FY 12-13 budget provides some cushion for fluctuations in future revenue, a Reserve Account should be established when Sales and Use Tax revenues exceed a specified threshold.

#### **Contra Costa County Impact:**

Waiting for CWDA staff analysis.

**To: Board of Supervisors**

**From: Catherine Kutsuris, Conservation & Development  
Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Cost Confirmation Hearing for 401 Market Ave., Richmond, CA**

**RECOMMENDATION(S):**

OPEN the hearing on the attached itemized report on the costs of abating a public nuisance on the real property located at 401 Market Ave., Richmond, CA, Contra Costa County; APN 409-261-013; RECEIVE and CONSIDER the report and any objections from the property owner and other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the costs of all abatement work and all administrative costs to be \$6,120.75.

ORDER the itemized report confirmed and DIRECT it to be filed with the Clerk of the Board of Supervisors.

ORDER the costs to be specially assessed against the above-referenced property and AUTHORIZE the recordation of a Notice Of Abatement Lien.

**FISCAL IMPACT:**

The costs as determined above will be added to the tax roll as a special assessment and will be collected at the same time and in the same manner as ordinary county taxes are collected.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: Jason Crapo 335-1108**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy



**cc:**

**BACKGROUND:**

Contra Costa County Ordinance Code Article 14-6.4 and Government Code Section 25845 authorize the recovery of abatement costs in public nuisance cases, the recordation of a Notice of Abatement Lien, and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

The Notice to Comply was posted on the above-referenced property for a vacant structure whose premises contain excessive vegetation and served on the property owner and all persons known to be in possession of the property by certified mail on September 22, 2011.

The property owner did not file an appeal. The County Abatement officer abated the property on October 17, 2011.

The property owner was billed for all administrative costs. The bill was sent by certified and first-class mail to the property owner on October 25, 2011. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see the Clerk of the Board at 651 Pine St., Room 106, Martinez, CA.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the recommended actions are not approved, the County will not be able to recover costs incurred for abating code violations.

**CHILDREN'S IMPACT STATEMENT:**

None



*Before*



*After*

Address: 401 Market Ave. Richmond CA.

RF #: RV11-00004

Notes: Property cleaned and secured.

CONTRA COSTA COUNTY

DATE: January 24, 2012  
TO: Clerk of the Board  
FROM: Department of Conservation & Development  
By: Mark Alford, Building Inspector II  
RE: Itemized Report of Abatement Costs

The following is an itemized report of the costs of abatement for the below described property pursuant to C.C.C. Ord. Code ' 14-6.428.

OWNER: Leona Harmon, Tre

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: September 22, 2011

ABATEMENT COMPLETED DATE: October 17, 2011

SITE ADDRESS: 401 Market Ave., Richmond, CA  
APN #:409-261-013

PROPERTY DESCRIPTION: Residential

AMOUNT OF ABATEMENT COSTS (CCC ORDINANCE CODE 14-6.428)

ITEM	EXPLANATION	COST
Notice to Comply		\$ 250.00
Site Visits (5 x \$100 ea)		\$ 500.00
PIRT (Title Search) 2 @ \$150		\$ 300.00
Certified Letter & Regular Mailings		\$ 30.50
Photos		\$ 37.50
Contractor hired for abatement		\$ 4602.75
Final Site Inspection to Confirm Compliance		\$ 200.00
Compliance Report and Board Hearing		\$ 200.00
	<b>Total</b>	<b>\$ 6120.75</b>

Abatement costs can be paid at or mailed to Building Inspection Division, 651 Pine Street, North Wing, 2<sup>nd</sup> Floor, Martinez, CA 94553.

**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director/Chief Engineer**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: State Route 4 (E) Widening - Somersville Road to Route 160 Project – Segment 3B, Antioch area.  
Project No.: 4660-6X4168**

**RECOMMENDATION(S):**

OPEN the public hearing and ask if any notified property owners wish to be heard as to the four items specified in Section B below; CLOSE Public Hearing.

Upon completion and closing of the hearing, MAKE the findings and determinations listed under Section B below and ADOPT Resolution of Necessity No. 2012/30 to acquire the required properties by eminent domain.

**FISCAL IMPACT:**

In eminent domain actions the judgment will be the price paid for the property, and may include court costs which are regarded as a roughly calculable expense of property acquisition. Costs of acquisition in this case are 100% reimbursable from Contra Costa Transportation Authority (CCTA). There will be no impact to the County General Fund. SCH No. 2004092135.

**BACKGROUND:**

A. Proposed Project

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County

RECUSE



**Contact: Carmen Piña-Sandoval, (925) 313-2012**

Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Real Property Division, Sheila Minor

## **BACKGROUND: (CONT'D)**

CCTA in cooperation with the State of California, acting by and through its Department of Transportation (Caltrans), propose to widen State Route 4 (SR4) East from its current four lanes to an eight-lane facility, reconstruct interchanges, perform work on affected local roadways, and relocate existing utilities from west of Loveridge Road to State Route 160, in the Antioch area. The improved corridor will connect to the existing eight-lane freeway system comprised of three mixed-flow lanes and one high occupancy vehicle (HOV) lane in each direction west of Loveridge Road while preserving sufficient width in the SR4 median to accommodate a possible future public transit improvement (by others). The proposed project will reduce existing traffic congestion, improve traffic operations, and encourage HOV use to accommodate travel demand anticipated through the year 2030.

On June 27, 2006, this Board APPROVED the proposed project and ADOPTED the Negative Declaration and Finding of No Significant Impact pertaining to this project.

Under an Agreement between Contra Costa County (County), Caltrans and CCTA for the Exercise of the Power of Eminent Domain for the SR4 (E) Widening – Somersville Road to R160 Project (dated January 18, 2008), the Parties agreed and reaffirmed that the County is designated as the party to administer the portion of the Cooperative Agreement relating to the acquisition of real property, through eminent domain or otherwise, by and through its Board of Supervisors, County Officials and departments, and County attorneys.

This segment of the project from west of Hillcrest Avenue to State Route 160 consists of acquiring various land rights from eight (8) parcels in the project area. The land rights include fee title, a permanent tieback easement, and temporary construction easements along the northerly side of SR4 east and Hillcrest Avenue and fee title along the southerly side of SR4 east off of Larkspur Drive and Clover Court, in the Antioch area.

The County, through the Real Property Division of the Public Works Department, has made offers of just compensation to the owners of the properties for the rights required for this Segment of the project. Each offer was based on an appraisal of the fair market value of said property rights.

Construction of the project is scheduled to begin in the fall of 2012. In order to proceed with the project, it is necessary for the County to exercise its power of eminent domain. Pursuant to Section 1245.235 of the Code of Civil Procedure, notice was given to all the persons listed on the attached Exhibit "A" whose names and addresses appear on the last equalized County Assessment Roll.

This notice consisted of sending by first-class and certified mail on December 8, 2011, a Notice of Intention, which notified the owners that a hearing is scheduled for January 24, 2012 at 10:00 a.m. in the Board's Chambers, at which time they may appear to be heard on the matters referred to in the notice.

### **B. Scope of Hearing Per C.C.P. Section 1245.235**

#### **1. Public Interest and Necessity require the proposed project.**

SR4 is the only east-west transportation corridor in this area that provides direct access from Pittsburg, Antioch, and Brentwood to the greater Bay Area to the west, and a link between Contra Costa County and San Joaquin County to the east. Traffic volume on the existing roadway is beyond system capacity, due to development in East County. This has resulted in severe congestion and increased travel times. Further increases in traffic volume will result in gridlock, not only in the freeway system, but also in the alternative local street network located near the congested freeway. The project will increase the use of HOV lanes while preserving sufficient width in the SR4 median to accommodate future mass public transit services to and from East County.

#### **2. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.**

Through the planning phase of the project, a number of interchange configurations and mainline highway alignments were studied. The interchange configurations and mainline highway alignment selected achieved the required operational traffic improvements with the least impact to adjacent properties. The alternative selected was designed to meet the operational traffic needs of the interchange at Hillcrest Avenue, and was designed in conformance with Caltrans and City of Antioch design standards. The alternative designs not selected would have resulted in greater impact to both residential and commercial properties and would have required more utility relocation.

#### **3. The properties sought to be acquired are necessary for the project.**

The properties sought for this Segment of the project are necessary for the widening of SR4, the performance of work

on affected local roadways, and for the relocation of existing utilities. All efforts have been made to reduce physical and operational impacts to adjacent properties both during and after construction. The project cannot be constructed as planned without the acquisition of these property interests.

4. The offer of compensation required by Section 7267.2 of the Government Code has been made to owner or owners of record.

The County, through the Real Property Division of the Public Works Department, has made an offer of just compensation to the owners of record for the rights required for this project. The offer was based on appraisals of the fair market value of said property rights. In this case, efforts were made to acquire the required property through negotiated purchase and sale instead of condemnation. Attempts to negotiate a settlement involved discussions, and in some cases meetings, with the owners of record and/or their representatives.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County will be unable to acquire the property rights necessary for the project.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable



**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/24/2012 by the following vote:

**AYES:** ☐

**NOES:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2012/30**

In the Matter of:

The Board of Supervisors of Contra Costa County, California, by vote of four-fifths or more of its members, **RESOLVES** that:

Pursuant to Government Code Section 25350.5 and Streets & Highways Code Section 760, Contra Costa County (County) and Contra Costa Transportation Authority (CCTA) in cooperation with the State of California, acting by and through its Department of Transportation (Caltrans), intend to widen and improve State Route 4 from west of Loveridge Road to State Route 160, a public improvement in the Antioch area and, in connection therewith, acquire interests in certain real property.

The properties to be acquired consist of eight (8) parcels located in the Antioch area. The properties are more particularly described in Appendix "A", attached hereto and incorporated herein by this reference.

Whereas:

On December 8, 2011, notice of the County's intention to adopt a resolution of necessity for acquisition by eminent domain of the real property described in Exhibit "A" was sent to persons whose names appear on the last equalized County Assessment Roll as owner(s) of said property. The notice specified January 24, 2012, at 10:00 a.m., in the Board of Supervisors Chambers in the Administration Building, 651 Pine Street, Martinez, California, as the date, time and place for the hearing thereon.

The hearing was held on that date and at that time and place, and all interested parties were given an opportunity to be heard. Based upon the evidence presented to it, this Board finds, determines and hereby declares the following:

1. The public interest and necessity require the proposed project; and
2. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and
3. The property described herein is necessary for the proposed project; and
4. The offer required by Section 7267.2 of the Government Code was made to the owner or owners of record.
5. Insofar as any of the property described in this resolution has heretofore been dedicated to a public use, the acquisition and use of such property by Contra Costa County for the purposes identified herein is for a more necessary public use than the use to which the property has already been appropriated, or is for a compatible public use. This determination and finding is made and this resolution is adopted pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610.
6. On June 27, 2006, this Board **APPROVED** the proposed Project and **ADOPTED** the Negative Declaration and Finding of No Significant Impact pertaining to this Project that was approved on August 2, 2005.

Now, Therefore, Be It Resolved:

The County Counsel of this County is hereby **AUTHORIZED** and **EMPOWERED**:

To acquire in the County's name, by condemnation, the titles, easements and rights of way hereinafter described in and to said real property or interest(s) therein, in accordance with the provisions for eminent domain in the Code of Civil Procedure and the Constitution of California:

Parcels 1, 2, 5 and 6 are to be acquired in fee title;

Parcel 7 is to be acquired as permanent tieback easement; and

Parcels 3, 4, and 8 are to be acquired as temporary construction easements;

To prepare and prosecute in the County's name such proceedings in the proper court as are necessary for such acquisition; and

To deposit the probable amount of compensation, based on an appraisal, and to apply to said court for an order permitting the County to take immediate possession and use said real property for said public uses and purposes.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Carmen Piña-Sandoval, (925)  
313-2012**

**ATTESTED: January 24, 2012**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** Real Property Division, Sheila Minor

**THE BOARD OF SUPERVISORS  
CONTRA COSTA COUNTY, CALIFORNIA**

Re: Condemnation of Property )  
for Highway Purposes, )  
State Route 4 (E) Widening)  
Somerville Road to Route)  
160 Project, Segment 3B)  
Antioch Area

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**RESOLUTION OF NECESSITY**  
**NO. \_\_\_\_\_**  
(C.C.P. Sec. 1245.230)

The Board of Supervisors of Contra Costa County, California, by vote of four-fifths or more of its members, **RESOLVES** that:

Pursuant to Government Code Section 25350.5 and Streets & Highways Code Section 760, Contra Costa County (County) and Contra Costa Transportation Authority (CCTA) in cooperation with the State of California, acting by and through its Department of Transportation (Caltrans), intend to widen and improve State Route 4 from west of Loveridge Road to State Route 160, a public improvement in the Antioch area and, in connection therewith, acquire interests in certain real property.

The properties to be acquired consist of eight (8) parcels located in the Antioch area. The properties are more particularly described in Appendix "A", attached hereto and incorporated herein by this reference.

On December 8, 2011, notice of the County's intention to adopt a resolution of necessity for acquisition by eminent domain of the real property described in Exhibit "A" was sent to persons whose names appear on the last equalized County Assessment Roll as owner(s) of said property. The notice specified January 24, 2012, at 10:00 a.m., in the Board of Supervisors Chambers in the Administration Building, 651 Pine Street, Martinez, California, as the date, time and place for the hearing thereon.

The hearing was held on that date and at that time and place, and all interested parties were given an opportunity to be heard. Based upon the evidence presented to it, this Board finds, determines and hereby declares the following:

1. The public interest and necessity require the proposed project; and
2. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and
3. The property described herein is necessary for the proposed project; and
4. The offer required by Section 7267.2 of the Government Code was made to the owner or owners of record.
5. Insofar as any of the property described in this resolution has heretofore been dedicated to a public use, the acquisition and use of such property by Contra Costa County for the purposes identified herein is for a more necessary public use than the

use to which the property has already been appropriated, or is for a compatible public use. This determination and finding is made and this resolution is adopted pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610.

6. On June 27, 2006, this Board APPROVED the proposed Project and ADOPTED the Negative Declaration and Finding of No Significant Impact pertaining to this Project that was approved on August 2, 2005.

Now, Therefore, Be It Resolved:

The County Counsel of this County is hereby **AUTHORIZED** and **EMPOWERED**:

To acquire in the County's name, by condemnation, the titles, easements and rights of way hereinafter described in and to said real property or interest(s) therein, in accordance with the provisions for eminent domain in the Code of Civil Procedure and the Constitution of California:

Parcels 1, 2, 5 and 6 are to be acquired in fee title;

Parcel 7 is to be acquired as permanent tieback easement; and

Parcels 3, 4, and 8 are to be acquired as temporary construction easements;

To prepare and prosecute in the County's name such proceedings in the proper court as are necessary for such acquisition; and

To deposit the probable amount of compensation, based on an appraisal, and to apply to said court for an order permitting the County to take immediate possession and use said real property for said public uses and purposes.

PASSED and ADOPTED on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the vote of two thirds or more of the Board of Supervisors of Contra Costa County, California, at a meeting of said Board of Directors on the date indicated above.

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

:csp

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## APPENDIX "A"



### **DAVID S. AND MARY J. BRINK, TRUSTEES, ET AL (61240)**

Land Description of four parcels of land situate in the City of Antioch, Contra Costa County, California, Parcels 1 and 3 mentioned below being portions of that certain parcel of land described in an Individual Quitclaim Deed to Enrico E. Cinquini and Rose Cinquini, Trustees of the Enrico E. Cinquini and Rose Cinquini Family Trust, recorded September 18, 1991 under Document Number 1991-189378, Official Records of said County; and Parcels 2 and 4 mentioned below being portions of that certain parcel of land described in the Individual Quitclaim Deed to Enrico E. Cinquini and Rose Cinquini, Trustees of the Enrico E. Cinquini and Rose Cinquini Family Trust, recorded September 18, 1991 under Document Number 1991-189377, Official Records of Contra Costa County, and being more particularly described as follows:

### **PARCEL 1 (61240-1) FEE PARCEL**

Beginning at a point on the north line of existing Sunset Drive and being the southwest corner on that certain 0.163 acre parcel of land described in a Director's Deed to George & Faye Curtis recorded on December 23, 1970 in Book 6281, Page 382 Official Records of said County, same being the southwest corner of said Cinquini parcel (Doc. 1991-189378); Thence along the west line of the Cinquini parcel (Doc. 1991-189378), North 01° 16' 21" East – 7.38 feet; Thence across the Cinquini parcel (Doc. 1991-189378) for the following four (4) courses: (1) North 86° 42' 44" East – 45.33 feet, (2) North 68° 31' 03" East – 9.37 feet for the beginning of a curve to left; (3) in a northeasterly direction 35.03 feet along the arc of said curve to the left, having a radius of 28.50 feet and through a central angle of 70° 25' 11", and (4) North 01° 54' 06" West – 3.85 feet to a point on the west line of Hillcrest Avenue as described in a Grant Deed to the City of Antioch recorded September 10, 1999

under document number 1999-0241945-00 Official Records of said County; Thence along said west line and the south line of the Cinquini parcel (Doc. 1991-189378) for the following three (3) courses: (1) South 20° 10' 40" East – 6.70 feet to the beginning of a curve to the right, (2) in a southwesterly direction 31.21 feet along the arc of said curve to the right, having a radius of 19.22 feet and through a central angle of 93° 01' 46" to a point of compound curvature, and (3) continuing in a southwesterly direction 63.49 feet along the arc of said curve to the right, having a radius of 370.00 feet and through a central angle of 09° 49' 55" to the Point of Beginning.

Containing 395 square feet of land area, more or less.



This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway over and across courses '(4)', and '(5)' hereinabove described.

**PARCEL 2 (61240-2) FEE PARCEL**

Beginning at the southeast corner of said Cinquini parcel (Doc. 1991-189377); Thence along the south line of the Cinquini parcel (Doc. 1991-189377), North 79° 20' 29" West – 26.34 feet; Thence across the Cinquini parcel (Doc. 1991-189377), North 86° 42' 44" East – 26.05 feet to the east line of the Cinquini parcel (Doc. 1991-189377); Thence along said east line, South 01° 06' 21" West – 6.37 feet to the Point of Beginning.

Containing 83 square feet of land area, more or less.



**PARCEL 3 (61240-3) TEMPORARY CONSTRUCTION EASEMENT EXPIRES DECEMBER 31, 2015**

A TEMPORARY EASEMENT for a Forty-Two (42) month period between July 1, 2012 and December 31, 2015 for construction purposes and incidents thereto, upon, in, over and across the Cinquini parcel (Doc. 1991-189378), and described as follows:

Commencing at a point on the north line of existing Sunset Drive and being the southwest corner on that certain 0.163 acre parcel of land described in a Director's Deed to George & Faye Curtis recorded on December 23, 1970 in Book 6281, Page 382 Official Records of said County, same being the southwest corner of said Cinquini parcel (Doc. 1991-189378); Thence along the west line of the Cinquini parcel (Doc. 1991-189378), North 01° 16' 21" East – 7.38 feet for the Point of Beginning hereof; Thence continuing along said west line, North 01° 16' 21" East – 10.03 feet; Thence leaving the west line of and across the Cinquini parcel (Doc. 1991-189378) for the following four (4) courses, (1) North 86° 42' 44" East – 42.96 feet, (2) North 68° 31' 03" East – 7.77 feet to the beginning of a curve to left, (3) in a northeasterly direction 31.56 feet along the arc of said curve to the left, having a radius of 18.50 feet and through a central angle of 97° 45' 18", and (4) North 69° 49' 20" East – 10.00 feet to a point on the west line(s) of existing Hillcrest Avenue and that 490 Square Feet parcel of land described in a Grant Deed to the City of Antioch recorded September 10, 1999 under document number 1999-0241945-00 Official Records of said County; Thence along said west line, South 20° 10' 40" East – 8.20 feet; Thence across the Cinquini parcel (Doc. 1991-189378) for the following four (4) courses, (1) South 01° 54' 06" East – 3.85 feet for the beginning of a curve to the right, (2) in a southwesterly direction 35.03 feet along the arc of said curve to the right, having a radius of 28.50 feet and through a central angle of 70° 25' 11", (3) South 68° 31' 03" West – 9.37 feet, and (4) South 86° 42' 44" West – 45.33 feet to the Point of Beginning.

Containing 920 square feet of land area, more or less.



**PARCEL 4 (61240-4) TEMPORARY CONSTRUCTION EASEMENT EXPIRES DECEMBER 31, 2015**

A TEMPORARY EASEMENT for a Forty-Two (42) month period between July 1, 2012 and December 31, 2015 for construction purposes and incidents thereto, upon, in, over and across the Cinquini parcel (Doc. 1991-189377) and described as follows:

Commencing at the southeast corner of said Cinquini parcel (Doc. 1991-189377); Thence along the south line of the Cinquini parcel (Doc. 1991-189377), North 79° 20' 29" West – 26.34 feet for the Point of Beginning hereof; Thence continuing along said south line, North 79° 20' 29" West – 41.49 feet; Thence across the Cinquini parcel (Doc. 1991-189377), North 86° 42' 44" East – 67.08 feet to the east line of the Cinquini parcel (Doc. 1991-189377); Thence along said east line, South 01° 06' 21" West – 10.03 feet; Thence across the Cinquini parcel (Doc. 1991-189377), South 86° 42' 44" West – 26.05 feet to the Point of Beginning.

Containing 466 square feet of land area, more or less.

**CITATION HOMES (61216)**

Land Description a parcel of land situate in the City of Antioch, Contra Costa County, California, and being a portion of that certain parcel of land described as Parcel One in the Grant Deed to the Citation Homes, a partnership, recorded January 02, 1980 in Book 9680, Page 402, same being a portion of Parcel F as shown on Subdivision 5653 "Hillcrest" filed February 27, 1981 in Book 249 of Maps at Page 26, Contra Costa County Records, and being more particularly described as follows:





**PARCEL 5 (61216-1) FEE PARCEL**

Beginning at a point on south line of existing State Route 4 and being a south corner located at the southeasterly terminus of the course described as North 77° 37' 48" West – 410.26 feet of that land described in a Grant Deed to the State of California, recorded December 19, 1968 in Book 5774, Page 345 Official Records of said County; Thence along the south line of said State parcel, South 75° 26' 12" East – 71.93 feet; Thence across said Parcel F, North 77° 03' 19" West – 274.56 feet to a point on the south line of said State Parcel; Thence along said south line, South 77° 37' 47" East – 202.67 feet to the Point of Beginning.

Containing 279 square feet of land area, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

**PATRICK R AND JOAN M GATRELL (61208)**

Land Description of three parcels of land situate in the City of Antioch, Contra Costa County, California, same being a portion of Parcel B as created by that Parcel Map filed on February 26, 1981 in Book 93 of Parcel Maps, Page 8 Official Records of said County, same Parcel B described in the Grant Deed to Patrick R. Gatrell and Joan M. Gatrell, his wife, dba Gatrell Equipment Rental, recorded September 26, 1983 under document number 1983-138152 (Book 11456 – Page 267), Official Records of said County, and being more particularly described as follows:



**PARCEL 6 (61208-1) FEE PARCEL**

Beginning at a point on the north line of existing State Route 4 and being the northwest corner of a 1.022 acres parcel described in a deed to the State of California recorded April 25, 1966 in Book 5106, Page 334 Official Records of said County, same corner being the southwest corner of said Parcel B; Thence along the west line of Parcel B, North 01° 06' 21" East – 4.98 feet; Thence across Parcel B, South 78° 12' 04" East – 190.04 feet to a point on the east line of Parcel B; Thence along the east line of Parcel B, South 01° 06' 21" West – 1.13 feet to the southeast corner of Parcel B, same corner being on the north line of the said 1.022 acre State parcel; Thence along said north line, North 79° 20' 50" West – 189.36 feet to the Point of Beginning.

Containing 571 square feet of land area, more or less.

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

**PARCEL 7 (61208-2) PERMANENT TIEBACK EASEMENT**

AN EASEMENT for tieback purposes and incidents thereto, upon, in, over and across said Gattrell parcel described as follows:

Commencing at a point on the north line of existing State Route 4 and being the northwest corner of a 1.022 acres parcel described in a deed to the State of California recorded April 25, 1966 in Book 5106, Page 334 Official Records of said County, same corner being the southwest corner

of said Parcel B; Thence along the west line of said Parcel B, North 01° 06' 21" East – 4.98 feet for the Point of Beginning hereof; Thence continuing along the west line of Parcel B, North 01° 06' 21" East – 40.71 feet; Thence across Parcel B, South 78° 12' 04" East – 190.04 feet to a point on the east line of Parcel B; Thence along the east line of Parcel B, South 01° 06' 21" West – 40.71 feet; Thence across Parcel B, North 78° 12' 04" West – 190.04 feet to the Point of Beginning.

Containing 7,602 square feet of land area, more or less.



**PARCEL 8 (61208-3) TEMPORARY CONSTRUCTION EASEMENT EXPIRES DECEMBER 31, 2015**

A TEMPORARY EASEMENT for a Forty-Two (42) month period between July 1, 2012 and December 31, 2015 for construction purposes and incidents thereto, upon, in, over and across said Gatrell parcel described as follows:

Commencing at a point on the north line of existing State Route 4 and being the northwest corner of a 1.022 acres parcel described in a deed to the State of California recorded April 25, 1966 in Book 5106, Page 334 Official Records of said County, same corner being the southwest corner of said Parcel B; Thence along the west line of Parcel B, North 01° 06' 21" East – 4.98 feet for the Point of Beginning hereof; Thence continuing along the west line of Parcel B, North 01° 06' 21" East – 16.79 feet; Thence across Parcel B for the following three (3) courses; (1) South 78° 12' 04" East – 23.23 feet, (2) South 11° 47' 56" West – 14.50 feet, and (3) South 78° 12' 04" East – 169.54 feet to a point on the east line of said Parcel B; Thence along said east line, South

01° 06' 21" West – 2.04 feet; Thence across Parcel B, North 78° 12' 04" West – 190.04 feet to the Point of Beginning.

Containing 697 square feet of land area, more or less.

The **BASIS OF BEARINGS** for this project is the California Coordinate System of 1983, Zone III (Epoch 2000.86) as determined locally by GPS survey measurements and a least squares adjustment holding NGS control stations LAKE ALHAMBRA – PID JS4835, HPGN D CA 04 HK – PID AA3821, GPS CONTROL POINT 41 – PID DE8498, GPS CONTROL POINT 59 – PID DE8508, and GPS CONTROL POINT 60 – PID DE8505 fixed per geodetic values published by the State of California Record of Survey No. 3151 and recorded in 136 LSM 3 thru 6. The projects combined scale factor is 0.99993878. Multiply grid distances by 1.0000612 to obtain ground distances.

This land description has been prepared at TY Lin International, Inc., by me, or under my direction, pursuant to Chapter 15, Article 3, Section 8726(L) of the Professional Land Surveyors' Act, and in conformance with Division 2, Chapter 2, Article 1, Section 66428(a) (2) of the Subdivision Map Act of the State of California and shall not be utilized in any conveyance which may violate said Act(s) or Local Ordinances.



Scott Shortlidge  
Professional Land Surveyor  
California No. 6441



12-16-2011  
Date

**To:** Board of Supervisors

**From:** Kevin Powell, Human Resources

**Date:** January 24, 2012



**Contra  
Costa  
County**

**Subject: Memoranda of Understanding with the Coalition Unions (Coalition)**

**RECOMMENDATION(S):**

ADOPT Resolution No. 2012/34 approving the Memoranda of Understanding (MOU) between Contra Costa County and the Coalition Unions (Coalition) made up of Professional & Technical Employees, AFSCME, Local 512; United Clerical, Technical & Specialized Employees, AFSCME, Local 2700; Public Employees Union, Local One; Public Employees Union, Local One, CSB-Site Supervisor Unit; SEIU, Local 1021, Rank & File Unit; SEIU, Local 1021, Service Line Supervisor Unit; and Western Council of Engineers, implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2011 through June 30, 2013.

**FISCAL IMPACT:**

The terms and conditions set forth above are estimated to save the County \$524,000 this year, \$14.8 million in FY 2012/13, and \$18.1 million annually thereafter. The savings will help to alleviate the fiscal impact caused by the reductions in property values and the related decline in property tax revenues and the on-going structural deficit in the County's budget.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☒ APPROVED AS RECOMMENDED

☒ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES

NOES

ABSENT

ABSTAIN

RECUSE

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

**Contact: Ted Cwiek, Human Resources Director (925) 335-1766**

By: , Deputy

**cc:** Ted Cwiek, Deborah Kal, Kevin Powell, Lisa Driscoll, Elizabeth Verigin, Robert Campbell, County Auditor-Controller

## **BACKGROUND:**

The Coalition Unions began bargaining with Contra Costa County on or about April 28, 2011. The Tentative Agreements were reached between the County and the Coalition Unions and ratified by each of the units on or about January 13, 2012. The resulting Memoranda of Understanding, which are attached, include modifications to wages, retirement, health care, and other benefit changes. In summary, the significant changes are:

- Term (Coalition Unions)
  - The terms of all agreements are from July 1, 2011 through June 30, 2013.
- General Wages - Section 5.1 (All Coalition Unions)
  - Effective July 1, 2012, the salary of all classifications represented by the Coalition will be reduced by 2.75%.
  - On or about May 10, 2012, permanent full time employees who meet the conditions described in the MOU, will be paid a one-time lump sum payment of \$500. Permanent part time, permanent intermittent and per diem employees will be eligible for a portion of the \$500 one-time lump sum payment based on calculations set forth in the MOU.
  - On or about May 10, 2013, permanent full time employees who meet the conditions described in the MOU, will be paid a one-time lump sum payment of \$500. Permanent part time, permanent intermittent and per diem employees will be eligible for a portion of the \$500 one-time lump sum payment based on calculations set forth in the MOU.
- Health, Life & Dental Care- Section 18 (SEIU R&F), Section 19 (Western Council of Engineers, SEIU SLS, PEU Local 1), Section 20 (AFSCME 512, AFSCME 2700) and Section 26 (PEU Local 1 - CSB)
  - Language in regard to dependents has been updated to reflect current federal healthcare laws.
- Retirement Contribution (Subvention) - Section 19 (AFSCME 2700, SEIU R&F), Section 26 (Western Council of Engineers), Section 27 (PEU Local 1, SEIU SLS), and Section 28 (AFSCME 512, PEU Local 1 - CSB)
  - Effective January 1, 2012, employees are responsible for one hundred percent (100%) of the employees' basic retirement benefits contribution as determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association.
- Retirement/Tier IV Retirement Plan -Section 19.2 (AFSCME 2700, SEIU R&F), Section 26.2 (Western Council of Engineers), Section 27.2 (PEU Local 1, SEIU SLS), and Section 28.2 (AFSCME 512, PEU Local 1 - CSB)
  - For employees hired after December 31, 2012, the new retirement formula will be two percent at sixty years of age (2% at 60). The cost of living adjustment will not exceed two percent (2%) per year and will be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. The employee's retirement will not exceed ninety percent (90%) of his/her final compensation. The County will seek enabling legislation and the Union has agreed to support this effort.
- Retirement/Tier D Safety Retirement Plan - Section 19.3 (SEIU R&F) and Section 27.3 (PEU Local 1)
  - For employees hired after December 31, 2012, and designated by CCCERA as safety members, the new retirement formula will be three percent at fifty-five years of age (3% at 55). The cost of living adjustment will not exceed two percent (2%) per year and will be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. The employee's retirement will not exceed ninety percent (90%) of his/her final compensation. The County will seek enabling legislation and the Union has agreed to support this effort.
- Vacation Buy Back - Section 11.5 (PEU Local 1 - CSB), Section 52 (SEIU SLS) and Section 54 (AFSCME 512)
  - Employees promoted or hired by the County into any classification represented by AFSCME 512, PEU Local 1 CSB or SEIU SLS on and after January 1, 2012, are not eligible for the Vacation Buy Back program. However, employees who were previously eligible for the Vacation Buy Back benefit prior to promoting into a classification represented by AFSCME 512, PEU Local 1 CSB or SEIU SLS will retain that benefit after promoting into a classification represented by AFSCME 512, PEU Local 1 CSB or SEIU SLS.
- Personal Holiday -
  - Effective January 1, 2012, personal holiday credits will be increased by two hours per month per employee.

## **CONSEQUENCE OF NEGATIVE ACTION:**

The County will not realize the savings associated with this action.

**CHILDREN'S IMPACT STATEMENT:**

None.



**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/24/2012 by the following vote:

**AYES:** ☐

**NOES:** ☐

**ABSENT:** ☐

**ABSTAIN:** ☐

**RECUSE:** ☐



**Resolution No. 2012/34**

**In The Matter Of:** Memoranda of Understandings with the Coalition Unions (Coalition) made up of Professional & Technical Employees, AFSCME, Local 512; United Clerical, Technical & Specialized Employees, AFSCME, Local 2700; Public Employees Union, Local One; Public Employees Union, Local One, CSB-Site Supervisor Unit; SEIU, Local 1021, Rank & File Unit; SEIU, Local 1021, Service Line Supervisor Unit; and Western Council of Engineers, for the period of July 1, 2011 through June 30, 2013.

The Contra County Board of Supervisors acting in its capacity as the Governing Board of the County of Contra Costa **RESOLVES** **RESOLVES THAT**

The Memoranda of Understandings (MOU) between Contra Costa County and Coalition providing for wages, benefits and other terms and conditions of employment for the period beginning July 1, 2011 through June 30, 2013, for those classifications represented by the Coalition are ADOPTED. A copy of each MOU is attached.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Ted Cwiek, Human Resources Director (925) 335-1766**

**ATTESTED: January 24, 2012**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

**cc:** Ted Cwiek, Deborah Kal, Kevin Powell, Lisa Driscoll, Elizabeth Verigin, Robert Campbell, County Auditor-Controller

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
PROFESSIONAL AND TECHNICAL EMPLOYEES  
AFSCME, LOCAL 512**

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

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

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

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

Special provisions and restrictions pertaining to Project employees covered by this MOU are contained in Attachment B, which is attached hereto and made a part hereof.

**DEFINITIONS**

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

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

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

**County:** Contra Costa County.

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

**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 class.

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

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

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

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

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

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

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

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

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

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

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

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

**Resignation:** The voluntary termination of permanent employment with the County.

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

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

**Union:** AFSCME Local 512

**SECTION 1 - UNION RECOGNITION**

The Union is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisors' Resolution 81/1165.

Engineering Technician Unit  
Income Maintenance Program Unit  
Clerical Supervisory Unit  
Social Service Staff Specialist Unit  
Probation Supervisor Unit  
Property Appraiser Unit

**SECTION 2 - UNION SECURITY**

**2.1 Dues Deduction.** Pursuant to Chapter 34-26 of Board Resolution 81/1165, only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction for all employees in its units.

**2.2 Agency Shop.**

- A. The Union 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 Union. The provisions of Section 2.2 shall apply to all Supervisory Units represented by Local 512.
- 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 Union or;
  - 2. pay to the Union, 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 Union 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 Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The County shall provide a copy of the Union's Hudson Procedure to every employee hired into a class represented by the Union after the effective date of this MOU. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one (1) 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. The Union shall provide the Director of Human Resources with copies of a financial report patterned after Form LM-2 pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report not later than June 1 of each calendar year shall result in the termination of all agency 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 Union 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 Union's Hudson Procedure and the Union 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 Union's

Hudson Procedure, or if invoked, the employee's Hudson Procedure rights have been exhausted, the Union 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 Union.

- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that arise out of or by reason of this Union security section or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.
- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.
- I. In the event that employees in a bargaining unit represented by the Union vote to rescind Agency Shop, the provisions of Sections 2.3 and 2.4 shall apply to dues-paying members of the Union.

**2.3 Maintenance of Membership.** All employees in the Income Maintenance Program Unit, Clerical Supervisory Unit, Social Service Staff Specialist Unit, Probation Supervisor Unit, Engineering Technician Unit, Property Appraiser Unit, and Sheriff's Non-Sworn Management Unit who are currently paying dues to the Union and all employees in that unit who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the class to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.5.

**2.4 Union Dues Form.** Employees hired into classifications assigned in bargaining units cited in Section 2.3 above shall, as a condition of employment at the time of employment, complete a Union dues authorization form provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employee shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.

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

**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Office in writing, between August 1, 2005 and August 31, 2005, any employee assigned to a classification in the Income Maintenance Program Unit, Clerical Supervisory Unit, Social Service Staff Specialist Unit, Probation Supervisor Unit, Property Appraiser Unit, and Sheriff's Non-Sworn Management Unit may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1, 2005, discontinuance of dues payments to then be reflected in the October 10th paycheck. Immediately upon the close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.

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

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

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

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



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

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

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

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

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

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

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

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.

### **SECTION 3 - NO DISCRIMINATION**

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

**2.10 Section 18 of 1977/79 MOU.** Section 18 of the 1977-1979 MOU between the County and Associated County Employees/AFSCME shall continue for the duration of this MOU.

**2.11 P.E.O.P.L.E.** Employees in classifications represented by Professional & Technical Employees, Local 512, AFSCME, may make voluntary, monetary monthly contributions to P.E.O.P.L.E., said contributions to be deducted from employees' pay by the County and remitted to AFSCME, P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).

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

- A. Initial Determination. When a new class title is established, the 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/her determination.
- B. Final Determination. His/her 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. He/she 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 Resolution 81/1165.

### **SECTION 3 - NO DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation or Union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the

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

extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for the position, or from carrying out the duties of the position safely. There shall be no discrimination because of Union membership or legitimate Union activity against any employee or applicant for employment by the County or anyone employed by the County.

**Americans With Disabilities Act (ADA).** The County and the Union recognize that the County has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement, the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in conflict with any provision of this MOU, the Union will be advised of any such proposed accommodation. Upon request, the County will meet and confer with the Union on the impact of such accommodation. If the County and the Union do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of the Americans With Disabilities Act.

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

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

- a. if their attendance is required by the County at a specific meeting;
- b. if their attendance is sought by a hearing body or presentation of testimony or other reasons;
- c. if their attendance is required for meeting required for settlement of grievances filed pursuant to Section 26 - Grievance Procedure of this Memorandum;
- d. if they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance, provided the meetings are scheduled at reasonable times agreeable to all parties;
- e. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions provided in each case advance arrangements for time away from the employee's work station or

## **SECTION 5 – SALARIES**

assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required;

- f. to attend examination appeal board hearings to assist an employee in making a presentation.

**4.2 Union Representative.** Official representatives of the Union 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 Officer or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed two (2) without prior approval of the Labor Relations Officer, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

Engineering Technician Unit	2
Income Maintenance Program Unit	2
Clerical Supervisory Unit	2
Social Service Staff Specialist Unit	2
Probation Supervisor Unit	2
Property Appraiser Unit	2

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

## **SECTION 5 – SALARIES**

### **5.1 General Wages.**

- A. Effective on July 1, 2012, the base rate of pay for all classifications represented by the Union will be reduced by two and three-quarters percent (2.75%)
- B. Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

### **One Time Lump Sum Payment 2012**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2012:
1. The employee must be employed by the County on or before January 1, 2012;
  2. The employee must be employed on a permanent full time basis on April 1, 2012; and
  3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
    - a. Public Employees Union, Local One
    - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
    - c. United Clerical , Technical & Specialized Employees, AFSCME, Local 2700
    - d. Professional & Technical Employees, AFSCME, Local 512
    - e. Western Council of Engineers
    - f. SEIU, Local 1021, Rank and File Unit
    - g. SEIU, Local 1021, Service Line Supervisors Unit
- B. **PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2012:
1. The employee must be employed by the County on or before January 1, 2012;
  2. The employee must be employed on a permanent part time basis on April 1, 2012; and
  3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
    - a. Public Employees Union, Local One
    - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
    - c. United Clerical , Technical & Specialized Employees, AFSCME, Local 2700
    - d. Professional & Technical Employees, AFSCME, Local 512
    - e. Western Council of Engineers
    - f. SEIU, Local 1021, Rank and File Unit
    - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours (For example: \$500 X (20/40) = \$250).

C. **PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24 (\$500 divided by 2080 hours).

D. **EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a Per Diem basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit

- c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
- d. Professional & Technical Employees, AFSCME, Local 512
- e. Western Council of Engineers
- f. SEIU, Local 1021, Rank and File Unit
- g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24(\$500 divided by 2080 hours).

- E. **LUMP SUM PAYMENT PROCESSED ON MAY 10, 2012 PAY.** The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

**One Time Lump Sum Payment 2013**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2013:
- 1. The employee must be employed by the County on or before January 1, 2012;
  - 2. The employee must be employed on a permanent full time basis on April 1, 2013; and
  - 3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
    - a. Public Employees Union, Local One
    - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
    - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
    - d. Professional & Technical Employees, AFSCME, Local 512
    - e. Western Council of Engineers
    - f. SEIU, Local 1021, Rank and File Unit
    - g. SEIU, Local 1021, Service Line Supervisors Unit
- B. **PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent part time basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours ( $\$500 \times (20/40) = \$250$ ).

- C. **PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit



The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24(\$500 divided by 2080 hours).

- D. **EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:
1. The employee must be employed by the County on or before January 1, 2012;
  2. The employee must be employed on a Per Diem basis on April 1, 2013; and
  3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
    - a. Public Employees Union, Local One
    - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
    - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
    - d. Professional & Technical Employees, AFSCME, Local 512
    - e. Western Council of Engineers
    - f. SEIU, Local 1021, Rank and File Unit
    - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24(\$500 divided by 2080 hours).

- E. **LUMP SUM PAYMENT PROCESSED ON MAY 10, 2013 PAY WARRANT.** The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

**5.2 Detention Differential.** Clerical Supervisors assigned in the Martinez Detention facility and West County Detention Facility shall receive a five percent (5%) base pay salary differential for each hour worked in the facility.

**5.3 Entrance Salary.** New employees shall generally be appointed at the minimum step of the salary range established for the particular class of the 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.

**5.4 Certification Rule.**

- A. Open Employment List. On each request for personnel from an open employment list, ten (10) names shall be certified. If more than one (1) position is to be filled in any class in a department at the same time from the same request for personnel, the number of names to be certified from an open employment list shall be equal to the number of positions to be filled plus nine (9).
- B. Promotional Employment List. On each request for personnel from a promotional employment list, five (5) names shall be certified. If more than one (1) position is to be filled in any class in a department at the same time from the same request for personnel, the number of names to be certified from a promotional employment list shall be equal to the number of positions to be filled plus four (4).

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

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service; provided however, if an employee began work on the first regularly scheduled workday of the month, the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.5.A above.
- C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step, and who then successfully completes the required probationary period.
- F. Outside Appointment. 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.

**5.6 Increments Within Range.** The performance of each employee, except employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.5 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, such date to be set at the time the original report is returned. This decision may be appealed through the grievance procedure.

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

**5.7 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.

**5.8 Compensation for Portion of Month and Permanent-Intermittent Compensation.** 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, which is

calculated on the number of hours in the month worked plus five percent (5%) above the salary step earned.

**5.9 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 5.11 - Salary on Promotion.

**5.10 Salary Reallocation & Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. 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 5.10.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 5.11.

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

**5.12 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.14, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

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

**5.13 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, new salary shall be set at the step next below former salary.

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

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolutions, the salary of the employee shall be set as provided in the deep class resolutions at a step not to exceed a five percent (5%) increase in the employee's base salary.

However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on "Salary on Promotion" if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

**5.15 Pay for Work in Higher Classification.** When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.11 Salary on Promotion of this Memorandum, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- a. The employee is assigned to a program service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- b. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- c. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- d. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for

work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this Memorandum.

- e. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- f. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within one hundred eighty (180) days no additional waiting period will be required.
- g. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- h. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one (1) year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.
- i. Allowable overtime pay, shift differential and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

**5.16 Building Supervisor Differential.** Institutional Supervisor I's in Juvenile Hall will receive a nine percent (9%) differential premium pay when assigned as Building Supervisor, commencing with the first hour worked while substituting for the Institutional Supervisor II.

**5.17 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 employee's option, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

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

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, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

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

When the County notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined. If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

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

### **SECTION 6 - DAYS AND HOURS OF WORK** ***(Effective October 1, 2008 – February 28, 2010)***

**6.1 Normal Work Week & Deviations.** 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 (8) hour days. However, where operational requirements of a department require deviations from the usual pattern of five (5) eight (8) hour days per work week, an employee's work hours may be scheduled to meet these requirements. The Department Head shall prepare written



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

schedules in advance to support all deviations, and encompassing 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 Union prior to implementing said new shift.

The Probation Department agrees to continue a 9/80 work schedule program for those Institutional Supervisor I employees who work the graveyard shift at Juvenile Hall with the following conditions:

- a. The 9/80 program does not negatively impact the operations of the Juvenile Hall graveyard shift;
- b. The 9/80 program will not result in additional staff costs;
- c. The 9/80 work schedule will be optional to the assigned Institutional Supervisor I employee.

**6.2 Work Schedule Re-Opener.** 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. Any changes to the MOU and/or past practice except those necessitated by legal requirements shall be subject to agreement by both parties. If the County believes a change is necessitated by legal requirements, it shall notify the Union of the change and the legal basis thereof. The County shall offer to meet with the Union before the County implements such change.

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

***(Effective on March 1, 2010)***

### **6.1 Definitions**

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

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

**C. Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is

not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.

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

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

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

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

**H. Workweek for Twenty-Four Hour (24) Facility Employees:** For employees who work in a twenty-four (24) hour facility in the Health Services Department, and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

## **6.2 Probation Department – 9/80 Work Schedule.**

The Probation Department agrees to continue a 9/80 work schedule program for those Institutional Supervisor I employees who work the graveyard shift at Juvenile Hall with the following conditions:

- a. The 9/80 program does not negatively impact the operations of the Juvenile Hall graveyard shift;
- b. The 9/80 program will not result in additional staff costs;
- c. The 9/80 work schedule will be optional to the assigned Institutional Supervisor I employee.

## SECTION 7 - OVERTIME AND COMPENSATORY TIME

### **Section 7.1 – Overtime**

***(Effective on October 1, 2008 – February 28, 2010)***

**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 overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

Overtime for permanent employees is earned and credited in a minimum of one-half (1/2) hour increments and is compensated by either pay or compensatory time off.

Employees entitled to overtime credit for holidays in positions which work around the clock (such as the County hospital, the Sheriff's office and jails, and the juvenile hall and boys' ranch) shall be provided a choice as to whether they shall be paid at the overtime rate or shall receive compensatory time off at the rate of one and one-half (1-1/2) hours compensatory time off for each hour 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 specific provision of this accumulation is set forth in Section 13.3 of this MOU. Regular overtime for twenty-four (24) hour institutional employees may be accrued as compensatory time in accordance with Section 7.2 of this MOU.

**7.2 Compensatory Time.** The following provisions shall apply:

- a. Employees may periodically elect to accrue compensatory time off in lieu of overtime pay. Eligible employees must notify their Department Head or his or her designee of their intention to accrue compensatory time off or to receive overtime pay at least thirty (30) days in advance of the change.
- b. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines must elect to accrue compensatory time or they will be paid for authorized overtime hours worked.
- c. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.
- d. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls

below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.

- e. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in D. above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- f. Employees may not use more than one hundred twenty (120) hours of compensatory time off in any fiscal year period (July 1 - June 30).
- g. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
- h. 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.
- i. 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 j. below.
- j. 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 (two-thirds (2/3) the overtime rate) for the employee's current salary whenever:
  - 1. the employee changes status and is no longer eligible for compensatory time off;
  - 2. the employee promotes, demotes or transfers to another department;
  - 3. the employee separates from County service;
  - 4. the employee retires.

- k. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

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

## **SECTION 7 - OVERTIME AND COMPENSATORY TIME**

### **Section 7.1 – Overtime is effective on March 1, 2010.**

**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 overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

Overtime for permanent employees is earned and credited in a minimum of one-half (1/2) hour increments and is compensated by either pay or compensatory time off.

**7.2 Compensatory Time.** The following provisions shall apply:

- a. Employees may periodically elect to accrue compensatory time off in lieu of overtime pay. Eligible employees must notify their Department Head or his or her designee of their intention to accrue compensatory time off or to receive overtime pay at least thirty (30) days in advance of the change.
- b. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines must elect to accrue compensatory time or they will be paid for authorized overtime hours worked.

- c. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.
- d. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- e. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in D. above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- f. Employees may not use more than one hundred twenty (120) hours of compensatory time off in any fiscal year period (July 1 - June 30).
- g. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
- h. 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.
- i. 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 j. below.
- j. 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 (two-thirds (2/3) the overtime rate) for the employee's current salary whenever:
  - 1. the employee changes status and is no longer eligible for compensatory time off;

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

2. the employee promotes, demotes or transfers to another department;
  3. the employee separates from County service;
  4. the employee retires.
- k. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

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

## **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. An employee assigned to on-call time shall be paid one (1) hour of straight time credit for each four (4) hours on such on-call time unless otherwise provided in the supplemental sections of this Agreement. Where on-call arrangements exist, the Department Head shall designate which employees are on-call unless otherwise provided in the supplemental sections of this Agreement.

## **SECTION 10 - SHIFT DIFFERENTIAL**

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**10.1 Shift Differential.** In the hours which qualify for shift differential, employees shall receive five percent (5%) above their base salary rate.

To qualify for shift differential, an employee must have a regularly assigned daily work schedule which requires:

- a. completion of more than one and one-half (1-1/2) hours over the normal actual working time; or
- b. at least four (4) hours of actual working time from 5:00 p.m. through 9:00 a.m. inclusive. However, employees who have been regularly working a shift qualifying for shift differential immediately preceding the commencement of a vacation, paid sick leave period, paid disability or other paid leave, will have shift differential included in computing the pay for their leave. The paid leave of an employee who is on a rotating shift schedule shall include the shift differential that would have been received had the employee worked the shift for which the employee was scheduled during such period. Shift differential shall only be paid during paid sick leave and paid disability as provided above for the first thirty (30) calendar days of each absence.

**10.2 Standards Division Differential.** Associate Appraisers assigned to the Standards Division of the Assessor's Office shall receive a monthly differential in the amount of two and one-half percent (2.5%) of monthly base pay for each month assigned. This differential is in recognition of the additional responsibilities and duties required when assigned to the Standards Division.

The Associate Appraiser in the Standards Division who is assigned the responsibility of providing lead direction and training to subordinate Appraisers shall receive a monthly differential in the amount of two and one-half percent (2.5%) of monthly base pay in addition to the differential described above.

## **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 union and take the following actions:

- a. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- b. Advise employees in those classifications that position reductions may occur in their classifications.



**SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF &  
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- c. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- d. Consider employee requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.
- e. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- f. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team 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.
- g. When it appears to the Department Head and/or Labor Relations Officer that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Officer shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union 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).

**SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF &  
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- 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.
  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 (5%) percent of the former

**SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF &  
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class, as provided in Section 305.2 of the PMRs, 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 County employment. If there remain ties 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 List. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff 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.

**SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF &  
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- 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 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.
  3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
  4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.
  5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.
  6. If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed.
  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.

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- 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 will give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

**11.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

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

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

**11.6 Special Layoff Provisions.**

**SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF &  
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- A. Prior to the layoff of permanent full time employee(s) in any classification of a department, the department will release the same number of temporary employees in that classification and department as the number of permanent employees identified for layoff.
- B. Effective January 1, 2010, employees may transfer, in lieu of layoff and without exhausting their displacement rights within their original department, to a position in another department in the same classification (job code), only if the position in the other department is vacant, funded, already been granted a waiver from a hiring freeze, if any, and a personnel request pursuant to Part 7 of the Personnel Management Regulations to fill that position has been submitted to the Human Resources Department.
- C. Effective January 1, 2010, employees who are laid off and who meet the criteria set forth in subsections 1 through 4, below, may utilize 75% of their seniority to displace the employee having less seniority in the same class in a different department, the least senior employee being displaced first, and so on.

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

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

2. The laid off employee must first exhaust all displacement rights in the employee's department.
3. The laid off employee must have at least four (4) years of seniority in his/her current classification.
4. The laid off employee must meet any additional requirements of the position in the new department, e.g. pass a background investigation or possess a license or certification.
- D. The displacement process set forth in Section 11.6.C will be implemented in accordance with Section 11.2.C and 11.2.D.

- E. A reduction in hours does not constitute a layoff for purposes of subsection C of Section 11.6.
- F. In the event of ties in seniority rights, such ties will be broken by length of last continuous permanent County employment. If there remain ties in seniority, such ties will be broken by random selection among the employees involved.
- G. Each employee who exercises his/her rights set forth in subsections B and C of Section 11.6 must serve a 90-day probationary period in the new department. Any employee who fails to successfully complete this probationary period will be placed on the layoff list for their original displacement class.

The provisions of Section 11.6 expire on June 29, 2013.

**SECTION 12 – HOLIDAYS**

*(Effective October 1, 2008 – February 28, 2010)*

**12.1 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  
Third Monday in February, known as Presidents' Day  
The last Monday in May, known as Memorial Day  
July 4th known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veterans Day  
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.

- b. Each full-time employee shall accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (6 minutes), and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.
- c. This subsection only applies to Institutional Supervisor I's assigned to a 24-hour institution.

The County, in addition to the holidays observed in Section 12.1(A), will observe Admissions Day, Columbus Day and Lincoln's Day, but Institutional Supervisor I's shall not accrue the two (2) hours per month of personal holiday credit as described in Section 12.1(b).

If the observed holiday falls on a Saturday or Sunday, the Institutional Supervisor I shall celebrate the holiday on that Saturday or Sunday (not on the preceding Friday or following Monday).

The Institutional Supervisor I will be paid the overtime rate of pay or holiday comp time for working the holiday in addition to the regular pay for the holiday.

If the observed holiday falls on the day off of the Institutional Supervisor I, the employee shall be given credit for overtime or the equivalent compensatory time credit (holiday credit) for working the holiday or granted time off on the employees next scheduled work day. Employees who are not permitted to take holidays off due to the nature of their work are entitled to overtime pay as specified by this MOU.

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

- a. Employees on the five (5) day 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 credit for any holiday, whether worked or not, observed by employees on the regular schedule.
- c. For all employees, if a work day falls on a scheduled holiday they shall receive overtime pay or equivalent compensatory time credit (Holiday Credit) for working the holiday, or if a holiday falls on the day off of an employee, the employee shall be given straight time pay or equivalent compensatory time credit, unless otherwise provided for in other sections of this MOU.
- d. If any holiday listed in Section 12.1.A above falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed in Section 12.1.A falls on a Sunday, it shall be celebrated on the following Monday.

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



**12.3 Permanent Part-Time Employees.** 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). For employees in the Animal Services Department assigned to units or services on a shift operational cycle (as designated by the appointing authority) which includes Saturday (rather than Monday through Friday, eight (8) hours per day or 9/80 schedule), holidays will be observed on the day on which the holiday falls regardless if it is a Saturday.

**12.4 4/10 Shift - Holidays.**

- A. Holiday Shift Pay. For all employees, if a work day falls on a scheduled holiday, they shall receive overtime pay or equivalent compensatory time credit (Holiday Credit) for working the holiday for the first eight (8) hours worked; or if a holiday falls on the day off of an employee, the employee shall be given straight time pay or equivalent compensatory time credit for eight (8) hours.
- B. Absence on Holiday. The maximum time charged to sick leave, vacation or leave without pay on a holiday shall be two (2) hours.

**12.5 9/80 Shift Holidays.**

- A. Holiday Shift Pay. For all employees, if a work day falls on a scheduled holiday, they shall receive overtime pay or equivalent compensatory time credit (Holiday Credit) for working the holiday for the first eight (8) hours worked; or if a holiday falls on the day off of an employee, the employee shall be given straight time pay or equivalent compensatory time credit for eight (8) hours.
- B. Absence on Holiday. The maximum time charged to sick leave, vacation, or leave without pay on a holiday shall be one (1) hour.

**12.6 Accrual of Holiday Time & Credit.** Employees entitled to holiday credit shall be permitted to elect between pay at the overtime rate or compensatory time off in recognition of holidays worked.

The following procedures shall apply to this selection:

- a. Any person who is eligible and who elects to accrue holiday credit must agree to do so for a full fiscal year (July 1 through June 30), or the remainder thereof.
- b. Employees starting work after a list of those electing to accrue holiday credit has been submitted to the Auditor and approved, will be paid

overtime unless they specifically requested in writing within seven (7) calendar days to be placed on the holiday credit accrual list.

- c. Holiday time shall be accrued at the rate specified above to a maximum of eight (8) hours worked by the employee.
- d. Accrued holiday credit may not be accumulated in excess of two hundred eighty-eight (288) working hours exclusive of regular vacation accruals. After two hundred eighty-eight (288) hours, holiday time shall be paid at the overtime rate as specified above.
- e. Accrued holiday credit may be taken off at times determined by mutual agreement of the employee and the Department Head.
- f. Accrued holiday credit 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.

**12.7 Holiday Schedule – Re-Opener.** The parties agree to reopen the holiday schedule provisions of the Memorandum of Understanding for the purpose of ensuring consistent practices among the departments on holiday scheduling, and compliance with appropriate regulatory requirements. Any changes to the MOU and/or past practice, except those necessitated by legal requirements, shall be subject to agreement by both parties. If the County believes a change is necessitated by legal requirements, it shall notify the Union of the change and the legal basis thereof. The County shall offer to meet with the Union before the County implements such change.

**SECTION 12 - HOLIDAYS**  
***(Effective on March 1, 2010)***

**12.1 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  
Third Monday in February, known as Presidents' Day  
The last Monday in May, known as Memorial Day  
July 4th known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veterans Day  
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.

- B. Effective January 1, 2012, each full-time employee shall accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (6 minutes), and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.
- C. Effective January 1, 2012, Institutional Supervisor I employees assigned to work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1.A, observe Admission Day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

## **12.2 Holiday is Not Worked**

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

Institutional Supervisor I's 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. **Holiday Observed in Excess of Eight (8) Hours:** When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
- C. **Holidays Observed – Part-Time Employees:** Part-time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday in the same ratio as the number of hours the part-time

employee's weekly schedule bears to forty (40) hours, without a reduction in pay, whenever a holiday is observed by the County.

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

Those employees covered by this subsection who before March 1, 2010, moved a holiday that fell on a scheduled day off to the work day preceding or following the holiday, will be given priority for request for time off on the day they would have observed the holiday over other requests for time off. This priority treatment does not apply to scheduled and approved vacation requests already granted to other employees. Further, the County retains the right to determine the maximum number of employees who may take time off work at the same time.

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

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

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

- A. **Holiday Worked by Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules (holiday falls on employee's regularly scheduled day off):** When a full-time employee works on a holiday that falls on the employee's regularly 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) or compensation time at the same rate for all hours worked on the holiday. The employee is entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision applies to employees on 4/10, 9/80, flexible, and alternate work schedules.
- B. See Section 12.3.A when an employee on a regular work schedule works on a holiday.

**12.5 Holiday and Compensatory Time Provisions:**

- A. **Maximum Accruals of Holiday Comp Time:** Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- B. **Pay Off of Holiday Comp Time:** Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for holiday compensatory time.
- C. **Maximum Accruals of Flexible Compensatory Time:** Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- D. **Pay Off of Flexible Comp Time:** Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer assignment, or promotion or demotion into a position that is not eligible for flexible compensatory time.

**12.6 Holidays for Institutional Supervisor I's (ISI) Who Work in Twenty-Four (24) Hour Facilities AND Who Do NOT Accrue Four (4) Hours per Month of Personal Holiday Credit:**

- A. All of the provisions of Section 12 apply to all of the Institutional Supervisor I's who work in twenty-four (24) hour facilities and who do not accrue four (4) hours per month of personal holiday credit.
- B. When a holiday falls on the regularly scheduled day off of a full-time ISI employees who works in a twenty-four (24) hour facility AND who does not accrue four (4) hours per month of personal holiday credit, the employee's regularly scheduled day off moves to the employee's next scheduled work day.
  - 1. **Employee Works on His/Her Next Scheduled Work Day Following the Holiday:** When a full-time employee works on his/her next scheduled work day following the holiday, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on that day.
  - 2. **Employee does NOT work on His/Her Next Scheduled Work Day Following the Holiday:** When a full-time employee does NOT work on his/her next scheduled work day following the holiday, the employee is entitled to the day off, without a reduction in pay, in recognition of his/her regularly scheduled day off.
  - 3. The County retains the right to decide whether an employee will work or not work on the next scheduled work day following a holiday.

**12.7 Provisions for Part-Time Employees and Permanent-Intermittent Employees – Re-opener:** 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.

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

**SECTION 13 - VACATION AND PAID PERSONAL 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 5.8 – Compensation for Portion of Month of this MOU. Vacation credits may be taken in one-tenth hour (6 minute) increments but may not be taken during the first six (6) months of employment 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 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.

**13.3 Vacation Accrual Rates.** For employees in the Social Service Staff Specialist Unit, Probation Supervisor Unit and Sheriff's Non-Sworn Management Unit, 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
30 years and up	23-1/3	560

For employees in the Income Maintenance Program, Engineering Technician, Property Appraiser, and Clerical Supervisory Units, 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

## **SECTION 13 - VACATION AND PAID PERSONAL LEAVE**

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

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

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

#### **Example:**

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

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

#### **Example Two:**

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

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



## **SECTION 13 - VACATION AND PAID PERSONAL LEAVE**

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

### **Example One:**

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

### **Example Two:**

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

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

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

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

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

**13.7 Prorated Accruals.** Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a prorated basis as provided in Section 36-2.006 of Board Resolution 81/1165.

## **SECTION 14 - SICK LEAVE**

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

**14.2 Credits To and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minutes) increments.

Unused sick leave credits accumulate from year to year.

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

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

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

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

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

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

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

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

- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- d. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave

credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:

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

may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

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

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

- a. Employee Responsibilities
  - 1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
  - 2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
  - 3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
  - 4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.
- b. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

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

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

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

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

#### **14.5 Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority 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 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 a physical, medical examination by a licensed physician and/or psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Human Resources Director may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (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.



- 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.

Scope of the Arbitrator's Review.

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
  2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
  3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
  4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.
- M. It is understood that the benefits specified in Section 14 – Sick Leave and Section 17 – Workers' Compensation shall be coordinated with the rehabilitation program as determined by the labor-management committee.

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

**14.7 Integration of SDI Benefits with the County Sick Leave Benefit Program.** Employees eligible for State Disability Insurance benefits and sick leave benefits for any portion of disability shall be required to make application for both benefits. The State Disability Insurance benefits shall be returned to the County to be credited to the employee's sick leave balance on the following basis:

- a. Integration with State Disability Insurance is automatic and cannot be waived.
- b. The amount credited to the employee's sick leave balance shall be converted to sick leave hours by dividing the amount received from State Disability Insurance by the employee's straight-time hourly rate, at the time

of payment, as determined by the appropriate salary schedule for the employee's class of employment.

- c. If the employee is eligible for State Disability Insurance benefits, application must be made and the benefits returned to the County for sick leave credits so that the principle of integration is completed.
- d. In the event an employee is not eligible for sick leave credits from the County, there will be no integration and the employee shall not return State Disability Insurance benefits to the County.
- e. In the event an employee receives sick leave benefits for a portion of the disability period, State Disability Insurance benefits must be utilized to restore only those sick leave hours used during the period of disability.
- f. Restoration of sick leave balances shall be rounded to the nearest one-half (1/2) hour.
- g. In no instance will an employee be allowed to purchase sick leave not accrued.
- h. The County will provide separate accounting for the purchased sick leave to insure that State Disability Insurance benefits are not taxable.

**14.8 Disability Insurance Review Committee.** The County shall continue the Disability Insurance Review Committee consisting of one (1) representative from each employee organization and four (4) management representatives to review and recommend to the Director of Human Resources the feasibility of implementing a self-funded and self-administered disability insurance program.

**14.9 Employee Annual Health Examination.** Employees of the County who work in a Health Services Department facility will annually be required to complete a health questionnaire and take a tuberculosis skin test. A chest X-ray will be required if the employee has previously had a positive reaction to a tuberculosis skin test. However, employees will not be required to take X-ray exams in excess of what is required by applicable Federal and State laws.

Employees will also be requested to be screened for rubella immunity. If the result of the rubella test is negative, the appointing authority or designee will recommend that the employee become immunized. If the employee has direct patient contact and refuses to become immunized, said employee will be relocated to an indirect patient contact area.

**14.10 Confidentiality of Information/Records.** Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

**SECTION 15 - CATASTROPHIC LEAVE BANK**

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

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

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

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donations from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

## **SECTION 16 - STATE DISABILITY INSURANCE (SDI)**

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard one hundred seventy three and thirty three hundredths (173.33) basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

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

## **SECTION 16 - STATE DISABILITY INSURANCE (SDI)**

Effective July 1, 1994, the County will begin a six-month pilot program for employees eligible for State Disability benefits. At the end of the six (6) month pilot program, the County will meet and confer to evaluate whether the plan will be continued. Employees eligible for SDI benefits will be required to make application for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

**16.1 General Provisions.** The California SDI program provides disability benefits beginning on the eighth (8) calendar day of a qualifying disability unless the employee is hospitalized. Upon hospitalization, benefits can be payable from the first day of the disability. If the disability exceeds fourteen (14) calendar days, benefits can be payable from the first day of the disability. The maximum period of State disability payments is up to one (1) year. Determination of SDI payments

## **SECTION 16 - STATE DISABILITY INSURANCE (SDI)**

and eligibility to receive payments is at the sole discretion of the State of California.

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

State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

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

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

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

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

When the SDI benefit is exhausted, sick leave integration terminates, then the employee may use sick leave or other accruals.

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

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

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

## **SECTION 16 - STATE DISABILITY INSURANCE (SDI)**

**16.3 Method of Integration.** Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.

The amount of sick leave charged each employee will be calculated in the following manner:

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

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

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

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

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

**16.4 Definition.** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

**16.5 Conversion to the New SDI Program.** For all employees receiving SDI benefits prior to July 1, 1994, conversion to the new SDI program operated by departmental payroll staff will be coordinated by the Human Resources Department, Benefits Division.

All employee SDI benefit checks received in the Human Resources Department and signed over to the County by June 30, 1994, will be deposited and used to buy back the employee's sick leave, with sick leave credits appearing on the July 10th pay warrants insofar as possible.

All Employee SDI benefit checks received, but not signed over to the County, by June 30, 1994, will be returned to the employee. All employee SDI benefit checks

received after June 30, 1994, will be returned to the employee. In both these situations, no sick leave buy back will be made, regardless of the calendar period to which the benefit checks pertain. Program transfer to departmental payroll staff will be effective July 1, 1994 for the month of July with the first computation of SDI benefits and integration with sick leave under the new program made on the August 10, 1994 pay warrants covering the July 1994 payroll period.

**SECTION 17 - WORKERS' COMPENSATION**

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

- A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.
  
- B. Continuing Pay. Permanent employees shall continue to receive the appropriate percentage as outlined above of their regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation under Workers' Compensation Law set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.. When any disability becomes

## **SECTION 17 - WORKERS' COMPENSATION**

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medically permanent and stationary and/or maximum medical improvement, the salary provided in this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

The County contribution to the employee's group medical plan shall continue during any period of compensable temporary disability absence. Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one (1) injury or illness.

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

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

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



Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted.

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

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

C =  $8 [1 - (W \div S)]$   
C = Sick leave or vacation charge per day (in hours)  
W = Statutory Workers' Compensation for a month  
S = Monthly salary

## **SECTION 18 - LEAVE OF ABSENCE**

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

**18.2 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 any of the following reasons:
1. Illness, disability, or serious health condition;
  2. pregnancy or pregnancy disability;
  3. family care;
  4. to take a course of study such as will increase the employee's usefulness on return to the position;
  5. for other reasons or circumstances acceptable to the appointing authority.

- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 18.5 below.
- E. 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 return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority on granting or denying leave or early return from leave shall be subject to appeal to the Human Resources Director and not subject to appeal through the grievance procedure set forth in this MOU.

**18.3 Furlough Days Without Pay.** Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.8 - Compensation for Portion of Month of this MOU. Full time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation sick leave, floating holiday, and other accrual credits for employees taking furlough time, this provision shall supersede Section 13.4 – Vacation Accrual During Leave Without Pay, Section 14.2 – Credits To and Charges Against Sick Leave, Section 14.6 – Sick Leave Accrual During Leave Without Pay, and Section 18.1 –

Leave Without Pay of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing Voluntary Time Off program shall be continued for the life of the contract.

**18.4 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable Federal or State 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.

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

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

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

**18.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 18.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

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

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

- a. **Child:** A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- b. **Parent:** A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- c. **Spouse:** A partner in marriage as defined in California Civil Code Section 4100.
- d. **Domestic Partner:** An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- e. **Serious Health Condition:** An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by State and Federal law.

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

**18.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.D - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

**18.11 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 18.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 18.5 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 18.12. 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.

**18.12 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration under Section 16 – State Disability Insurance or as provided in the sections below.
- B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond

the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.

- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

**18.13 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Seniority, Workforce Reduction, Layoff, & Reassignment Seniority shall apply.

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

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

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

## **SECTION 19 - JURY DUTY AND WITNESS DUTY**

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

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

## **SECTION 19 - JURY DUTY AND WITNESS DUTY**

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

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

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

If summoned for jury duty in a Superior, or Federal Court, or a 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 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.



## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

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.

**19.2 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 19.1 of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

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

- a. Contra Costa Health Plans (CCHP)
- b. Kaiser Permanente Health Plan
- c. Health Net
- d. Delta Dental
- e. DeltaCare (PMI)

Employee Co-pays for these plans are shown on Exhibit A.

**20.2 Monthly Premium Subsidy:**

A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

1. Contra Costa Health Plans (CCHP), Plan A  
Single: \$ 509.92  
Family: \$1,214.90
2. Contra Costa Health Plans (CCHP), Plan B  
Single: \$528.50  
Family: \$1,255.79
3. Kaiser Permanente Health Plan  
Single: \$478.91  
Family: \$1,115.84
4. Health Net HMO  
Single: \$627.79  
Family: \$1,540.02
5. Health Net PPO  
Single: \$604.60  
Family: \$1,436.25
6. Delta Dental with CCHP A or B  
Single: \$41.17  
Family: \$93.00
7. Delta Dental with Kaiser or Health Net  
Single: \$34.02  
Family: \$76.77
8. Delta Dental without a Health Plan  
Single: \$43.35  
Family: \$97.81
9. DeltaCare (PMI) with CCHP A or B  
Single: \$25.41  
Family: \$54.91
10. DeltaCare (PMI) with Kaiser or Health Net  
Single: \$21.31  
Family: \$46.05
11. DeltaCare (PMI) without a Health Plan

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

Single:       \$27.31  
Family:       \$59.03

- B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

### **20.3 Retirement Coverage:**

- A. Upon Retirement:
  - 1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 20.2 for eligible retirees and their eligible family members.
  - 2. Any person who becomes age 65 on or after January 1, 2010, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
  - 3. For employees hired on or after January 1, 2010, and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

- B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
  2. Life insurance coverage is not included.
  3. To continue health and dental coverage, the employee must:
    - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
    - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
    - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
    - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
  4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement.
  5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A, above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
  7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer retirement.
- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections A and B, above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 20.3 subparts A, B, and C and upon retirement and for the term of this agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 20.3 only, "eligible family members" does not include Survivors of employees or retirees.

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

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.

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

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

**A. Health Insurance**

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

**B. Dental Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) Under age 19; or
    - (2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      - ii. Receives at least 50% of support from Employee; and,
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.

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

**20.6 Dual Coverage.**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. All dependents, as defined in Section 20.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this Section 20.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

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

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

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

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

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

**20.11 Dependent Care Assistance Program.** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside 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.

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

**20.13 Prevailing Section.** To the extent that any provision of this Section (Section 20 Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 20 - Health, Life & Dental Care) will prevail.

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

**20.15 Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid



## **SECTION 21 - PROBATIONARY PERIOD**

enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

### **20.16 Coverage During Absences.**

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

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

## **SECTION 21 - PROBATIONARY PERIOD**

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

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

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

**21.3 Revised Probation 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.

**21.4 Criteria.** The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.

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

fifteen hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full time, credit toward probation completion in the full time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

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

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

**21.6 Regular Appointment.** The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing, except as provided in Section 21.5.A. The appointing authority shall attempt to give a probationary employee five (5) days notice of said rejection.

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 Human Resources Director 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.

**21.7 Layoff During Probation.** An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation. If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

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

## **SECTION 22 - PROMOTION**

**22.1 Competitive Examination.** Promotion shall be by competitive examination unless otherwise provided in this MOU.

**22.2 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.

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

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

- a. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- b. The incumbent of the position must have performed at the higher level for 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 Human Resources Director.
- e. The Union approves such action.

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

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

**22.6 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one-hundredths of one 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.

**22.7 Denial Review.** If the department denies an employee's request for reclassification, upon request of the Union, the denial will be reviewed by the Human Resources Director and appointing authority and the reasons for denial given to the Union in writing.

**22.8 Release Time For Examinations.** Permanent employees shall be granted release time from work without loss of pay to take County promotional examinations or take interviews for a County promotional position provided the employee gives the Department sufficient notice of the need for time off.

**SECTION 23 - TRANSFER**

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

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

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

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

**23.3. Transfer Procedure.** The County will provide the Union with a list of administrative/personnel officers of each County department. It is the responsibility of employees to contact County departments and inform them of their desire to transfer. Employees who transfer from one department to another shall serve a three (3) month probationary period. Provisions of this section do not apply to transfers from eligible lists.

The Human Resources Director will send a list of employees interested in a transfer to all departments with each certification (referral) from an employment list for a vacant position. The appointing authority may contact the employees interested in a transfer and may choose to interview them in relation to the vacancy. The decision of the appointing authority is final. Upon receipt of the proper documents and in accordance with Sections 23.1 and 23.2, employees will be eligible for transfer upon receipt of approval of the Director of Human Resources. Nothing in this section limits the ability of individuals to express their interest in a transfer without having first made a transfer application or restricts an appointing authority from making a transfer appointment of such an individual.

**23.4 Transfer List.** The Human Resources Director will send to all departments an updated transfer list on a monthly basis.

**23.5 Reassignment of Work Location.** Employees desirous of reassignment to a position in the same classification at another work location shall submit a request for reassignment in writing to the Department Head. When openings occur in various work locations, requests for reassignment will be reviewed with consideration given to various factors including but not limited to distance of employee's residence from desired work location and relative length of service of the applicants for a particular location. The Department Head or designated representative shall make the sole determination as to assignment of personnel, except as otherwise provided in the supplemental sections of this MOU. This provision applies to intradepartmental reassignments only. In no event shall reassignments be utilized for disciplinary purposes.

## **SECTION 24 - 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.

**24.1 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.

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

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

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

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

**24.5 Coerced Resignations.**

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy on the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 26 of the MOU beginning with Step 3.

**SECTION 25 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN  
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- 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.

**24.6 Eligibility for Reemployment.** Within one (1) year of resignation in good standing from County service, a person who has had permanent status which included satisfactory completion of probation may make application by letter to the Director of Human Resources for placement on a reemployment list as follows: the class from which the person resigned; or any one class of equal or lesser rank in the occupational series and in which the person had previously attained permanent status; or for any class or deep class which has replaced the class in which the person previously had status, provided that the person meets the minimum requirements for the new class. If the appointing authority of the department from which the person resigned recommends reemployment, the Director of Human Resources shall grant reemployment privileges to the person. Consideration of names from a reemployment list is mandatory if the appointing authority recommended reemployment of the individual(s) listed but is optional for other appointing authorities. Names may be removed from reemployment lists in accordance with the provisions of Section 11.2.J of this MOU.

**SECTION 25 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN  
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**25.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. A temporary reduction in pay will not exceed five percent (5%) of base pay for a period of three (3) months. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions, and dismissal, suspension, temporary reduction in pay, or demotion may be based on reasons other than those specifically mentioned:

- a. absence without leave,
- b. conviction of any criminal act involving moral turpitude,
- c. conduct tending to bring the merit system into disrepute,
- d. disorderly or immoral conduct,
- e. incompetence or inefficiency,
- f. insubordination,



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

**25.2 Skelly Requirements.** Notice of Proposed Action (Skelly Notice). Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- a. A statement of the action proposed to be taken.
- b. A copy of the charges; including the acts or omissions and grounds upon which the action is based.

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

In addition to the Notice of Proposed Action, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action.

If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

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

**25.3 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.

**25.4 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.

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

**25.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Disciplinary Demotion.**

- A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee having permanent status in a position in the

## **SECTION 26 - GRIEVANCE PROCEDURE**

merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.

- B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporary reduction in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U. S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or through the procedures of Section 26 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Human Resources Director 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 26 of this MOU.

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

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

## **SECTION 26 - GRIEVANCE PROCEDURE**

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

Step 1. 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

## **SECTION 26 - GRIEVANCE PROCEDURE**

discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress the grievant 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 grievant may appeal in writing within ten (10) work days to the Director of Human Resources. The Director of Human Resources or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Director of Human Resources or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within twenty (20) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

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

Step 4. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed by the union within ten (10) work days of the written response of the Human Resources Director or designee. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, such grievance shall be submitted in writing to the Director of Human Resources or designee within seven (7) work days requesting referral to mediation (State Mediation and Conciliation Service) or an Adjustment Board. The mediation option is only available with the concurrence of the Human Resources Director or designee. The mediation option terminates on June 30, 2013, and does not continue beyond the expiration date of this MOU without express written agreement of the parties to continue the practice. The Adjustment Board will be comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the County or an elected or

appointed official of the Union presenting this grievance, and three (3) representatives of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff of an organization employed to represent the County in the meeting and conferring process. The Adjustment Board will convene on the second (2<sup>nd</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the Adjustment Board will be placed on the agenda for the next regular meeting. Where the parties agree, the Adjustment Board may be comprised of two (2) Union representatives and two (2) County representatives.

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

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

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

Expedited Board of Adjustment (EBA)

- a. The EBA will be composed of two (2) Coalition Unions representatives from (Local 1, AFSCME 2700, AFSCME 512, SEIU 1021 and/or Western

## **SECTION 26 - GRIEVANCE PROCEDURE**

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

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

### **Procedures**

- a. The EBA will convene on the fourth (4<sup>th</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement.
- b. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
- c. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.

- d. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may, upon request of the Union or the County, waive this provision.
- e. Upon the request of the Union filing the grievance or the County, a continuance of a grievance will be granted until the next session.
- f. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings, unless the attorney is also a union business agent or Human Resources staff.
- g. Meetings will be convened at a central location agreed to by the Unions and the County.
- h. Materials to be presented at the EBA **will not** be shared with the Board members in advance of convening the Board.

The Expedited Board of Adjustment continues as a trial program expanded to apply to all Coalition Unions. The parties will continually assess the effectiveness of the program during the term of the MOU. The Expedited Board of Adjustment Program will terminate on June 30, 2013, and does not continue beyond this expiration date without the express written agreement of the parties to continue the program.

**26.3 Scope of Adjustment Board, Arbitration Decisions, and Expedited Board of Adjustment.**

- A. Decisions of Adjustment Boards, arbitrators, and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Adjustment Board, arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in Subsection 26.1 above.
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No Adjustment Board, arbitrator, or Expedited Board of Adjustment has the power to amend or modify this MOU or written

agreements supplementary hereto or to establish any new terms or conditions of employment.

- D. If the Human Resources Director 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 or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.

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

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

**26.6 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. 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.

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

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



emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

**26.8 Merit Board.**

- A. All grievances of employees in representation units represented by the Union shall be processed under Section 26 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3, 4, and 5 of Subsection 26.1 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.

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

**26.10 Disputes Over Existence of Grievance.** Disputes over whether a grievance exists as defined in Section 26.1 shall be resolved through the grievance procedure.

**26.11 Disqualification From Taking an Exam.** If disqualified from taking an examination, an employee may utilize the appeal process specified in the Personnel Management Regulations for employees disqualified from taking an examination.

**SECTION 27 - BILINGUAL PAY**

A salary differential of eighty dollars (\$80.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be 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. Employees shall not be required to translate without pay except in emergency situations.

Effective January 1, 2007, the current program differential shall be increased to a total of one-hundred dollars (\$100.00) per month.

**SECTION 28 – RETIREMENT CONTRIBUTION**

**28.1 Contribution.** Effective on January 1, 2012, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County

paying any part of the employees' contribution. 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. Except as provided in section 28.3 (Safety Employees Retirement) subsection A, the County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

**28.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.**

- A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty years of age ("2% at 60"). 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 (36) 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 "Tier IV."
- B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.
- C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.
- D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to implement Tier IV. Draft language will be submitted to Coalition representatives and made the subject of the meet and confer process prior to introduction. The Union must support the legislation, in addition to the County.
- E. This Section does not apply to employees of the Contra Costa County Employees Retirement Association (CCCERA).

**28.3 Safety Employees Retirement –**

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

pay part of the employer's contribution for the cost of this retirement benefit.

- B. The County and the Union agree to reopen the agreement to meet and confer no later than March 31, 2008 on 1) the possible implementation of new retirement tiers for current and new safety employees; and 2) the percentage a safety employee would pay of his or her retirement base to pay part of the employer's contribution for the cost of each tier. Any changes in these two subject matter areas will occur only upon the written mutual agreement of the parties.

## **SECTION 29 - REIMBURSEMENT**

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

**29.2 Personal Property Reimbursement.** The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

- a. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- b. Ordinary wear and tear of personal property used on the job is not compensated.
- c. Employee tools or equipment provided without the express approval of the department head and automobiles are excluded from reimbursement.
- d. The loss or damage must have occurred in the line of duty.
- e. The loss or damage was not a result of negligence or lack of proper care by the employee.
- f. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.

## **SECTION 30 - CLASSIFICATION**

- g. The loss or damage to employees' eyeglasses, dentures, or other prosthetic devices did not occur simultaneously with a job connected injury covered by Worker's Compensation.
- h. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- i. The burden of proof of loss rests with the employee.
- j. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to the Personal Property.

**29.3 Reimbursement For Meals.** Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified in the Administrative Bulletin on expense reimbursement when:

- a. The employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.
- b. The employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.
- c. The employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- d. The employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, speakers or honored guests at banquets or other official functions.
- e. The employee is required to work three (3) or more hours of overtime, or the employee is scheduled to work overtime with less than twenty-four (24) hours notice; in this case he or she may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement.

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

## **SECTION 30 - CLASSIFICATION**

Existing classes of positions may be abolished or changed and new classes may be added to the classification plan by the Director of Human Resources subject

## **SECTION 31 - SAFETY AND SAFETY EQUIPMENT REIMBURSEMENT**

to approval by the Board of Supervisors. The County will meet and confer with the Union on the minimum qualifications and salary of new classes.

If the County wishes to add duties to classes represented by the Union, the Union shall be notified, and upon request of Union representatives of the County, will meet and consult with the Union over such duties.

### **SECTION 31 - SAFETY AND SAFETY EQUIPMENT REIMBURSEMENT**

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. The Union may recommend safety guidelines, regulations, training programs and necessary corrective actions concerning conditions associated with the work environment. Representatives of the Union may want to discuss with certain Department Heads the participation of the employees it represents on existing departmental safety committees. If a Department Head agrees, the Union may designate a representative to participate in any established Safety Committee. Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

An employee designated by the Union may participate on each of the established district safety committees within the Department of Employment & Human Services.

**31.1 VDT Users Eye Examination.** The County agrees to provide all classes in the Clerical Supervisory Unit and the Social Services Staff Specialists Unit 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 County 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 ten dollar (\$10) 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 materials not covered by the Plan. The basic plan coverage, including the examination, may be credited toward the employee-enhanced benefit.

**31.2 Safety Shoe & Safety Eyeglass Reimbursement.** The County shall reimburse employees for safety shoes and prescription safety eyeglasses in those classifications the County has determined eligible for such reimbursement.

For each two (2) year period starting January 1, 1994, eligible employees will be allowed reimbursement for the purchase and repair of safety shoes up to a maximum of one hundred sixty dollars (\$160). There is no limitation on the number of shoes or number of repairs allowed other than the amount allowed.

The County will reimburse eligible employees for up to one (1) pair per year of prescription safety eyeglasses which are approved by the County and are obtained from such establishment as required by the County.

### **SECTION 32 - MILEAGE**

The mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service 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.

Mileage from an employee's home to the normal work location is not reimbursable. The normal work location is the location to which an employee is regularly assigned. An employee with more than one (1) normal work location shall be reimbursed for the mileage traveled in the same work day between those work locations.

When an employee is temporarily reassigned to a different work location, mileage will be reimbursed in excess of the normal mileage between the employee's home and the regular work location.

### **SECTION 33 - STAGGERED WORK SCHEDULE**

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

- a. All employees must be present at their office or otherwise engaged in the duties of their position during the core hours of 10:00 a.m. and 3:30 p.m.

## **SECTION 34 - MEAL PERIODS**

- b. Work schedules must remain within the hours of 7:00 a.m. and 7:00 p.m.
- c. The selected staggered work schedule shall consist of the same hours of work each day except for when a schedule including one varying eight hour workday is necessary to provide officer of the day coverage or for other specific circumstances in which the department determines that such a varying schedule is appropriate. The decision of the department head or designee shall be final.
- d. Each employee's proposed staggered schedule must be submitted in writing and approved by the Department Head or designee prior to implementation.
- e. Changes in staggered schedules shall be requested in writing and must have the approval of the Department Head or designee prior to implementation.
- f. Conflicting requests for schedules shall be resolved by the Department Head or designee whose decision shall be final.
- g. It is understood that an individual employee's schedule may be changed due to the needs of the department.
- h. In the event this staggered scheduling provision is found by the department to be inconsistent with the needs of the department, the department shall so advise representatives of the Union and the County and the Union shall meet and confer in an attempt to resolve the inconsistency.

## **SECTION 34 - MEAL PERIODS**

Representatives of the Union may discuss varying meal periods (e.g. one-half (1/2) hour versus a one (1) hour meal period), with designated Department Representatives. Any change in the meal period agreed to by the Union and Department must have final approval from the Department Head.

## **SECTION 35 - PERFORMANCE EVALUATION**

In those instances when there is a written performance evaluation of an employee and the employee is requested to sign the evaluation, the employee shall receive a copy of the evaluation if he/she so requests.

## **SECTION 36 - DISCIPLINARY ACTIONS**

If the employee so requests in writing, a copy of any written disciplinary action affecting an employee it shall be furnished to the Union.

**SECTION 37 - PERSONNEL FILES**

Employees 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. The employee's union representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's union representative for inspection and review at reasonable intervals during the regular business hours of the County. 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 the employee who shall have the right to respond in writing to said documents.

Derogatory material in an employee's personnel file (such as warning letters) over two (2) years old will not be used in a subsequent disciplinary action unless directly related to the action upon which the discipline is taken. Derogatory material does not include prior suspensions, demotions or dismissals for cause.

The County 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 permanent personnel record.

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

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.

Employees have the right to review their official personnel files which are maintained in the Human Resources Department or by their department during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for their review. The custodian of records will certify that the copy is a true and correct copy of the original file. In a case involving a



## **SECTION 38 - SERVICE AWARDS**

grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee.

### **SECTION 38 - 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 39 - REASSIGNMENTS**

**39.1 Request for Reassignment.** The Department of Employment & Human Services shall continue the vacancy information system which lists vacant positions which the department has determined will be filled by intradepartmental reassignment. Positions shall be listed for five (5) working days in department offices prior to filling the position.

Permanent full time employees desirous of reassignment to a position in the same classification at another work location should submit a request in writing to the Department of Employment & Human Services personnel office. Such request will stay in effect for ninety (90) days from the date it is submitted. When it is determined that a vacant position may be filled by intradepartmental transfer, the department will determine from which district the transfer may be made based upon the amount and nature of work, and the names of people from that/those district(s) in the appropriate classification who have indicated a desire to transfer to that location will be submitted to the supervisor who will make a selection. In the event three (3) names are not available through this process, then the gaining supervisor may request additional names from the reemployment/eligible list.

**39.2 Involuntary Reassignments.** In the event an involuntary reassignment must be made, the Department of Employment & Human Services will determine

## **SECTION 40 - UNFAIR LABOR PRACTICE**

the building from which the employee will be reassigned, based on workload statistics. The least senior employee in that building in the appropriate classification will be transferred.

If a vacancy occurs in the same class and in the same geographic area from which an employee was involuntarily reassigned, the Department shall offer the position to the employee who was involuntarily reassigned. If the employee declines the offer, he/she will not be considered for any future vacancies in that geographic area except as provided in Section 39.1 above.

For the purposes of this Section, geographic areas shall be defined as West County, Central County and East County.

**39.3 Social Service Staff Specialists Unit.** S.S. Program Analysts, S.S. Information Systems Analysts and S.S. Sr. Information Systems Analysts and S.S. Staff Development Specialists (hereinafter referred to as Analysts) in this unit, shall have the opportunity to express their desire for reassignments to a position in the same classification at any time in accordance with Section 23.5 – Reassignment of Work Location. Analysts shall be notified of positions vacant and eligible to be filled via memo at their work site. The Department shall interview all interested Analysts in that classification who have responded to the vacancy notification.

Selection of Analysts for reassignment to vacant positions will be reviewed with consideration given to various factors including but not limited to: experience or demonstrated skill appropriate to the position sought; any previous involuntary reassignments; seniority within the classification; operational and programmatic needs of the Department; location of the work assignment relative to the Analyst's place of residence. The Department Head or designated representative shall make the sole determination as to reassignment of personnel.

In the event of an involuntary reassignment, the number of times an Analyst has been involuntarily reassigned shall be considered so as to prevent any Analyst from being involuntarily reassigned more than once in any twelve (12) month period. Analysts involuntarily reassigned will be given priority consideration to return to the assignment and location from which they were reassigned should that vacancy occur and it is determined that the position is to be refilled.

## **SECTION 40 - UNFAIR LABOR PRACTICE**

Either the County or the Union may file an unfair labor practice as defined in Chapter 34-22 of Board Resolution No. 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties, may be heard by a mutually agreed upon impartial third party.

## **SECTION 41 - LENGTH OF SERVICE DEFINITION FOR SERVICE AWARDS AND VACATION ACCRUALS**

### **SECTION 41 - LENGTH OF SERVICE DEFINITION FOR SERVICE AWARDS AND VACATION ACCRUALS**

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

### **SECTION 42 - 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 43 - PERMANENT-INTERMITTENT EMPLOYEE BENEFITS**

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

### **SECTION 44 - PERMANENT-INTERMITTENT HEALTH PLAN**

44.1 A permanent-intermittent employee represented by the Union may participate in the County Group Health Plan of medical, dental and life insurance coverage 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.

44.2 The following benefit program shall be offered to permanent-intermittent employees:

#### **SECTION 44 - PERMANENT-INTERMITTENT HEALTH PLAN**

- a. Program. The County shall offer CCHP Plan A-2 at the subsidy rate below to those permanent-intermittent employees who meet and maintain eligibility.
  - i. Through December 31, 2009, the County will pay the monthly premium subsidy of sixty-four percent (64%) of the cost of the CCHP Plan A-2 premium for a single individual.
  - ii. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A-2 that is equal to sixty percent (60%) of the total monthly premium that is paid for a single individual for the plan in 2010. If there is an increase in the premium charged for a single individual by CCHP Plan A-2 for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health, the County additionally will pay that portion of the premium increase charged for a single individual that exceeds eleven percent (11%) of the 2010 premium.
  - iii. After June 29, 2011, the County will pay a monthly premium subsidy for the CCHP A-2 Plan that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May, 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the CCHP A-2 Plan.
- b. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a permanent-intermittent employee must remain in paid status during each successive month.
- c. Pre-Pay. Employees who have achieved eligibility under the terms of 46.2b will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, employees who meet the eligibility requirements and who have been voluntarily paying the total premium for one of the County Group Health Plans shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
- d. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in C. above for payment for this optional coverage.

## **SECTION 45 - PROVISIONAL EMPLOYEE BENEFITS**

- e. Implementation. Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Permanent-intermittent employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.
- f. Employees who are temporarily ineligible may purchase, at their own cost, the plan in accordance with the procedures set forth by the Contra Costa County Health Plan.

Nothing in Section 44.2 shall prevent an employee from electing health coverage under either Section 44.1 or Section 44.2.

## **SECTION 45 - PROVISIONAL EMPLOYEE BENEFITS**

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

Provisional employees may participate in the County Group Health Plan of medical, dental and life insurance coverage 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 46 - UNION REPRESENTATION OF TEMPORARY EMPLOYEES**

**46.1 Recognition.** AFSCME, Local 512 is the formally recognized employee organization for temporary employees, not including emergency appointments and retiree temporary appointments, who are employed by Contra Costa County in those classifications covered by the MOU between AFSCME, Local 512 and Contra Costa County.

- A. Temporary Employees. Temporary employees hired on or after January 1, 1997 may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.
- B. The County may employ temporary employees in excess of 1600 hours for the following reasons:
  - 1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers' compensation.

## **SECTION 46 - UNION REPRESENTATION OF TEMPORARY EMPLOYEES**

2. While a department is actively recruiting to fill a position.
3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and "closing the assessment roll" season (Assessor).
4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.
5. For short term seasonal work needed by a department, not to exceed 1600 hours.

The County may not replace a temporary employee with another temporary employee except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.

The County will notify the union in advance of the period of the temporary assignment under Subsection 4. and the period of the seasonal assignment under Subsection 5.

- C. Student Worker/Administrative Intern: The County may employ a person as a Student Worker or an Administrative Intern only if that person is enrolled in a school and is performing work for the County that is related to his/her course of study, interest, aptitude, or education, provided however, that a student worker/administrative intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Workers and Administrative Interns may not be used in lieu of hiring regular County employees.
- D. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation."
- E. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours. It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B. above or the

## **SECTION 47 - WORD PROCESSING/VDT DIFFERENTIALS**

reason the temporary agency employee was hired as set forth in paragraph D.

- F. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

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

Effective January 1, 2000, the County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments on a calendar year-to-date basis.

## **SECTION 47 - WORD PROCESSING/VDT DIFFERENTIALS**

**47.1 Buyout of Differential.** Effective April 1, 1992 all job classes in the Clerical Supervisory Unit and the Social Service Staff Specialist Unit will be increased to the closest salary range available that is fifty dollars (\$50) higher than the current salary range at the mid-point step after the general wage increase of thirty (30) levels is added. Effective May 1, 1992 employees in the above units who were receiving VDT or Word Processing Differential shall no longer receive such differential.

**47.2 Continuing Differentials.** All job classes in the Income Maintenance, Probation Supervisor and Engineering Technician Units that currently are eligible for VDT or Word Processing Differential shall not have \$50.00 added to their salary range. However, employees in these job classes who are receiving either a VDT or Word Processing Differential will continue to receive the differential until such time as they vacate their class.

## **SECTION 48 - ENGINEERING TECHNICIAN SPECIAL ISSUES**

**48.1 Rotational Advisory Committee.** The Public Works Department Engineering Rotational Advisory Committee shall be continued through the term of this MOU. The primary purpose of this Committee shall be to make recommendations to the Public Works Director on an annual basis for rotations of Engineering Technicians.

## **SECTION 48 - ENGINEERING TECHNICIAN SPECIAL ISSUES**

The Committee shall consist of two (2) Engineering Technicians and various designated management representatives. The Engineering Technicians shall be selected by the Union. The Committee may additionally include a representative of the Union if requested by the Engineering Technicians representatives.

The Committee may also discuss Engineering Technician rotation procedures and implementation methods, safety and training needs and other related matters.

Rotational Advisory Committee modifications:

Step 1: Prior to rotation selection the department shall circulate all openings and scheduled rotations that are due to rotate to all Engineering Technicians at the same time the rotation notice is circulated.

Step 2: The two union representatives shall receive copies of the openings and scheduled rotations and the employee's choices.

Step 3: The two union representatives shall receive a copy of management's selections.

Step 4: If an employee does not receive one of her or his three choices, the union representatives may call a meeting of the joint labor/management Rotation Advisory Committee. The committee shall meet within five days of the request.

Step 5: The joint labor/management Rotation Advisory Committee shall deliberate and shall make a recommendation to the Public Works Director per Section 48.1.

**48.2 Engineering Technician Bidding Procedure.** When a vacant Senior Level position is made available, the Public Works Department shall bid the position in the following manner:

- a. All Engineering Technicians-Senior Level and qualified Engineering Technicians-Journey Level shall receive a notice of opening.
- b. "Qualified" means an employee shall meet the minimum qualifications of the Engineering Technician-Senior Level designation.
- c. The Departmental Final Selection Interview Panel shall include at least the Division or Assistant Division Head for the Division from where the vacancy occurs and a member of the Administrative Services Division.
- d. The bid notice shall be posted for a minimum of five (5) work days.
- e. Selection shall be made from all interested applicants on the basis of merit and qualifications.



## **SECTION 49 - CLASSIFICATION STUDIES**

When a vacant Journey Level position is made available, the Public Works Department shall bid the position in the following manner:

- a. All Engineering Technicians-Journey Level and qualified Engineering Technicians-Entry Level shall receive a notice of opening.
- b. "Qualified" means an employee shall meet the minimum qualifications of the Engineering Technician-Journey Level designation.
- c. The Departmental Final Selection Interview Panel shall include at least the Division or Assistant Division Head for the Division from where the vacancy occurs and a member of the Administrative Services Division.
- d. The bid notice shall be posted for a minimum of five (5) work days.
- e. Selection shall be made from all interested applicants on the basis of merit and qualifications.

**48.3 Flexible Work Week.** The Public Works Department shall continue a flexible forty (40) hour workweek for Engineering Technicians assigned to the office. Crucial to the continuance of the flexible forty (40) hour workweek will be the impact on service to the public.

**48.4 Continuing Education Allowance.** Employees in classifications in the Engineering Technician Unit shall be eligible to receive a two and one half (2 ½%) Continuing Education Allowance effective the first of the month following adoption of the Memorandum of Understanding by the Board of Supervisors. The employee must annually complete at least sixty (60) hours of approved education or training or at least three (3) units of department approved college credit or approved combination thereof.

## **SECTION 49 - CLASSIFICATION STUDIES**

**49.1 Other Clerical Supervisor Positions.** The County agrees to review and evaluate as necessary any Clerical Supervisor position where it is alleged that Office Manager duties are performed.

## **SECTION 50 - SHERIFF'S DEPARTMENT SHIFT AND HOLIDAY AGREEMENT**

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

**SECTION 51 - PROPERTY APPRAISER UNIT SPECIAL ISSUES**

**51.1 Mileage.** The mileage allowance for use of personal vehicles on County business shall be two cents (\$.02) per mile above the Internal Revenue Service base rate. The base rate 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.

Effective January 1, 2000, in lieu of payment of the aforementioned two cents (\$.02) per mile, the salaries of classifications in the Property Appraisers Unit shall be increased by one (1) level. Beginning January 1, 2000, mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service.

**51.2 Bridged Service Time.** Employees who are rehired and have their service bridged in accordance with the provisions of this MOU shall accrue vacation in accordance with the accrual formula in Section 13,3 0 Vacation Accrual Rates. Prior service time which has been bridged shall count toward longevity accrual.

**51.3 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.

**51.4 Flex-Time.** It is understood that Resolution No. 75/1037 pertaining to flex-time may be applied to the Property Appraisers Unit as well as other County employees. Nothing contained in this MOU prohibits the Department Head from implementing a flex-time system for employees in the Property Appraisers Unit. The Department Head, prior to implementation, shall discuss the implementation of any flex-time system involving employees represented by the Union with the Union. Then the Department shall determine if said flex-time is feasible following a trial period and then shall submit the plan to the County Administrator for approval. Upon written request to the Labor Relations Manager, the Union may request to meet with the Department Head for the purpose of proposing an alternate flexible work schedule.

**51.5 Educational Incentive.** Effective January 1, 2007 classes represented by the Union will be entitled to a salary differential of two and one-half percent (2.5%) of base pay or a minimum of fifty dollars (\$50) per month, whichever is greater, for possession of a certification for educational achievement from at least one of the following:

- a. American Institute of Real Estate Appraisers-Residential Member (RM) designation;
- b. State Board of Equalization-Advanced Appraiser certification;

- c. International Association of Assessing Officers - Residential Evaluation Specialist (RES);
- d. Society of Auditor Appraisers - Master Auditor-Appraiser (MAA) designation;
- e. Society of Real Estate Appraisers - Senior Residential Appraiser (SRA) designation;
- f. Any other certification approved by the County Assessor and the Director of Human Resources.

**51.6 4/10 Summer Schedule.** After the annual assessment rolls have been processed, the Assessor will consider continuation of the annual 4/10 summer schedule, which begins July 1<sup>st</sup> of each year.

## **SECTION 52 - MEALS**

Employees represented by the Union who are employed at the County Hospital and who are required to work on Thanksgiving, Christmas or New Year's will be provided a free meal in the Hospital Cafeteria at no cost to the employee between 6:30 a.m. and 6:30 p.m. only.

## **SECTION 53 - SPECIAL STUDIES/ PROJECTS/ ADJUSTMENTS**

- A. The County will conduct a feasibility study during the term of this MOU to ascertain the advantages and/or disadvantages to County employees of providing an Ineligible Deferred Compensation Plan as described in Section 457(f) of the Internal Revenue Code of 1986.
- B. The Department of Employment & Human Services shall review, on at least a quarterly basis, the amount and nature of work of individuals in the Income Maintenance Program Unit. As possible within budgetary and operational constraints, the Department will attempt to balance the amount and nature of work of individuals in that Unit. There shall be a meeting between the Department of Employment & Human Services and the Union, as necessary, to review and discuss the existing amount and nature of work, and efforts made and considered to balance that work. Summary minutes shall be kept of the discussions and shall be distributed to committee members prior to the next meeting.
- C. The Department of Employment & Human Services and representatives of the Income Maintenance Unit of the Union shall meet to begin

## **SECTION 53 - SPECIAL STUDIES/ PROJECTS/ ADJUSTMENTS**

consideration of the potential impacts future automation could have on the amount and nature of work for this classification.

- D. Attendance Program. There shall be convened a Labor-Management Committee to develop an attendance program for County employees.
- E. The County agrees to meet with representatives of Local 512 to discuss performance evaluation on a County-wide basis but not a County-wide performance form.
- F. Grievance Procedure. Following completion of these negotiations but no later than November 1, 1996, representatives of the County shall meet and confer with representatives of the Labor Coalition in order to develop rules and guidelines governing the conduct and administration of Adjustment Boards.
- G. Bi-Weekly Pay Periods. The County shall present to Labor Coalition a comprehensive proposal for replacement of the current system of monthly pay with a bi-weekly (every other week) pay system.

The Labor Coalition agrees to commence meet and confer on those elements in the proposed bi-weekly payroll system which are within the scope of bargaining and/or on the impact of replacing the current monthly pay system with a bi-weekly system. Any implementation of a bi-weekly pay system must be by mutual agreement of the parties.

Meet and confer on bi-weekly pay may also include as applicable discussion on (1) the proration of vacation and sick leave accruals for permanent part-time employees and (2) discontinuing the payroll practice of applying a factor of 1.05 when computing the base pay hourly equivalent for full-time and part-time permanent employees for the purpose of compensating shift differential, hazard pay, straight-time overtime and straight-time holiday pay. However, these discussions will not be contingent upon any agreement reached regarding bi-weekly pay.

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

Program Design. The Wellness Incentive Program design will include the development of additional wellness activities to compliment the current Employee Wellness Program schedule and collaboration with health plan carriers to develop special programs and activities for County employees

## **SECTION 54 - SPECIAL BENEFITS**

and to encourage participation in their established wellness activities. Special emphasis will be placed on supporting major programs such as: Smoking Cessation, Nutrition/Weight Loss, Brown Bag Seminars, Health Screenings and Health Fairs.

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

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

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

- I. Child Care. The County will continue to support the concept of non-profit child care facilities similar to the "Kids at Work" program established in the Public Works Department.
- J. Differentials. The County and the Labor Coalition agree to establish a Labor/Management Committee comprised of five (5) labor and five (5) management employees to study and recommend actions necessary to standardize payment and application of differentials including, but not limited to, proration for less than full-time employees; the length of payment while on paid sick leave or disability and consistency between percent-based vs. flat-payment differentials.
- K. The County will conduct a classification study of classifications represented by AFSCME Local 512 in the Probation Supervisors Unit. Any increases due as a result of the study shall be retroactive to January 1, 2000.
- L. Name and Address Changes. On a quarterly basis beginning January 1, 2000, the County will provide to the Union an updated list of employee names and addresses.

## **SECTION 54 - SPECIAL BENEFITS**

Incumbents in all classes in the Social Service Staff Specialist Unit, Income Maintenance Unit, Clerical Supervisory Unit, and Probation Supervisors Unit are eligible to receive the following benefits:

- A. Life Insurance. Effective January 1, 2000, \$45,000 Group Term Life Insurance will be provided. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually. Effective January 1, 2000, incumbents in all classes in the Property Appraiser Unit shall be eligible for \$45,000 Group Term Life Insurance. Effective January 1, 2007, \$10,000 Group Term Life Insurance will be provided to the Engineering Technician Unit.
- B. LTD. Long-Term Disability Insurance will be provided, with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits. The premium for this Long-Term Disability Insurance will be paid by the County.
- C. Vacation Buy Back Plan. The County will reimburse up to one-third (1/3) of an employee's annual vacation accrual, subject to the following conditions: (a) the choice can be made only once in each calendar year; (b) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (c) the maximum number of hours that may be reimbursed in any year is one-third (1/3) of the annual accrual at the time of reimbursement.

Employees promoted or hired by the County into any classification represented by AFSCME 512 on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by AFSCME 512 will retain that benefit after promoting into a classification represented by AFSCME 512.

- D. Professional Development. Reimbursement will be provided for up to two hundred dollars (\$200) per fiscal year for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, job-related books, electronic calendars and organizers, and soft and hardware from a standardized County approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Beginning January 1, 2000, employees shall be eligible for reimbursement of up to four hundred dollars (\$400) for each two year period. Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).
- E. Paid Personal Leave. Fifty (50) hours of paid personal leave will be provided during a calendar year. Said personal leave is provided to recognize both the fact that these employees do not and will not receive payment for overtime and the unavailability of compensatory time off for this group of employees.

- F. 1. **Deferred Compensation Incentive.** Effective January 1, 2007, the County's contribution to eligible employees who participate in the County's Deferred Compensation Plan will be seventy-five dollars (\$75.00) per month. To be eligible for this incentive supplement, eligible employees must first contribute a Base Contribution Amount to the Deferred Compensation Plan as follows:

<u>Current Monthly Salary</u>	<u>Monthly Base Contribution Amt. Qualifying Base Contribution Amt.</u>	<u>for Maintaining Program Eligibility</u>
2500 & below	250	50
2501 - 3334	500	50
3335 - 4167	750	50
4168 - 5000	1000	50
5001 - 5834	1500	100
5835 - 6667	2000	100
6668 & above	2500	100

Employees who meet these Base Contribution Amounts must contribute at least fifty dollars (\$50) or one hundred dollars (\$100) per month to remain eligible for the seventy-five dollars (\$75.00) County supplement. Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the seventy-five (\$75.00) County supplement.

To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in Deferred Compensation Contributions because of an approved medical leave, shall not be required to reestablish eligibility.

Employees with a break in deferred compensation contributions because of either an approved medical leave or approved financial hardship withdrawal shall not be required to re-establish eligibility. Further, employees who lose eligibility due to budgetary constraints but maintain contributions at the required level and later return to an eligible position shall not be required to re-establish eligibility.

Eligible employees who participated in the Deferred Compensation Plan prior to May 1, 1992 but were not eligible to receive the County contribution will be given credit towards the qualifying base amount for contributions made after January 1, 1992.

- 2. Deferred Compensation Plan – Special Benefit for Hires After January 1, 2010:** Commencing April 1, 2010, and for the duration of this Agreement, the County will contribute one hundred fifty dollars (**\$150**) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:
- a) The employee was first hired by Contra Costa County on or after January 1, 2010 and,
  - b) The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least twenty (20) hours per week and has been so employed for at least ninety (90) calendar days; and,
  - c) The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,
  - d) The employee has completed, signed and submitted to the Human Resources Department - Employee Benefits Service Unit, the required enrollment form for the account, e.g., the Enrollment Form 457(b).
  - e) The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

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

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

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this Subsection 2, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with Subsection 1, will be added together for



the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

**SECTION 55 - 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 56 - DURATION OF AGREEMENT**

This Agreement will continue in full force and effect from July 1, 2011 to and including June 30, 2013. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the agreement.

**SECTION 57 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION**

**57.1 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.

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

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

**SECTION 57 - SCOPE OF AGREEMENT AND SEPARABILITY OF  
PROVISION**

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**Exhibit A  
AFSCME Local 512**

**MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS**

**Co-Pays**

The health plan co-pays are as follows:

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

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

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

/ \_\_\_\_\_

/ \_\_\_\_\_

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**Coalition Union –AFSCME Local 512:**  
(Signature / Printed Name)

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AFSCME Local 512

2011-2013 MOU

**SECTION 57 - SCOPE OF AGREEMENT AND SEPARABILITY OF  
PROVISION**

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**DEFINITIONS**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
UNITED CLERICAL, TECHNICAL & SPECIALIZED  
EMPLOYEES  
AFSCME, LOCAL 2700**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 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.

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

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

Special provisions and restrictions pertaining to Project employees covered by this MOU are contained in Attachment A which is attached hereto and made a part hereof.

## **DEFINITIONS**

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### **DEFINITIONS**

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

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

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

**County:** Contra Costa County.

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

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

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

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

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

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

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

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

## **DEFINITIONS**

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

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

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

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

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

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

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

**Resignation:** The voluntary termination of permanent employment with the County.

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

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

**Union:** AFSCME Local 2700

## **SECTION 1 - UNION RECOGNITION**

### **SECTION 1 - UNION RECOGNITION**

The Union is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisors' Resolution 81/1165.

General Clerical Unit

### **SECTION 2 - UNION SECURITY**

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

**2.2 Agency Shop.**

- A. The Union 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 Union.
- 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 Union or;
  - 2. pay to the Union, 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 Union 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.

## **SECTION 2 - UNION SECURITY**

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- C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one (1) 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. The Union shall provide the Human Resources Director with copies of a financial report patterned after Form LM-2 pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report not later than June 1st of each 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 Union 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 union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union 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 Union.
- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.
- H. The Human Resources Department shall monthly furnish a list of all new hires to the Union.



## **SECTION 2 - UNION SECURITY**

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

**2.3 Maintenance of Membership.** All employees in units represented by the Union who are currently paying dues to the Union and all employees in such units who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union 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 2.5.

**2.4 Union Dues Form.** Employees hired into classifications represented by the Union shall, as a condition of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.

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

**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Department in writing, between August 1, 2005 and August 31, 2005, any employee may withdraw from Union membership and discontinue paying dues as of the payroll period, commencing September 1, 2005, discontinuance of dues payments to then be reflected in the October 10, 2005 paycheck. Immediately upon close of the above mentioned thirty (30) day period, the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.

**2.6 Communicating With Employees.** The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees

## **SECTION 2 - UNION SECURITY**

represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after consultation with the Union.

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

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

- a. to post literature on bulletin boards;
- b. to arrange for use of a meeting room;
- c. to leave and/or distribute a supply of literature as indicated above;
- d. to represent an employee on a grievance, and/or to contact a union officer on a matter within the scope of representation.

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

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

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

### **SECTION 3 - NO DISCRIMINATION/HARASSMENT**

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

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

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

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

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

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

**2.10 Section 22 of 1977-79 MOU.** Section 22 of the 1977-1979 Memorandum of Understanding between the County and United Clerical Employees shall continue for the duration of this MOU.

**2.11 P.E.O.P.L.E.** Employees in classifications represented by United Clerical, Technical & Specialized Employees, Local 2700, AFSCME may make a voluntary, monetary monthly contribution to P.E.O.P.L.E., said contributions to be deducted from employees' pay by the County and remitted to AFSCME, P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).

### **SECTION 3 - NO DISCRIMINATION/HARASSMENT**

There shall be no discrimination because of sex, race, creed, color, national origin, sexual orientation or union activities against any employee or applicant for

#### **SECTION 4 - SHOP STEWARDS / OFFICIAL REPRESENTATIVES**

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. There shall be no discrimination because of Union membership or legitimate Union activity against any employee or applicant for employment by the County or anyone employed by the County.

The County agrees to abide by its Anti-Harassment Policy.

**3.1 Americans With Disabilities Act (ADA).** The County and the Union recognize that the County has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in conflict with any provision of this MOU, the Union will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Union on the impact of such accommodation. If the County and the Union do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of ADA.

#### **SECTION 4 - SHOP STEWARDS / OFFICIAL REPRESENTATIVES**

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

- a. if their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.
- b. if their attendance is sought by a hearing body or presentation of testimony or other reasons;
- c. if their attendance is required for a meeting necessary for settlement of grievances filed pursuant to Section 26 - Grievance Procedure of this MOU and scheduled at reasonable times agreeable to all parties;
- d. if they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties;
- e. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions provided in each case advance arrangements for time away from

## **SECTION 5 – SALARIES**

the employee's work station or assignment are made with the appropriate Department Head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required;

- f. to attend examination appeal board hearings to assist an employee in making a presentation.

**4.2 Union Representatives.** Official representatives of the Union 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 advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

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

**4.3 Release Time For Training.** The County shall provide the Union a maximum of 320 total hours per year of release time for union designated stewards or officers to attend union-sponsored training programs. Requests for release time shall be provided in writing to the Department and County Human Resources at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved, within one (1) week of receipt.

## **SECTION 5 – SALARIES**

### **5.1 General Wages.**

- A. Effective on July 1, 2012, the base rate of pay for all classifications represented by the Union will be reduced by two and three quarters percent (2.75%).
- B. **Longevity Pay.** Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.
- C. **Shift Differential.** In the hours which qualify for shift differential, employees shall receive five percent (5%) above their base salary rate. To qualify for shift differential, an employee must have a regularly assigned daily work schedule which requires:

## **SECTION 5 – SALARIES**

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1. Completion of more than one and one-half (1-1/2) hours over the normal actual working time; or
  2. at least four (4) hours of actual working time from 5:00 p.m. through 9:00 a.m. inclusive. However, employees who have been regularly working a shift qualifying for shift differential immediately preceding the commencement of a vacation, paid sick leave period, paid disability or other paid leave, will have shift differential included in computing the pay for their leave. The paid leave of an employee who is on a rotating shift schedule shall include the shift differential that would have been received had the employee worked the shift for which the employee was scheduled during such period. Shift differential shall only be paid during paid sick leave and paid disability as provided above for the first thirty (30) calendar days of each absence.
- D. **Bilingual Pay.** 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 Human Resources Director. Said differential shall be prorated for employees working less than full time. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. The Union shall be notified when such designations are made.

### **One Time Lump Sum Payment 2012**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2012:
1. The employee must be employed by the County on or before January 1, 2012;
  2. The employee must be employed on a permanent full time basis on April 1, 2012; and
  3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
    - a. Public Employees Union, Local One
    - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
    - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
    - d. Professional & Technical Employees, AFSCME, Local 512
    - e. Western Council of Engineers
    - f. SEIU, Local 1021, Rank and File Unit

## **SECTION 5 – SALARIES**

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g. SEIU, Local 1021, Service Line Supervisors Unit

B. **PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent part time basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours (For example:  $\$500 \times (20/40) = \$250$ ).

C. **PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers

## **SECTION 5 – SALARIES**

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- f. SEIU, Local 1021, Rank and File Unit
- g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24 (\$500 divided by 2080 hours).

- D. **EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

- 1. The employee must be employed by the County on or before January 1, 2012;
- 2. The employee must be employed on a Per Diem basis on April 1, 2012; and
- 3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24 (\$500 divided by 2080 hours).

- E. **LUMP SUM PAYMENT PROCESSED ON MAY 10, 2012 PAY WARRANT.** The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

### **One Time Lump Sum Payment 2013**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2013:

- 1. The employee must be employed by the County on or before January 1, 2012;



## **SECTION 5 – SALARIES**

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2. The employee must be employed on a permanent full time basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

**B. PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent part time basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours ( $\$500 \times (20/40) = \$250$ ).

**C. PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

## **SECTION 5 – SALARIES**

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1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24(\$500 divided by 2080 hours).

**D. EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a Per Diem basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24(\$500 divided by 2080 hours).

## **SECTION 5 – SALARIES**

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### **E. LUMP SUM PAYMENT PROCESSED ON MAY 10, 2013 PAY**

**WARRANT.** The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

**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.

### **5.3 Certification Rule.**

A. **Open Employment List.** On each request for personnel from an open employment list, ten (10) names shall be certified. If more than one position is to be filled in any class in a department at the same time from the same request for personnel, the number of names to be certified from an open employment list shall be equal to the number of positions to be filled plus nine (9).

B. **Promotional Employment List.** On each request for personnel from a promotional employment list, five (5) names shall be certified. If more than one position is to be filled in any class in a department at the same time from the same request for personnel, the number of names to be certified from a promotional employment list shall be equal to the number of positions to be filled plus four (4).

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

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

B. **Promotions.** The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.4.A above.

C. **Demotions.** The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.

D. **Transfer, Reallocation and Reclassification.** The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.

## **SECTION 5 – SALARIES**

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- 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. **Outside Appointments.** 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.

**5.5 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 5.4 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, such date to be set at the time the original report is returned. This decision may be appealed through the Grievance Procedure.

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

**5.6 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

## **SECTION 5 – SALARIES**

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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.

**5.7 Compensation for Portion of Month and Permanent-Intermittent Compensation.** 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, which is calculated on the number of hours in the month worked plus five percent (5%) above the salary step earned.

**5.8 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 5.10 - Salary on Promotion.

### **5.9 Salary Reallocation & Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.9.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

## **SECTION 5 – SALARIES**

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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, or 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 5.9.

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

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

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the

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

**5.12 Salary on Voluntary Demotion.** Whenever any employee voluntarily demotes to a position in a class having a salary range 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.

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

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolutions, the salary of the employee shall be set as provided in the deep class resolutions at a step not to exceed a five percent (5%) increase in the employee's base salary.

However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on "salary on promotion" if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

**5.14 Pay for Work in Higher Classification.** When an employee in a permanent position in the Merit System is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.10 - Salary on Promotion of this Memorandum, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- a. The employee is assigned to a program, service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- b. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the

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duties and responsibilities of the position of the higher classification.

- c. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- d. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.
- e. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- f. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one-hundred-eighty (180) days, no additional waiting period will be required.
- g. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- h. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment shall remain unchanged.
- i. Allowable overtime pay, shift differential and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

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

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,



## **SECTION 5 – SALARIES**

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2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least twenty (20) hours per week and has been so employed for at least ninety (90) calendar days; and,
3. The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,
4. The employee has completed, signed, and submitted to the Human Resources Department- Employee Benefits Service Unit, the required enrollment form for the account, e.g., the Enrollment Form 457(b).
5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

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

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

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

**5.16 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.

## **SECTION 5 – SALARIES**

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

An election to receive or discontinue an advance shall not be made more than twice in any calendar year or during the first month of employment by filing forms prepared by the Auditor-Controller.

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, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

**5.17 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 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 two (2) year 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 Human Resources Director or designee, or the Auditor-Controller or designee.

Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined. If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

**5.18 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. 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

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

meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than two (2) years from the date upon which the complaint was filed.

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

***(Effective October 1, 2008 – February 28, 2010)***

1. 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 (8) hour days. However, where operational requirements of a department require deviations from the usual pattern of five (5) eight (8) hour days per work week, an employee's work hours may be scheduled to meet these requirements. The Department Head shall prepare written schedules in advance to support all deviations and encompassing the complete operational cycle contemplated.

2. 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 Union prior to implementing said new shift.

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

***(Effective on March 1, 2010)***

### **6.1 Definitions**

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

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

**C. Flexible Work Schedule.** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.

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

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

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

calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.

**F. Workweek for Employees on Regular, Alternate, Flexible, 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.

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

**H. Workweek for Twenty-Four Hour (24) Facility Employees.** For employees who work in a twenty-four (24) hour facility in the Health Services Department and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

**6.2 Four/Ten (4/10) Shifts.** If the County wants to eliminate any existing 4/10 shift and substitute a 5/8 shift or to institute a 4/10 shift which does not allow for three (3) consecutive days off (excluding overtime days or a change of shift assignment), or change existing work schedules or existing hours of work, it will meet and confer with the Union prior to implementing said new shift or hours change. This obligation does not apply where there is an existing system for reassigning employees to different shifts or different starting/stopping times. Nothing herein prohibits affected employees and their supervisor from mutually agreeing on a change in existing hours of work provided other employees are not adversely impacted.

**6.3 Written Schedules.** The Department Head shall prepare written schedules in advance to support all deviations and encompassing the complete operational cycle contemplated.

### **6.4 Shift Bidding Policy.**

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

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

## **SECTION 7 - OVERTIME AND COMPENSATORY TIME**

employee obtains permanent status, seniority shall be calculated from the first day of permanent department employment.

**B. Animal Services Department.** Work schedules shall be placed up for bid every four (4) months and shall take place two (2) weeks prior to each bid period. Work schedule bids will include the shift times and work location. Seniority for work schedule bids is based on departmental seniority as a permanent employee within the Clerical classifications.

**6.5 Flex-Time.** It is understood that Resolution No. 75/1037 pertaining to flex-time may be applied to clerical employees as well as other County employees. Nothing contained in this MOU prohibits the Department Head from implementing a flex-time system for clerical employees. The Department Head prior to implementation shall discuss the implementation of any flex-time system involving employees represented by the Union with the Union. Then the department shall determine if said flex-time is feasible following a trial period and then shall submit the plan to the County Administrator for approval. Upon written request to the Labor Relations Manager, the Union may request to meet with a Department Head for the purpose of proposing an alternate flexible work schedule.

## **SECTION 7 - OVERTIME AND COMPENSATORY TIME**

### **Section 7.1 Overtime – Effective October 1, 2008–February 28, 2010.**

**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 overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

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

Employees entitled to overtime credit for holidays in positions which work around the clock (such as the County hospital, the Sheriff's office and jails, and the juvenile hall and boys' ranch) shall be provided a choice as to whether they shall be paid at the overtime rate or shall receive compensatory time off at the rate of one and one-half hours compensatory time off for each hour 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 specific provisions of this accumulation are set forth in Section 12.6 of this MOU. Regular overtime for twenty-four (24) hour institutional employees may be accrued as compensatory time in accordance with Section 7.2 of this MOU.

**7.2 Compensatory Time.** The following provisions shall apply:

## **SECTION 7 - OVERTIME AND COMPENSATORY TIME**

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

## **SECTION 7 - OVERTIME AND COMPENSATORY TIME**

department, the employee's accrued compensatory time off balance will be carried forward with the employee.

- i. 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 below.
- j. 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 (two-thirds (2/3) the overtime rate) for the employee's current salary whenever:
  - 1. the employee changes status and is no longer eligible for compensatory time off;
  - 2. the employee promotes, demotes or transfers to another department;
  - 3. the employee separates from County service;
  - 4. the employee retires.
- k. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

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

## **SECTION 7 - OVERTIME AND COMPENSATORY TIME**

### **Section 7.1 Overtime - Effective March 1, 2010.**

## **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 overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

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

- a. **Overtime Distribution.** Overtime will be offered on a rotational basis beginning with the most senior qualified person and will rotate down the list of all employees in the classification who normally perform the work in the Department, Division, or Bureau, as determined by the appointing authority or designee. If the assignment requiring overtime is continuous, the overtime will be offered on the above-described rotational basis to permit all eligible employees the opportunity to work overtime. If there are no volunteers, overtime will be assigned in inverse order of seniority and will rotate up the list of employees.

**7.2 Compensatory Time.** The following provisions shall apply:

- a. Employees may periodically elect to accrue compensatory time off in lieu of overtime pay. Eligible employees must notify their Department Head or his or her designee of their intention to accrue compensatory time off or to receive overtime pay at least thirty (30) days in advance of the change.
- b. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines must elect to accrue compensatory time or they will be paid for authorized overtime hours worked.
- c. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.
- d. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.



## **SECTION 7 - OVERTIME AND COMPENSATORY TIME**

- e. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in d. above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- f. Employees may not use more than one hundred twenty (120) hours of compensatory time off in any fiscal year period (July 1 - June 30).
- g. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee would be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
- h. 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.
- i. 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 below.
- j. 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 (two-thirds (2/3) the overtime rate) for the employee's current salary whenever:
  - 1. the employee changes status and is no longer eligible for compensatory time off;
  - 2. the employee promotes, demotes or transfers to another department;
  - 3. the employee separates from County service;
  - 4. the employee retires.
- k. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

## **SECTION 8 - CALL BACK TIME/ ON-CALL DUTY**

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

## **SECTION 8 - CALL BACK TIME/ ON-CALL DUTY**

- A.** 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.
- B.** 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. An employee assigned to on-call time shall be paid one (1) hour of straight time credit for each four (4) hours on such on-call time unless otherwise provided in the supplemental sections of this Agreement. Where on-call arrangements exist, the Department Head shall designate which employees are on-call unless otherwise provided in the supplemental sections of this Agreement.

## **SECTION 9 – HAZARD PAY & CODE GRAY CALLS**

**9.1 Hazard Pay.** Employees who work in the following designated areas shall receive a five percent (5%) base pay salary differential for each hour worked in the hazardous area provided, however, that in the event the conditions in these areas are improved so that the hazardous conditions no longer exist such differential will no longer be applicable.

- a. Animal Services Department
- b. Reception Center of the CCRMC Emergency Department
- c. Mental Health Screening Unit of the Health Services Dept.
- d. Conservatorship Office in Martinez

## **SECTION 9 – HAZARD PAY & CODE GRAY CALLS**

- e. Employee who accompanies medical staff into inmate areas of the County Detention Facility
- f. Employee assigned to work in the reception and transportation areas of the Martinez Detention Facility
- g. Clerical employees assigned to work in the Martinez Detention Facility and West County Detention Facility.
- h. Reception Center of CCRMC Building 1
- i. Any other employee who the Board of Supervisors may by resolution authorize

Positions designated under category “h” shall only be eligible for Hazard Pay if they were employed in the positions prior to July 1, 2006. On September 30, 2008, Hazard Pay will sunset and be discontinued for employees deemed eligible under category “h” above.

The effective date of the Hazard Pay for clerical employees assigned to work in the Martinez Detention Facility and the West County Detention Facility will be July 1, 2006.

Employees leaving positions designated under category “h” during the term of this Memorandum of Understanding shall no longer be eligible for the Hazard Pay differential once they have left the position; and the position vacated, once filled, will no longer be eligible for Hazard Pay.

The parties shall meet and confer on or before July 1, 2008, to establish a Detention Facility salary differential or adjust the base pay salary for the clerical employees who work in the Martinez Detention Facility and West County Detention Facility positions designated under Section 9.1 Hazard Pay & Code Gray Call item g”. Once the Detention Facility base pay has been determined and established, Hazard Pay for the staff outlined in Section 9.1 Hazard Pay & Code Gray Call item “g”, will no longer be eligible for Hazard Pay.

**9.2 Code Gray Calls.** A ten percent (10%) base pay salary differential shall be paid for those shifts on which employees in classifications represented by Local 2700 are specifically assigned by the administration to respond to emergency code gray-calls if said employees do not qualify for other hazard assignment differential. A five percent (5%) base pay salary differential shall be paid for those shifts in which said employees are specifically assigned to respond to emergency code gray calls if said employees qualify for other hazard assignment differential, said five percent (5%) to be in addition to the hazard pay differential.

It is understood that acceptance of the assignment to code gray is voluntary. Additionally, acceptance of the assignment to code gray is conditional on an employee(s) having successfully completed required training. It is further

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understood that the above referenced salary differential is based on an employee(s) actually being assigned to code gray.

### **SECTION 10 – FLEXIBLY STAFFED & DEEP CLASS**

The County shall continue to provide for flexible staffing and departmental certification for all positions in the following classes:

#### **Flexibly Staffed Positions**

- Account Clerk-Project
- Animal Services Clerk
- Assessor's Loc Exemptions Spec
- Cal Works Clerk-Exp Level-Project
- Information Systems Assistant I
  
- Information Systems Assistant II
- Intermediate Typist Clerk-Project
- Payroll Technician
- Retirement Accounting Spec I
- Retirement Accounting Spec II
- Retirement Accounting Spec III
- Retirement Counselor I
- Retirement Counselor II
- Retirement Counselor III

#### **Deep Class Positions**

- Secretary – Journey Level
- Secretary – Advanced Level
- Account Clerk – Advanced Level
- Account Clerk – Experienced Level
- Account Clerk – Beginning Level
- Clerk – Beginning Level (T)
- Clerk – Experienced Level
- Clerk – Senior Level
- Clerk – Specialist Level
- Clerk – Beginning Level (NT)

If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to promote an employee on the first of the month when eligible, said appointment shall be made retroactive to the first of the month when eligible. An employee who is denied a promotion to a flexibly staffed position may appeal such denial to the Merit Board.

### **SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF, & REASSIGNMENT**

## **SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF, & REASSIGNMENT**

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

- a. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- b. Advise employees in those classifications that position reductions may occur in their classifications.
- c. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- d. Consider employee requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.
- e. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- f. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team 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.
- g. When it appears to the Department Head and/or Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Manager shall notify the Union of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action.

## **SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF, & REASSIGNMENT**

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### **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.
  - 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 Human Resources Director or designee retain their permanent full time employee seniority rights for layoff purposes only and may in a later layoff displace a full time employee with less seniority as provided in these rules.

## **SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF, & REASSIGNMENT**

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- 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 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.

Seniority – Animal Services Clerk. The Contra Costa County Board of Supervisors in its capacity as governing Board of the County of Contra Costa and all districts of which it is ex-officio governing Board resolved that effective December 1, 2009, employees who move from the classification of Animal Services Clerk (BJXB) to the Clerk Deep Class will retain classification seniority as follows:

1. New Hires into Animal Services Clerk: New hires into the classification of Animal Services Clerk (BJXB) hired on or after the effective date of this resolution and who are subsequently moved into the Clerk Deep Class will retain their Animal Services Clerk classification seniority.
2. Current and Former Animal Services Clerks: Employees encumbering positions in the classification of Animal Services Clerk (BJXB) on the effective date of this Resolution and who are

## **SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF, & REASSIGNMENT**

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subsequently moved into the Clerk Deep Class will retain their Animal Services Clerk classification seniority.

Employees who formerly held permanent status in the classification of Animal Services Clerk (BJXB) and who are currently employed by Contra Costa County as a permanent employee on the effective date of this Resolution with no breaks in service shall be credited with time served as an Animal Services Clerk in the Clerk Deep Class (Resolution No. 2010/83).

- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced or demoted or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply, except, that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the layoff 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 that salary range the employee held on the day of layoff.



## **SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF, & REASSIGNMENT**

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

1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
2. On evidence that the eligible cannot be located by postal authorities.
3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.
5. If the eligible fails to respond to the Human Resources Director or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

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

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

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

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

## **SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF, & REASSIGNMENT**

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

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

### **11.5 Reassignment Due to Layoff/Displacement.**

**A. Reassignment Procedures.** When reassignment is necessary due to layoff, the affected Department will use the below listed procedure:

1. The Department will identify the classification(s) and position(s) for which reassignment(s) is/are necessary.
2. Employees will first be given the opportunity to volunteer for vacancies. If there are insufficient volunteers, employees will be reassigned on the basis of seniority.
3. When there are insufficient volunteers for the number of available positions, the least senior qualified affected employee will be reassigned to the vacant position, followed by the next least senior employee, and so on, in inverse order of seniority, until all vacant assignments are filled.

For purposes of involuntary reassignment in this section, "seniority" is defined as seniority within classification. Nothing in this section prohibits an employee from exercising his/her layoff displacement rights.

**B. Reassignment Back to Pre-Layoff Status.** 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

## **SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF, & REASSIGNMENT**

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.

### **11.6 Special Layoff Provisions.**

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

#### **Job Classification**

Cook  
Lead Cook  
Custodian  
Clerk Specialist  
Clerk Senior  
Clerk Experienced  
Clerk Beginning  
Driver Clerk  
Eligibility Work Specialist

#### **Job Code**

1KWA  
1KTA  
GK7A, GKWB  
JWXD  
JWXC  
JWXB  
JWXA, JWXE  
9QWA  
XHTB

- 2. The laid off employee must first exhaust all displacement rights in the employee's department.
- 3. The laid off employee must have at least four (4) years of seniority in his/her current classification.
- 4. The laid off employee must meet any additional requirements of the position in the new department, e.g. pass a background investigation or possess a license or certification.

## **SECTION 12 - HOLIDAYS**

- D. The displacement process set forth in Section 11.6.C will be implemented in accordance with Section 11.2.C and D.
- E. A reduction in hours does not constitute a layoff for purposes of subsection C of Section 11.6.
- F. In the event of ties in seniority rights, such ties will be broken by length of last continuous permanent County employment. If there remain ties in seniority, such ties will be broken by random selection among the employees involved.
- G. Each employee who exercises his/her rights set forth in subsections B and C of Section 11.6 must serve a 90-day probationary period in the new department. Any employee who fails to successfully complete this probationary period will be placed on the layoff list for their original displacement class.

The provisions of Section 11.6 expire on June 29, 2013.

**11.7 Further Study.** The County agrees to meet with the Labor Coalition for study of the concept of employee's waiver of displacement rights in a layoff.

## **SECTION 12 - HOLIDAYS**

*(Effective October 1, 2008 – February 28, 2010)*

**12.1 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. Martin Luther King, Jr. Day  
Third Monday in February, known as Presidents Day  
The last Monday in May, known as Memorial Day  
July 4th known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veterans Day  
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.

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

## **SECTION 12 - HOLIDAYS**

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

- a. Employees on the five (5) day 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 credit for any holiday, whether worked or not, observed by employees on the regular schedule.
- c. For all employees, if a work day falls on a scheduled holiday they shall receive overtime pay or equivalent compensatory time credit (Holiday Credit) for working the holiday, or if a holiday falls on the day off of an employee, the employee shall be given straight time pay or equivalent compensatory time credit.
- d. If any holiday listed in Section 12.1.A falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed in Section 12.1.A falls on a Sunday, it shall be celebrated on the following Monday.
- e. For employees in the Health Services Department assigned to units or services on a shift operational cycle which includes Saturday or Sunday as designated by the appointing authority (rather than Monday through Friday eight (8) hours per day or a designated "4/10" or "9/80" schedule) holidays shall be observed on the day on which the holiday falls, regardless if it is a Saturday or Sunday.
- f. For employees in the Animal Services Department assigned to units or services on a shift operational cycle (as designated by the appointing authority) which includes Saturday (rather than Monday through Friday, eight (8) hours per day or 9/80 schedule); holidays will be observed on the day on which the holiday falls regardless if it is a Saturday.

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

**12.3 Permanent Part-Time Employees.** 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). 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.

## **SECTION 12 - HOLIDAYS**

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### **12.4 4/10 Shift - Holidays.**

- A. Holiday Shift Pay. For all employees, if a work day falls on a scheduled holiday, they shall receive overtime pay or equivalent compensatory time credit (Holiday Credit) for working the holiday for the first eight (8) hours worked; or if a holiday falls on the day off of an employee, the employee shall be given straight time pay or equivalent compensatory time credit for eight (8) hours.
- B. Absence on Holiday. The maximum time charged to sick leave, vacation or leave without pay on a holiday shall be two (2) hours.

### **12.5 9/80 Shift Holidays.**

- A. Holiday Shift Pay. For all employees, if a work day falls on a scheduled holiday, they shall receive overtime pay or equivalent compensatory time credit (Holiday Credit) for working the holiday for the first eight (8) hours worked; or if a holiday falls on the day off of an employee, the employee shall be given straight time pay or equivalent compensatory time credit for eight (8) hours.
- B. Absence on Holiday. The maximum time charged to sick leave, vacation, or leave without pay on a holiday shall be one (1) hours.

**12.6 Accrual of Holiday Time & Credit.** Employees entitled to holiday credit shall be permitted to elect between pay at the overtime rate or compensatory time off in recognition of holidays worked.

The following procedures shall apply to this selection:

- a. Any person who is eligible and who elects to accrue holiday credit must agree to do so for a full fiscal year (July 1 through June 30), or the remainder thereof.
- b. Employees starting work after a list of those electing to accrue holiday credit has been submitted to the Auditor and approved, will be paid overtime unless they specifically request in writing within seven (7) calendar days to be placed on the holiday credit accrual list.
- c. Holiday time shall be accrued at the rate specified above to a maximum of eight (8) hours worked by the employee.
- d. Accrued holiday credit may not be accumulated in excess of two hundred eighty-eight (288) working hours exclusive of regular vacation accruals. After two hundred eighty-eight (288) hours, holiday time shall be paid at the rates specified above.

## **SECTION 12 – HOLIDAYS**

- e. Accrued holiday credit may be taken off at times determined by mutual agreement of the employee and the Department Head.
- f. Accrued holiday credit 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.

## **SECTION 12 – HOLIDAYS**

*(Effective March 1, 2010)*

**12.1 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. Martin Luther King, Jr. Day  
Third Monday in February, known as Presidents Day  
The last Monday in May, known as Memorial Day  
July 4th known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veterans Day  
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.

- B. Effective January 1, 2012, each full-time employee shall accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (6 minutes), and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.

## **12.2 Holiday is NOT Worked.**

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

## **SECTION 12 – HOLIDAYS**

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- B. Holiday Observed in Excess of Eight (8) Hours.** When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use on one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
- C. Holidays Observed – Part-Time Employees.** Part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours the part time employee's weekly schedule bears to forty (40) hours.
- D. Holiday on Regular Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules.** When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive flexible compensatory time or pay at the rate of 1.0 times his/her base rate of pay in recognition of his/her regularly scheduled day off.

Those employees covered by this subsection who before March 1, 2010, moved a holiday that fell on a scheduled day off to the work day preceding or following the holiday, will be given priority for request for time off on the day they would have observed the holiday over other requests for time off. This priority treatment does not apply to scheduled and approved vacation requests already granted to other employees. Further, the County retains the right to determine the maximum number of employees who may take time off work at the same time.

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

- A. Holiday Worked by Full-Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules (holiday falls on employee's regularly scheduled work day).** When a full time employee works on a holiday that falls on the employee's regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, for all hours worked up to a maximum of eight (8) hours. The employee is also entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday beyond eight hours, but only if the employee was required to work on the holiday due to an emergency, except as provided in Section 7.1 above.



## **SECTION 12 – HOLIDAYS**

This provision applies to the regular, 4/10, 9/80, flexible, and alternate work schedules.

### **12.4 Holiday is Worked and Holiday Falls on Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules.**

- A. **Holiday Worked by Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules (holiday falls on employee's regularly scheduled day off).** When a full-time employee works on a holiday that falls on the employee's regularly 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) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision applies to employees on 4/10, 9/80, flexible, and alternate work schedules.
- B. See Section 12.3 when an employee on a regular work schedule works on a holiday.

### **12.5 - Holiday and Compensatory Time Provisions.**

- A. **Maximum Accruals of Holiday Comp Time.** Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- B. **Pay Off of Holiday Comp Time.** Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, promotion, or demotion into a position that is not eligible for holiday compensatory time.
- C. **Maximum Accruals of Flexible Compensatory Time.** Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- D. **Pay Off of Flexible Comp Time.** Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation,

## **SECTION 13 - VACATION LEAVE**

transfer to another department, reassignment to a permanent-intermittent position, or transfer assignment, promotion, or demotion into a position that is not eligible for flexible compensatory time.

**12.6 Provisions for Part-Time Employees and Permanent-Intermittent Employees – Re-opener.** 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:** The Union will continue to meet and confer with the County regarding implementation of an Automated Time Keeping system for all County employees.

## **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 5.8 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.

**13.2 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.

**13.3 Vacation Requests.** The Department Head or his/her designee will approve or deny an employee's vacation leave request that is submitted outside of the vacation bid process, within ten (10) work days of receipt. Vacations may only be taken with approval of the Department Head or designee.

**13.4 Preference.** Preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible.

### **13.5 Vacation Accrual Rates.**

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 15 years	10	240
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

## **SECTION 13 - VACATION LEAVE**

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

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

#### **Example One:**

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

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

#### **Example Two:**

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

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

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

#### **Example One:**

1. The employee's Service Award Date is January 1, 1988.

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

**Example Two:**

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

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

**13.6 Prorated Accruals.** Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a prorated basis as provided in Ordinance Code Section 36-2.006 of Board Resolution No. 81/1165.

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

**13.8 Vacation Leave on Reemployment from a Layoff List.** Employees with six (6) months or more service in a permanent position prior to their layoff and 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.

## **SECTION 14 - SICK LEAVE**

**14.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as

## **SECTION 14 - SICK LEAVE**

authorized; it is not paid time off which employees may use for personal activities.

**14.2 Credits To and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minute) increments.

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

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

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

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

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

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

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

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

## **SECTION 14 - SICK LEAVE**

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- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  - 1. An application for retirement due to disability has been filed with the Retirement Board.
  - 2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  - 3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- d. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
  - 1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  - 2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly

## **SECTION 14 - SICK LEAVE**

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perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.

3. Except as set forth in Section 14.3 h. Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- e. Medical and Dental Appointments. An employee may use paid sick leave credits:
    1. For working time used in keeping medical and dental appointments for the employee's own care; and
    2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.
  - f. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
  - g. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave, when appropriate, may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
  - h. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
  - i. Accumulated paid sick leave credits may not be used in the following situations:
    1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on

## **SECTION 14 - SICK LEAVE**

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vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.

2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

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

- a.      Employee Responsibilities
  1.      Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
  2.      Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
  3.      Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointments.
  4.      Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.
- b.      Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

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



## **SECTION 14 - SICK LEAVE**

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

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

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

### **14.5      Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated from the performance of the employee's duties.

## **SECTION 14 - SICK LEAVE**

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- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employee's paid time, a physical, medical examination by a licensed physician and/or psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Human Resources Director may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two (2) weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he 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;

## **SECTION 14 - SICK LEAVE**

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 Human Resources Director to the Merit Board. Alternatively, the employee may file a written election with the Human Resources Director waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
1. the physical or mental health condition cited by the appointing authority does not exist, or
  2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.

## **SECTION 14 - SICK LEAVE**

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- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Human Resources Director to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

### Scope of the Arbitrator's Review.

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
  2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
  3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
  4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.
- M. It is understood that the benefits specified in Section 14 – Sick Leave and Section 17 – Workers' Compensation, shall be coordinated with the rehabilitation program as determined by the labor-management committee.

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

**14.7      Integration of State Disability Benefits with the County Sick Leave Benefit Program.** Employees eligible for State Disability benefits and sick leave benefits for any portion of disability shall be required to make application for both benefits. The State Disability benefits shall be returned to the County to be credited to the employee's sick leave balance on the following basis:

## **SECTION 14 - SICK LEAVE**

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- a. Integration with State Disability is automatic and cannot be waived.
- b. The amount credited to the employee's sick leave balance shall be converted to sick leave hours by dividing the amount received from State Disability Insurance by the employee's straight time hourly rate, at the time of payment, as determined by the appropriate salary schedule for the employee's class of employment.
- c. If the employee is eligible for State Disability Insurance benefits, application must be made and the benefits returned to the County for sick leave credits so that the principle of integration is completed.
- d. In the event an employee is not eligible for sick leave credits from the County, there will be no integration and the employee shall not return State Disability Insurance benefits to the County.
- e. In the event an employee receives sick leave benefits for a portion of the disability period, State Disability benefits must be utilized to restore only those sick leave hours used during the period of disability.
- f. Restoration of sick leave balances shall be rounded to the nearest one-half (1/2) hour.
- g. In no instance will an employee be allowed to purchase sick leave not accrued.
- h. The County will provide separate accounting for the purchase sick leave to insure that State Disability Insurance benefits are not taxable.

**14.8 Disability Insurance Review Committee.** The County shall establish a Disability Insurance Review Committee consisting of one (1) representative from each employee organization and four (4) management representatives to review and recommend to the Human Resources Director the feasibility of implementing a self-funded and self-administered disability insurance program.

**14.9 Employee Annual Health Examination.** Employees of the County who work in a Health Services Department facility will annually be required to complete a Health Questionnaire and take a Tuberculosis Skin Test. A chest X-ray will be required if the employee has previously had a positive reaction to a tuberculosis skin test. However employees will not be required to take X-ray exams in excess of what is required by applicable Federal and State laws.

Employees will also be requested to be screened for Rubella immunity. If the result of the Rubella test is negative, the appointing authority or designee will recommend that the employee become immunized. If an employee has direct

## **SECTION 15 - CATASTROPHIC LEAVE BANK**

patient contact and refuses to become immunized, said employee will be relocated to an indirect patient contact area.

**14.10 Confidentiality of Information/Records.** Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

## **SECTION 15 - CATASTROPHIC LEAVE BANK**

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

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

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

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

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Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of 1040 hours or its equivalent per catastrophic event; each donor will be limited to 120 hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Human Resources Director.

No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

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

## **SECTION 16 - STATE DISABILITY INSURANCE (SDI)**

Effective July 1, 1994, the County will begin a six-month pilot program for employees eligible for State Disability benefits. At the end of the six (6) month pilot program, the County will meet and confer to evaluate whether the plan will be continued. Employees eligible for SDI benefits will be required to make application for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

**16.1 General Provisions.** The California SDI program provides disability benefits beginning on the eighth (8) calendar day of a qualifying disability. The maximum period of state disability payments is up to one year. Determination of

## **SECTION 16 - STATE DISABILITY INSURANCE (SDI)**

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SDI payments and eligibility to receive payments is at the sole discretion of the State of California.

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

State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

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

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

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

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

When the SDI benefit is exhausted, sick leave integration terminates. Then the employee may use sick leave or other accruals.

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

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

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

**16.3 Method of Integration.** Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.



## **SECTION 16 - STATE DISABILITY INSURANCE (SDI)**

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The amount of sick leave charged each employee will be calculated in the following manner:

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

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

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

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

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

**16.4 Definition.** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

**16.5 Conversion to the New SDI Program.** For all employees receiving SDI benefits prior to July 1, 1994, conversion to the new SDI program operated by departmental payroll staff will be coordinated by the Personnel Department, Benefits Division.

All employee SDI benefit checks received in the Personnel Department and signed over to the County by June 30, 1994, will be deposited and used to buy back the employee's sick leave, with sick leave credits appearing on the July 10th pay warrants insofar as possible.

All employee SDI benefit checks received, but not signed over to the County, by June 30, 1994, will be returned to the employee. All employee SDI benefit checks received after June 30, 1994, will be returned to the employee. In both these situations, no sick leave buy back will be made, regardless of the calendar period to which the benefit checks pertain. Program transfer to departmental payroll staff will be effective July 1, 1994 for the month of July with the first computation of SDI benefits and integration with sick leave under the new program made on the August 10, 1994 pay warrants covering the July 1994 payroll period.

## **SECTION 17 - WORKERS' COMPENSATION**

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### **SECTION 17 - WORKERS' COMPENSATION**

A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000, during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from eighty-seven percent (87%) to eighty-six percent (86%). For all accepted claims filed with the County on or after January 1, 2007, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 86% to 80%. For all accepted claims filed with the County on or after January 1, 2008, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 80% to 75%. If Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

- A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.
- B. Continuing Pay. Permanent employees shall continue to receive the appropriate percent as outlined above of their regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation is made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.

When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided in this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

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

## **SECTION 17 - WORKERS' COMPENSATION**

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

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

- D. Full Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one 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 and/or reaches maximum medical improvement, will continue to receive his/her applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted. Thereafter, the Rehabilitation Temporary Disability benefits will be paid directly to the employee.
- F. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.
- G. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:

$$\begin{aligned} C &= 8 [1 - (W \div S)] \\ C &= \text{Sick leave or vacation charge per day (in hours)} \\ W &= \text{Statutory Workers' Compensation for a month} \end{aligned}$$

## **SECTION 18 - LEAVE OF ABSENCE**

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S = Monthly salary

### **SECTION 18 - LEAVE OF ABSENCE**

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

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

A. Leave without pay may be granted for any of the following reasons:

1. Illness or disability;
2. pregnancy;
3. parental;
4. to take a course of study such as will increase the employee's usefulness on return to the position.
5. for other reasons or circumstances acceptable to the appointing authority.

B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.

C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.

D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 18.5 below.

## **SECTION 18 - LEAVE OF ABSENCE**

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- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority on granting or denying leave or early return from leave shall be subject to appeal to the Human Resources Director and not subject to appeal through the grievance procedure set forth in this MOU.

**18.3 Furlough Days Without Pay.** Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.8 (Compensation for Portion of Month) of this MOU. Full time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation sick leave, floating holiday, and other accrual credits for employees taking furlough time, this provision shall supersede Section 12.1, 13.1, 13.3, and 14.2 of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

**18.4 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable federal or state 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

## **SECTION 18 - LEAVE OF ABSENCE**

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 Human Resources Director may deem necessary.

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

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

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

**18.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) week 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 18.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

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

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

## **SECTION 18 - LEAVE OF ABSENCE**

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

b. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.

c. Spouse: A partner in marriage as defined in California Civil Code Section 4100.

d. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.

e. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.

f. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;
2. the probable duration of the condition;
3. an estimate of the amount of time which the employee needs to render care or supervision;
4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.

g. Certification for Family 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:

## **SECTION 18 - LEAVE OF ABSENCE**

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

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

**18.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.D - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

**18.11 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 14.3.D – Sick Leave Utilization for Pregnancy Disability. During the eighteen (18) weeks of an approved medical or family care leave under Section 18.5 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 18.12. 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.

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

- A. **All Leaves of Absence.** During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12)



## **SECTION 18 - LEAVE OF ABSENCE**

months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration or as provided in the sections below.

- B. Family Care or Medical Leave (FMLA). During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) weeks entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

**18.13 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Seniority, Workforce Reduction, Layoff & Reassignment shall apply.

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

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

## **SECTION 19 – RETIREMENT CONTRIBUTION**

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 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.

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

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

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

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

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

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

## **SECTION 19 – RETIREMENT CONTRIBUTION**

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

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

### **19.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.**

- A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty years of age ("2% at 60"). 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 (36) 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 "Tier IV."
- B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.
- C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.
- D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to implement Tier IV. Draft language will be submitted to Coalition representatives and made the subject of the meet and confer process prior to introduction. The Union must support the legislation, in addition to the County.
- E. This Section does not apply to employees of the Contra Costa County Employees Retirement Association (CCCERA).

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

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

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

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- A. Contra Costa Health Plans (CCHP)
- B. Kaiser Permanente Health Plan
- C. Health Net
- D. Delta Dental
- E. DeltaCare (PMI)

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

### **20.2 Monthly Premium Subsidy:**

- A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

- 1. Contra Costa Health Plans (CCHP), Plan A  
Single: \$ 509.92  
Family: \$1,214.90
- 2. Contra Costa Health Plans (CCHP), Plan B  
Single: \$528.50  
Family: \$1,255.79
- 3. Kaiser Permanente Health Plan  
Single: \$478.91  
Family: \$1,115.84
- 4. Health Net HMO  
Single: \$627.79  
Family: \$1,540.02
- 5. Health Net PPO  
Single: \$604.60  
Family: \$1,436.25
- 6. Delta Dental with CCHP A or B  
Single: \$41.17  
Family: \$93.00
- 7. Delta Dental with Kaiser or Health Net  
Single: \$34.02  
Family: \$76.77
- 8. Delta Dental without a Health Plan  
Single: \$43.35  
Family: \$97.81
- 9. DeltaCare (PMI) with CCHP A or B  
Single: \$25.41

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

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Family:        \$54.91

10.    DeltaCare (PMI) with Kaiser or Health Net

Single:        \$21.31

Family:        \$46.05

11.    DeltaCare (PMI) without a Health Plan

Single:        \$27.31

Family:        \$59.03

- B. If the County contracts with a health and/or dental plan provider not listed in above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

### **20.3            Retirement Coverage:**

A.    Upon Retirement:

1.    Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 20.2 for eligible retirees and their eligible family members.
2.    Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
3.    For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

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

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
2. Life insurance coverage is not included.
3. To continue health and dental coverage, the employee must:
  - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
  - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
  - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
  - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (A) above, as similarly situated retirees who did not defer retirement.
5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection (A) above, as similarly situated

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
  7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer retirement.
- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 20.3 subparts (A), (B), and (C) and upon retirement and for the term of this agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 20.3 only, "eligible family members" does not include Survivors of employees or retirees.

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

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

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

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

### **A. Health Insurance**

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

### **B. Dental Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) Under age 19; or
    - (2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      - ii. Receives at least 50% of support from Employee; and,
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - d. Employee's Disabled Child who is:
    - (1) Over age 19,



## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

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- i. Unmarried; and,
  - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **20.6 Dual Coverage:**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. All dependents, as defined in Section 20.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this Section 20.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

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

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

**20.9 Health Care Spending Account.** After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such

## **SECTION 20 - HEALTH, LIFE & DENTAL CARE**

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savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee

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

**20.11 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside 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.

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

**20.13 Prevailing Section:** To the extent that any provision of this Section (Section 20 Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 20 - Health, Life & Dental Care) will prevail.

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

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

### **20.16 Coverage During Absences**

Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that

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the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

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

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

## **SECTION 21 - PROBATIONARY PERIOD**

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

**21.2 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.

**21.3 Criteria.** The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.

For those employees appointed to permanent-intermittent positions with a nine (9) month probation period, probation will be considered completed upon serving fifteen hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full time, credit toward probation completion in the full time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

**21.4 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

## **SECTION 21 - PROBATIONARY PERIOD**

rejection during the probationary period based on political, or religious, or union activities, or race, color, national origin, sex, age, disability, or sexual orientation.

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

**21.5 Regular Appointment.** The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing, except as provided in Section 21.4.A.

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

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

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 Human Resources Director whose decision is final. The Human Resources Director 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.

## **SECTION 22 – PROMOTION/EXAMINATIONS**

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

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

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

## **SECTION 22 – PROMOTION/EXAMINATIONS**

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

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

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

**22.4 Disqualification From Taking Examination.** If disqualified from taking an examination, an employee may utilize the appeal process specified in the Personnel Management Regulations for employees disqualified from taking an examination.

**22.5 Release Time for Examinations.** Permanent employees shall be granted release time from work without loss of pay to take County examinations or take interviews for a County position provided the employee gives the Department sufficient notice of the need for time off. Managers conducting interviews should provide an adequate and appropriate schedule for the interview to ensure that any operational impact that may be caused by an employee's absence to attend the interview will be minimized.

## **SECTION 22 – PROMOTION/EXAMINATIONS**

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

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

- a. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- b. The incumbent of the position must have performed at the higher level for six (6) months.
- c. The incumbent must meet the minimum education and experience requirements for the higher class.
- d. The action must have approval of the Human Resources Director.
- e. The Union approves such action.
- f. Except in unique situations approved by the Human Resources Director, the employee must have passed the examination, if any, for the classification and be on the eligible list.

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

**22.8 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.

**22.9 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.

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No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

**22.10 Denial of Review.** The department will make every effort to submit all departmentally approved requests for clerical deep class reassignment to the Human Resources Department (accompanied by all required documentation) within ninety (90) days after receipt of the employee's request. If the department is unable to meet this timeline, the employee will be notified and provided with an anticipated completion date. If a department denies an employee's request for reclassification or reassignment to a higher (not flexibly staffed) level in a deep class or to other classes represented by the Union, upon request of the Union, the denial will be reviewed by the Human Resources Director and appointing authority. The decision of the Human Resources Director shall be given to the Union in writing within sixty (60) days of the request of the review.

## **SECTION 23 - TRANSFER**

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

- a. The position shall be in the same class, or if in a different class shall have been determined by the Human Resources Director 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;
- d. the employee concerned shall have indicated agreement to the change in writing;
- e. the Human Resources Director 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.

When an employee's name is added to the Transfer List, the County will provide that employee with a copy of the Transfer List on which his/her name appears.

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

## **SECTION 23 - TRANSFER**

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authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

The County will update the Departmental Contact List within ninety (90) days of approval by the Board of Supervisors of the 2005-2008 Memoranda of Understanding and annually thereafter. The County will place Bid Notice summaries on E-Mail and/or the County's website so that employees may inquire about promotional/transfer opportunities. Each department will continue to provide copies of all Bid Notices within their department to the union. It is the responsibility of employees to contact County departments and inform them of their desire to transfer. County departments may, but are not required to maintain an ongoing list of employees interested in transferring when a position becomes available. Employees who transfer from one department to another shall serve a three (3) month probationary period. Provisions of this section do not apply to transfers from eligible lists.

**23.3 Transfer Procedure.** The Human Resources Director will send a list of employees interested in a transfer to departments with each certification (referral) from an employment list for a vacant position. The appointing authority will review the transfer list and may contact employees interested in a transfer. In the case of vacant positions at the Clerk-Senior and Specialist levels, Secretary-Advanced Level, and Account Clerk-Advanced level where the deep class resolution requires notification/posting of the vacancy and interview of interested "bidders" within a department, the appointing authority may request from the Human Resources Director a referral from the transfer list of employees who have indicated an interest in such a transfer. The appointing authority may contact the employees interested in a transfer and may choose to interview them in relation to the vacancy. The decision of the appointing authority is final. Upon receipt of the proper documents and in accordance with Sections 23.1 and 23.2, employees will be eligible for transfer upon receipt of approval of the Human Resources Director. Nothing in this section limits the ability of individuals to express their interest in a transfer without having first made a transfer application or restricts an appointing authority from making a transfer appointment of such an individual.

**23.4 Reassignment of Work Location.** Employees desirous of reassignment to a position in the same classification at another work location shall submit a request for reassignment in writing to the Department Head. When openings occur in various work locations, requests for reassignment will be reviewed with consideration given to various factors including but not limited to distance of employee's residence from desired work location and relative length of service of the applicants for a particular location. The Department Head or designated representative shall make the sole determination as to assignment of personnel, except as otherwise provided in the supplemental sections of this MOU. This provision applies only to intradepartmental reassignments that are requested by the employee. In no event shall reassignments be utilized for disciplinary purposes.



## **SECTION 23 - TRANSFER**

**23.5 Departmental Transfer Agreements.** The agreements between the Union and the Probation Department, Employment & Human Services Department, Sheriff's Department and Health Services Department concerning transfer procedures for clerical workers covered by this MOU shall remain in full force and effect during the duration of this Agreement.

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

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

**23.7 Involuntary Reassignment Procedure.** The County, in its sole discretion, may determine from time to time that the involuntary reassignment of staff is required. An involuntary reassignment is the reassignment of a permanent employee in his/her existing classification to a new worksite, shift, or program. Such decisions may result from the inability to fill a vacancy or the need to reallocate staff due to workload needs. Involuntary reassignments are permanent unless otherwise indicated.

The affected Department will use the below listed procedure:

- a. The Department will identify the classification(s) and position(s) for which reassignment(s) is/are necessary.
- b. Affected employee(s) will be provided with a list of vacancies/assignments from which they may choose.
- c. Affected employees will be given the opportunity to volunteer for the available vacancies/assignments beginning with the most senior employee.

## **SECTION 24 – PERFORMANCE EVALUATIONS**

- d. If there are insufficient volunteers for the number of available positions, the least senior qualified affected employee will be reassigned to the vacant assignment, followed by the next least senior employee, and so on in inverse order of seniority until all necessary reassignments are completed.

For purposes of involuntary reassignment, seniority is defined as seniority within classification. Nothing contained in this Section prohibits the Department and the Union from agreeing to an alternative process.

In no event will involuntary reassignment be utilized for disciplinary purposes. This section does not apply to temporary involuntary reassignments.

## **SECTION 24 – PERFORMANCE EVALUATIONS**

The following procedures apply in those departments that already have a formal written performance evaluation system. Nothing herein shall be construed to require the establishment of such a system where it does not currently exist.

- A. **Goal:** A basic goal of the employee evaluation is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the County. The evaluation process provides an ongoing means of evaluating an employee's job performance and promoting the improvement of the job performance. The evaluation process also provides the opportunity to recognize and document outstanding service as well as service that has been unsatisfactory to the County.
- B. **Frequency of Evaluation.**
  1. Probationary employees must be evaluated at least once during their probationary period.
  2. Permanent employees may be evaluated every year.
- C. **Procedure.**
  1. An employee will generally be evaluated by the first level management supervisor above the employee.
  2. It will be necessary in some cases for a supervisor to consult with the employee's immediate work director in order to make a comprehensive evaluation.
  3. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties.
  4. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation.

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5. The employee will be provided his/her evaluation in writing on the department evaluation form.
  6. The employee has the right to prepare and have attached to the evaluation form any written comments that the employee wishes to make.
  7. When an employee is rated below satisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing.
  8. Any rating below average or unsatisfactory must be supported by explanation received by the employee prior to the evaluation presentation.
  9. The employee's signing of an evaluation form does not mean that the employee agrees with the evaluation, but it does mean that the employee has had the opportunity to discuss the evaluation with his/her evaluator.
  10. The employee will be given a copy of his/her completed evaluation form at the time the form is signed by the employee.
  11. Nothing may be added by management to an evaluation after the employee has signed and received a copy of the evaluation, without the employee's written acknowledgment.

Failure to follow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the Director of Human Resources upon request of either the employee or the Department. Prior to being mediated by the Director of Human Resources, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder will be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finders will have twenty (20) work days from notice of selection to investigate and render their recommendations to the Director of Human Resources, who will render a final decision.

## **SECTION 25 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

**25.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, temporarily reduce pay, or demote any employee for cause. A temporary reduction in pay is not to exceed more than five percent (5%) for a period of up to three (3) months. Suspensions without pay shall not exceed thirty (30) calendar days unless ordered by an arbitrator, an adjustment board or the Merit Board.

**SECTION 25 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

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The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, temporary reduction in pay, or demotion may be based on reasons other than those specifically mentioned:

- a. absence without leave,
- b. conviction of any criminal act involving moral turpitude,
- c. conduct tending to bring the Merit System into disrepute,
- d. disorderly or immoral conduct,
- e. incompetence or inefficiency,
- f. insubordination,
- g. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises,
- h. neglect of duty, i.e. non-performance of assigned responsibilities,
- i. negligent or willful damage to public property or waste of public supplies or equipment,
- j. violation of any lawful or reasonable regulation or order given by a supervisor or Department Head,
- k. willful violation of any of the provisions of the Merit System ordinance or Personnel Management Regulations,
- l. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
- m. misappropriation of County funds or property,
- n. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU,
- o. dishonesty or theft,
- p. excessive or unexcused absenteeism and/or tardiness.
- q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual,

## **SECTION 25 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

### **25.2 Skelly Requirements - Notice of Proposed Action (Skelly Notice).**

Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

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

### **25.3 Skelly Requirements - Notice to Union.**

In addition to the Notice of Proposed Action, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action.

If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

**25.4 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) calendar days or during any extension, the right to respond is lost.

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

### **25.6 Order and Notice of Action.**

## **SECTION 25 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

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- A. In any disciplinary action to dismiss, suspend, temporarily reduce pay, or demote an employee having permanent status in a position in the Merit System, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. **Service of Order.** Said order of dismissal, suspension, temporary reduction of pay, or demotion shall be filed with the Human Resources Director, 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, temporary reduction of pay, or demotion either to the Merit Board or through the procedures of Section 26 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Human Resources Director 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 26 of this MOU.

### **25.7 Order and Notice of Action – Notice to Union.**

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

**25.8 Disciplinary Actions.** If the employee so requests in writing a copy of any written disciplinary action affecting an employee, it shall be furnished to the Union.

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

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

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## **SECTION 26 - GRIEVANCE PROCEDURE**

**26.1 Definition and Procedural Steps.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process. Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the 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 grievant's immediate supervisor, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

**Step 2.** If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision 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 Human Resources Director. 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 grievant may appeal in writing within ten (10) work days to the Director of Human Resources. The Director of Human Resources or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Director of Human Resources or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within twenty (20) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

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

## **SECTION 26 - GRIEVANCE PROCEDURE**

**Step 4.** No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed by the union within ten (10) work days of the written response of the Human Resources Director or designee. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, such grievance shall be submitted in writing to the Director of Human Resources or designee within seven (7) workdays requesting referral to mediation (State Mediation and Conciliation Service) or an Adjustment Board. The mediation option is only available with the concurrence of the Human Resources Director or designee. The mediation option terminates on June 30, 2013, and does not continue beyond the expiration date of this MOU without express written agreement of the parties to continue the practice. The Adjustment Board will be comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of the Union presenting this grievance, and three (3) representatives of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff of an organization employed to represent the County in the meeting and conferring process. The Adjustment Board will convene on the second (2<sup>nd</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the Adjustment Board will be placed on the agenda for the next regular meeting. Where the parties agree, the Adjustment Board may be comprised of two (2) Union representatives and two (2) County representatives. The Adjustment Board shall meet within twenty (20) work days of receipt of the written request.

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

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

**26.2 Expedited Board of Adjustment.** If the County and the filing Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspension, demotion, or reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited



## **SECTION 26 - GRIEVANCE PROCEDURE**

Board of Adjustment EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Director of Human Resources within ten (10) work days of the date of the Step 3 written response by the Director of Human Resources or his/her designee. By agreement of the Union and the Director of Human Resources or his/her designee, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

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

- a. The EBA will be composed of two (2) Coalition Union representatives from Local 1, AFSCME 2700, AFSCME 512, SEIU 1021 and/or Western Council of Engineers, no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Unions and the County will each appoint three (3) alternates who will serve as voting members of the Board if a member(s) is/are not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant, and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that Board member terms are staggered.
- b. The County and the Coalition Unions (hereafter "parties") will choose an impartial arbitrator to serve as the fifth (5<sup>th</sup>) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The arbitrator will serve a one year term; however, the Arbitrator may be replaced at any time by agreement between the Coalition Unions and the County. The arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by majority vote of the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from the express written terms of this Memorandum of Understanding.
- d. The Union filing the grievance and the County will each pay one-half (1/2) of the arbitrator's fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special

## **SECTION 26 - GRIEVANCE PROCEDURE**

services, the Union and the County will each pay one-half (1/2) of such expenses.

### **Procedures**

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

The Expedited Board of Adjustment continues as a trial program expanded to apply to all Coalition Unions. The parties will continually assess the effectiveness of the program during the term of the MOU. The Expedited Board of Adjustment Program will terminate on June 30, 2013, and does not continue beyond this expiration date without the express written agreement of the parties to continue the program.

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

- A. Decisions of Adjustment Boards, arbitrators, and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Adjustment Board, arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless

## **SECTION 26 - GRIEVANCE PROCEDURE**

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 26.1 above.

- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No Adjustment Board, arbitrator, or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Human Resources Director in pursuance of the procedures outlined in Subsection 26.1, Step 3 above, or the Adjustment Board in pursuance of the provisions of Subsection 26.1, 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 arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.

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

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

### **26.6 Merit Board.**

- A. All grievances of employees in representation units represented by the Union shall be processed under Section 26 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3, 4 and 5 of Subsection 26.1 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.

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

## **SECTION 27 – PERSONNEL FILES**

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**26.8 Disputes Over Existence of Grievance.** Disputes over whether a grievance exists as defined in Section 26.1 shall be resolved through the grievance procedure.

## **SECTION 27 – PERSONNEL FILES**

Each department shall maintain only one official personnel file per employee. Employees 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. The employee's union representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's union representative for inspection and review at reasonable intervals during the regular business hours of the County.

Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or demotion of the employee, in which case an appeal of the letters of reprimand may be considered at the same time as the appeal of the disciplinary action. 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 the employee who shall have the right to respond in writing to said documents.

Derogatory material in an employee's personnel file (such as warning letters) over two (2) years old will not be used in a subsequent disciplinary action unless directly related to the action upon which the discipline is taken. Derogatory material does not include prior suspensions, demotions or dismissals for cause.

The County 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 permanent personnel record.

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

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.

## **SECTION 28 – RESIGNATIONS**

Employees have the right to review their official personnel files which are maintained in the Human Resources Department or by their department during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for their review. The Custodian of records will certify that the copy is a true and correct copy of the original file. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee.

## **SECTION 28 – 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.

**28.1 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.

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

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

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

## **SECTION 28 – RESIGNATIONS**

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

### **28.5 Coerced Resignations.**

- A. Time Limit.** A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Human Resources Director 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 Human Resources Director 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 26 – Grievance Procedure of the MOU beginning with Step 3.
- D. Disposition.** If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

**28.6 Eligibility for Reemployment.** Within one (1) year of resignation in good standing from County service, a person who has had permanent status which included satisfactory completion of probation may make application by letter to the Human Resources Director for placement on a reemployment list as follows: the class from which the person resigned; or any one class of equal or lesser rank in the occupational series and in which the person had previously attained permanent status; or for any class or deep class which has replaced the class in which the person previously had status, provided that the person meets the minimum requirements for the new class. If the appointing authority of the department from which the person resigned recommends reemployment the Human Resources Director shall grant reemployment privileges to the person. Consideration of names from a reemployment list is mandatory if the appointing authority recommended reemployment of the individual(s) listed but is optional for other appointing authorities. Names may be removed from reemployment lists in accordance with the provisions of Section 11.2(J) – Separation Through Layoff of this MOU.

## **SECTION 29 – JURY DUTY AND WITNESS DUTY**

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### **SECTION 29 – JURY DUTY AND WITNESS DUTY**

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

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

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

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

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

- 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 9/80-4/10 work schedules will not receive overtime or comp. time credit for Jury Duty on their scheduled days off.

## **SECTION 30 – REIMBURSEMENT**

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

**29.2 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 29 – Jury Duty and Witness Duty of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 30 – REIMBURSEMENT**

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

**30.2 Personal Property Reimbursement.** The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

- a. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- b. Ordinary wear and tear of personal property used on the job is not compensated.
- c. Employee tools or equipment, provided without the express approval of the department head, and automobiles are excluded from reimbursement.
- d. The loss or damage must have occurred in the line of duty.



## **SECTION 30 – REIMBURSEMENT**

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

**30.3 Reimbursement for Meal Expenses.** Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

- a. 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.
- b. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- c. 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 speaker or honored guests at banquets or other official functions.

When the employee is required to work three (3) or more hours of overtime, or scheduled to work overtime with less than twenty-four (24) hours notice; in this case he/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 31 – CLASSIFICATIONS**

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

**30.4 Animal Services Department Fee Reimbursement.** Once during the term of this MOU, each employee in the Animal Services department may be reimbursed for departmental license and adoption fees incurred by the employee in an amount not to exceed the amount charged by the department for these fees. An employee adopting an animal under this section shall be responsible for payment of all other normal and customary fees associated with that adoption.

## **SECTION 31 – CLASSIFICATIONS**

Existing classes of positions may be abolished or changed and new classes may be added to the classification plan by the Human Resources Director subject to approval by the Board of Supervisors. The County will offer to meet and confer with the Union on the minimum qualifications and salary of new classes and on any proposed changes in the minimum qualifications in current classes represented by the Union.

If the County wishes to add duties to classes represented by the Union, the Union shall be notified and upon request of the Union, representatives of the County will meet and consult with the Union over such duties.

## **SECTION 32 - 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. The County is aware of the U.S. Supreme Court "Whirlpool" decision regarding safe working conditions and will continue to comply with all of the provisions of that decision. The Union may recommend safety guidelines, regulations, training programs and necessary corrective actions concerning conditions associated with the work environment. Representatives of the Union may want to discuss with certain Department Heads the participation of the employees it represents on existing departmental safety committees. If a Department Head agrees, the Union may designate a representative to participate in any established Safety Committee. Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

An employee designated by the Union may participate on each of the established district safety committees within the Employment & Human Services Department.

**32.1 VDT Users Eye Examination.** The County agrees to provide 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.

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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 not cost, the basic coverage which includes a ten dollar (\$10) 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 materials not covered by the Plan. The basic plan coverage, including the examination, may be credited toward the employee-enhanced benefit.

### **SECTION 33 - MILEAGE**

**33.1 Mileage Reimbursement Rate.** 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.

**33.2 Mileage Reimbursement Policy.** Mileage from an employee's home to the normal work location is not reimbursable. The normal work location is the location to which an employee is regularly assigned. An employee with more than one (1) normal work location shall be reimbursed for the mileage traveled in the same work day between those work locations.

When an employee is temporarily reassigned to a different work location, mileage will be reimbursed in excess of the normal mileage between the employee's home and the regular work location.

### **SECTION 34 - MEAL PERIODS**

**34.1 Varying Meal Periods.** Representatives of the Union may discuss varying meal periods (e.g. one-half (1/2) hour versus a one (1) hour meal period), with certain Department Heads. Any change in the meal period agreed to by the Union and Department Heads must have final approval from the County Administrator.

**34.2 Hospital Holiday Meals.** Employees represented by the Union who are employed at the County Hospital and who are required to work on Thanksgiving, Christmas or New Year's will be provided a free meal in the Hospital Cafeteria at no cost to the employee only between the hours of 6:30 a.m. and 6:30 p.m.

### **SECTION 35 - 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.

## **SECTION 36 - LENGTH OF SERVICE DEFINITION**

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 36 - LENGTH OF SERVICE DEFINITION**

*(For Service Awards & 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 Human Resources Director shall determine these matters based on the employee status records in his/her department.

## **SECTION 37 – DATA ON VACANT POSITIONS**

The County agrees to continue investigating the feasibility of instituting a data processing system to provide current data on available vacant positions within the clerical series.

## **SECTION 38 - COUNTY LIBRARY EMPLOYEES**

**38.1 Evening Differential.** Employees employed at the County Library shall receive a five percent (5%) base pay salary differential for all scheduled hours worked between 6:00 p.m. and 9:00 p.m.

**38.2 Saturday Differential.** Employees in the Library Unit who are scheduled to work Saturday shall receive a five percent (5%) base pay salary differential for all hours worked on such Saturday, said five percent (5%) differential shall not apply to any overtime hours worked on Saturday.

**38.3 Thanksgiving/Christmas Holiday.** Section 12 - Holidays of this MOU regarding holidays is modified for all Library employees to delete the day after Thanksgiving as a holiday and to add the day before Christmas as a holiday. The libraries will close at 6:00 p.m. on the day before Thanksgiving.

## **SECTION 39- UNFAIR LABOR PRACTICE**

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**38.4 Adjusted Work Schedule.** The Library will adjust work schedules as long as reasonable staffing levels can be maintained for Library Clerks who are attending school to pursue a certificate in Library and Information Technology.

**38.5 Work Hours Per Year.** Permanent-Intermittent employees will be notified before being employed that they must agree to be available to work at least 240 hours per year and must be available to work no less than seven (7) Sundays per year. If a Permanent-Intermittent employee is hired after January 1, the requirements for available Sundays, and hours worked will be prorated as of the hire date, unless the period remaining in the year is less than one month, in which case the tracking shall begin the first of the upcoming year (See Attachment I).

**38.6 Training.** The Library will provide training to all new and current Permanent Intermittent employees. Staff will be paid for training time and such hours shall count as hours worked (See Attachment I).

## **SECTION 39- UNFAIR LABOR PRACTICE**

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

## **SECTION 40 - 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 (50) percent of full time. If the employee works at least fifty (50) percent of full time, County retirement participation is also included.

## **SECTION 41 - PERMANENT-INTERMITTENT EMPLOYEE BENEFITS**

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

## **SECTION 42 - PERMANENT-INTERMITTENT HEALTH PLAN**

**42.1** A permanent-intermittent employee represented by the Union may participate in one of the County Group Health Plans of medical, dental and life insurance coverage 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 42 - PERMANENT-INTERMITTENT HEALTH PLAN**

**42.2** The following benefit program shall be offered to permanent-intermittent employees:

- a. Program. The County shall offer CCHP Plan A-2 at the subsidy rate below, to those permanent-intermittent employees who meet and maintain eligibility.
  1. Through December 31, 2009, the County will pay the monthly premium subsidy of sixty-four percent (64%) of the cost of the CCHP Plan A-2 premium for a single individual.
  2. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A-2 that is equal to sixty percent (60%) of the total monthly premium that is paid for a single individual for the plan in 2010. If there is an increase in the premium charged for a single individual by CCHP Plan A-2 for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health, the County additionally will pay that portion of the premium increase charged for a single individual that exceeds eleven percent (11%) of the 2010 premium.
  3. After June 29, 2011, the County will pay a monthly premium subsidy for the CCHP Plan A-2 that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May, 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the CCHP Plan A-2.
- b. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a permanent-intermittent employee must remain in paid status during each successive month.
- c. Pre-Pay. Employees who have achieved eligibility under the terms of 42.2b will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, employees who meet the eligibility requirements and who have been voluntarily paying the total

## **SECTION 43 - PROVISIONAL EMPLOYEE BENEFITS**

premium for one of the County Group Health Plans shall be allowed to enroll in CCHP Plan A-2 without a waiting period.

- d. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in C. above for payment for this optional coverage.
- e. Implementation. Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Permanent-intermittent employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.
- f. Employees who are temporarily ineligible may purchase, at their own cost, the plan in accordance with the procedures set forth by the Contra Costa County Health Plan.

Nothing in Section 42.2 shall prevent an employee from electing health coverage under either Section 42.1 or Section 42.2.

## **SECTION 43 - PROVISIONAL EMPLOYEE BENEFITS**

Provisional employees who were 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 one of the County Group Health Plans of medical, dental and life insurance coverage 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 44 - STUDIES/PROJECTS/COMMITTEES**

**44.1 Minimum Qualifications.** In accordance with EEOC guidelines and requirements of Title VII of the 1964 Civil Rights Act, the County agrees to evaluate the education requirement for the class of Clerk, specifically the Experienced, Senior, and Specialist levels, to determine if a high school education should be required in the minimum qualifications. The results will be shared with Local 2700.

**44.2 Attendance Program.** There shall be convened a Labor-Management Committee to develop an attendance program for County employees.

## **SECTION 44 - STUDIES/PROJECTS/COMMITTEES**

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

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

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

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

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

**44.4 Evaluations.** The Human Resources Department and County Training Institute agree to meet with County departments to review their evaluation processes and assist in the development/revision of job related criteria. The County agrees to meet with the union to review results and proposed changes to the evaluation form or processes as a result of this review. Any such changes to the evaluation form or process in a department will be by mutual agreements between the department and the union.

This process will begin no later than one hundred and twenty (120) days after the Memorandum of Understanding has been approved by the Board of Supervisors and completed by July 1, 2000, or as soon thereafter as practicable.

**44.5 Differentials.** The County and the Labor Coalition agree to establish a Labor/Management Committee comprised of five (5) labor and five (5) management employees to study and recommend actions necessary to standardize payment and application of differentials including, but not limited to, proration for less than full-time employees; the length of payment while on paid sick leave or disability and consistency between percent-based vs. flat-payment differentials.



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## **SECTION 45 - NOTARY PUBLIC**

Employees who are designated by their department to perform duties for the County as a notary public will be allowed time off (up to one hour) for testing and will be reimbursed for their application, testing and renewal fees.

## **SECTION 46 - UNION REPRESENTATION OF TEMPORARY EMPLOYEES**

**46.1 Recognition.** AFSCME, Local 2700 is the formally recognized employee organization for temporary employees, not including emergency appointments and retiree temporary appointments, who are employed by Contra Costa County in those classifications covered by the MOU between AFSCME, Local 2700 and Contra Costa County.

- A. Temporary Employees. Temporary employees hired on or after January 1, 1997 may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.
- B. The County may employ temporary employees in excess of 1600 hours for the following reasons:
  - 1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers' compensation.
  - 2. While a department is actively recruiting to fill a position.
  - 3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and "closing the assessment roll" season (Assessor).
  - 4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.
  - 5. For short term seasonal work needed by a department, not to exceed 1600 hours.

The County may not replace a temporary employee with another temporary employee except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.

The County will notify the union in advance of the period of the temporary assignment under Subsection 4. and the period of the seasonal assignment under Subsection 5.

- C. Student Worker/Administrative Intern: The County may employ a person as a Student Worker or an Administrative Intern only if that person is enrolled in a school and is performing work for the County that is related to

## **SECTION 46 - UNION REPRESENTATION OF TEMPORARY EMPLOYEES**

- his/her course of study, interest, aptitude, or education, provided however, that a student worker/administrative intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Workers and Administrative Interns may not be used in lieu of hiring regular County employees.
- D. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation."
- E. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours. It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B. above or the reason the temporary agency employee was hired as set forth in paragraph D.
- F. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

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

Effective January 1, 2000, the County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments on a calendar year-to-date basis.

**46.2 Appointments Not Covered**. Emergency appointments as defined in Section 809 of the Personnel Management Regulations, and retiree temporary appointments as provided for in Government Code, Section 31680.2, are not covered by this Letter of Understanding.

### **46.3 Agency Shop**

## **SECTION 46 - UNION REPRESENTATION OF TEMPORARY EMPLOYEES**

- A. All covered temporary employees, as specified above shall either:
  - 1. Become and remain a member of the Union and pay an agency shop fee of one percent (1%) of their regular pay per semi-monthly pay period; this percentage may be changed by the Union who will notify the County Auditor-Controller of the new percentage and effective date; or
  - 2. Pay to the Union an agency shop service fee of the 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 amount specified in 2.2.B.2 above. It shall be the sole responsibility of the Union 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 or declare that the employee has a bona fide religious conscientious objection to joining or financially supporting a public employee organization; and
    - b. Pay a sum equal to the agency shop service fee specified in 2.2.B.2 above to a non-religious, non-labor charitable fund chosen by the employee from those listed in the MOU between AFSCME, Local 2700 and Contra Costa County
- B. No initiation fee or special assessments shall be required of these employees.
- C. The Union shall provide the County with a copy of the Union's "Hudson Procedure" for the determination and protest of its agency shop fees. The Union shall provide a copy of said "Hudson Procedure" to every fee payor covered by this MOU within one month from the date it is approved and annually thereafter, and also as a condition to any change in the agency shop fee. Failure by a fee payor to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of his/her right to contest the amount of the agency shop fee.

### **46.4 Agency Shop Deductions.**

- A. A current temporary employee or a new temporary employee hired into a job class represented by Local 2700 shall be provided through the

## **SECTION 46 - UNION REPRESENTATION OF TEMPORARY EMPLOYEES**

Human Resources Department with an Employee Authorization for Payroll Deduction form. Said employee shall have thirty (30) calendar days to fully execute the authorization form of his/her choice and return said form to the Human Resources Department.

- B. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee or charitable contribution required under Section 3 are not received, the Union may, in writing, direct that the County withhold the agency shop 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 Union.
- C. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union Security Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorney fees and costs.
- D. The authorization of payroll deductions described above shall require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

### **46.5 Salary.**

- A. Temporary Hourly Rates. The hourly rate paid temporary employees shall be the "1.00 hourly rate" calculated on the salary schedule by dividing the unrounded monthly salary at any step by 173.33.
- B. New Employees. Except as otherwise permitted in deep class resolutions, temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Human Resources Director may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

### **46.6 Salary Increments Within Range.**

- A. Increment Eligibility and Salary Review. All temporary employees shall accumulate a record of straight time hours worked for the purpose of a salary review to determine whether the employee shall be advanced to the next higher step, or other step as specified by deep class resolution, in the salary range for the classification. Advancement to a higher step shall be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The

## **SECTION 46 - UNION REPRESENTATION OF TEMPORARY EMPLOYEES**

appointing authority may recommend granting the salary increment or unconditional denial of the increment.

- B. Frequency of Increments. Increments within range shall not be granted more frequently than once per every 2080 straight time hours worked by a temporary employee.
- C. Effective Date. Step increases resulting from an approved salary review shall be effective the first of the month following completion of 2080 straight time hours worked and return of the salary review report to the Human Resources Department.
- D. New Employees. Temporary employees hired at Step 1 of the salary range for their classification or at Step 1 of the salary range for their assigned level in a deep class will be eligible for a salary review as described above after completion of 1040 straight time hours worked; additional salary reviews will be after the cumulation of an additional 2080 straight time hours as described above.
- E. No provision of this section shall be construed to make the granting of salary increments mandatory on the County.

### **46.7 Paid Time Off.**

- A. Temporary employees shall accumulate a record of straight time hours worked.
- B. Based upon the accumulation of straight time hours recorded, effective on the payroll following the payroll on which payment was made for the 1040th straight time hour worked, the temporary employee shall be credited with twenty (20) hours of paid time off (PTO). For each additional 1040 hours of straight time worked, the temporary employee shall be credited with an additional twenty (20) hours of paid time off. Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.
- C. Use. PTO shall not be taken until credited. PTO shall be taken by an employee only with the approval of his/her supervisor.
- D. Paid Off At Separation. If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently credited PTO hours and, in addition, shall be paid off for that portion of PTO hours earned but not yet credited on the basis of that portion of the 2080 straight time hours worked (STHW) cumulation. The formula for the earned but not credited payoff is: STHW divided by 2080 multiplied by forty (40) multiplied by the current hourly pay rate at separation.

## **SECTION 46 - UNION REPRESENTATION OF TEMPORARY EMPLOYEES**

- E. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, the credited PTO hours and the earned but not yet credited PTO hours, as described in above, shall be converted to vacation hours and subject to the MOU provisions relating to vacation except that when a temporary employee is appointed to a permanent position, the employee will be allowed to use the earned PTO hours during the first six (6) months of employment.
- F. Health Benefits for Temporary Employees. Effective one hundred and twenty (120) days after all Coalition Employee Organizations have signed their respective Letters of Understanding, the following benefit program shall be offered to temporary employees:
1. Program. The County shall offer CCHP Plan A-2 at the subvention rate of fifty percent (50%) of the cost of the premium for a single individual, to those temporary employees who meet and maintain eligibility.
  2. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a temporary employee must remain in paid status a minimum of forty (40) hours during each successive month and maintain an average of fifty percent (50%) time year-to-date from the date of eligibility.
  3. Pre-Pay. Employees who have achieved eligibility under the terms of D.2 will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, temporary employees who meet the eligibility requirements and who have been voluntarily paying for a County group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
  4. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in 3. above for payment for this optional coverage.
  5. Implementation. There shall be a sixty (60) day Open Enrollment period with the initial date of coverage effective August 1, 2000. Subsequent Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Temporary employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.

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**46.8 Provisional Employees.** AFSCME, Local 2700 is the formally recognized employee organization for all provisional employees appointed by the County from "outside County service" in classifications covered by the MOU between the County and the Union. The provisional employee will continue to receive the salaries and benefits provided in the MOU for provisional employees. Provisional employees shall be covered by the agency shop provisions of the MOU applicable to permanent employees, with the exception that provisional employees shall not be required to pay any initiation fee or special assessment fee.

**46.9 Grievance Procedure.** Temporary and provisional employees covered by Section 46 may grieve only alleged violations of the specific terms and conditions specified in Section 46.

## **SECTION 47 – STRIKE/WORK STOPPAGE**

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

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

## **SECTION 48 - 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 49 - DURATION OF AGREEMENT**

This Agreement will continue in full force and effect from July 1, 2011 to and including June 30, 2013. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the agreement.

## **SECTION 50 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS**

**SECTION 50 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS**

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**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.

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

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

DATE: \_\_\_\_\_

CONTRA COSTA COUNTY

AFSCME, LOCAL 2700

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
PUBLIC EMPLOYEES UNION  
LOCAL # 1**

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

The 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.

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

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

Special provisions and restrictions pertaining to Project employees covered by this MOU are contained in Attachment A which is attached hereto and made a part hereof.

## HEADING

## DEFINITIONS

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

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

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

**County:** Contra Costa County.

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

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

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

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

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

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

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

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

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

**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

## HEADING

otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

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

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

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

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

**Resignation:** The voluntary termination of permanent employment with the County.

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

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

**Union:** Local One

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### **SECTION 1 - UNION RECOGNITION**

The Union is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Board of Supervisors' Resolution 81/1165.

Agriculture and Animal Services Unit  
Attendant-LVN-Aide Unit  
Building Trades Unit  
Engineering Unit  
Family and Children's Services  
General Services and Maintenance Unit  
Health Services Unit  
Investigative Unit  
Library Unit

### **SECTION 2 - UNION SECURITY**

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

#### **2.2 Agency Shop.**

- A. The Union 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 Union.
- 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 Union or;
  2. Pay to the Union, 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 Union 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

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### Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.

- C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union'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 Union shall provide the Human Resources Director with copies of the financial report which the Union annually files with the California Public Employee Relations Board. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed, and upon mutual agreement, this time limit may be extended to one hundred twenty (120) days.
- F. Compliance.
  - 1. An employee employed in or hired into a job class represented by the Union shall be provided with an Employee Authorization for Payroll Deduction card by the Human Resources Department.
  - 2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union 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 Union.
- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.
- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.

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- I. In the event that employees in a bargaining unit represented by the Union vote to rescind agency shop, the provisions of Section 2.4 and 2.5 shall apply to dues-paying members of the Union.

**2.3 Dues Form.** Employees hired on or after October 1, 1981, in classifications assigned to units represented by the Union shall, as a condition of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Service Unit within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.

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

**2.4 Maintenance of Membership.** All employees in units represented by the Union who are currently paying dues to the Union and all employees in such units who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union 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 2.5.

**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Department in writing, between August 1 and August 31, 2005, any employee may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1, 2005 discontinuance of dues payments to then be reflected in the October 10, 2005 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction. This can only be accomplished if and when agency shop would be rescinded.

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

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

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

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

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

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

- A. Such space is available.
- B. There is no additional cost to the County.
- C. It does not interfere with normal County operations.
- D. Employees in attendance are not on duty and are not scheduled for duty.
- E. The meetings are on matters within the scope of representation.

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

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

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

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

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

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

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

- A. Initial Determination. When a new class title is established, the 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/her determination.
- B. Final Determination. His/her 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. He/she 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 (10) day period in Subsection b, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination shall conform to Board of Supervisor's Resolution 81/1165.

**2.11 Section 18 of 1977-79 MOU.** Section 18 of the 1977-1979 MOU between the County and Local No. 1 shall be continued for the duration of this MOU and shall be applicable to all units currently represented by Local No. 1.

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

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



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The Employer and the Union recognize that the Employer has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the Employer contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in conflict with any provision of this Agreement, the Union will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Union on the impact of such accommodation. If the County and the Union do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of ADA.

### **SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES**

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

- A. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.
- B. If their attendance is sought by a hearing body or presentation of testimony or other reasons.
- C. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 25 - Grievance Procedure of this MOU.
- D. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.
- E. If they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving Local No. 1 are to be discussed.
- F. Shop stewards and union officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in union business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the union business involved (e.g. grievance meeting, Skelly hearing).

**4.2 Union-Sponsored Training Programs.** The County shall provide a maximum of three hundred twenty (320) hours per year of release time for union designated stewards or officers to attend union-sponsored training programs.

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Requests for release time shall be provided in writing to the Department and the County Human Resources Department at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved within one (1) week of receipt.

**4.3 Union Representatives.** Official representatives of the Union 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 the below specified limits without prior approval of the Labor Relations Officer, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

Agriculture and Animal Services	2
Attendant-LVN-Aide	2
Building Trades	2
Engineering	2
Family and Children's Services	2
General Services and Maintenance	6
Health Services	5
Investigative	2
Library	2

## **SECTION 5 – SALARIES**

### **5.1 General Wages.**

- A. Effective on July 1, 2012, the base rate of pay for all classifications represented by the Union will be reduced by two and three-quarters percent (2.75%).
- B. Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

### **One Time Lump Sum Payment 2012**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2012:
  - 1. The employee must be employed by the County on or before January 1, 2012;
  - 2. The employee must be employed on a permanent full time basis on April 1, 2012; and
  - 3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
    - a. Public Employees Union, Local One
    - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
    - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700

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- d. Professional & Technical Employees, AFSCME, Local 512
- e. Western Council of Engineers
- f. SEIU, Local 1021, Rank and File Unit
- g. SEIU, Local 1021, Service Line Supervisors Unit

- B. **PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent part time basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours (For example:  $\$500 \times (20/40) = \$250$ ).

- C. **PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

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The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24 (\$500 divided by 2080 hours).

- D. **EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a Per Diem basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24 (\$500 divided by 2080 hours).

- E. **LUMP SUM PAYMENT PROCESSED ON MAY 10, 2012 PAY WARRANT.** The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

## **One Time Lump Sum Payment 2013**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent full time basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit

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- c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
- d. Professional & Technical Employees, AFSCME, Local 512
- e. Western Council of Engineers
- f. SEIU, Local 1021, Rank and File Unit
- g. SEIU, Local 1021, Service Line Supervisors Unit

**B. PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent part time basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours ( $\$500 \times (20/40) = \$250$ ).

**C. PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers

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- f. SEIU, Local 1021, Rank and File Unit
- g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24 (\$500 divided by 2080 hours).

**D. EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

- 1. The employee must be employed by the County on or before January 1, 2012;
- 2. The employee must be employed on a Per Diem basis on April 1, 2013; and
- 3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24(\$500 divided by 2080 hours).

**E. LUMP SUM PAYMENT PROCESSED ON MAY 10, 2013 PAY WARRANT.** The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

**5.2 Entrance Salary.** Except as otherwise permitted in deep class resolutions, new employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Human Resources Director offers to meet confer with the Union on a case by case basis each time prior to formalizing the appointment.

**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

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- first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.4.a above.
- C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. Transfer, Reallocation & Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- F. 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 date 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 an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

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**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 5.10 - Salary on Promotion.

**5.8 Salary Reallocation & Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.9.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



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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.

- 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 5.10.

**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 5.14, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

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

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

**5.11 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 Salary on 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

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higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolutions, the salary of the employee shall be set as provided in the deep class resolutions at a step not to exceed a five percent (5%) increase in the employee's base salary.

However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on Salary on Promotion if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

**5.13 Pay for Work in Higher Classification.** When an employee in a permanent position in the merit system or an employee in the Family and Children's Service Unit is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.10 - Salary on Promotion of this Memorandum, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- A. When an employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a promotional procedure provided in this Memorandum.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty days (180) no additional waiting period will be required.
- G. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- H. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of

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work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.

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

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

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

The election to receive the advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the fifteenth (15th) of the month to the department payroll clerk who will forward the card with the Salary Advance Transmittal/Deviation Report to the Auditor-Controller payroll section.

Such an election would be effective in the month of the submission and would remain effective until revoked.

In the case of an election made pursuant to this Section 5.15 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

## **5.15 SALARIES AND DEFERRED COMPENSATION**

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

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and,
3. The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,

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4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

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

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

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

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

**Effective October 1, 2008 - February 28, 2010.**

1. 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 (8) hour days; for twenty-four (24) hour shift employees of the Health Services Department, the normal work week is forty (40) hours between 12:01 a.m. Sunday to 12:00 midnight Saturday. However, where operational requirements of a department require deviations from the usual pattern of five (5) eight (8) hour days per work week, an employee's work hours may be scheduled to meet these requirements. The Department Head shall prepare written schedules in advance to support all deviations encompassing the complete operational cycle contemplated.

2. 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), or change existing work schedules or existing hours of work, it will meet and confer with the Union prior to implementing said new shift or hours change. This obligation does not apply where there is an existing system for reassigning employees to different shifts or different starting/stopping times. Nothing herein prohibits

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affected employees and their supervisor from mutually agreeing on a change in existing hours of work provided other employees are not adversely impacted.

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

**Effective on March 1, 2010.**

### **6.1 Definitions**

- A. **Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.
- B. **Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- C. **Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.
- D. **4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.
- E. **9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.
- F. **Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules:** For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.
- G. **Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).
- H. **Workweek for Twenty-Four Hour (24) Facility Employees:** For employees who work in a twenty-four (24) hour facility in the Health Services Department and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

6.2- 4/10 Shifts 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),

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or change existing work schedules or existing hours of work, it will meet and confer with the Union prior to implementing said new shift or hours change. This obligation does not apply where there is an existing system for reassigning employees to different shifts or different starting/stopping times. Nothing herein prohibits affected employees and their supervisor from mutually agreeing on a change in existing hours of work provided other employees are not adversely impacted.

## **SECTION 7 - OVERTIME AND COMPENSATORY TIME**

**Effective October 1, 2008 – February 28, 2010.**

**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 overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

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

**7.2 Compensatory Time.** The following provisions shall apply:

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

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This provision may be waived at the discretion of the Department Head or his or her designee.

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

## **SECTION 7 - OVERTIME AND COMPENSATORY TIME**

**Effective March 1, 2010.**

**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 overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

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

**7.2 Compensatory Time.** The following provisions shall apply:

- A. Employees may periodically elect to accrue compensatory time off in lieu of overtime pay. Eligible employees must notify their Department Head or his or her designee of their intention to accrue compensatory time off or to receive overtime pay at least thirty (30) days in advance of the change.
- B. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. Employees who become eligible

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(i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines must elect to accrue compensatory time or they will be paid for authorized overtime hours worked.

- C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.
- D. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- E. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in D above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
- G. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
- H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in i below.
- I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, they shall be paid their accrued hours of compensatory time at the straight time rate of pay whenever:
  - 1. The employee changes status and is no longer eligible for compensatory time off.
  - 2. The employee promotes, demotes or transfer to another department.
  - 3. The employee separates from County service.
  - 4. The employee retires.
- J. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.



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### **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 supervisor can reach him/her on ten (10) minutes notice or less. An employee assigned to on-call time shall be paid one (1) hour of straight time credit for each four (4) hours of such on-call time unless otherwise provided in the supplemental sections of this Agreement. Where on-call arrangements exist, the Department Head shall designate which employees are on-call unless otherwise provided in the supplemental sections of this Agreement.

### **SECTION 10 - SHIFT DIFFERENTIAL**

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

To qualify for shift differential, an employee must have a regularly assigned daily work schedule which requires:

- A. Completion of more than one and one-half (1-1/2) hours over the normal actual working time; or
- B. At least four (4) hours of actual working time from 5:00 p.m. through 9:00 a.m. inclusive. However, employees who have been regularly working a shift qualifying for shift differential immediately preceding the commencement of a vacation, paid sick leave period, paid disability or other paid leave, will have shift differential included in computing the pay for their leave. The paid leave of an employee who is on a rotating shift schedule shall include the shift differential that would have been received had the employee worked the shift for which the employee was scheduled during such period. Shift differential shall only be paid during paid sick leave and paid disability as provided above for the first thirty (30) calendar days of each absence.

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

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

- A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- B. Advise employees in those classifications that position reductions may occur in their classifications.

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

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

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

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2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.
- D. Particular Rules on Displacing.
1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
  2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class as provided in Section 11.2.C.1 or, 2) in a class of the same or lower salary level as provided in Section 11.2.C.2 if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.
  3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Human Resources Director or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.
- E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class.
- Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.
- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily

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demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the Layoff list for the class of positions from which that person has been removed.

- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.
- J. Removal of Names from Layoff Lists. The Human Resources Director may remove the name of any eligible from a layoff list for any reason listed below:
1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
  2. On evidence that the eligible cannot be located by postal authorities.
  3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
  4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.
  5. If the eligible fails to respond to the Human Resources Director or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

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

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

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

**11.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

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

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

**11.6 Special Layoff Provisions.**

- A. Prior to the layoff of permanent full time employee(s) in any classification of a department, the department will release the same number of temporary employees in that classification and department as the number of permanent employees identified for layoff.
- B. Effective January 1, 2010, employees may transfer, in lieu of layoff and without

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- exhausting their displacement rights within their original department, to a position in another department, in the same classification (job code), only if the position in the other department is vacant, funded, already been granted a waiver from a hiring freeze, if any, and a personnel request pursuant to Part 7 of the Personnel Management Regulations to fill that position has been submitted to the Human Resources Department.
- C. Effective January 1, 2010, employees who are laid off and who meet the criteria set forth in subsections 1 through 4, below, may utilize 75% of their seniority to displace the employee having less seniority in the same class in a different department, the least senior employee being displaced first, and so on.
1. The laid off employee must hold a position in one of the following classifications:

	<u><b>Job Code</b></u>
Cook	1KWA
Lead Cook	1KTA
Custodian	GK7A, GKWB
Clerk Specialist	JWXD
Clerk Senior	JWXC
Clerk Experienced	JWXB
Clerk Beginning	JWXA, JWXE
Driver Clerk	9QWA
Eligibility Work Specialist	XHTB
  2. The laid off employee must first exhaust all displacement rights in the employee's department.
  3. The laid off employee must have at least four (4) years of seniority in his/her current classification.
  4. The laid off employee must meet any additional requirements of the position in the new department, e.g. pass a background investigation or possess a license or certification.
- D. The displacement process set forth in Section 11.6.C will be implemented in accordance with Section 11.2.C and D.
- E. A reduction in hours does not constitute a layoff for purposes of subsection C of Section 11.6.
- F. In the event of ties in seniority rights, such ties will be broken by length of last continuous permanent County employment. If there remain ties in seniority, such ties will be broken by random selection among the employees involved.
- G. Each employee who exercises his/her rights set forth in subsections B. and C. of Section 11.6 must serve a 90-day probationary period in the new department. Any employee who fails to successfully complete this probationary period will be placed on the layoff list for their original displacement class.

The provisions of Section 11.6 expire on June 29, 2013.

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### **SECTION 12 – HOLIDAYS**

Effective October 1, 2008 – February 28, 2010.

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

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

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

- B. Each full-time employee shall accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (6 minutes), and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.
- C. Employees in positions which work around the clock shall in addition to those holidays specified in Section 12.1.a celebrate Admission Day, Columbus Day, and Lincoln's Day as holidays, but shall not accrue the two (2) hours per month of personal holiday credit referenced in Section 12.1.b above.

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

- A. Employees on the five (5) 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 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. Employees will be paid one and one-half (1-1/2) times their basic salary rate for holidays actually worked in addition to regular pay for the holiday.

The purpose of this plan is to equalize holidays between employees on 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

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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.

If any holiday listed in Section 12.1.a above falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed in Section 12.1.a falls on a Sunday, it shall be celebrated on the following Monday. For employees in the Health Services Department (only) assigned to units or services on a shift operational cycle which includes Saturday or Sunday as designated by the appointing authority (rather than Monday through Friday eight (8) hours per day or a designated 4/10 or 9/80 schedule) holidays shall be observed on the day on which the holiday falls regardless if it is a Saturday or Sunday.

**12.3 Holiday Credit for 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 bear 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 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 regular pay for the holiday. Holiday shift pay shall be subject to provisions of Section 7.
- B. Absence on Holiday. The maximum time charged to sick leave, vacation or leave without pay on a holiday shall be two (2) hours.

**12.5 Accrual of Holiday 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.

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. Employees starting work after a list of those electing to accrue holiday time has been submitted to the Auditor and approved, will be paid overtime unless they specifically requested in writing within seven (7) calendar days to be placed on the accrual list.
- C. 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.
- D. Holiday time may not be accumulated in excess of two hundred eighty-eight (288) working hours. Holiday time may be accrued up to two hundred eighty-eight (288) hours, exclusive of regular vacation accruals. After two hundred eighty-eight (288) hours, holiday time shall be paid at the overtime rates as specified in Section 7.



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- E. Accrued holiday time may be taken off at times determined by mutual agreement of the employee and the Department Head.
- F. 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.

## **SECTION 12 HOLIDAYS**

**Effective on March 1, 2010.**

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

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

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

- B. Effective January 1, 2012, each full-time employee will accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (6 minutes), and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.
- C. Effective January 1, 2012, employees who work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1A, observe Admission day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4)-hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

### **12.2- Holiday is Not Worked**

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

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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. Holiday Observed in Excess of Eight (8) hours: When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use on one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
- C. Holidays Observed – Part time Employees: Part time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday in the same ratio as the number of hours the part time employee's weekly schedule bears to forty (40) hours, without a reduction in pay, whenever a holiday is observed by the County.
- D. Holiday on Regular Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules: When a holiday is observed by the County on the regularly scheduled day off of a full-time employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours flexible compensatory time or pay at the rate of 1.0 times his/her base rate of pay in recognition of his/her regularly scheduled day off.

Those employees covered by this subsection who before March 1, 2010, moved a holiday that fell on a scheduled day off to the work day preceding or following the holiday, will be given priority for request for time off on the day they would have observed the holiday over other requests for time off. This priority treatment does not apply to scheduled and approved vacation requests already granted to other employees. Further, the County retains the right to determine the maximum number of employees who may take time off work at the same time.

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

- A. Holiday Worked by Full-Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules (holiday falls on employee's regularly scheduled work day): When a full-time employee works on a holiday that falls on the employee's regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, for all hours worked up to a maximum of eight (8) hours. The employee is also entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday beyond eight hours, but only if the employee was required to work on the holiday due to an emergency, except as provided in Section 7.1 above. This

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provision applies to the regular, 4/10, 9/80, flexible, and alternate work schedules.

### **12.4 – Holiday is Worked and Holiday Falls on Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules:**

- A. Holiday Worked by Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules (holiday falls on employee's regularly scheduled day off): When a full-time employee works on a holiday that falls on the employee's regularly 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) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision applies to employees on 4/10, 9/80, flexible, and alternate work schedules.
- B. See Section 12.3 A. when an employee on a regular work schedule works on a holiday.

### **12.5 - Holiday and Compensatory Time Provisions**

- A. Maximum Accruals of Holiday Comp Time: Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- B. Pay Off of Holiday Comp Time: Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for holiday compensatory time.
- C. Maximum Accruals of Flexible Compensatory Time: Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- D. Pay Off of Flexible Comp Time: Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer assignment, or promotion or demotion into a position that is not eligible for flexible compensatory time.

### **12.6 – Holidays for Full Time Employees who Work in Twenty-Four (24) Hour Facilities AND who do NOT Accrue Four (4) Hours per Month of Personal Holiday Credit:**

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A. All of the provisions of Section 12 apply to all of the full time employees who work in twenty-four (24) hour facilities, who do not accrue four (4) hours per month of personal holiday credit.

B. Additionally, when a holiday falls on the regularly scheduled day off of a full-time employee who works in a twenty-four (24) hour facility AND who does not accrue four (4) hours per month of personal holiday credit, the employee's regularly scheduled day off moves to the employee's next scheduled work day.

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

**12.7 – Provisions for Part-Time Employees and Permanent-Intermittent Employees – Re-opener:** 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.

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

## **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 5.8 of this MOU. Vacation credits may be taken in one-tenth hour (six minute) increments but may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

**13.2 Vacation Leave on Reemployment From a Layoff List.** Employees with six months or more service in a permanent position prior to their layoff who are employed from a layoff list, shall be considered as having completed six months tenure in a

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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.

**13.3 Vacation Accrual Rates.** For employees hired into a class in any bargaining unit covered by this MOU prior to September 1, 1979 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	
30 years and up	23-1/3	560	

For employees hired into a class of one of the following bargaining units on or after September 1, 1979 the rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows: Agriculture/Animal Services, Building Trades, Engineering, General Services & Maintenance, and Probation Units.

<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

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

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

*Example:*

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

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

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

### *Example Two:*

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

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

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

### *Example One:*

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

### *Example Two:*

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

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

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**13.4 Bridged Service Time.** Employees who are rehired and have their service bridged in accordance with the provisions of this MOU shall accrue vacation in accordance with the accrual formula for employees hired after September 1, 1979. However, prior service time which has been bridged shall count toward longevity accrual.

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

**13.6 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.

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

## **SECTION 14 - SICK LEAVE**

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

**14.2 Credits to and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations and Memoranda of Understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minutes) increments.

Unused sick leave credits accumulate from year to year.

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

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

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

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

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

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

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

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

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  - 1. An application for retirement due to disability has been filed with the Retirement Board.
  - 2. Satisfactory medical evidence of such disability is received by the appointing authority within 30 days of the start of use of sick leave for permanent disability.
  - 3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or



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recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:

1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
3. Except as set forth in Section 14.3 H Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.

E. Medical and Dental Appointments. An employee may use paid sick leave credits:

1. For working time used in keeping medical and dental appointments for the employee's own care; and
2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.

F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.

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

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

I. Accumulated paid sick leave credits may not be used in the following situations:

1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County

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Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.

2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

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

### A. Employee Responsibilities

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

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

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

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.a.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.

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3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

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

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

### **14.5 Disability.**

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

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- physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (a) or (b) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
1. A statement of the leave of absence or suspension proposed.
  2. The proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee.
  3. A statement of the basis upon which the action is being taken.
  4. A statement that the employee may review the materials upon which the action is taken.
  5. A statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by mail, effective either upon personal delivery or deposit in the US Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Human Resources Director to the Merit Board. Alternatively, the employee may file a written election with the Human Resources Director 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

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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 Human Resources Director to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

### Scope of the Arbitrator's Review.

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

**14.6 Workers' Compensation.** A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000, during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 87% to 86%. For all accepted claims filed with the County on or after January 1, 2007, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 86% to 80%. For all accepted claims filed with the County on or after January 1, 2008, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 80% to 75%. If Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

- A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician.

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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. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Payment of continuing pay and/or temporary disability compensation is made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.

When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits

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

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

- D. If an injured employee remains eligible for temporary disability beyond one year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (vacation charges to be approved by the department and the employee). If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- E. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive salary by integrating sick leave and/or

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vacation accruals with Workers' Compensation rehabilitation temporary disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.

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

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

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

For example:

W = \$960 per month Workers' Compensation  
S = \$1667 per month salary  
8 = 8 hours  
C = Hours to be charged to Sick Leave

$$\begin{aligned} C &= 8 [1 - (\$960 \div \$1,667)] \\ C &= 8 [1 - (.5758)] \\ C &= 8 (.4242) \\ C &= 3.39 \end{aligned}$$

3 hours chargeable to sick leave  
5 hours chargeable to Workers' Compensation

**14.7 Rehabilitation Program.** On May 26, 1981, the Board of Supervisors established a Labor-Management Committee to administer a rehabilitation program for disabled employees. It is understood that the benefits specified above in this Section 14 shall be coordinated with the rehabilitation program as determined by the Labor-Management Committee. The Rehabilitation Committee will meet within sixty (60) days of ratification of this MOU. The County will schedule committee meetings on a quarterly basis.

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

## **SECTION 15 - CATASTROPHIC LEAVE BANK**

**15.1 Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank.

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Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

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

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

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donation from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants,



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on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

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

## **SECTION 16 - STATE DISABILITY INSURANCE (SDI)**

**16.1 General Provisions.** The California SDI program provides disability benefits beginning on the eighth (8th) calendar day of a qualifying disability unless the employee is hospitalized. Upon hospitalization, benefits can be payable from the first day of the disability. If the disability exceeds fourteen (14) calendar days, benefits can be payable from the first day of the disability. The maximum period of state disability payments is up to one (1) year. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California.

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of hospitalization in a timely manner in order for the department to make appropriate integration adjustments. State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

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

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

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

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

When the SDI benefit is exhausted, sick leave integration terminates. Then the employee may use sick leave or other accruals.

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

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

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

**16.3 Method of Integration.** Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.

The amount of sick leave charged each employee will be calculated in the following manner:

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration. The formula for full-time employees' sick leave integration charges is shown below:

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

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

**16.4 Definition.** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

## **SECTION 17 - LEAVE OF ABSENCE**

**17.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; 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.

**17.2 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 any of the following reasons:

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1. Illness or disability.
  2. Pregnancy.
  3. Parental.
  4. To take a course of study such as will increase the employee's usefulness on return to the position.
  5. For other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date an employee uses his/her FMLA leave in accordance with Section 17.5 below.
- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, or serious health condition, the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

**17.3 Furlough Days Without Pay (VTO).** Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.8 (Compensation for Portion of Month) of this MOU. Full-time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Section 12.1, 13.1, 13.3, 14.2 and

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14.8 of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

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

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

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

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

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

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

**17.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

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

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

- A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in California Civil Code Section 4100.
- D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
  - 1. The date, if known, on which the serious health condition commenced.
  - 2. The probable duration of the condition.
  - 3. An estimate of the amount of time which the employee needs to render care or supervision.
  - 4. A statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision.
  - 5. If for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.

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- G. Certification for Family Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. The date, if known, on which the serious health condition commenced.
  2. The probable duration of the condition.
  3. A statement that the employee is unable to perform the functions of the employee's job.
  4. If for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.
- H. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

**17.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.D (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the eighteen (18) week family care leave period.

**17.11 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 17.5 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 17.12. 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.

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

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration or as provided Section 16.3 or in the sections below.
- B. Family Care or Medical Leave (FMLA). During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of

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sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.

- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

**17.13 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Workforce Reduction/Layoff/Reassignment shall apply.

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

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

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

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

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

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

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

- A. When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.
- B. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.
- C. If summoned for jury duty in a Superior, Federal Court, or a Coroners jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.
- D. When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:
  - 1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.
  - 2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.
- E. Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.
- F. An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.



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- G. When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.
- H. Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

**18.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage 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 18 of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

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

- A. Contra Costa Health Plans (CCHP)
- B. Kaiser Permanente Health Plan
- C. Health Net
- D. Delta Dental
- E. DeltaCare (PMI)

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

### **19.2 Monthly Premium Subsidy:**

- A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

- 1. Contra Costa Health Plans (CCHP), Plan A  
Single: \$ 509.92  
Family: \$1,214.90
- 2. Contra Costa Health Plans (CCHP), Plan B  
Single: \$528.50  
Family: \$1,255.79
- 3. Kaiser Permanente Health Plan

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Single: \$478.91  
Family: \$1,115.84

4. Health Net HMO  
Single: \$627.79  
Family: \$1,540.02
  5. Health Net PPO  
Single: \$604.60  
Family: \$1,436.25
  6. Delta Dental with CCHP A or B  
Single: \$41.17  
Family: \$93.00
  7. Delta Dental with Kaiser or Health Net  
Single: \$34.02  
Family: \$76.77
  8. Delta Dental without a Health Plan  
Single: \$43.35  
Family: \$97.81
  9. DeltaCare (PMI) with CCHP A or B  
Single: \$25.41  
Family: \$54.91
  10. DeltaCare (PMI) with Kaiser or Health Net  
Single: \$21.31  
Family: \$46.05
  11. DeltaCare (PMI) without a Health Plan  
Single: \$27.31  
Family: \$59.03
- B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

### **19.3 Retirement Coverage:**

- A. Upon Retirement:
1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are

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either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 19.2 for eligible retirees and their eligible family members.

2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
  3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.
- B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
  2. Life insurance coverage is not included.
  3. To continue health and dental coverage, the employee must:
    - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
    - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
    - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
    - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
  4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to

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the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (A) above, as similarly situated retirees who did not defer retirement.

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

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

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.

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

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

### **A. Health Insurance**

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

### **B. Dental Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) Under age 19; or
    - (2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      - ii. Receives at least 50% of support from Employee; and,
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - d. Employee's Disabled Child who is:
    - (1) Over age 19,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

**19.6 Dual Coverage:**

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

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

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

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

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

**19.11 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside 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

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recovered by the employee.

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

**19.13 Prevailing Section:** To the extent that any provision of this Section (Section 19 Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 19 Health, Life & Dental Care) will prevail.

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

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

### **19.16 Coverage During Absences**

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

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

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

**19.18 Health Care Oversight Committee.** The County and the Health Care Oversight Committee will continue during the duration of this agreement.

## **SECTION 20 - PROBATIONARY PERIOD**

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

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years duration. For promotional appointments, the probation period shall be from six (6) months to two (2) years duration.

**20.2 Classes With Probationary Period Over Six /Nine Months.** Listed below are those classes represented by the Union which have probation periods in excess of nine (9) months for original entrance appointments and six (6) months for promotional appointments:

Agricultural Biologist Trainee - one (1) year  
Animal Services Officer - one (1) year  
Apprentice Mechanic - two (2) years  
Child Support Specialist - one (1) year  
Public Service Officer - one (1) year  
Security Guard - one (1) year  
Weights & Measures Inspector Trainee - one (1) year

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

**20.4 Criteria.** The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.

For those employees appointed to permanent-intermittent positions with a nine (9) month probation period, probation will be considered completed upon serving fifteen hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

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

- A. **Appeal from Rejection.** Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political, or religious or union activities, or race, color, national origin, sex, age, disability, or sexual orientation.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the



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relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.

- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

**20.6 Regular Appointment.** The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing, except as provided in Section 20.5.A. This provision only applies to those probationary employees whose probationary periods end more than sixty (60) days after the date this Memorandum of Understanding is adopted by the Board of Supervisors.

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.

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

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

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

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certified and appointed in a different department or classification than that from which the employee was laid off.

## **SECTION 21 - PROMOTION**

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

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

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

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

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

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

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

**21.6 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy (70) percent or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05%) for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the

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rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

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

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

## **SECTION 22 - TRANSFER & REASSIGNMENT**

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

- A. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure.
- B. The employee shall have permanent status in the merit system and shall be in good standing.
- C. The appointing authority or authorities involved in the transaction shall have indicated their agreement in writing.
- D. The employee concerned shall have indicated agreement to the change in writing.
- E. The Director of Human Resources shall have approved the change. Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

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

**22.3 Reassignment of Work Location.** Employees desirous of reassignment to a position in the same classification at another work location shall submit a request for reassignment in writing to the Department Head. When openings occur in various work locations, requests for reassignment will be reviewed with consideration given to various factors including but not limited to distance of employee's residence from desired work location and relative length of service of the applicants for a particular location. The Department Head or designated representative shall make the sole determination as to assignment of personnel, except as otherwise provided in the supplemental sections of this MOU. This provision applies to intradepartmental reassignments only.

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This provision for work location reassignments applies only to the following units: Agriculture Unit (excluding the Weights and Measures Division) and Library Unit.

**22.4 Voluntary Reassignment (Bidding) Procedure.** The below listed procedure shall apply to the following groups of employees: the entire General Services and Maintenance Unit, the entire LVN-Attendant/Aide Unit, the entire Health Services Unit, and that portion of the Engineering Unit in the Public Works Department.

Permanent employees may request reassignment to vacant permanent positions in the same classification or in the same level of their deep classification. All permanent vacancies will be offered for bid to presently assigned full-time, part-time and permanent-intermittent employees for reassignment. Nothing herein precludes the making of temporary reassignments not entailing the filling of vacant permanent positions. The following procedures shall apply:

- A. Responsibility. Implementation of the reassignment procedure is the responsibility of the supervisor of the position which is vacant.
- B. Vacancy Notices Posted. Vacant position notices for positions which are to be filled shall be posted for seven (7) calendar days. The notice shall specify job characteristics including the specific hours and days of work, noting that the hours and days of work are subject to change as provided for by the MOU and shall be posted only once. The supervisor may begin interviewing bidders immediately upon posting the bid notice. If the supervisor receives less than three (3) bidders, he or she may fill the position by using the Merit System eligible list or by making internal reassignments. For purposes of this procedure, a bidder is an employee in the same class who is eligible to bid under Section d, following, and who meets all the minimum qualifications for the position including any specialized requirements such as bilingual ability, position flag requirements, and who submits a bid on the position.
- C. All Vacancies Must be Posted. All vacant positions which may occur by creation of new positions, separation, promotion, demotion or reassignment must be posted for permanent employee bidding.
- D. Who May Request Reassignment. All permanent full-time, permanent part-time or permanent-intermittent employees may request reassignment to any open permanent position in the same classification or in the same level of a deep classification anywhere else in their Department.
- E. Who May Not Request Reassignment. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.
- F. Employee Selection. If three (3) or more employees bid on the position, the position shall be filled from among the three (3) most senior bidders. For the purposes of bidder selection, the "Rule of 3" shall apply. That is, the supervisor is entitled to select from three (3) candidates and the three (3) most senior may be considered as equal. Seniority for bidding purposes means classification seniority for layoff purposes. If two (2) employees bid, the supervisor shall be entitled to one (1) additional name from an eligible list. If one (1) employee bids, the supervisor shall be entitled to two (2) additional names from an eligible list. If no

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employees bid, the supervisor may fill the position from an eligible list or otherwise in accordance with the Personnel Management Regulations.

The supervisor shall offer to interview all candidates either in person or on the telephone. Subsequent to submitting a bid, an employee may waive consideration for the position at any time by notifying the supervisor verbally or in writing in which case the next most senior bidder (if any) or candidate from the eligible list may be considered. The remaining active bidders will be advised within ten (10) work days after the posting is removed whether they have been selected or the status of their bid. If requested by the employee, supervisors shall give an employee in writing the reason(s) why he or she was not selected.

- G. No Old Job Claim. The selected employee shall have no claim on the job(s) he or she left. If a decision is made by the employee to seek immediate reassignment, the employee may only be placed in another vacant position in accordance with this policy.
- H. Bidding While on Leave. Employees interested in a particular assignment and wishing to be notified of an open position while on vacation, sick leave or leave of absence (not scheduled day off) may leave a written notice or a self-addressed, stamped envelope with the supervisor of the position they are interested in.
- I. Probationary and New Assignment Bidding. Employees who are on probation or who have been in a new work assignment for less than three (3) months, may bid for a vacant position which is open. The bid will be considered if, when bidding is closed, there are less than three (3) employees who are not on probation or in new assignments who have bid for the position. Bids from employees on probation or in new assignments will be in addition to any names referred to the department through the certification process described in Section 22.4-f above. Probation Counselors who have completed three (3) months of their one (1) year probation may bid the same as all other permanent employees.

## **CONTRA COSTA COUNTY - LOCAL NO. 1 BID NOTICE**

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**TO:** Permanent Employees in the class of \_\_\_\_\_

**FROM:** \_\_\_\_\_  
Name Title

### **SUBJECT: NOTICE OF OPEN POSITION**

Classification: \_\_\_\_\_ Position No: \_\_\_\_\_  
Level: \_\_\_\_\_ Position Type: FT\_\_\_ PPT\_\_\_ PI\_\_\_  
(If deep classification)

Department: \_\_\_\_\_ Division: \_\_\_\_\_  
Geographic Area: \_\_\_\_\_  
(East, West, Central)

Worksite (street address, etc.): \_\_\_\_\_  
Shift/Hours: \_\_\_\_\_ Days Off: \_\_\_\_\_  
Other Requirements (i.e., bilingual ability, position flags): \_\_\_\_\_

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All eligible full time, permanent part-time, or permanent-intermittent employees in the above classification interested in this position, submit bids IN WRITING on Form 103 (WIDS) to:

\_\_\_\_\_ by: \_\_\_\_\_  
Name Date Time of Day

Posting Date:\_\_\_\_\_ Removal Date:\_\_\_\_\_

**22.5 Involuntary Reassignment Procedure.** The below listed procedure shall apply to the following groups of employees (except in the case of layoffs where Section 22.6 governs): entire General Services and Maintenance Unit; entire LVN/Attendant/Aide Unit; entire Health Services Unit; Probation Counselors in the Probation Department; and that portion of the Engineering Unit in the Public Works Department.

Department management, at its sole discretion, may determine from time to time that involuntary reassignments of staff are required. Involuntary reassignments are the reassignments of permanent employees in their existing classification to a new worksite, shift, or program area. Such decisions may result from inability to fill a vacancy through the voluntary reassignment procedure or from a determination that excess staff are allocated to a certain site, shift, or program. When such decisions are made and the reassignments are permanent, the below listed procedure shall apply.

This policy shall not apply to temporary reassignments of less than eight (8) weeks duration to cover such things as vacation relief, sick leave absences, temporary shifts in workload, training assignments, or temporary short term assignments to cover vacant positions which could not be filled through the voluntary reassignment policy and for which actions are underway to fill permanent from an eligible list. If a temporary reassignment is expected to exceed eight (8) weeks in duration, the affected Department shall either use the below listed procedure or will meet and confer with the Union on a case by case basis regarding an alternative approach:

- A. Management will identify the classifications and positions from which reassignments are necessary.
- B. Affected employees will be provided with a list of vacancies/ assignments for which they may apply.
- C. Affected employees shall be given the opportunity to volunteer for the available vacancies/assignments and shall be considered in accordance with Part f. of the voluntary reassignment procedure.
- D. If there are insufficient volunteers for the number of available positions or no volunteers, and involuntary reassignments are still required, the least senior qualified affected employee shall be reassigned to the vacant assignment identified by management, followed by the next least senior employee, and so on in inverse order of seniority until all necessary reassignments are completed. Qualified is defined as a person possessing the necessary training or experience for the specific assignment.

Seniority for involuntary reassignment purposes shall be defined as seniority within classification. Nothing contained in this Section shall prohibit the Department and the Union from making a mutually agreed upon alternative arrangement.

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In no event shall reassignments be utilized for disciplinary purposes.

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

- A. A list of vacant positions shall be posted in work areas of all affected employees for a minimum of five (5) work days.
- B. Employees shall be given the opportunity to volunteer for vacancies and shall be reassigned on the basis of seniority.
- C. If there are no volunteers for reassignment, the least senior employee(s) in that class shall be reassigned.
- D. Management shall have the sole prerogative to select the vacancy to which the least senior employee(s) shall be reassigned.

Seniority for reassignment purposes shall be defined as (in Section II, Layoff) seniority within classification. If reduction or reassignment by site is necessary, the least senior employee in the affected class at the site shall be reassigned. If reduction or reassignment is necessary by shift, the least senior employee in the affected class assigned to the affected shift shall be reassigned. Nothing contained in this Section shall prohibit a Department and the Union from making a mutually agreed upon alternative arrangement.

## **SECTION 23 - RESIGNATIONS**

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

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

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

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

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option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

**23.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative on that date or another date specified. An employee who resigns without advance notice as set forth in Section 23.1, may seek recession of the resignation and reinstatement by delivering an appeal in writing to the Human Resources not later than close of business on the third (3rd) calendar day after the resignation is effective. Within five (5) work days of receipt of the appeal, the Human Resources Director shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

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

### **23.5 Coerced Resignations.**

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

## **SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

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



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- A. Absence without leave.
- B. Conviction of any criminal act involving moral turpitude.
- C. Conduct tending to bring the merit system into disrepute.
- D. Disorderly or immoral conduct.
- E. Incompetence or inefficiency.
- F. Insubordination.
- G. Being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises.
- H. Neglect of duty (i.e. non-performance of assigned responsibilities).
- I. Negligent or willful damage to public property or waste of public supplies or equipment.
- J. Violation of any lawful or reasonable regulation or order given by a supervisor or Department Head.
- K. Willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations.
- L. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- M. Misappropriation of County funds or property.
- N. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU.
- O. Dishonesty or theft.
- P. Excessive or unexcused absenteeism and/or tardiness.
- Q. Sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

**24.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.

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- 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.

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

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

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

**24.4 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.

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

### **24.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion.**

- A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by

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certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.

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

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

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

## **SECTION 25 - GRIEVANCE PROCEDURE**

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

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

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

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing. If either the union or grievant request a meeting with the Department Head or his/her designee at this step, such a meeting will be held.

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

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

**Step 4.** No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed by the union within ten (10) work days of the written response of the 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 may be submitted in writing to the Director of Human Resources or designee within seven (7) work days requesting referral to mediation (State Mediation and Conciliation Service) or an Adjustment Board. The mediation option is only available with the concurrence of the Human Resources Director or designee. The mediation option terminates on June 30, 2013, and does not continue beyond the expiration date of this MOU without express written agreement of the parties to continue the practice. The Adjustment Board will be comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of the Union presenting this grievance, and three (3) representative of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff of an organization employed to represent the County in the meeting and conferring process. The Adjustment Board will convene on the second (2<sup>nd</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the Adjustment Board will be placed on the agenda for the next regular meeting.

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

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

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the costs of its own presentation, including preparation and post hearing briefs, if any.

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

### Expedited Board of Adjustment (EBA)

- A. The EBA will be composed of two (2) Coalition Union representatives from Local 1, AFSCME 2700, AFSCME 512, SEIU 1021 and/or Western Council of Engineers, no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator.. The Unions and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that Board member terms are staggered.
- B. The County and the Coalition Unions (hereafter “parties”) will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the Arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The Arbitrator will serve a one year term; however, the Arbitrator may be replaced at any time by agreement between the Coalition Unions and the County. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by majority vote of the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- C. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- D. The Union filing the grievance and the County will each pay one-half (1/2) of the arbitrator’s fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

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- A. The EBA will convene on the fourth (4<sup>th</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement.

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

The Expedited Board of Adjustment continues as a trial program expanded to apply to all Coalition Unions. The parties will continually assess the effectiveness of the program during the term of this MOU. The Expedited Board of Adjustment Program will terminate on June 30, 2013, and does not continue beyond the expiration date of this MOU without the express written agreement of the parties to continue the program.

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

- A. Decisions of Adjustment Boards, Arbitrators, and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Adjustment Board, Arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and under such dispute falls within the definition of a grievance as set forth in Subsection 25.1 above.
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No Adjustment Board, Arbitrator, or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.

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- 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 arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.

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

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

**25.6 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 or arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Union.

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

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

## **25.8 Merit Board.**

- A. All Grievances of employees in representation units represented by the Union shall be processed under Section 25 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.

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- B. No action under Steps 3, 4 and 5 of Subsection 25.1 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.

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

## **SECTION 26 - BILINGUAL PAY**

A salary differential of eighty dollars (\$80.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. The Union shall be notified when such designations are made. Effective January 1, 2007, the differential shall be increased to a total of one hundred dollars (\$100.00) per month.

## **SECTION 27 – RETIREMENT CONTRIBUTION**

**27.1 Contribution.** Effective on January 1, 2012 employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. 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. Except as provided in section 27.3 (Safety Employees Retirement) subsection A, the County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

## **27.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.**

- A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty years of age ("2% at 60 "). 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 (36) 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 "Tier IV."
- B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.
- C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.
- D. The County will seek enabling legislation amending the County



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Employees Retirement Law of 1937 to implement Tier IV. Draft language will be submitted to Coalition representatives and made the subject of the meet and confer process prior to introduction. The Union must support the legislation, in addition to the County.

- E. This Section 27.2 does not apply to employees employed at the Contra Costa County Employees Retirement Association (CCCERA).

### **27.3 Safety Employees Retirement**

#### **A. Tier A Enhanced Retirement Benefits – Employees Hired or Re-hired Before January 1, 2013.**

For County employees who are covered by this Agreement who are hired or re-hired by the County before January 1, 2013, and are safety members of CCCERA, the retirement formula shall be “3 percent at 50”. The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee’s final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefit is known as Tier A. Each employee in Tier A shall pay nine (9) percent of his or her retirement base to pay part of the employer’s contribution for the cost of the Tier A retirement benefit.

#### **B. Tier D Retirement Benefit - Employees Hired or Re-Hired After December 31, 2012.**

1. Retirement Benefit. For 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 (36) 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."
2. The disability provisions for Tier D will be the same as the Tier A disability provisions.
3. 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.
4. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to implement Tier D. Draft language will be submitted to Coalition representatives and made the subject of the meet and confer process prior to introduction. The Union must support the legislation, in addition to the County.
5. This Section 27.3 does not apply to employees employed at the Contra Costa County Employees Retirement Association (CCCERA).

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### **SECTION 28 - TRAINING REIMBURSEMENT**

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

### **SECTION 29 - SAFETY SHOES AND PRESCRIPTION SAFETY EYEGLASSES**

For each two year period starting January 1, 2006, eligible employees will be allowed reimbursement for the purchase and repair of safety shoes, and the purchase of toe guards, up to a maximum of two hundred and seventy-five dollars (\$275). There is no limitation on the number of shoes or toe guards, or number of repairs allowed.

The County will provide those employees currently eligible for safety shoe allowance with two (2) methods for purchasing safety shoes:

- A. Reimbursement for the purchase and repair of safety shoes up to the maximum amount stated above for each two (2) year period.
- B. Voucher obtained from the eligible employees' Department for an identified vendor for the purchase of safety shoes up to the maximum amount stated above for each two (2) year period.
- C. The County agrees to provide a second vendor for the purchase of safety shoes. The County will endeavor to secure Red Wings as the second vendor and to identify two locations where the shoes may be obtained by voucher.

The eligible employee will inform his/her Department's accounting section of the desired method for purchasing safety shoes at the beginning of each calendar year.

The County will reimburse eligible employees for prescription safety eyeglasses which are approved by the County and are obtained from such establishment as required by the County up to one (1) pair per year.

The County agrees to modify the prescription safety glasses allowance to reflect an additional \$20 allowance annually for lenses, and an additional \$10.00 allowance annually towards the purchase of safety frames.

Additionally, the County will modify the current contract with Vendor to allow employees to upgrade to Featherwate Lens Types (High Impact). Any additional cost for current contract upgrades or Featherwate lens types (High Impact) upgrades that exceeds the County allowance as noted above will be borne by the employee.

### **SECTION 30 - VIDEO DISPLAY TERMINAL (VDT) USERS EYE EXAMINATION**

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

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

## **SECTION 31 - PERFORMANCE EVALUATION PROCEDURE**

The following procedures shall apply in those departments which already have a formal written performance evaluation system. Nothing herein shall be construed to require the establishment of such a system where it does not currently exist.

- A. Goal: A basic goal of the employee evaluation is to help each employee perform his/her job more effectively to the mutual benefit of the employee and the County. The evaluation process provides an ongoing means of evaluating an employee's job performance and promoting the improvement of the job performance. The evaluation process also provides the opportunity to recognize and document outstanding service as well as service that has been unsatisfactory to the County.
- B. Frequency of Evaluation.
  - 1. Probationary employees shall be evaluated at least once during their probationary period.
  - 2. Permanent employees may be evaluated every year.
- C. Procedure.
  - 1. An employee shall generally be evaluated by the first level management supervisor above the employee.
  - 2. It will be necessary in some cases for a supervisor to consult with the employee's immediate work director in order to make a comprehensive evaluation.
  - 3. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties. Comments based on secondary information shall have supportive documentation.

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4. An employee will be informed in advance of a meeting with his/her supervisor to discuss the employee's evaluation and to put the evaluation in writing on the department evaluation forms.
5. The employee shall be informed of his/her right to prepare and have attached to the evaluation form any written comments which the employee wishes to make.
6. When an employee is rated below satisfactory on any factor, the evaluation will give the reasons for such rating and include specific recommendations for improvement in writing.
7. The employee's signing of an evaluation form does not necessarily mean that the employee agrees with the evaluation but it does mean that the employee has had an opportunity to discuss the evaluation with his/her evaluator.
8. The employee will be given a copy of his/her completed evaluation form at the time form is signed by the employee. (Confirmation of final version to be received later.)
9. Any rating below average or unsatisfactory shall be supported by written documentation received by the employee at the time the incident(s) occurred.
10. Nothing shall be added by management to an evaluation after the employee has signed and received a copy of the evaluation without the employee's written acknowledgment.

Failure to follow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable, but may be mediated by the Director of Human Resources upon request of either the employee or the Department. Prior to being mediated by the Director of Human Resources either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finders shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

## **SECTION 32- MILEAGE**

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

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

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### **SECTION 33 - PAY WARRANT ERRORS**

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

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

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

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

### **SECTION 34 - FLEXIBLE STAFFING**

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

### **SECTION 35 - PROVISIONAL APPOINTMENT**

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

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

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

A provisional appointment shall be terminated within thirty (30) days after the date of certification of eligibles from an appropriate eligible list. All decisions of the Director of Human Resources relative to provisional appointments are final and not subject to the grievance procedure.

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

## **SECTION 36 - PERSONNEL FILES**

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

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

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

All documents pertaining to disciplinary actions shall be placed in the employee's official personnel file within five (5) work days after the time management becomes aware of the

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

Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall be given to an employee who shall have the right to respond in writing to said documents.

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

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

The County will participate in a committee of four (4) union and four (4) operating department managers to revise and clarify MOU Section 36, Personnel Files. Subject committee will be chaired by a non-voting chairperson from the County Human Resources Department and will hold their first meeting within ninety (90) days of approval of this MOU and will issue a report within one hundred eighty (180) days of the date of the first meeting.

## **SECTION 37 - 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

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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 38 - REIMBURSEMENT FOR MEAL EXPENSES**

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

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

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

## **SECTION 39 - DETENTION FACILITY MEALS**

The charge for a meal purchased in a detention facility by employees represented by Local No. 1 is one dollar (\$1.00) per meal. Employees assigned to a detention facility are not, however, required to purchase a meal.

## **SECTION 40 - COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY**

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

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



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

## **SECTION 41 - UNFAIR LABOR PRACTICE**

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

## **SECTION 42 - HARASSMENT**

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

## **SECTION 43 - LENGTH OF SERVICE DEFINITION (For Service Awards and Vacation Accruals)**

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

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### **SECTION 44 - 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 45 - PERMANENT-INTERMITTENT EMPLOYEE BENEFITS**

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

### **SECTION 46 - PERMANENT-INTERMITTENT EMPLOYEES HEALTH PLAN**

**46.1** A permanent-intermittent employee represented by Contra Costa County Employees Association, Local No. 1 may participate in the County Group Health Plans if combined medical, dental and life insurance coverage is wholly at the employee's expense but at the group insurance rate. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plans and reinstatement may only be effectuated during the annual open enrollment period.

46.2 The following benefit program shall be offered to permanent-intermittent employees:

- A. Program. The County shall offer CCHP Plan A-2 at the subsidy rate below to those permanent-intermittent employees who meet and maintain eligibility.
- i. Through December 31, 2009 the County will pay the monthly premium subsidy of sixty-four percent (64%) of the cost of the CCHP Plan A-2 premium for a single individual.
  - ii. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A-2 that is equal to sixty percent (60%) of the total monthly premium that is paid for a single individual for the plan in 2010. If there is an increase in the premium charged for a single individual by CCHP Plan A-2 for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health, the County additionally will pay that portion of the premium increase charged for a single individual that exceeds eleven percent (11%) of the 2010 premium.
  - iii. After June 29, 2011, the County will pay a monthly premium subsidy for the CCHP Plan A-2 that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the CCHP Plan A-2.

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- B. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a permanent-intermittent employee must remain in paid status during each successive month.
- C. Pre-Pay. Employees who have achieved eligibility under the terms of 46.2b will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, employees who meet the eligibility requirements and who have been voluntarily paying the total premium for one of the County Group Health Plans shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
- D. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in C. above for payment for this optional coverage.
- E. Implementation. Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees. Permanent-intermittent employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.
- F. Employees who are temporarily ineligible may purchase, at their own cost, the plan in accordance with the procedures set forth by the Contra Costa County Health Plan.

Nothing in Section 46.2 shall prevent an employee from electing health coverage under either Section 46.1 or Section 46.2

## **SECTION 47 - PROVISIONAL EMPLOYEE BENEFITS**

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

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

## **SECTION 48 - HAZARD PAY DIFFERENTIAL FOR HEALTH SERVICES EMPLOYEES**

Any employee assigned to a position which 1) involves some number of work hours assigned to Wards 4C and 4D, Hospital Emergency Room, Hospital Reception Center, Main Detention Facility, Richmond Psychiatric Emergency Room, or Conservatorship Program, or 2) requires continuous direct contact with patients having a contagious disease, or 3) any other employee whom the Board of Supervisors may by resolution authorize, shall receive per hour worked a premium of five percent (5%) of the hourly

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equivalent of his/her base rate in addition to his/her regular compensation and in addition to the shift differential provided for in this MOU where he/she meets the requirements of both Section 10 and this Section.

## **SECTION 49 - LUNCH PERIOD**

Employees who are in a pay status during their lunch are on call during their lunch period. Employees who are not in a pay status during their lunch are on their own time during their lunch period.

## **SECTION 50 - REST BREAKS**

Employees shall be entitled to a rest break for each four (4) hours of work. Scheduling of rest breaks shall be determined by management.

## **SECTION 51 - HEALTH EXAMINATION**

Employees of the County who work in a Health Services Department facility will annually be required to complete a Health Questionnaire and take a Tuberculosis Skin Test. In the event that an employee had a positive reaction to a Tuberculosis Skin Test, said employee will be requested to show proof of having had two (2) negative chest x-rays at least one year apart.

Employees will also be requested to be screened for Rubella immunity. If the result of the Rubella test is negative, the appointing authority or designee will recommend that the employee become immunized. If the employee has direct patient contact and refuses to become immunized, an attempt will be made to relocate the employee to a non-patient care area if possible.

## **SECTION 52 - CLASSIFICATION STUDIES, SPECIAL STUDIES OR OTHER ACTIONS**

- A. The County and Local One agree to establish a subcommittee comprised of three (3) labor and three (3) management employees to review the MOU and to identify and recommend to the parties, the corrections of all typographical errors, inadvertent errors and omissions, and the deletion of obsolete language.
- B. Wellness Incentive Program. A broad-based pilot Wellness Incentive Program will be developed with input from the joint Labor/Management Wellness Committee. The purpose of this program will be to reward County employees with incentives for participating in Wellness Program activities and encourage them to live healthier lifestyles. The Wellness Committee will work closely with the Human Resources Department on program design and implementation.

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

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

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

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

- C. Other Actions. Permanent-Intermittent and Permanent Part-time employees in classes represented by Local No. 1 who wish to have the hours of their position increased, must so request in writing. These requests must be received by the employee's department during the month of January and/or July for the duration of this MOU.

Departments reviewing these requests will evaluate them within thirty (30) days of their receipt by considering the actual hours assigned to and worked by the employee during the previous six (6) months and the anticipated continuing need from their assignment on an increased basis.

Those requests which are approved by the department for an increase in hours will be submitted for consideration by the County as a P300 request within an additional sixty (60) days.

Nothing contained herein shall conflict with layoff/reemployment provisions.

- D. The County and Local One agree to work out a mutually satisfactory policy regarding scheduling of vacations in the Library with particular attention to scheduling of employees who work at "paired branches."

## **SECTION 53 - TEMPORARY EMPLOYEES**

- A. Temporary Employees. Temporary employees hired on or after January 1, 1997 may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.

Temporary employees hired after March 1, 2000 in the classifications listed below, may work a maximum of 2080 hours within the Probation Department. Thereafter, that temporary may not work in the Probation Department for one year as a temporary.

IKWA	Cook
GK7A	Custodian
1KVD	Institutional Services Worker

Nothing in this section shall preclude a department from terminating a temporary prior to the temporary reaching the maximum hours allowable.

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This Subsection A shall be inapplicable to the following classifications:

Family Support Collection Officer  
Occupational Therapists - Per Diem  
Physical Therapists - Per Diem

Temporary appointments to fill vacancies resulting from leaves of absence i.e., maternity leaves, medical leaves, Workers' Compensation), temporary assignments for pre-specified periods and short-term, specified seasonal work, are excluded.

Nothing in this agreement precludes the parties from meeting and conferring over future exceptions.

B. The County may employ temporary employees in excess of 1600 hours for the following reasons:

1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers' compensation.
2. While a department is actively recruiting to fill a position.
3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and "closing the assessment roll" season (Assessor).
4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.
5. For short term seasonal work needed by a department, not to exceed 1600 hours.

The County may not replace a temporary employee with another temporary employee except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.

The County will notify the union in advance of the period of the temporary assignment under Subsection 4. and the period of the seasonal assignment under Subsection 5.

C. Student Worker/Administrative Intern: The County may employ a person as a Student Worker or an Administrative Intern only if that person is enrolled in a school and is performing work for the County that is related to his/her course of study, interest, aptitude, or education, provided however, that a student worker/administrative intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Workers and Administrative Interns may not be used in lieu of hiring regular County employees.

D. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board

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determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation.”

- E. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours. It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B above or the reason the temporary agency employee was hired as set forth in paragraph D.
- F. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.
- G. Health Benefits for Temporary Employees. The following benefit program shall be offered to temporary employees:
  - 1. Program. The County shall offer CCHP Plan A-2 at the subsidy rate below to those temporary employees who meet and maintain eligibility.
    - a. Through June 29, 2011, the county will pay the monthly premium subsidy of fifty percent (50%) of the cost of the CCHP Plan A-2 premium for a single individual.
    - b. After June 29, 2011, the County will pay a monthly premium subsidy for the CCHP Plan A-2 that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May 2011. The amount of the county subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the CCHP Plan A-2.
  - 2. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a temporary employee must remain in paid status a minimum of forty (40) hours during each successive month and maintain an average of fifty percent (50%) time year-to-date from the date of eligibility.
  - 3. Pre-Pay. Employees who have achieved eligibility under the terms of D.2 will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, temporary employees who meet the eligibility requirements and who have been voluntarily paying the total premium for a County Group Health Plan shall be allowed to enroll in CCHP Plan A-2 without a waiting period.

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4. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in 3. above for payment for this optional coverage.
  5. Implementation. Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees. Temporary employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.
- H. Upon receipt of a request by the Union, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.
- I. Effective January 1, 2000, the County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments.

## **SECTION 54 - 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 55 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS**

**55.1 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.

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

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

**55.4 Duration of Agreement.**



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This Agreement will continue in full force and effect from July 1, 2011 to and including June 30, 2013. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

## **SECTION 56 - FAIR LABOR STANDARDS ACT PROVISIONS**

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

## **SECTION 57 – SAFETY IN THE WORKPLACE**

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.

Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

## **SECTION 58- UNIT ITEMS**

Specific working conditions for the various units represented by the Union are listed in Attachments 58.1 through 58.10.

### **58.1 Agriculture - Animal Services Unit**

#### **Department of Agriculture Personnel**

- A. As circumstances dictate, the Safety Committee for the Department of Agriculture will remain in effect and will continue to be constituted as follows: One (1) Agricultural Biologist, one (1) Weights & Measures Inspector and one (1) Pest Detection Specialist and appropriate management representatives.
- B. Permanent employees in the classifications of Agricultural Biologist II, and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Agricultural Commissioner shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.

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- C. In recognition of the fact that they work full-time for a significant portion of each year, Permanent-Intermittent employees in the classes of Pest Detection Specialist-Project (B9W1) and Glassy-Winged Sharpshooter Specialist – Project (B9W3) shall be paid for eight (8) hours on any recognized County holiday that occurs in a month where they are in a pay status for eight (8) hours on each work day in that month. In those months in which the employees are continuously employed, both at the beginning and the end of the month, but are not in a pay status for eight (8) hours on each work day, they shall be paid a pro rata share of the eight (8) hours holiday pay based on the portion of the work hours in the month that they were in a pay status.
- D. Permanent employees in the classification of Weights & Measures Inspector II, Weights & Measures Inspector III and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Sealer of Weights and Measures, shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.
- E. Two (2) employees, as designated by the Department in the classification of Weights & Measures Inspector II or Agricultural Biologist/Weights & Measures Inspector III shall receive a two and one-half percent (2.5%) differential of base pay for operating specialized large capacity inspection equipment. A Class “A” California Driver’s license with a Hazardous Materials Endorsement is required for this differential.

## **Animal Services Personnel**

- A. Letters of commendation received by the Department shall be placed in the individual employee file.
- B. Duffel Bag. The Animal Services Department agrees to provide all Animal Services Officers with a duffel/equipment bag for equipment. These bags will be the property of the Animal Services Department and labeled as such.
- C. Uniforms. The uniform allowance for employees in the classification of Animal Services Officer and Animal Services Sergeant shall be \$800.00 per year. Uniforms must be maintained at a standard acceptable to the department. If an increase in the uniform allowance is subsequently approved for Deputy Sheriffs, Animal Services Officers and Animal Services Sergeants shall receive an increase equal to that received by Deputy Sheriffs.
- D. The Animal Services Officers and Sergeants shall follow the dress code in Chapter 3 of the Officers Field Service Manual.

**Raingear.** The Animal Services Department agrees to provide Kennel staff with raingear as needed for working outside the shelter.

The Animal Services Department agrees to reimburse Kennel Staff (Kennel Staff refers to employees who, on a daily basis, clean and maintain kennels, cat cages, corrals, stalls, and other animal holding cages. The current classifications include Senior Animal Center Technician, Animal Center Technician, Utility Workers, and Special Qualification Worker), for the purchase of black or blue denim trousers up to two hundred dollars (\$200.00) per employee per year.

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- F. Departmental Fee Reimbursement. Once during the term of this MOU, each employee in the Animal Services Department may be reimbursed for departmental license and adoption fees incurred by the employee in an amount not to exceed the amount charged by the department for these fees. An employee adopting an animal under this section shall be responsible for payment of all other normal and customary fees associated with that adoption.
- G. Outerwear. The County will reimburse Kennel Staff up to sixty dollars (\$60.00) per year for the purchase of outerwear of a type approved by the Department.
- H. The Safety Committee for the Department of Animal Services will remain in effect and will continue to be constituted as follows: One (1) Animal Services Officer and one (1) Animal Center Technician and appropriate management representatives. Committee meetings will be held at least once quarterly, provided that either the union or management may call meetings more frequently to discuss safety issues.
- I. The Animal Services Department has instituted a one-half (½) hour lunch period for all employees in the classification of Animal Center Technician. Management will determine the time of the lunch period and the starting and quitting times for each employee. Crucial to the continuance of the one-half (½) hour lunch period will be the impact on service to the public.
- J. The Animal Services Department agrees to continue the current policy of allowing Animal Services Officers and Kennel personnel to sign up for shifts on the basis of seniority.
- K. The Animal Services Department intends to continue the current 4/10 work schedule for the duration of this MOU. Both the County and the Union understand that continuation of the 4/10 work schedule during the term of this MOU is contingent on adequate funding and retention of sufficient non-probationary personnel to insure adequate service levels. The determination of adequate funding, staffing and service levels is the sole prerogative of the Department, except to the extent required by law to meet and confer on the impact of staffing levels. The County agrees to notify the Union and to meet and confer if the 4/10 schedule is to be terminated.
- L. Animal Services Officers who are required to testify in Court on their day off will receive a minimum of four (4) hours of overtime pay.
- M. For employees in the Animal Services Department assigned to units or services on a shift operational cycle which includes Saturday as designated by the appointing authority (rather than Monday through Friday, eight (8) hours per day or 9/80 schedule), holidays will be observed on the day on which the holiday falls even if it is a Saturday.
- N. Animal Services Officers Participating in Search Warrants. The Department will compensate individual Animal Services Officers in the amount of one hundred dollars (\$100.00) per incident for time spent in assisting police agencies in the serving of search warrants. Only employees involved in actual entry team activities shall be so compensated. The Department continues to retain the sole right to select and assign Animal Services Officers to such search warrant duty.

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No provision of this section or its application shall be subject to the grievance procedure.

- O. Life Insurance. Effective January 1, 1997, \$45,000 Group Term Life Insurance will be provided for Animal Services Officers. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually.
- P. The County agrees that if there are amendments to State law during the term of this agreement that allow employees in the Animal Services Officer series to be eligible for safety retirement, and such amendments are adopted by Resolution of the Contra Costa County Board of Supervisors, the County will meet and confer on this issue.
- Q. Surgical Scrubs. The Animal Services Department shall provide medical staff who work in the Spay/Neuter Clinic or in Shelter Surgery with surgical scrubs. The employee is responsible for cleaning and maintenance of the garments.
- R. Kennel Staff Facial Hair. Kennel Staff are allowed to have neatly trimmed and groomed Facial Hair as follows:

Moustache  
Moustache and Goatee  
Goatee

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

- A. Each permanent employee working in the Hospital Nursing Service and who qualifies for paid holidays shall not be required to work on at least one (1) of the following holidays each year: Thanksgiving, Christmas, New Year's Day.
- B. Employees in this unit who are employed at CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:00 a.m. and 6:00 p.m.
- C. Shift Differential.
  - 1. An employee who works overtime shall receive shift differential in addition to overtime compensation only when the overtime hours independently satisfy the requirement for shift differential as stated above. The shift differential shall be computed on the employee's base salary.
  - 2. When a shift employee works on a recognized holiday, the employee shall be entitled to holiday pay and shift differential to be computed on the employee's base salary.
  - 3. An employee in the Hospital Nursing Service, including Sterile Processing who works an evening shift in which the employee works four (4) or more hours after 5:00 p.m. shall receive a shift differential of seven and one-half percent (7-1/2%) of the employee's base pay.

Split shifts in the Hospital Nursing Service with more than one and one-half (1-1/2) hours between the two portions of the shift shall also qualify for the seven and one-half percent (7-1/2%) hourly differential.

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An employee in the Hospital Nursing Service who works a night shift in which the employee works four (4) or more hours before 8:00 a.m. shall receive a shift differential of ten percent (10%) of the employee's base pay.

- D Stat Call. A ten percent (10%) base pay salary differential shall be paid for those shifts on which employees in this and/or other Local No. 1 bargaining units are specifically assigned by the administration to respond to emergency stat-calls if said employees do not qualify for other hazard assignment differential. A five percent (5%) base pay salary differential shall be paid for those shifts in which employees are specifically assigned to respond to emergency stat-calls if said employees qualify for other hazard assignment differential, said five percent (5%) to be in addition to the hazard pay differential.

It is further understood that acceptance of the assignment to stat-calls for those employees hired prior to April 1, 1979 shall be voluntary, provided, however, if insufficient employees volunteer for the stat-calls assignment or additional employees are required on a particular shift, nursing administration shall select employees under their supervision judged to be qualified to handle such assignments because of prior experience and training. All Hospital Attendants, Psychiatric Technicians and Licensed Vocational Nurses hired on April 1, 1979 or thereafter will be advised that they may be required to handle stat-calls and if required will receive training for such assignments. It is the intention of administration to assign employees to stat-calls on a continuing volunteer basis. Employees may request that they be removed from the stat-calls assignment by submitting a request in writing stating the reasons for such request. The administration may remove employees from the stat-calls assignment where it is demonstrated they are no longer capable of handling such assignments.

Effective October 1, 1994 the STAT Team shall be composed of volunteers. This shall be a six (6) month trial program subject to joint labor/management review at the end of six (6) months.

- E Professional Standards Committee. The County recognizes the continuation of an advisory Professional Standards Committee comprised of Licensed Vocational Nurses, Psychiatric Technicians and Hospital Attendants employed in the Health Services Department. Such a committee shall develop and communicate recommendations only to the Director of Hospital Nursing or Director of Ambulatory Care Nursing and Hospital Administration. The Professional Standards Committee shall schedule one (1) regular meeting at a mutually agreeable time and place during the day shift working hours and the Health Services Department agrees to release a total of six (6) employees; three (3) Licensed Vocational Nurses, one (1) Surgical Technician and one (1) Psychiatric Technician and one (1) Hospital Attendant for a period not to exceed two (2) hours excluding travel time for any one member to attend such meeting. Such Committee members and their alternates shall be selected by Local No. 1. Numerical membership on the Professional Standards Committee shall be such so as to preclude disruption of work activities of any particular work area and shall include at least one (1) representative from the outpatient clinics. Upon two (2) weeks notice, the Committee may request, with approval of the Director of Hospital Nursing or Director of Ambulatory Care Nursing as appropriate, that other personnel attend the monthly meetings, provided that such personnel are

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furnished with the reasons they have been invited and a written agenda for the meeting they have been asked to attend.

The Health Services Department agrees to meet with the LVN-Professional Standards Committee within sixty (60) days following the ratification of this MOU to discuss such issues as scope of practice, team nursing and the float policy.

- F. Detention Facility. Members of the unit assigned to work in the detention facilities (including Marsh Creek, West County, Orin Allen Youth Rehabilitation Facility, Martinez Detention Facility, Juvenile Hall, Chris Adams Girls Treatment Center, and Summit Center for Boys) shall receive in addition to their base pay a differential of five percent (5%) of base pay as premium compensation for this assignment.
- G. Weekend Differential. Employees in the Attendant/LVN/Aide Unit shall receive a weekend shift bonus of twenty-five dollars (\$25.00) per shift for each weekend shift worked which: 1) falls on weekends for which the employee is not scheduled to work in their normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The employee is to note such qualifying shifts on his/her time sheets in order to receive this compensation.
- H. Hospital Schedules. The Health Services Department shall continue to schedule Licensed Vocational Nurses, Psychiatric Technicians and Certified Nursing Assistants with every other weekend off. Bid notices for these positions shall include a statement that employees have every other weekend off and that schedules are periodically changed and posted in advance of any such change
- I. Permanent-Intermittent Differential. Permanent-intermittent Licensed Vocational Nurses and Psychiatric Technicians shall be paid a differential of seven and one-half (7-1/2) percent of their base pay.
- J. O.R. – Sterile Processing On-Call. Sterile Processing Personnel, and/or a Surgical Technologist assigned to on-call for the Operating Room or Post Anesthesia Recovery shall be paid one (1) hour of straight time pay for each two (2) hours on-call. Sterile Processing Personnel, and/or a Surgical Technologist who is in on-call status for the Operating Room and is called back to duty shall be paid for the actual time spent plus one (1) hour, but not less than three (3) hours total for each call-back. On-call pay will not be paid for call-back time.
- K. Contiguous Shifts. At the County's request, if an employee in this unit works on all or parts of two contiguous shifts (more than eight (8) continuous hours) which is outside the employees regular work schedule and the first eight (8) hours fall on one day and the additional hours fall on the following day, the employee shall be paid a differential of one-half (½) the employees base salary rate in addition to the employees base salary rate for the hours worked in excess of eight (8) hours.  
Employees in this unit working at the CCCRMC who, at the County's request work two contiguous shifts (sixteen (16) continuous hours) shall be provided a meal in the hospital cafeteria at no cost to the employee

Employees in the Hospital Nursing Service and in the classifications of Sterile Processing and Distribution Techs (1ETB and 1EWA), who work a double shift who work a double shift shall receive twenty-five dollars (\$25.00) in addition to all

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other compensation for each double shift worked. Employees who work from the beginning of their regularly scheduled shift to the conclusion of the next scheduled shift will be considered to have worked a double shift. If the second shift is not completed, the premium will be prorated. If the total hours worked, excluding lunch breaks, exceed sixteen (16) hours, additional prorated premium will be paid.

- L Continuing Education. Each regular full-time Licensed Vocational Nurse and Psychiatric Technician with one or more years of County service shall be entitled to forty (40) hours leave with pay each year to attend accredited continuing education courses, institutions, workshops, or classes. Full-time Surgical Technicians will be entitled to fourteen (14) hours per year for the same purpose. Written requests for such leave must be submitted in advance and may be approved by the appropriate supervisor only in the event such leave does not interfere with staffing. The leave is accumulated from year-to-year if; 1) it is applied for and denied, 2) it is applied for this year for a course next year, and 3) if it is applied for to anticipate taking a specific course of more than forty (40) hours duration. The maximum leave available in any fiscal year may not exceed twice what may be accrued in any one fiscal year. The leave hereinabove defined shall not apply to those courses or programs the nurse is required by the County to attend.

A Licensed Vocational Nurse or Psychiatric Technician assigned to the night shift who attends a continuing education course of eight (8) hours duration outside his/her scheduled work time, may receive educational leave pay for the actual course time and may be excused from the night shift immediately preceding or following the course attended.

An employee who attends a pre-approved course on a date for which he/she is not regularly scheduled to work or who completes a pre-approved home study course, will be granted CE time off for the number of hours equivalent of the CE units earned. Only Board of Registered Nurses Accredited Courses will be approved. Such time off must be scheduled in advance by mutual agreement between the employee and the supervisor.

Each full-time Registered Dental Assistant with one or more years of County service shall be entitled to four (4) days of paid continuing education leave every two (2) years.

Permanent part-time employees shall receive prorated CE leave in the same ratio of their position hours to full-time.

Each full-time Certified Nursing Assistant with one or more years of County service shall be entitled to forty-eight (48) hours of paid continuing education leave every two (2) years.

- M Charge Pay. A fully certified Licensed Vocational Nurse or Psychiatric Technician who, at the County's request, is placed in charge of a ward for an eight (8) hour shift shall receive an additional five dollars (\$5.00) per shift.

- N Hospital Call-In Procedures. The following procedures shall apply to employees in the class of Licensed Vocational Nurse, Psychiatric Technician and Hospital Attendant employed at CCCRMC who become ill prior to a scheduled work shift and supersedes Section 14.4 of this MOU.

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1. Employees in the Hospital Nursing Service are required to notify the Nursing Office at least two (2) hours prior to the commencement of the evening or night shift or one (1) hour prior to the day shift if they are calling in sick or requesting unplanned time off. Employees in the Ambulatory Care Nursing Service are required to call in at least one (1) hour prior to their scheduled shift and leave a message in voice mail. Notification shall include the reasons and possible duration of the absence.
2. Employees in the Hospital Nursing Service returning from sick leave or emergency leave of any kind must give two (2) hours prior notice unless it was clearly understood at the outset of the leave when the employee planned to return. In the Ambulatory Care Nursing Service, to the extent possible, employees should notify the Charge Nurse by 4:00 p.m. of the day preceding their anticipated return.
3. Employees in the Hospital Nursing Service calling in sick, asking for emergency time off or calling in to say they will be late, must call the Nursing Office directly and not their unit area to advise of their intentions.
4. Employees who do not give the required notice of their intent not to come to work as scheduled shall be coded as absent without pay for payroll purposes unless they provide a reason which is satisfactory to Nursing Administration. Infrequent absences with justification shall normally later be charged to sick leave.

Hospital Nursing Service or Ambulatory Care Nursing Service employees who are called in to work a shift for which they are not scheduled after that shift has begun shall receive payment for actual time worked plus one (1) hour and shall be paid a minimum of two (2) hours pay.

- O Vacation. The following vacation accruals shall be effective October 1, 1981 for employees in the Attendant LVN-Aide Unit and other accruals listed in Section 13.2 shall not apply.

	Max.Cumulative	
<u>Length of Service</u>	<u>Hours</u>	<u>Hours</u>
Under 15 years	10	240
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

Vacation for employees in the Hospital and Clinic Divisions Hospital Nursing Service (including the Detention Facilities) and Ambulatory Care Nursing Services shall be scheduled on an annual cycle, April 1 through March 31.

Employees must submit their written vacation request by March 1st of each year. The hospital will post a schedule of vacations by April 1st of each year.

Only one employee per classification from each worksite and shift may receive vacation at the same time. In case of conflict, the employee with the greater length of service in their classification will receive the requested vacation time.



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Less senior employees will be given the opportunity to request a different time before the annual schedule is posted.

Vacation requests submitted after March 1st shall be considered on a first come basis and shall be subject to staffing availability.

An employee voluntarily changing worksite or shift after March 1st must resubmit a vacation request for consideration on a first come basis.

Vacations which include major holidays, Thanksgiving, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.

P Appointment Salary. The County may hire new employees into classes in this bargaining unit at any step of the salary range for the particular class. Consideration shall be given to the qualifications of the appointee relative to current incumbents. The County shall advise the Union of any appointments made at a salary level higher than that of an incumbent with equal qualifications.

Q Low Census. Unanticipated declines in hospital patient census may result in the need to temporarily reduce staffing hours for periods of time not requiring formal layoff procedures. When this occurs, the Hospital Nursing Service shall use a variety of procedures to call off and reassign staff. Those procedures will generally emphasize the call off of volunteers first, and the retention of permanent employees.

Employees may voluntarily request accrued time off by calling the Staffing Office and asking to be placed on a standing Absent Day list to be used for voluntary call offs in future low census days.

The Staffing Office will seek voluntary call offs on a shift-to-shift basis.

Employees will be floated to available assignments in other units for which they are oriented or otherwise qualified.

If necessary, as assessed on a daily basis, employees will be required to take Involuntary Call Off days on an equitable rotation. Order of Involuntary Call Off will normally be Registry, Temporary, Permanent-intermittent, Permanent Part Time and Permanent Full-time. The maximum number of Involuntary Call Off days per permanent employee will not exceed one shift per month or three (3) shifts per year. Permanent employees will be offered the option of using vacation or holiday accruals if the employee has the accruals available. Otherwise, the employee will be placed on AWOP.

LT, Overtime or Registry Nurses will not be assigned to work on units for which an employee who is on Involuntary Call Off day is qualified to work. Involuntary Call Offs will be reasonably distributed among the various nursing classifications consistent with the staffing patterns for patient census and acuity needs.

Employees will be notified a minimum of two hours in advance of each shift for which an Involuntary Call Off day is assigned. In the event such notice is not given, the affected employee will receive a minimum of two (2) hours work at the employee's regular rate. Should the hospital make such a documented attempt to notify the employee of a cancellation of shift, but be unsuccessful in doing so, this pay provision will not apply. It is the responsibility of the employee to

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maintain a current telephone number with the Staffing Office. Failure to do so relieves the Hospital of the notification and pay obligations.

The same procedures will be used in the event of reduced patient visits in the Ambulatory Care Nursing Service. They will be applicable at all Clinics and Health Centers.

These procedures will apply in the hospital when the patient census falls below 120. This provision shall remain in effect for the duration of this MOU.

- R. Sterile Processing. For employees in Sterile Processing, the County will provide pant suits as an option and shall also provide poncho type rain apparel as needed in rainy weather.

Employees in Sterile Processing are scheduled on the basis of an eight and one-half hour day and are on their own time during the lunch period. If operational reasons preclude an employee from leaving the work area during the lunch period, such time shall be considered worked and will be paid at the overtime rate.

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

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

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

## **58.3 - Building Trades Unit**

- A. The County shall continue to supply employees in the Building Trades Unit with specific tools which shall be maintained and secured on County premises. No tools other than those supplied by the County may be used except upon prior authorization of the County.
- B. The County shall pay each employee in the Building Trades Unit a reimbursement of twenty-five dollars (\$25.00) per month, such to defray the cost of supplying and cleaning clothing worn in the performance of regular duties.
- C. Employees in the unit assigned to work in the County Detention Facility shall receive in addition to their base pay a differential of five percent (5%) of base pay as premium compensation for this assignment.
- D. The County will provide reimbursement, up to fifty dollars (\$50.00) per calendar year to Painters and Steamfitters for special blood tests, the purpose of which is to detect lead or other heavy metals. A statement from the Physician must be submitted with the receipt.

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- E. Employees in the unit who work four (4) or more hours of overtime after midnight on a regularly scheduled work day may request and shall be granted the use of vacation, holiday or compensatory time for all or part of that day.
- F. The parties agree that within forty-five (45) calendar days after approval by the Board of Supervisors of the MOU between the County and Local One, the General Services Department shall reach agreement with employees represented by the Building Trades Unit and reduce to writing, a policy by each craft/shop in the method which overtime is assigned.
- G. Reassignment (Bidding) Procedure. The below listed procedure will apply to the entire Building Trades Unit for satellite locations.
  - 1. The Building Trades Unit will follow the procedures set forth in Section 22.4 Voluntary Reassignment (Bidding) Procedure 22.5 – Involuntary Reassignment procedure, with the exceptions noted below:
  - 2. Vacancy Notices Posted. Vacant position notices will be posted, in writing, for thirty (30) calendar days pursuant to 22.4.H. The Department will mail a bid notice to each employee who is on an approved leave of absence.
  - 3. Who May Request Reassignment. Employees on leaves of absence are eligible to request reassignment if they are able to begin work when the assignment begins.
  - 4. Who may not request reassignment. Employees on leaves of absence who are unable to return to work when the assignment begins are not eligible to request reassignment.
  - 5. Employee Selection. The Department will select the most senior employee who bids on a position.
  - 6. When a vacancy occurs in the Traffic Signal Shop and an Electrician fills this vacant position, the Department is not obligated to allow another Electrician to bid out of the Traffic Signal Shop until the Department is satisfied that the new Electrician in the Traffic Signal Shop is fully trained.
  - 7. Pursuant to Section 22.5 and only for temporary reassignments of eight weeks or less, the employee who is temporarily reassigned must decide whether to start each work day at the temporary reassignment location or at his/her permanent assignment location. The employee must communicate that decision to his/her supervisor at or before the start date of the temporary reassignment.
  - 8. The Department may assign newly hired Building Trades employees to multiple satellite work assignments at the Department's sole discretion throughout the employee's initial probationary period.

### **58.4- This Section Left Blank Intentionally**

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### **58.5- Engineering Unit**

- A. The Public Works Department will continue a one-half (½) hour lunch period for all employees in the classification of Junior Drafter and Senior Drafter. Management will determine the time of the lunch period and the starting and quitting times for each employee. Crucial to the continuance of the one-half (½) hour lunch period will be the impact on service to the public.

The existing system of one-half (½) hour lunch periods in the Assessor's Department will be continued.

- B. Employees in the classifications of Grading Technicians and Senior Grading Technicians shall be reimbursed for the actual cost of rain gear up to a maximum of thirty-five dollars (\$35.00).
- C. The Public Works Department and the Assessor's Office shall continue a flexible forty (40) hour work week for Junior Drafter and Senior Drafter.
- D. The County shall conduct an election among the members of the Engineering Unit to determine whether a majority of those voting wish to have State Disability coverage.
- E. Employees in the Real Property Agent or Auditor-Appraiser classification series shall be eligible for reimbursement of membership dues for a bona fide professional organization related to their classification and duties (e.g. International Right of Way Association, Building Owners Management Association, Society of Auditors and Appraisers). Appropriateness of the professional organization and applicability of membership shall be subject to approval by the Department. The amount of the reimbursement shall not exceed two hundred dollars (\$200) annually.
- F. Educational Incentive. Effective January 1, 2007, employees in the classifications of Auditor-Appraiser I (DRWB), Auditor-Appraiser II (DRVA), and Senior Auditor-Appraiser (DRTA), will be entitled to a salary differential of two and one-half percent (2.5%) of base pay or a minimum of fifty dollars (\$50) per month, whichever is greater, for possession of a certification for educational achievement from at least one of the following:
- a. American Institute of Real Estate Appraisers-Residential Member (RM) designation;
  - b. State Board of Equalization-Advanced Appraiser certification;
  - c. International Association of Assessing Officers - Residential Evaluation Specialist (RES);
  - d. Society of Auditor Appraisers - Master Auditor-Appraiser (MAA) designation;
  - e. Society of Real Estate Appraisers - Senior Residential Appraiser (SRA) designation;
  - f. Any other certification approved by the County Assessor and the Director

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of Human Resources.

- G. Educational Incentive. Effective on and after July 1, 2009, employees in the Public Works Department in the classifications of Senior Real Property Agent (DYTB), Associate Real Property Agent (DYTA), Assistant Real Property Agent (DYVA), Junior Real Property Agent (DYWA), and Junior Real Property Agent-Project (DYW1), are entitled to a salary differential of five percent (5%) of base pay for possessing and maintaining a valid certification issued by the following:

The International Right of Way Association (IRWA) Senior Membership Designation;

- H. Educational Incentive. Effective on and after July 1, 2009, employees in the General Services Department in the classifications of Senior Real Property Agent (DYTB), Associate Real Property Agent (DYTA), Assistant Real Property Agent (DYVA), Junior Real Property Agent (DYWA), and Junior Real Property Agent-Project (DYW1), and are entitled to a salary differential of five percent (5%) of base pay for possessing and maintaining a valid certification issued by one or both of the following:

1. The International Right of Way Association (IRWA) Senior Membership Designation; Building Owners & Managers Institute (BOMI) – Real Property Administrator (RPA) designation or Facilities Management Administrator (FMA) designation.

### **Section 58.6 - Community Services Bureau Unit**

It is understood for this Unit that all terms and conditions of the MOU shall apply except (1) those sections which pertain to the Merit System, (2) those limited in Attachment A, as modified below, and (3) entitled Sections in the MOU modified below:

- A. Salaries. Because employees in the Family and Children's Services Unit receive external State and federal funding for their programs, these employees are not eligible for general cost of living wage adjustments negotiated between Local One and the County.

Should funds become available during the life of this MOU from any of the State or federal sources funding the Department's programs which the Community Services Bureau deems appropriate for an annual cost of living adjustment or other salary increase for employees of the Community Services Bureau, the Department and Local One shall meet and confer annually during the month of July regarding the distribution of these funds.

As a result of the Federal funds made available in 2009 to the Community Services Bureau, the County will grant a 3.06% COLA to those employees in the eligible classifications in the Community Services Bureau, effective July 1, 2010.

The eligible classifications are as follows:

- Master Teacher -Project
- Teacher - Project
- Associate Teacher - Project
- Infant Toddler – Master Teacher - Project
- Infant Toddler – Teacher - Project

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- Infant Toddler – Associate Teacher - Project
- Intermediate Clerk - Project
- Senior Clerk – Project
- Child Nutrition Worker I - Project
- Child Nutrition Worker II - Project
- Child Nutrition Worker III - Project
- Child Nutrition Food Service Transporter - Project
- Early Childhood Home Educator - Project

B. Separation Through Layoff. All current MOU provisions regarding seniority and layoff shall apply to employees of the Family and Children's Services Unit with the following modifications which are implemented to recognize that some positions in the Division are not funded on a year-round basis and that annual work cycles of positions in the same class may vary:

1. Specific positions otherwise denoted "full time" may be assigned a work cycle which is less than a full twelve-month year.
2. Positions in the same class may be filled on both a year-round (12-month) and less than year-round basis. Some employees will be subject to periods of layoff in accordance with the following provisions:
  - a. Employees will be notified at the time of initial employment or promotion into the class as to the duration of the work year for the position being filled
  - b. Laid off employees are provided with an assurance of return to work at the beginning of the next work cycle if the position is still funded.
  - c. In situations where employees return to work together at the beginning of varying length work cycles, employees will be provided the opportunity to select assignment to the longer work cycle on the basis of seniority in class. This provision shall not apply to work cycles which begin at different times.

C. Promotion. Promotional opportunities shall be available within the Unit to members with the understanding that due to their Project status, the employees may not participate in Merit System promotional examinations.

Notwithstanding this limitation, the Community Services Department may request that the Director of Human Resources announce open examinations on a restricted basis, such as "Open Only to Employees of the Community Services Department" for the purpose of targeting qualified applicants.

When an examination is restricted to the Community Services Department, employees who have qualified and who have earned a score of seventy percent (70%) or more shall receive five one-hundredths (.05) of one percent for each completed month of service as a permanent employee in the Community Services Department continuously preceding the final date for filing for the examination. The credits shall be included in the final percentage score from which the rank on the list is determined. No employee however, shall receive more than a total of five (5.0) points for seniority in any such examination.

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Employees are in no way restricted from applying to compete in any examination announced by the County on an “open only” or “open and promotional” basis.

- D. Disciplinary Action. Employees of the Family and Children’s Services Unit shall be subject to all provisions of MOU Section 24 - Dismissal, Suspension, Temporary Reduction in Pay and Demotion, except that those references to the Merit System in 24.1 (c) and (k) are changed to read “County Service” and “County Ordinance or Resolution” respectively; and the reference to the Merit Board in 24.5 and 24.6 (c) shall be deleted.
- E. Grievance Procedures. Employees of the Family and Children’s Services Unit shall be subject to all provisions of MOU Section 25 - Grievance Procedure, except that if an appeal is made to the Merit Board on the basis of alleged discrimination, such appeal may not also be subject to the grievance procedure.
- F. Reassignment and Bid Procedures. With respect to reassignment of work location, provisions of MOU Section 22.3 – Reassignment of Work Location, shall apply and are amplified as follows:
1. The Family and Children’s Services Division agrees to post all vacancies for at least five (5) days to allow for reassignment applications.
  2. In considering any request for reassignment of Family and Children’s Services staff, the Family and Children’s Services Division will fill the initial vacancy with the most senior employee requesting the reassignment. Any subsequent vacancies which are created through filling the initial vacancy will be filled based on requirements of the Family and Children’s Services Division.
  3. Once annually, in May or June the Division and Local One will conduct an open bid meeting wherein all employees may bid for vacant positions on the basis of seniority. Prior to posting the bids, the Division will meet with the Union to advise them of any positions requiring specific criteria necessary to comply with Head Start or State Licensing requirements. The Division will identify these criteria when posting these positions for bidding. An employee bidding for these positions must meet any site specific criteria. The hours of work shall be posted for each position at the bid meeting. The division may change the posted hours of work after the bid meeting and before the assignment begins by no more than 30 minutes if a change in hours is necessary to accommodate the children enrolled at the site. If it does, the Division will notify the affected employee and Local #1 as soon as it determines that it must change the hours. The Division shall tell employees at the bid meeting the position to which they have been assigned pursuant to the bid meeting and shall confirm that notice in writing within two (2) weeks of the bid meeting. Additional vacant positions that are created through the bid procedure will also be filled by seniority as provided in this section. If all vacancies are not filled through the annual bidding process, the Division will fill the positions based on Division requirements.

In addition, the following bidding restrictions shall apply:

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(a) An employee appointed to a position during the annual bid meeting may transfer no more than one time during the program year.

(b) An employee who chooses not to bid during the annual bid meeting may transfer once during the program year.

(c) Probationary employees are not eligible to bid on a position.

4. The division reserves the right to reassign an employee during the Program year should the employee be the subject of an investigation involving the welfare of the children under the employee's care.

### **58.7- General Services and Maintenance Unit**

A. General. All existing departments safety awards shall continue for the duration of this MOU.

B. Field Personnel.

1. The County will provide coveralls or overalls to each employee assigned to the paint crew and bridge crew in the Public Works Maintenance Division of the Public Works Department and will launder such clothing on a regular basis. The employees will be required to select either coveralls or overalls; this choice shall be considered a permanent selection. Coveralls shall be provided for the employee assigned to and operating the Gradall.
2. The Safety Committee of the Public Works Department, as previously referenced in a Departmental MOU, shall continue for the duration of this agreement.
3. Laborers participating in the Public Works Department Equipment Operator I training program and who are employed as Laborers prior to July 1, 1977 will be paid mileage allowance in accordance with the existing County policy such miles driven each day which exceed by ten (10) miles the miles driven between their residence and the location they worked immediately prior to entering said training program. It is understood that this agreement was made to take into account the very specialized nature of the aforementioned training program and should not in any way be considered as setting a precedent with regards to the County mileage policy.
4. The Public Works Department agrees to offer Defensive Driver Training to employees on road maintenance crews.
5. The General Services Department will meet and confer with the Union if it intends to increase the work test crews beyond nine (9) members.
6. On a trial basis for the employees in the General Services and Maintenance Unit, and at the sole discretion of the Director of Human Resources upon written request stating the reasons for such request, the



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Union may appoint an individual to observe instructions given an oral board by the appointing authority on his/her own time.

### C. Shop Personnel.

1. The County will pay Equipment Mechanics a tool allowance of four hundred dollars (\$400.00) per calendar year. Air tools will be considered an eligible tool allowance item. The tool allowance benefit will be provided on a reimbursement basis through submission of County payment demand forms with proof of purchase.
2. Employees in the classes of Equipment Mechanic, Apprentice Mechanic, Equipment Services Worker and Garage Attendant will have the choice of the County providing coveralls or pants and shirt. The employees will be required to select either coveralls or pants and shirt; this choice shall be considered a permanent selection.
3. Employees referenced in C.2 above shall be provided with additional uniforms so as to enable the employee to have a clean uniform each day.
4. Employees assigned to the Contra Costa County Fire Protection District to perform the duties of Equipment Mechanic shall receive a five percent (5%) differential effective July 1, 2006. A new classification of Fire Equipment Mechanic incorporating such differential will be established no later than July 1, 2007.

### D. Building Maintenance & Miscellaneous Employees

1. Union Stewards in the Building Maintenance Division shall be relieved from their assigned work duties by their supervisors within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) upon receipt of a request by an employee in that division to investigate and/or process a grievance initiated by said employee.
2. The Building Maintenance Division of the General Services Department will continue the seven (7) day per week maintenance coverage of County facilities by Operating Engineers.
3. Custodians in the Probation Department specifically assigned responsibility in writing for providing work training to assigned juveniles shall receive in addition to their base pay a differential of five percent (5%) of base pay as premium compensation for this additional responsibility. Such differential to be computed on the basis of hours actually spent in directing juveniles in work training.
4. The vacation scheduling procedure for Custodians I and II in the Buildings and Grounds Division of the General Services Department shall be as follows:

All employees, in order of seniority, with the Buildings and Grounds Division of the General Services Department shall be afforded the opportunity to indicate their preference of vacation dates for their vacation entitlement by area. If an employee wishes to split his/her vacation entitlement and schedule a portion of his/her vacation at another time, he/

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she shall be afforded a second opportunity to exercise his/her seniority in scheduling each second choice after all other employee's vacations have been scheduled.

For example: If an employee has a vacation entitlement of four (4) weeks and wishes to take two (2) of those weeks in July, his/her preference for the specific dates in July would be reviewed by the department in accordance with his/her seniority. Once the first choice of vacation dates for this employee and all other employees have been reviewed by the department and scheduled by area in accordance with seniority, the employee may indicate his/her preference of vacation dates for the remaining two (2) weeks of his/her vacation entitlement which again will be reviewed and scheduled by area by the department in accordance with his/her schedule.

5. Cooks, Lead Cooks and Operating Engineers assigned to the County's Main Detention Facility or the Marsh Creek Detention Facility shall receive in addition to their base pay, a differential of five percent (5%) of base pay as premium compensation for this assignment.
6. Custodians assigned to the County's Main Detention Facility or Marsh Creek Detention Facility and who are required to work in inmate modules shall receive in addition to their base pay a differential of five percent (5%) of base pay as premium compensation for this assignment.
7. The Building Maintenance Division of the General Services Department shall continue the safety committee of no less than two (2) employees selected by Contra Costa County Employees Association, Local No. 1 in the classes of Window Washer and Lead Window Washer to discuss various safety problems. This committee shall meet not less than once every three (3) months nor more than once a month upon request of the employees.
8. The County shall pay Stationary Engineers, Lead Stationary Engineers, Stationary Systems Specialist I, and Stationary Systems Specialist II, in the General Services and Maintenance Unit a reimbursement of twenty-five dollars (\$25.00) per month, to defray the cost of supplying and cleaning clothing worn in the performance of regular duties.
9. The County will provide reimbursement, up to sixty-five dollars (\$65.00) per calendar year, to permanent Groundskeepers, Gardeners and Lead Gardeners for the purchase of coveralls or overalls worn on the job.

### E. Communications.

The Communications Division Safety Committee shall be continued. Said Committee shall consist of two (2) Communications Division employees selected by the Union. Said Committee shall meet quarterly with a Manager and the Departmental Safety Coordinator. Said meetings shall not exceed one (1) hour in duration except by mutual agreement of the parties.

### F. Sheriff's Personnel.

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The County shall continue to pay twenty-five dollars (\$25.00) per month uniform allowance for employees in the Sheriff's Department who are required to wear a uniform in the performance of their duty in the following classifications: Sheriff's Services Assistant I, Sheriff's Services Assistant II and Storekeeper.

### G. Building Inspectors.

1. The Building Inspection Department shall pay Inspectors a reimbursement up to a maximum amount of fifty dollars (\$50.00) plus sales tax per calendar year, for the purchase of knee pads and coveralls, and thirty-five dollars (\$35.00) plus sales tax per calendar year, for rain boots and rain gear.
2. Building Inspectors are assigned by the Building Inspection Department to Housing Rehab, Mobile Home, Commercial inspections Code Enforcement, Weatherization and Residential inspection activities. These assignments may be rotated at the discretion of the Department Head.

### H. Central Service.

1. Local No. 1 will select a spokesperson who is an employee of the County Administrator's Office to bring to the attention of and discuss with the Department Head or his designee at convenient times any safety problems existing within the department.
2. The County will provide employees in the class of Driver Clerk, poncho type rain apparel.  
  
The above does not exclude any other employee from bringing to the attention of the management of the County Administrator's office any safety problems that may exist.
3. Effective the first month following execution of this MOU, Office Service Workers will be paid at the applicable higher rate from the first day when substituting on Driver Clerk routes.

### I. Hospital Workers.

1. If an employee in this unit, employed at the County Hospital, who at the County's request works on all or part of two contiguous shifts (more than eight (8) continuous hours) which is outside the employees regular work schedule and the first eight (8) hours fall on one day and the additional hours fall on the following day, the employee shall be paid a differential of one-half ( $\frac{1}{2}$ ) the employees base salary rate in addition to the employees base salary rate for the hours worked in excess of eight (8) hours.
2. Employees in this unit working at the CCCRMC who at the County's request work two contiguous shifts (sixteen (16) continuous hours) shall be provided a meal in the Hospital Cafeteria at no cost to the employee.
3. Employees in this unit who are employed at CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:30 a.m. and 6:30 p.m.

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4. Where only one Storeroom Clerk is on duty on a shift at the main Hospital Storeroom on a given day, and the Storeroom cannot be closed for one-half (½) hour to permit that Storeroom Clerk an unpaid lunch period, the Storeroom Clerk will be scheduled to work a straight eight (8) hour shift with a paid lunch period.
5. The County shall provide pantsuits as an option to employees in the classes of Central Supply Technician, Lead Central Supply Technician, Institutional Services Aide, and Institutional Services Worker's who are normally furnished uniforms by the County.
6. The County will provide poncho type rain apparel as needed for employees in the Hospital Central Supply and Environmental Service who are required to go outdoors while it is raining.
7. Employees in the class of Central Supply Technician are scheduled on the basis of an eight and one-half (8-1/2) hour day and are on their own time during their lunch period. If operational reasons preclude an employee from leaving the work area during the lunch period, such time worked shall be paid at the rate of time and one-half.
8. CCRMC Shift Relief. An Institutional Services Worker-Generalist or Institutional Services Worker-Specialist who at the County's request, relieves a Cook at Contra Costa Regional Medical Center for a shift will receive an additional twelve dollars (\$12.00) per shift.

Commencing on the 41<sup>st</sup> consecutive hour in the assignment, Article 5.14 Pay for Work in a Higher Classification will apply.

### J. Library Personnel.

1. Section 12 of this MOU regarding holidays is modified for all employees in this unit assigned to the Library to delete the day after Thanksgiving as a holiday and to add the day before Christmas as a holiday. The Libraries will close at 6:00 p.m. on the day before Thanksgiving.
2. The Driver Clerk permanently assigned to drive the Bookmobile shall receive in addition to his/her base pay a differential of five percent (5%) of base pay as premium compensation for this assignment.
3. Employees in this unit assigned to the Library who work Saturday shall receive a five percent (5%) differential for all hours worked on Saturday. Said five percent (5%) differential shall not apply to any overtime hours worked on Saturday.
4. The Libraries will close at 5:00 p.m. on New Year's Eve. Employees in this unit assigned to work at the Library shall rearrange their work schedules so that they work a full eight (8) hour shift.

### K. Commercial License Hazardous Materials Endorsement

For Classifications requiring the above endorsement, the County will reimburse employees for the required costs associated with the

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background check required for a Commercial Drivers License Hazardous Materials Endorsement.

### **58.8 - Health Services Unit**

#### **A. Public Health Nurses.**

1. The current Public Health Nurse Professional Standards and Practices Committee (PSPC) shall continue for the duration of this MOU. The PSPC will be comprised of seven members.
2. Effective July 1, 1996, approved Continuing Education Leave (CE) time entitlement will be twenty-four (24) hours per fiscal year for the full-time, permanent Public Health Nurse. Permanent part-time PHN's will have their approved CE time entitlement prorated on the basis of the number of hours they work in relation to the regular forty (40) hour work week, with a minimum of fifteen (15) hours per fiscal year.

CE time may be carried over into the next fiscal year and added to the CE time entitlement for that year without restriction, up to twice the annual accrual. Employees who have more than twenty-four (24) hours unused CE time at the end of fiscal year 95/96, may carry over the entire balance into fiscal year 96/97.

An employee who attends a pre-approved course on a date for which he/she is not regularly scheduled to work or who completes a pre-approved home study course will be granted CE time off for the number of hours equivalent to the CE units earned. Only Board of Registered Nurses Accredited Courses will be approved. Such time off must be scheduled in advance by mutual agreement between the employee and the supervisor.

3. The base pay for the top step of the Public Health Nurse shall be 5% above the base pay of the Registered Nurse-Advanced level. Upon the ratification of this agreement, two (2) additional steps at 2.5% will be added to the bottom of the Public Health Nurse salary range. Effective October 1, 2006, the Public Health Nurse classifications will receive a wage increase in an amount that will maintain the 5% salary difference between the Public Health Nurse and the Registered Nurse-Advanced. The 5% difference will be maintained for the duration of this MOU.
4. Public Health Nurses may take either a half-hour (1/2) or one-hour (1) lunch break, provided the operational needs of the department are met.
5. The deep class resolution for Public Health Nurse shall remain in effect for the duration of this MOU unless modified by mutual agreement.
6. If reassignments of less than eight (8) weeks duration are needed to cover for vacation relief, sick leave, temporary shifts in workload, training assignments or other short term needs, management shall solicit volunteers. If there are insufficient volunteers, assignments will be based on inverse seniority within the affected program.

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### 7. Vacations.

- a. Vacations for Public Health Nurses (PHN), Community Health Workers I/II (CHW I/II) and Community Health Worker Specialists (CHWS) shall be scheduled on an annual cycle, April 1st through March 31st. Employees must submit their written vacation requests by February 1st of each year. Administration in each program or office will post a schedule of vacations by March 1st of each year.
- b. At least one PHN and at least one CHW or CHWS from each office or program will receive scheduled absences, including continuing education and vacation, at any given time. With supervisor's approval, additional time off requests may be granted, based on staffing and caseload. The employee with the greater length of service in the Public Health Nurse classification and Community Health Worker Series will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted and will be approved on a first come basis. In the event of a tie on the date of submission, seniority in the classification or series will serve as the tie breaker. Absences for sick leave, disability and regular days off will not be counted as scheduled absences.
- c. An approved vacation will not be unilaterally canceled.
- d. An employee voluntarily changing work position or assignment between programs or regional offices after March 1st must resubmit a vacation request for consideration on a first come basis.
- e. Vacations which include major holidays, Thanksgiving, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.

### B. Environmental Health

1. Environmental Health Inspectors. The County shall continue the Professional Standards Committee comprised of Environmental Health Inspectors selected by Local No. 1 and employed in the Health Services Department who may, as a committee, develop and communicate recommendations to the Director of the Environmental Health Division of the Health Service Department. The Professional Standards Committee may schedule only one (1) regular meeting each month during working hours, and the County will release from duty a maximum of two (2) Environmental Health Inspectors for a period not to exceed one (1) hour for any Environmental Health Inspectors to attend such meeting. The agenda and minutes of each meeting shall be forwarded to the Director of the Environmental Health Division. It is understood that the Professional Standards Committee is advisory only and the subjects it reviews shall be restricted to those directly related to Environmental Health Inspector's practices.

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2. Hazardous Materials Specialists. Hazardous Materials Specialists will be paid a differential of one hundred and sixty three (\$163) per month while participating on the Incident Response Team.
3. Certifications Differential: Employees in the classifications of Hazardous Materials Specialist I (V4WG) and Hazardous Materials Specialist II (V4VC) will be paid a monthly differential in the amount of five percent (5%) of base monthly salary for the possession and maintenance of all three (3) of the following certifications
  - State required certifications (current and future) to perform Unified Program Inspections
  - Hazardous Waste Operations and Emergency Response Standards as defined in Section 5192 (e) of Title 8 of the California Code of Regulations
  - California Specialized Training Institute (CSTI) Hazardous Materials Specialist certifications

Verification of eligibility will be by the Department Head or his/her designee. Once eligibility is verified, the employee is eligible for this pay on the date the employee submitted proof of eligibility to the Department Head/designee. Each employee who qualifies for this differential is subject to annual calendar year verification of eligibility.

4. Program Coordinator Assignments and Differential: The Hazardous Materials Program Director (Director) will designate, in writing, up to five (5) Program Coordinators from the incumbents in the classifications of Hazardous Materials Specialist I (V4WG) and Hazardous Materials Specialist II (V4VC). Each designation is at the sole discretion of the Director and each is subject to change at any time. Each designated Program Coordinator will be paid a differential of two and one half percent (2.5%) of base monthly salary. If a designated Program Coordinator is absent from work on paid leave (vacation, sick leave, disability, or other paid leave), the absent Program Coordinator will be paid the Program Coordinator differential only for the first thirty (30) calendar days of that paid leave. At the end of that 30 days, or earlier, if the designated Program Coordinator runs out of leave accruals, the differential stops and the Director may designate a new Program Coordinator.

The five (5) Program Coordinator assignments are as follows:

1. Lead Program Coordinator
2. Health and Safety Coordinator
3. Enforcement Coordinator
4. Training Coordinator
5. Site Mitigation Coordinator

It is the responsibility of the Director to provide the Auditor/Controller with written notice of 1) the name of each designated Program Coordinator and the effective date of his/her assignment, and 2) the termination of any designation and the effective date of the termination. The differential is effective on the day the employee begins the assignment.

- Program Lead Assignments and Differential: The Hazardous Materials Program Director (Director) will designate, in writing, up to five (5)

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Program Leaders from the incumbents in the classifications of Hazardous Materials Specialist I (V4WG) and Hazardous Materials Specialist II (V4VC). Each designation is at the sole discretion of the Director and each is subject to change at any time. Each designated Program Leader will be paid a differential of five percent (5%) of base monthly salary. If a designated Program Leader is absent from work on paid leave (vacation, sick leave, disability, or other paid leave), the absent Program Leader will be paid the Program Leader differential only for the first thirty (30) calendar days of that paid leave. At the end of that 30 days, or earlier, if the designated Program Leader runs out of leave accruals, the differential stops and the Director may designate a new Program Leader.

The five (5) Program Leader assignments are as follows:

1. Above Ground Storage Tanks
2. Underground Storage Tanks
3. Hazardous Waste Generators
4. Incident Response Team
5. Hazardous Materials Business Plans and Storm Water

It is the responsibility of the Director to provide the Auditor/Controller with written notice of 1) the name of each designated Program Leader and the effective date of his/her assignment, and 2) the termination of any designation and the effective date of the termination. The differential is effective on the day the employee begins the assignment.

- On Call Duty and Pay: When an employee in the classifications of Hazardous Materials Specialist I (V4WG) and Hazardous Materials Specialist II (V4VC) is assigned to "on-call" duty by the Director or his/her designee, the employee will be paid in accordance with section 9 of this MOU. When an employee is contacted by telephone during his/her assigned "on-call" duty shift and the employee is able to handle the situation(s) by telephone, the employee will receive no additional pay so long as the cumulative total of those telephone conversations does not exceed thirty (30) minutes per "on-call" shift. If the telephone conversations exceed a cumulative total of thirty (30) minutes per shift, the employee will be paid "telephone call back pay" at the appropriate rate, in one-minute increments, up to a maximum of sixty (60) minutes. If the telephone conversations exceed a cumulative total of sixty (60) minutes per shift, the employee will be paid in accordance with Section 8 Call Back Time of this MOU."
- Continuing Education Allowance: Employees in the classification of Hazardous Materials Specialist I (V4WG) and Hazardous Materials Specialist II (V4VC) are eligible to receive a Continuing Education Allowance of two and one half percent (2.5%) of base monthly salary for any fiscal year in which the employee completes at least sixty (60) hours of pre-approved education or training, other than the training that is required by law for Hazardous Materials Specialist or required by the minimum qualifications for the classifications of Hazardous Materials Specialist I and Hazardous Materials Specialist II set forth in the respective job descriptions, or at least three (3) semester units of



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pre-approved college credit, or a pre-approved combination thereof, subject to the following conditions:

1. An application must be submitted to the Hazardous Materials Division Director prior to beginning the education or training.
2. The education or training must be directly related to the technical duties of the employee's job.
3. The course must be approved, in advance, by the Hazardous Materials Division Director or his/her designee.
4. The employee must provide evidence of completion of the course with a passing grade, when applicable.

- C. Clinical Laboratory Scientist & Laboratory Technician. The Health Services Department shall continue a staggered lunch period system for the Clinical Laboratory Scientist I & II and Senior Clinical Laboratory Scientist classifications in order to ensure uninterrupted lunch periods for these employees. A Clinical Laboratory Scientist II who, at the County's request, is placed in charge of clinical laboratory assignments for an eight (8) hour shift, shall receive an additional five dollars (\$5.00) per shift.

Each full-time employee in the classes of Clinical Laboratory Scientist I & II and Senior Clinical Laboratory Scientist will be granted sixteen (16) hours per year of continuing education (CE) leave to complete courses required for license renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next to a maximum of thirty-two (32) hours without restriction.

Each full-time employee in the class of Laboratory Technician whose position requires a phlebotomy certificate will be granted three (3) hours per year of continuing education (CE) leave to complete courses required for certification renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next to a maximum of six (6) hours.

- D. Physical, Occupational & Recreation Therapists.

1. The present Professional Standards Committee for this group of employees will be continued for the duration of the MOU.
2. The present release time for staff development and flex time work schedule for Therapist in the California Children's Services Program will be continued for the duration of this MOU. If the County desires to change either of the above it will offer to meet and confer with the Union before doing so.

- E. Substance Abuse Staff.

1. There shall be a Substance Abuse Counselor Professional Performance Committee consisting of employees in the Substance Abuse Rehabilitation job series. The purpose of the Committee is to meet to consider and discuss patient care and professional practice. It may also

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formulate advisory recommendations and proposals concerning such matters. The Committee shall not discuss economic matters, such as wages, hours and other economic conditions that may be subject to meet and confer. The Professional Performance Committee may schedule one (1) regular meeting each month during working hours, provided that such meeting shall not conflict with normal work activities and shall be agreeable to the Substance Abuse Program Director. The Department will release from duty no more than three (3) Substance Abuse Counselors for a period not to exceed two (2) hours.

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

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

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

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

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

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

This provision will be effective on November 1, 2012.

## F. Mental Health Treatment Staff.

1. A Labor/Management Forum composed of two (2) Local No. 1 delegates and the Mental Health Director will meet at least quarterly to address the status and viability of the line staff/management working relationships. Areas of ongoing focus will be communication and mutual cooperation. Specific issues of clinical, professional and programmatic concern can be addressed as necessary. An agenda of items to be discussed will be submitted to the Mental Health Director at least two (2) weeks prior to the scheduled meeting.

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2. The Health Services Department agrees to meet and confer with the Union before contracting out any presently County operated Mental Health Programs employing Mental Health Staff.
3. Mental Health Treatment employees shall receive a weekend shift bonus of five dollars (\$5.00) per shift for each weekend shift worked which: 1) falls on weekends for which the employee is not scheduled to work in his/her normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The employee is to note such qualifying shifts on his/her time sheets in order to receive this compensation.
4. Incumbents of the Mental Health Specialist II, Mental Health Clinical Specialist or Clinical Psychologist classes may be designated as unit leaders. Unit leader assignments shall be at the sole discretion of the Division Director. Duties of the unit leaders are described in the class specifications. Unit leaders will receive a differential of five percent (5%) of their base salary until such time as the unit leader assignment terminates. Unit leaders will continue to receive the five percent (5%) pay differential during the first thirty (30) calendar days of each absence for paid vacation, paid sick leave period, paid disability or other paid leave.
5. Approved Continuing Education Leave (C. E.) time entitlement to complete accredited course work required for license renewal will be eighteen (18) hours per fiscal year for full-time permanent employees in the classifications of Mental Health Clinical Specialist (Licensed), Mental Health Clinical Specialist (Licensed) – Project, Clinical Psychologist, and Clinical Psychologist – Project. Permanent part-time employees in these classifications will have their approved CE time entitlement prorated on the basis of the number of hours they work in relation to the regular forty (40) hour work week.

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

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

## Pharmacy.

1. The County will grant forty (40) hours/year of continuing education leave to licensed Pharmacists who are required by law to complete such course work as a condition of renewing their license.
2. Where only one licensed Pharmacist is on duty at the Main Hospital Pharmacy on a given day, and the Pharmacy cannot be closed for one-half (½) hour to permit that Pharmacist an unpaid lunch period, the Pharmacist will be scheduled to work a straight eight (8) hour shift with a paid lunch period.

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### H. Cardio-Pulmonary.

1. The Health Services Department will continue the practice of staggered lunch periods to permit one-half (½) hour unpaid lunch periods for Respiratory Care Practitioners I/II.
2. The County will grant ten (10) hours/year of continuing education leave to Respiratory Care Practitioners I/II who are required by law to complete such course work as a condition of renewing their State Respiratory CAUP Practitioner Certificate. Employees may carry over CE leave from one year to the next to a maximum of twenty (20) hours without restriction.
3. Cardiac Ultrasonographers (V8VG) Cardiac Ultrasonographers – Per Diem (V8VH), and Respiratory Care Practitioners I and II (VIWA, VIVA) required to be on-call will be compensated with one (1) hour of straight time pay for each two (2) hours of on-call time.

### I. Radiologic & Ultrasound Technologists.

1. Radiologic and Ultrasound Technologists required to be on-call will be compensated with one (1) hour of pay for each two (2) hours of on-call time.
2. A five percent (5%) differential will be paid to any qualified Radiologic Technologist when scheduled to perform mammograms or CT scans on the day shift, Monday through Friday, or when completing the necessary paperwork. When performing CT scans or mammograms at other times, Radiologic Technologists will be paid the five percent (5%) differential for actual time spent performing the procedure and completing the necessary paperwork.
3. When performing an angiogram other than day shift, Monday through Friday, the Radiologic Technologist will be compensated at a flat rate of \$500 per procedure.
4. Each full-time employee in the classes of Ultrasound Technologist I & II, and Junior & Senior Radiologic Technologist will be granted twelve (12) hours per year of continuing education (CE) leave to complete courses required for license renewal. For permanent part-time employees, CE leave will be prorated based on their assigned hours. Employees may carry over CE leave from one year to the next to a maximum of twenty-four (24) hours without restriction.

- J. Dietitians. Full-time employees in a classification requiring possession of a Registered Dietitian's Certification shall be granted twenty (20) hours per fiscal year of continuing education (CE) time off to complete the course work required for renewal. Permanent part-time employees will have their CE time entitlement prorated on the basis of the number of hours of their position in relation to the regular forty (40) hour work week. Employees may carry over the CE leave from one year to the next for a maximum of forty (40) hours, without restriction.

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- K. Public Health Nutritionists. Full-time employees in a classification requiring possession of a Registered Dietitian's Certification shall be granted twenty (20) hours per fiscal year of continuing education (CE) time off to complete the course work required for renewal. Permanent part-time employees will have their CE time entitlement prorated on the basis of the number of hours of their position in relation to the regular forty (40) hour work week.

Employees may carry over the CE leave from one year to the next for a maximum of forty (40) hours, without restriction.

- L. The following vacation accruals shall be effective October 1, 1981 for employees in the Health Services Unit and other accruals listed in Section 13.2 shall not apply:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 15 years	10	240
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

- M. Holiday Meal. Employees in this unit who are employed at the CCCRMC and are required to work on Thanksgiving, Christmas or New Year's Day will be provided a free meal in the Hospital Cafeteria between the hours of 6:30 a.m. and 6:30 p.m. This provision only applies to employees working on the day the holiday actually falls.
- N. Advance Step Appointments. The County may hire new employees into classes in this bargaining unit at any step of the salary range for the particular class. Consideration shall be given to the qualifications of the appointee relative to current incumbents and shall advise the Union of any appointments made at a salary level higher than an incumbent with equal qualifications.
- O. Unpaid Lunch Schedule. If the Health Services Department determines that scheduled work days which include a paid lunch period (typically eight (8) hour days) are inconsistent with operational needs they may be rescheduled to include an unpaid lunch period with thirty (30) days notice.

### **58.9 - Investigative Unit**

- A. The Side Letters of Agreement between the Data Processing Division of the County Administrator's Office and Local No. 1 relative to shift/vacation bidding and the overtime sign up system shall be continued for the duration of the MOU, provided, however, that should management desire to change same, they will meet and confer before implementing a change.
- B. The deep class resolution for Collection Services Officer shall remain in effect for the duration of this MOU unless modified by mutual agreement.

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- C. The following vacation accruals shall be effective for employees in the Investigative Unit and other accruals listed in Section 13.2 shall not apply.

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 15 years	10	240
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

### **58.10 - Library Unit**

- A. Section 12 of this MOU regarding holidays is modified for all employees in the classifications of this unit to delete the day after Thanksgiving as a holiday and to add the Day before Christmas as a holiday. The libraries will close at 6:00 p.m. on the day before Thanksgiving.
- B. The Libraries will close at 5:00 p.m. on New Year's Eve. Employees shall rearrange their work schedules so that they work a full eight (8) hour shift.
- C. It is the position of the Library Department that employees in classes represented in the Library Unit are on their own time during their lunch period and are not subject to be called back to work during their lunch period.
- D. The Library agrees to continue to explore maximizing two days off in a row for library personnel covered by this MOU.
- E. County Library personnel shall get a five percent (5%) differential for all scheduled hours worked between 6:00 p.m. and 9:00 p.m.
- F. Employees in the Library Unit, who work Saturday shall receive a five percent (5%) differential for all hours worked on such Saturday. Said five percent (5%) differential shall not apply to any overtime hours worked on Saturday.
- G. In the event that Sunday is to become part of the scheduled work week for Library Unit employees, the County agrees to meet and confer with the Union regarding those employees who will be assigned to work Sunday as part of their regularly scheduled work week.
- H. The County Library Reassignment Policy shall be as follows:

Definition. A reassignment is the voluntary or involuntary transfer or movement of an employee from one work site to another in the same classification.

Reassignment Criteria. Reassignments are made to facilitate the Library System's service function and efficiency. Library Administration shall make reassignments based on the needs of the branch/system in relation to public service and will consider the following employee factors as they relate to these needs: the employee's job performance and development, the employee's subject/age specialization, the employee's seniority in the classification within the department, the distance between the work site and the employee's residence,

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and the assignment preferences of the employee as obtained by the procedures outlined below.

When circumstances other than seniority appear to Administration to equally or nearly equally meet the system service needs, then seniority shall govern.

In accordance with the above criteria, the Administration shall consider all internal requests for reassignment before making an appointment from any eligibility list and in no event shall reassignments be utilized for disciplinary purposes or be arbitrary. The Library shall notify Local #1 in writing when the employee selected is not the most senior employee and the reasons for such selection along with a list of those employees not selected.

In the event a grievance is filed regarding such request, the grievance shall be considered timely filed provided it is submitted within thirty (30) calendar days from the date of the Library's notification.

Procedures for Reassignment. Any employee may submit a request for reassignment to Administration at any time. Such requests will be kept on file for the current fiscal year.

Announcement of vacancies from resignations or promotions shall be distributed to all geographic work sites for a posting period of five work days. The announcement shall include: (1) Classification and total hours of position; (2) Work site; (3) Age-level assignments. During the posting period, the vacancy shall not be filled.

Before any decisions necessitating involuntary reassignments are made, Administration will solicit information from employees involved regarding their career development, goals, assignment preferences and their view of branch needs. This information will generally be obtained through employee conferences with Deputy County Librarian or Assistant County Librarian.

Whenever feasible, an employee who is reassigned will be given two (2) weeks notice.

Any employee who has been reassigned or any employee who has requested a vacancy and is not reassigned to that position, may request to meet with Administration to discuss the reasons for the decision, or may request the reasons be provided in writing.

- I. The Librarians assigned to work in the County Detention Facility shall receive in addition to his/her base pay a differential of five percent (5%) of base pay differential as premium compensation for this assignment.
- J. The Library Practice Advisory Committee shall continue for the duration of this MOU.
- K. The County Library agrees to continue the present vacation scheduling policy. Vacations in the Library Department are scheduled by location. Preference of vacation shall be given to employees at that location according to County service, as reasonably as possible. Vacation requests will be submitted by employees for the twelve (12) month period, March 1 to February 28. Preference in choices of dates will be given on the basis of greatest County service of

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employees submitting vacation requests by February 15, irrespective of employee organization affiliation.

The process shall consist of the employee in the branch (or other work unit assigned), with most County service making his/her first choice of one continuous block of time, and continuing to the next most senior employee, until each employee, on this first round, shall have been assigned his/her first choice (second or third if more senior employee(s) also requested the dates). This procedure shall be repeated for the second block of time, with the next most senior employee who requested at least two blocks of time, having first choice, from the remaining vacant time slots, and so on, for as many rounds of assignment as there were blocks of vacation time requested. Completed vacation schedule will then be posted in the branch or other work unit. Those employees unable to specify a choice of dates will turn in a vacation request form with no choices indicated. Subsequent requests can then be made, in writing, at least two weeks before the requested vacation time. These requests will be granted on a "first come, first served" basis.

Employees may cancel or reschedule their granted vacation dates. These cancellations and requests for rescheduling should be made, in writing, at least two weeks before the canceled or rescheduled vacation time. The rescheduling will be granted or denied according to same "first come, first served" basis mentioned above.

All cancellations of previously approved vacation dates will be posted on Vacation Schedule, and be available to other employees on the basis of seniority rather than "first come, first served." Upon reassignment, employees take their approved vacation dates with them to their new location.

The following vacation accruals shall be effective October 1, 1981 for employees in the Library Unit and other accruals listed in Section 13.3 shall not apply.

	Monthly Accrual	Maximum Cumulative
<u>Length of Service</u>	<u>Hours</u>	<u>Hours</u>
Under 15 years	10	240
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

- L. The Library Department shall make every effort consistent with efficient operations to provide that no employee shall be scheduled to work more than two (2) after 6:00 p.m. shifts in a calendar week, unless that employee specifically requests that shift for a specified period of time.

No employee shall work more than half the Saturday shifts within a mutually agreed upon period of time (two (2) or eight (8) week cycles), unless that employee specifically requests that shift for a specified period of time.

Thirty-two (32) and twenty (20) hour employees will maintain a four (4) day work week unless employees specifically agree to a variant days-off schedule. Choice



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of shift assignments at a work site shall be determined by County seniority in class.

However, employees who mutually agree to trade shift assignments at a given work site may do so, on a temporary or permanent basis, depending on their mutual agreement.

M. Thirty-two (32) hour employees who voluntarily reduced their hours to reduce the impact of layoff shall be treated as forty (40) hour employee's for purposes of a future layoff pursuant to Section 11.4 of this MOU.

N. Permanent full-time and permanent part-time staff represented by the Library Unit of Local One shall be eligible for reimbursement of up to fifty dollars (\$50.00) per fiscal year for membership in either the American Library Association or the California Library Association. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

O. When there are promotional or open and promotional exams for positions within the Library, the Library will provide training for staff members who meet the qualifications for the position in order to assist staff to prepare for the exam.

P. The County shall continue to provide to the Union a copy of any layoff or recall list(s) for all affected employees in the unit. Furthermore, it is agreed that the County shall continue to recall for all assignments, whether permanent, short-term or provisional, employees who have been reduced in time, demoted or reassigned to Permanent-Intermittent in strict seniority order.

In addition, the County agrees to keep a written record of all offers of employment and assignments to affected employees and to make such information available to the Union upon request. Qualified eligible permanent employees will be considered for acting or provisional appointments before filling vacancies with temporary employees.

Q. The County and Union agree to establish a joint labor-management task force to discuss workload related issues. The task force shall consist of up to three members selected by the Union and up to three members selected by management.

R. The Library will request that all vacant, funded permanent positions be filled following the adoption of the 1994-95 budget.

S. The County agrees that all provisions of the July 1, 1993 side letter regarding the San Ramon Library will remain in effect for the term of this MOU.

T. Effective February 1, 2000, employees in the classification of Library Assistant who are regularly assigned "in Charge" at the Outlets (Rodeo, Crockett, Bay Point), shall be classified Library Assistant-Advanced Level.

U. The following applies to all Permanent-Intermittent employees.

Permanent-Intermittent employees will be notified before being employed that they must agree to be available to work at least 240 hours per year, and must be available to work no less than seven (7) Sundays per year.

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The annual tracking of hours and Sundays shall be on a calendar year basis. If a Permanent Intermittent employee is hired after January 1, the requirements for available Sundays, and hours worked, will be prorated as of the hire date, unless the period remaining in the year is less than one month, in which case the period for administering the P.I. tracking hours agreement shall begin the first of the upcoming year.

Permanent Intermittent employees shall be entitled to designate specific geographic availability at no fewer than six sites.

All substitute job hours shall be listed in Subfinder, an automated online program for reviewing, accepting, and canceling shifts. All Permanent Intermittent employees must be registered in Subfinder.

The P.I. employee shall be entitled to designate specific days not to exceed 45 days when he/she is not available for assignments. Notwithstanding the above, P.I. employees are entitled to Leave provisions of the MOU.

On a quarterly basis, the Library Department shall provide a report to Local One which shows Permanent Intermittent total hours worked, and the number of Sundays worked.

An employee may request a waiver of hours and weekend criteria by submitting a request for an exemption in writing to the Administrative Services Officer: Human Resources for the Library Department who shall give full and fair consideration to the request. A written decision shall be forwarded to the employee within 30 days. If the request is denied, the employee may appeal to the County Librarian. If denied at that level the employee may appeal to the Director of Human Resources, whose decision shall be final.

The Library Department will make training available to all new and current Permanent Intermittent employees. Staff will be paid for training time and such hours shall count as hours worked

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

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

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

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
PUBLIC EMPLOYEES UNION, LOCAL # 1  
CSB SITE SUPERVISOR UNIT**

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

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

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

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

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**DEFINITIONS**

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

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

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

**County:** Contra Costa County.

**Demotion:** The change of an 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, or in the Personnel Management Regulations.

**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 class.

**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 and who have been involuntarily separated by layoff or displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.

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

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

## DEFINITIONS

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

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues. Project employees are not covered by the Merit System.

**Promotion:** The change of an 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, or in the Personnel Management Regulations.

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

**Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, 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 class and, who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

**Resignation:** The voluntary termination of employment with the County.

**Temporary Employment:** Any employment 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 to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.

**Union:** Public Employees Union, Local One

## **SECTION 2 - UNION SECURITY**

### **SECTION 1 - RECOGNITION**

The Union is the formally recognized employee organization for the Family and Children's Services – Site Supervisor Unit. The Union has been certified as such, pursuant to Chapter 34-12 of Contra Costa County Board of Supervisors' Resolution 81/1165. Represented classes in this unit are:

Site Supervisor I (9MH2)  
Site Supervisor III (9MF1)

### **SECTION 2 - UNION SECURITY**

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

**2.2 Maintenance of Membership.** All employees in the Community Services Bureau - Site Supervisor Unit, represented by the Union, who are currently paying dues to the Union and all employees in such unit who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the class to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.4 – Withdrawal of Membership.

**2.3 Union Dues Form.** Employees hired into classifications represented by the Union shall, as a condition of employment at the time of employment, complete a Union Dues Authorization Card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if they do not want to become a member of the Union. Such decision, not to become a member of the Union, must be made in writing to the Auditor-Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, s/he shall be deemed to have voluntarily agreed to pay the dues of the Union.

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

## **SECTION 2 - UNION SECURITY**

which shall be deemed proper notice of his or her right to revoke said authorization.

**2.4 Withdrawal of Membership.** By notifying the Auditor-Controller's Office in writing, between August 1, 2005 and August 31, 2005 any employee assigned to a classification in the CSB Site Supervisor Unit may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1, 2005; discontinuance of dues payments to then be reflected in the October 10th paycheck. Immediately upon the close of the above-mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.

### **2.5 Agency Shop.**

- A. The Union 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 Union.
- 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 Union or;
  - 2. Pay to the Union, 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 Union 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 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 2.5.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.



## **SECTION 2 - UNION SECURITY**

- C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union'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 2.5.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 Union shall provide the Human Resources Director with copies of the financial report which the Union annually files with the California Public Employee Relations Board. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed, and upon mutual agreement, this time limit may be extended to one hundred twenty (120) days.
- F. Compliance.
1. An employee employed in or hired into a job class represented by the Union shall be provided with an Employee Authorization for Payroll Deduction card by the Human Resources Department.
  2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.5.B.3 are not received, the Union 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 Union.
- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under

## SECTION 2 - UNION SECURITY

this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.

- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.
- I. In the event that employees in a bargaining unit represented by the Union vote to rescind agency shop, the provisions of Section 2.2 and 2.4 shall apply to dues-paying members of the Union.

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

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

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

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

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.

## **SECTION 2 - UNION SECURITY**

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

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

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

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

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

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.

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

- A. **Initial Determination.** When a new class title is established, the 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 or her determination.

### **SECTION 3 - NO DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT (ADA).**

- 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 Resolution 81/1165.

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

**2.11 Additional Information.** Upon written request by the Union and no more than two times per year, the Department shall provide a list of the names and classifications of employees that are members of this representation unit.

### **SECTION 3 - NO DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT (ADA).**

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

The County and the Union recognize that the County has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement, the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the Americans with Disabilities Act (ADA) which are in conflict with any provision of this Agreement, the Union will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Union on the impact of such accommodation. If the County and the Union do not reach agreement, the County may implement the accommodation if required by law without further

## **SECTION 4 - OFFICIAL REPRESENTATIVES**

negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of the ADA.

### **SECTION 4 - OFFICIAL REPRESENTATIVES**

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

- a. If their attendance is required by the County at a specific meeting;
- b. If their attendance is sought by a hearing body or presentation of testimony or other reasons;
- c. if their attendance is required for meeting(s) scheduled at reasonable times, agreeable to all parties, and required to address appeals filed pursuant to Section 23 – Grievance Procedure of this MOU;
- d. 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 Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head or his designee, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.
- f. Union officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in union business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the union business involved (e.g. grievance meeting).

**4.2 Union Representatives.** Official representatives of the Union 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 designee.

**4.3 Release Time for Training.** The County shall provide a maximum of sixteen (16) total hours per year of release time for official representatives of the Union to attend Union-sponsored training programs.

## **SECTION 5 – SALARIES**

Requests for release time shall be provided in writing to the Department and County Human Resources at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved, within one (1) week of receipt.

### **SECTION 5 – SALARIES**

**5.1 General Wages.** Because employees in the Community Services Bureau Site Supervisor Unit receive external State and federal funding for their programs, these employees are not eligible for general cost of living wage adjustments negotiated between Local One and the County.

- A. Effective on July 1, 2012, the base rate of pay for all classifications represented by the Union will be reduced by two and three-quarters percent (2.75%).

### **One Time Lump Sum Payment 2012**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2012:
1. The employee must be employed by the County on or before January 1, 2012;
  2. The employee must be employed on a permanent full time basis on April 1, 2012; and
  3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
    - a. Public Employees Union, Local One
    - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
    - c. United Clerical , Technical & Specialized Employees, AFSCME, Local 2700
    - d. Professional & Technical Employees, AFSCME, Local 512
    - e. Western Council of Engineers
    - f. SEIU, Local 1021, Rank and File Unit
    - g. SEIU, Local 1021, Service Line Supervisors Unit
- B. **PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following

## SECTION 5 – SALARIES

criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent part time basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours (For example:  $\$500 \times (20/40) = \$250$ ).

C. **PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

## **SECTION 5 – SALARIES**

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24 (\$500 divided by 2080 hours).

- D. **EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:
1. The employee must be employed by the County on or before January 1, 2012;
  2. The employee must be employed on a Per Diem basis on April 1, 2012; and
  3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
    - a. Public Employees Union, Local One
    - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
    - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
    - d. Professional & Technical Employees, AFSCME, Local 512
    - e. Western Council of Engineers
    - f. SEIU, Local 1021, Rank and File Unit
    - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24 (\$500 divided by 2080 hours).

- E. **LUMP SUM PAYMENT PROCESSED ON MAY 10, 2012 PAY WARRANT.** –The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

### **One Time Lump Sum Payment 2013**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2013:
1. The employee must be employed by the County on or before January 1, 2012;
  2. The employee must be employed on a permanent full time basis on April 1, 2013; and



## SECTION 5 – SALARIES

3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:

- a. Public Employees Union, Local One
- b. Public Employees Union, Local One, CSB- Site Supervisor Unit
- c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
- d. Professional & Technical Employees, AFSCME, Local 512
- e. Western Council of Engineers
- f. SEIU, Local 1021, Rank and File Unit
- g. SEIU, Local 1021, Service Line Supervisors Unit

B. **PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent part time basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours ( $\$500 \times (20/40) = \$250$ ).

C. **PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;

## SECTION 5 – SALARIES

2. The employee must be employed on a permanent intermittent basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24 (\$500 divided by 2080 hours).

D. **EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a Per Diem basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24(\$500 divided by 2080 hours).

E. **LUMP SUM PAYMENT PROCESSED ON MAY 10, 2013 PAY WARRANT.** The employee's regular earnings will be subject to the

## SECTION 5 – SALARIES

employee's required deductions, such as taxes, wage garnishments, and retirement.

**5.2 Entrance Salary.** New employees shall generally be appointed at the minimum step of the salary range established for the particular class of the 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.

**5.3 Certification Rule.**

- A. Open Employment List. On each request for personnel from an open employment list, ten (10) names shall be certified. If more than one (1) position is to be filled in any class in a department at the same time from the same request for personnel, the number of names to be certified from an open employment list shall be equal to the number of positions to be filled plus nine (9).
- B. Promotional Employment List. On each request for personnel from a promotional employment list, five (5) names shall be certified. If more than one (1) position is to be filled in any class in a department at the same time from the same request for personnel, the number of names to be certified from a promotional employment list shall be equal to the number of positions to be filled plus four (4).

**5.4 Anniversary Dates.** Anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service; provided however, if an employee began work on the first regularly scheduled workday of the month, the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.4.A above.
- C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the

## SECTION 5 – SALARIES

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.

**5.5 Increments Within Range.** The performance of each employee, except employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.4 – Anniversary Dates, to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary, such date to 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. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary, the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

**5.6 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.

**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

## **SECTION 5 – SALARIES**

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 reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in 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 5.9 – Salary on Promotion.

**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 5.11 – Salary on Voluntary Demotion, 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

## **SECTION 5 – SALARIES**

(5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

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

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

**5.11 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, 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.

**5.13 Pay for Work in Higher Classification.** When an employee in this representation unit 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, at the start of the second full day in the assignment, under the

## SECTION 5 – SALARIES

following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- a. The employee is assigned to a program service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been established and assigned to the Salary Schedule.
- b. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- c. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- d. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this Memorandum.
- e. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- f. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty (180) days no additional waiting period will be required.
- g. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential) accruing to the employee in his/her regular position shall continue.
- h. During the period of work for higher pay in a higher classification, an employee will retain his/her regular classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one (1) year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.

**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.

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

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

The election to receive an advance shall be made on 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, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

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

When the County notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined. If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

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

**Effective October 1, 2008 – February 28, 2010.**

The normal work-week of County employees is forty (40) hours, usually five (5), eight (8) hour days. However, where operational requirements of a department require deviations from the usual pattern of hours and days per work-week, an



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

employee's work hours may be scheduled to meet these requirements.

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

**Effective on March 1, 2010**

**6.1 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.

**6.2 Workweek For Employees on Regular Work Schedule:** For employees who work the regular work schedule, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

## **SECTION 7 – ANNUAL ADMINISTRATIVE LEAVE**

Site Supervisors shall continue to be credited with sixty (60) hours of paid administrative leave each January 1st. This leave time is non-accruable and all balances will be zeroed-out effective December 31, each year. Employees hired after January 1 shall have such leave prorated based upon position hours.

This administrative leave is provided in recognition of those situations when Site Supervisors are expected to work additional hours without receiving overtime pay, such as when responding to emergencies, attending various meetings and administering the program.

## **SECTION 8 –SECTION INTENTIONALLY LEFT BLANK**

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

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

- A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- B. Advise employees in those classifications that position reductions may occur in their classifications.
- C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- D. Consider employee requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

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- E. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- F. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team 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.
- G. When it appears to the Department Head and/or Labor Relations Officer that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Officer shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

### **9.2 Separation Through Layoff**

- A. Grounds for Layoff. Any employee(s) 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, full time employee may displace an employee in the department having less seniority in the same class who occupies a permanent part-time position, the least senior employee being displaced first.
  - 2. In the Same Level or Lower Class. A laid off or displaced employee who had completed probation in a class at the same or

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

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 part-time employees may displace only employees holding positions of the same type respectively.
2. A full time employee may displace any 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 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 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.
4. It is understood that Project employees are not covered by the Merit System and that Project employees cannot displace Merit System employees.

### **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 (5%) percent of the former class shall carry the seniority accrued in the former class into the new class. Service for layoff and displacement purposes includes only the employee's last continuous regular 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 position within the period of layoff eligibility.

Approved leaves of absence as provided for in this MOU 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 regular County employment. If there remain ties seniority rights, such ties shall be broken by counting total time in the department in

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

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regular employment. Any remaining ties shall be broken by random selection among the employees involved.

- F. Eligibility for Layoff List. Whenever any person 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 List. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous regular 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. Appointment 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 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. Non-Merit employees will be required to meet all Merit System requirements when seeking appointment to a Merit System job.
- 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.

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

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2. On evidence that the eligible cannot be located by postal authorities.
  3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
  4. If three (3) offers of appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.
  5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice 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 appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.
- K. Removal of Names from Reemployment and Layoff List. The Director of Human Resources may remove the name of any eligible from a reemployment or layoff list if the eligible fails to respond within five (5) days to a written notice mailed to the person's last known address.

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

**9.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

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

**9.5 Reassignment of Laid Off Employees.** Employees who displaced within the same classification from full time to part-time 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.

### **9.6 Special Layoff Provisions.**

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

	<b><u>Job Code</u></b>
Cook	1KWA
Lead Cook	1KTA
Custodian	GK7A, GKWB

## **SECTION 9 – WORKFORCE REDUCTION AND LAYOFF**

Clerk Specialist	JWXD
Clerk Senior	JWXC
Clerk Experienced	JWXB
Clerk Beginning	JWXA, JWXE
Driver Clerk	9QWA
Eligibility Work Specialist	XHTB

2.	The laid off employee must first exhaust all displacement rights in the employee's department.
3.	The laid off employee must have at least four (4) years of seniority in his/her current classification.
4.	The laid off employee must meet any additional requirements of the position in the new department, e.g. pass a background investigation or possess a license or certification.

D.	The displacement process set forth in Section 9.6.C will be implemented in accordance with Sections 9.2.C and 9.2.D.
E.	A reduction in hours does not constitute a layoff for purposes of subsection C of Section 9.6.
F.	In the event of ties in seniority rights, such ties will be broken by length of last continuous permanent County employment. If there remain ties in seniority, such ties will be broken by random selection among the employees involved.
G.	Each employee who exercises his/her rights set forth in subsections B and C of Section 9.6 must serve a 90-day probationary period in the new department. Any employee who fails to successfully complete this probationary period will be placed on the layoff list for their original displacement class.

The provisions of Section 9.6 expire on June 29, 2012.

## **SECTION 10 - HOLIDAYS**

**Effective October 1, 2008 – February 28, 2010.**

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

January 1st, known as New Year's Day  
Third Monday in January, known as Dr. Martin Luther King, Jr. Day  
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  
November 11th, known as Veterans Day

## **SECTION 10 – HOLIDAYS**

Fourth Thursday in November, known as Thanksgiving Day  
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 listed above which falls on a Saturday shall be celebrated on the proceeding Friday and any holiday listed above which falls on a Sunday shall be celebrated on the following Monday.

**10.2 Floating Holidays.** All employees shall accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth ( $\frac{1}{10}$ ) hour (6 minutes). No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, the employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.

**10.3 Application of Holiday Credit.** Employees shall be entitled to a holiday whenever a holiday is observed pursuant to the schedule cited above.

## **SECTION 10 – HOLIDAYS**

**Effective on March 1, 2010.**

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

January 1st, known as New Year's Day  
Third Monday in January, known as Dr. Martin Luther King, Jr. Day  
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  
November 11th, known as Veterans Day  
Fourth Thursday in November, known as Thanksgiving Day  
Friday after Thanksgiving Day  
December 25th, known as Christmas Day

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

**10.2 Floating Holidays.** Effective January 1, 2012, all employees shall accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth ( $\frac{1}{10}$ ) hour (6 minutes). No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, the employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.



## **SECTION 11 - VACATION LEAVE**

### **10.3 - Holiday is NOT Worked and Holiday Falls on Regularly Scheduled Work Day:**

**A. Holidays Observed – Full-Time Employees:** Full-time employees on the regular work schedule are entitled to observe a holiday (eight (8) hours off), without a reduction in pay, whenever a holiday is observed by the County. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

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

**10.4 – Provisions for Part-Time Employees and Permanent-Intermittent Employees - Reopener:** The parties will reopen the provisions of Section 10 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.

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

## **SECTION 11 - VACATION LEAVE**

**11.1 Vacation Allowance.** Employees covered by this agreement 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 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 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.

**11.2 Vacation Accrual Rates.** Employees shall accrue vacation credit as follows:

Monthly

Maximum

## SECTION 11 - VACATION LEAVE

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

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

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

#### ***Example:***

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

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

#### ***Example Two:***

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

## **SECTION 11 - VACATION LEAVE**

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

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

#### ***Example One:***

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

#### ***Example Two:***

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

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

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

**11.4 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.

#### **11.5 Vacation Buy Back**

## **SECTION 12 - SICK LEAVE**

Employees may elect payment of up to one-third ( $\frac{1}{3}$ ) of their annual vacation accrual, subject to the following conditions:

- (1) the choice can be made only once in each calendar year;
- (2) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and
- (3) the maximum number of hours that may be paid in any calendar year is one-third ( $\frac{1}{3}$ ) of the annual accrual.
- (4) employees promoted or hired by the County into any classification represented by Local 1 CSB on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by Local 1 CSB will retain that benefit after promoting into a classification represented by Local 1 CSB.

In those instances where a lump-sum payment has been made to employees as a retroactive general salary adjustment for a portion of the calendar year, which is subsequent to exercise by an employee of the buy-back provision herein, that employee's vacation buy-back shall be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed – provided that the period covered by the lump-sum payment was inclusive of the effective date of the vacation buy-back.

## **SECTION 12 - SICK LEAVE**

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

**12.2 Credits To and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minutes) increments.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in

## SECTION 12 - SICK LEAVE

which case the accumulated credits shall be restored if re-employed in a regular position within the period of layoff eligibility.

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

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

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

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

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

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

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

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

## SECTION 12 - SICK LEAVE

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

## SECTION 12 - SICK LEAVE

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

**12.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the department head. The following procedures apply:

- a. Employee Responsibilities
  - 1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.

## SECTION 12 - SICK LEAVE

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

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

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

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 12.4.a.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.



## SECTION 12 - SICK LEAVE

5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

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

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

### 12.5 Disability.

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority 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 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 examination by a licensed physician and/or psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Human Resources Director may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a

## **SECTION 12 - SICK LEAVE**

- licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (A) or (B) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
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 a Disability Review Arbitrator.
- J. In the event of an appeal to the Disability Review Arbitrator, the employee has the burden of proof to show that either:

## SECTION 12 - SICK LEAVE

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 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.

### Scope of the Arbitrator's Review.

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
  2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
  3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
  4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.
- L. It is understood that the benefits specified in Section 12 – Sick Leave, and Section 13 – Workers' Compensation and Continuing Pay, shall be coordinated with the rehabilitation program as determined by the labor-management committee.

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

**12.7 Confidentiality of Information/Records.** Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

## **SECTION 13 – WORKERS’ COMPENSATION AND CONTINUING PAY**

### **SECTION 13 – WORKERS’ COMPENSATION AND CONTINUING PAY**

**13.1 Workers’ Compensation.** For all accepted workers’ compensation claims filed with the County on or after January 1, 2000, employees shall receive eighty-six percent (86%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers’ Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers’ Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%). This provision excludes those safety employees. If workers’ compensation benefits become taxable income, the County will restore the former benefit level, one hundred percent (100%) of regular monthly salary and the parties shall meet and confer with respect to funding the increased cost.

**13.2 Waiting Period.** There is a three (3) calendar day waiting period before workers’ compensation benefits commence. If the injured worker loses any time on the date of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of the injury, the waiting period will be the first three (3) calendar days following the date 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.

**13.3 Continuing Pay.** Eligible employees who are members of this representation unit shall receive the appropriate percentage of regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers’ Compensation Laws of California. “Compensable temporary disability absence” for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers’ Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received. Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary workers’ compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first, provided the employee

## **SECTION 14 - STATE DISABILITY INSURANCE (SDI)**

remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid workers' compensation benefits as prescribed by workers' compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

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

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

**13.6 Rehabilitation Integration.** An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted. Thereafter, the rehabilitation Temporary Disability benefits will be paid directly to the employee.

**13.7 Health Insurance.** The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with workers' compensation benefits.

## **SECTION 14 - STATE DISABILITY INSURANCE (SDI)**

**14.1 General Provisions.** The California SDI program provides disability benefits beginning on the eighth (8th) calendar day of a qualifying disability unless the employee is hospitalized. Upon hospitalization, benefits can be payable from the first day of the disability. If the disability exceeds fourteen (14) calendar days, benefits can be payable from the first day of the disability. The maximum period of state disability payments is up to one (1) year. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California.

## **SECTION 14 - STATE DISABILITY INSURANCE (SDI)**

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of hospitalization in a timely manner in order for the department to make appropriate integration adjustments. State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

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

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

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

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

When the SDI benefit is exhausted, sick leave integration terminates. Then the employee may use sick leave or other accruals.

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

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

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

**14.3 Method of Integration.** Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.

The amount of sick leave charged each employee will be calculated in the following manner:

## **SECTION 15 – CATASTROPHIC LEAVE BANK**

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration. The formula for full-time employees' sick leave integration charges is shown below:

$$L = [(S-D) \div S] \times 8$$

S = Employee Base Monthly Salary  
H = Estimated Highest Quarter (3-mos)

Earnings [H = S x 3]

W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table  
C = Calendar Days in each Month  
D = Est. Monthly SDI Benefit [D = (W ÷ 7) x C]  
L = Sick Leave Charged per Day

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

**14.4 Definition.** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

**14.5 Election and Practice.** Upon election by the membership, all employees in this representation unit shall participate in the State Disability Insurance Program. The aforementioned benefits will then be administered in the same fashion as other Local One units within the County and pursuant to the practice established by the County.

## **SECTION 15 – CATASTROPHIC LEAVE BANK**

**15.1 Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon

## **SECTION 15 – CATASTROPHIC LEAVE BANK**

approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

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

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

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must be a member of this representation unit, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donations from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard one hundred seventy three and thirty three hundredths (173.33) basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient



## **SECTION 16 - LEAVE OF ABSENCE**

will be resolved on a final basis by the Director of Human Resources.

No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

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

### **SECTION 16 - LEAVE OF ABSENCE**

**16.1 Leave Without Pay.** Any employee represented by this unit 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.

**16.2 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 any of the following reasons:
  - 1. Illness, disability, or serious health condition;
  - 2. pregnancy or pregnancy disability;
  - 3. family care;
  - 4. to take a course of study such as will increase the employee's usefulness on return to the position;
  - 5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the

## SECTION 16 - LEAVE OF ABSENCE

need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.

- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 16.5 below.
- E. 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 return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority on granting or denying leave or early return from leave shall be subject to appeal to the Human Resources Director and not subject to appeal through the grievance procedure set forth in this MOU.

**16.3 Furlough Days Without Pay.** Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 - Compensation for Portion of Month of this MOU. Full time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation sick leave, floating holiday, and other accrual credits for employees taking furlough time, this provision shall supersede Section 11.3 – Vacation Accrual During Leave Without Pay, Section 12.2 – Credits To and Charges Against Sick Leave, Section 12.6 – [Sick Leave] Accrual During Leave Without Pay, and Section 16.1 – [Leave of Absence] Leave Without Pay of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from

## **SECTION 16 - LEAVE OF ABSENCE**

other absences without pay to the Auditor-Controller. The existing Voluntary Time Off program shall be continued for the life of the contract.

**16.4 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable Federal or State laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position 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.

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

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

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

**16.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include

## SECTION 16 - LEAVE OF ABSENCE

reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 16.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

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

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

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

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2. the probable duration of the condition;
3. an estimate of the amount of time which the employee needs to render care or supervision;
4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.

G. Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:

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

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

**16.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 12.3.D - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

**16.11 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 16.12. During the

## **SECTION 16 - LEAVE OF ABSENCE**

eighteen (18) weeks of an approved medical or family care leave under Section 16.5 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 16.12. 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.

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

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 12.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or State Disability Insurance/Sick Leave Integration under Section 14 – State Disability Insurance (SDI) or as provided in the sections below.
- B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 12.3 - Policies Governing the Use of Paid Sick Leave), vacation floating holiday, or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 12.3 - Policies Governing the Use of Paid Sick Leave.

**16.13 Leave of Absence Replacement and Reinstatement.** Any employee that is a member of this representation unit, who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case

## **SECTION 17 – JURY DUTY AND WITNESS DUTY**

of severance from service by reason of the reinstatement of an employee, the provisions of Section 9 - Workforce Reduction and Layoff, shall apply.

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

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

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

## **SECTION 17 – JURY DUTY AND WITNESS DUTY**

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

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

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

If summoned for jury duty in a Superior, 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 Superior or Federal Court, employees may remain in a regular pay status if

## **SECTION 18 - PROBATIONARY PERIOD**

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.

**17.2 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 17.1 of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty.

## **SECTION 18 - PROBATIONARY PERIOD**

Appointments of employees within this representation unit, for original entrance and promotion, shall be subject to a probationary period commencing on the date of appointment. For original entrance appointments, the probationary period shall be nine (9) months in duration. For promotional appointments, the probationary period shall be six (6) months.



## **SECTION 19 - PROMOTION**

The probationary period shall not include time served in temporary or provisional appointments or any period of continuous leave of absence without pay or period of work-connected disability exceeding fifteen (15) calendar days. 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.

The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing, except as provided in Section 20.5.A. If a clerical or administrative error delays a probationary report and it is determined that it was the intent of the appointing authority to retain the probationer, the employee affected will not suffer any loss of pay or benefits.

An employee rejected during the probation period from a position 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 who is laid off during probation, if reemployed in the same class by the department, shall be required to complete only the balance of the required probation. If reemployed in another classification, the employee shall serve a full probationary period.

During the probationary period, employees are subject to termination by the appointing authority without cause and without right of appeal or compliance with Section 22 – Dismissal, Suspension, Reduction in Pay, and Demotion, or Section 23 – Grievance Procedure, of this MOU.

## **SECTION 19 - PROMOTION**

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

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

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

## **SECTION 20 – VACANCIES AND REASSIGNMENT**

**20.1 Reassignment of Work Location.** Employees desirous of reassignment

## **SECTION 21 – RESIGNATIONS**

to a position in the same classification at another work location shall submit a request for reassignment in writing to the Department Head. When openings occur in various work locations, requests for reassignment will be reviewed with consideration given to various factors including but not limited to distance of employee's residence from desired work location and relative length of service of the applicants for a particular location. The Department Head or designated representative shall make the sole determination as to assignment of personnel. This provision applies to intradepartmental reassignments only. In no event shall reassignments be utilized for disciplinary purposes. Involuntary transfer or reassignment shall include a mandatory two (2) week notice.

**20.2 Vacancies.** The Department agrees to post all vacancies for at least seven (7) calendar days to provide employees the opportunity to express interest in, and apply for, said vacancies. The Department Head or designated representative shall make the sole determination as to assignment of personnel.

## **SECTION 21 – 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.

**21.1 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.

**21.2 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 receipt of a registered or certified letter citing a notice of resignation by the appointing authority to the employee at the employee's last known address, but no more than ten (10) working days from mailing of said notice.
- c. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

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

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**21.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative on that date or another date specified. An employee who resigns without advance notice as set forth in Section 21.1, may seek recession of the resignation and reinstatement by delivering an appeal in writing to the Human Resources Director not later than close of business on the third (3rd) calendar day after the resignation is effective. Within five (5) work days of receipt of the appeal, the Human Resources Director shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

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

### **21.5 Coerced Resignations.**

- A. **Time Limit.** A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy to the appointing authority.
- B. **Reinstatement.** If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. **Contest.** Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal under the grievance procedure contained in Section 23 of the MOU, beginning with Step 3.
- D. **Disposition.** If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

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

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

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

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- a. Absence without leave.
- b. Conviction of any criminal act involving moral turpitude.
- c. Conduct tending to bring the County or Department into disrepute.
- d. Disorderly or immoral conduct.
- e. Incompetence or inefficiency.
- f. Insubordination.
- g. Being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises.
- h. Neglect of duty (i.e. non-performance of assigned responsibilities).
- i. Negligent or willful damage to public property or waste of public supplies or equipment.
- j. Violation of any lawful or reasonable regulation or order given by a supervisor or Department Head.
- k. Willful violation of any of the provisions of the County's ordinance or the 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.

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

**22.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

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

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

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

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

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

## **SECTION 23 - GRIEVANCE PROCEDURE**

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

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

- A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee after having complied with the requirements of Section 22.2 where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion through the procedures of Section 23 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within ten (10) calendar days after service of said order.

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

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

## **SECTION 23 - GRIEVANCE PROCEDURE**

**23.1 Definition and Procedural Steps.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process. Grievances must be filed within thirty (30) days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

## SECTION 23 - GRIEVANCE PROCEDURE

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Step 1. Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress the grievant 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. If either the Union or the Grievant request a meeting with the Department Head or his/her designee at this step, such a meeting will be held.

Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the grievant may appeal in writing within ten (10) work days to the Director of Human Resources. The Director of Human Resources or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Director of Human Resources or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within twenty (20) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Director of Human Resources or designee will attempt to settle the grievance. In the event that the grievance is not settled, the Director of Human Resources or designee will provide written notice of that fact to the grievant, the union, and the Department- within twenty (20) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

Step 4. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed by the union within ten (10) work days of the written response of the 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 to the Director of Human Resources or designee within seven (7) work days requesting referral to mediation (State Mediation and Conciliation Service) or an Adjustment Board. The mediation option is only available with the concurrence of the Human Resources Director or designee. The mediation option terminates on June 30, 2013, and does not continue beyond the expiration date of this MOU without

## **SECTION 23 - GRIEVANCE PROCEDURE**

express written agreement of the parties to continue the practice. The Adjustment Board will be comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of the Union presenting this grievance, and three (3) representatives of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff of an organization employed to represent the County in the meeting and conferring process. The Adjustment Board will convene on the second (2<sup>nd</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the Adjustment Board will be placed on the agenda for the next regular meeting. Where the parties agree, the Adjustment Board may be comprised of two (2) Union representatives and two (2) County representatives.

This step of the grievance procedure may be waived by the written mutual agreement of the parties.

**Step 5.** If the parties are unable to reach a settlement or if an Adjustment Board is unable to arrive at a majority decision, either the Union or the County, whichever is the moving party, may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the grievant and the Human Resources Director. Such request shall be submitted within twenty (20) work days of the rendering of the Adjustment Board decision or the completion of mediation. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the grievant and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

**23.2 Expedited Board of Adjustment.** If the County and the filing Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspensions, demotions, or, reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Director of Human Resources within ten (10) work days of the date of the Step 3 written response by the Director of Human Resources or his/her designee. By agreement of the Union and the Director of Human Resources, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

### **Expedited Board of Adjustment (EBA)**



## **SECTION 23 - GRIEVANCE PROCEDURE**

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- a. The EBA will be composed of two (2) Coalition Union representatives from Local 1, AFSCME 2700, AFSCME 512, SEIU 1021 and/or Western Council of Engineers, no more than one (1) of whom may be an employee of the County, and two (2) management members named by the County and an impartial arbitrator. The Unions and the County will each appoint three (3) alternates who will serve as voting members of the Board if a member(s) is/are not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that Board member terms are staggered.
- b. The County and the Coalition Unions (hereafter "parties") will choose an impartial arbitrator to serve as the fifth (5<sup>th</sup>) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The arbitrator will serve a one year term; however, the Arbitrator may be replaced at any time by agreement between the Coalition Unions and the County. The arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by majority vote of the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding
- d. The Union filing the grievance and the County will each pay one-half (1/2) of the arbitrator's fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

### Procedures

- a. The EBA will convene on the fourth (4<sup>th</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement.
- b. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.

## **SECTION 23 - GRIEVANCE PROCEDURE**

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- c. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
- d. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may upon request of the Union or the County waive this provision.
- e. Upon the request of the Union filing the grievance or the County, a continuance of a grievance will be granted until the next session.
- f. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings, unless the attorney is also a union business agent or Human Resources staff.
- g. Meetings will be convened at a central location agreed to by the Unions and the County.
- h. Materials to be presented at the EBA will not be shared with the Board members in advance of convening the Board.

The Expedited Board of Adjustment is a trial program expanded to apply to all Coalition Unions. The parties will continually assess the effectiveness of the program during the term of this MOU. The Expedited Board of Adjustment Program will terminate on June 30, 2013, and does not continue beyond this expiration date without the express written agreement of the parties to continue the program.

### **23.3 Scope of Adjustment Board, Arbitration Decisions, and Expedited Board of Adjustment.**

- A. Decisions of Adjustment Boards, arbitrators, and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Adjustment Board, arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in Subsection 23.1 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

## **SECTION 23 - GRIEVANCE PROCEDURE**

in connection with such proposals, may be referred to arbitration under this Section. No Adjustment Board, arbitrator, or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.

- D. If the Human Resources Director 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, arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.

**23.4 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

**23.5 Union Notification.** An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, shall give the Union a copy of the formal presentation.

**23.6 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. 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.

**23.7 Strike/Work Stoppage.** During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, or refusal to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her

## **SECTION 24 – SPECIAL PROVISIONS**

supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

**23.8 Filing by Union.** The Union may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

**23.9 Disqualification From Taking an Exam.** If disqualified from taking an examination, an employee may utilize the appeal process specified in the Personnel Management Regulations for employees disqualified from taking an examination.

**23.10 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 – SPECIAL PROVISIONS**

**24.1 Longevity Pay.** Employees at ten (10) years of appointed service for the County, shall be eligible to receive a two and one-half percent (2.5%) longevity differential.

### **24.2 Deferred Compensation Incentive.**

**A.** The County shall contribute sixty dollars (\$60) per month to employees who participate in the County's Deferred Compensation Plan. To be eligible for this incentive, employees must contribute to the deferred compensation plan as indicated:

Employees with Current <u>Monthly Salary of:</u>	Qualifying Base Contribution <u>Amount</u>	Monthly Contribution Required to Maintain Incentive Program <u>Eligibility</u>
\$2,500 and below	\$250	\$50
2,501 - 3,334	500	50
3,335 - 4,167	750	50
4,168 - 5,000	1,000	50
5,001 - 5,834	1,500	100
5,835 - 6,667	2,000	100
6,668 & above	2,500	100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the sixty dollar (\$60) County supplement. To reestablish eligibility,

## **SECTION 24 – SPECIAL PROVISIONS**

employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal shall not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, shall not be required to reestablish eligibility.

**B. Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010:** Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and,
3. The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and ,
4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this Subsection 2 for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this Subsection 2.

No amount deferred by the employee or contributed by the County in accordance with this Subsection 2 will count towards the "Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Program Eligibility" required for the County's Deferred Compensation Incentive in Subsection 1. No amount deferred by the employee or contributed by the County in accordance with Subsection 1 will count toward the minimum required deferral required by this Subsection 2. The County's contribution amount in accordance with this Subsection 2 will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

## **SECTION 25 – BILINGUAL PAY DIFFERENTIAL**

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this Subsection 2, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with Subsection 1, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

**24.3 Training.** Full-time employees shall be eligible for career development training reimbursement not to exceed \$650 per fiscal year. Effective July 1, 2006 the reimbursement amount shall be increased to \$750 per fiscal year. The reimbursement of training expenses shall be governed by any Administrative Bulletins on Travel and/or Training and consistent with County and Department policies on Travel and/or Training.

**24.4 Professional Development Reimbursement.** Employees shall be eligible for reimbursement of up to \$525 for a two (2) year period beginning January 1, 2001 for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of computer hardware and software.

Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment.

**24.5 Management Life Insurance.** Employees shall be covered at County expense by term life insurance in the amount of forty-seven thousand dollars (\$47,000) in addition to the insurance provided under Section 26 – Health, Life and Dental Care.

**24.6 Safety Committee.** Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

## **SECTION 25 – BILINGUAL PAY DIFFERENTIAL**

A monthly salary differential shall be paid to incumbents of positions requiring bilingual proficiency as designated by the Department Head and the Human Resources Director. The differential shall be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month.

The differential shall be eighty dollars (\$80) per month. Effective January 1, 2007 the differential shall be increased to one hundred dollars (\$100) per month.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County and such designations may be amended or deleted at any time.

## **SECTION 26 - HEALTH, LIFE & DENTAL CARE**

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### **SECTION 26 - HEALTH, LIFE & DENTAL CARE**

**26.1 Health Plan Coverages.** The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

- A. Contra Costa Health Plans (CCHP)
- B. Kaiser Permanente Health Plan
- C. Health Net
- D. Delta Dental
- E. DeltaCare (PMI)

Employee Co-pays for these plans are shown on Attachment A.

### **26.2 Monthly Premium Subsidy:**

A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

- 1. Contra Costa Health Plans (CCHP), Plan A
  - Single: \$ 509.92
  - Family: \$1,214.90
- 2. Contra Costa Health Plans (CCHP), Plan B
  - Single: \$528.50
  - Family: \$1,255.79
- 3. Kaiser Permanente Health Plan
  - Single: \$478.91
  - Family: \$1,115.84
- 4. Health Net HMO
  - Single: \$627.79
  - Family: \$1,540.02
- 5. Health Net PPO
  - Single: \$604.60
  - Family: \$1,436.25
- 6. Delta Dental with CCHP A or B
  - Single: \$41.17
  - Family: \$93.00
- 7. Delta Dental with Kaiser or Health Net

## SECTION 26 - HEALTH, LIFE & DENTAL CARE

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Single: \$34.02  
Family: \$76.77

8. Delta Dental without a Health Plan

Single: \$43.35  
Family: \$97.81

9. DeltaCare (PMI) with CCHP A or B

Single: \$25.41  
Family: \$54.91

10. DeltaCare (PMI) with Kaiser or Health Net

Single: \$21.31  
Family: \$46.05

11. DeltaCare (PMI) without a Health Plan

Single: \$27.31  
Family: \$59.03

- B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

### 26.3 Retirement Coverage:

A. Upon Retirement:

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 26.2 for eligible retirees and their eligible family members.
2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.



## **SECTION 26 - HEALTH, LIFE & DENTAL CARE**

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3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.
- B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
  2. Life insurance coverage is not included.
  3. To continue health and dental coverage, the employee must:
    - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
    - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
    - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
    - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
  4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health

## **SECTION 26 - HEALTH, LIFE & DENTAL CARE**

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and/or dental coverage pursuant to subsection (a,) above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A, above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
  6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
  7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer retirement.
- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 26.3 subparts (A),(B), and (C) and upon retirement and for the term of this agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 26.3 only, "eligible family members" does not include Survivors of employees or retirees.

## **SECTION 26 - HEALTH, LIFE & DENTAL CARE**

**26.4 Health Plan Coverages and Provisions:** The following provisions are applicable regarding County Health and Dental Plan participation:

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
- B. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

**26.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

### **A. Health Insurance**

- 1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's child to age 26
  - d. Employee's Disabled Child who is:
    - (1) over age 26,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
- 2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **B. Dental Insurance**

- 1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) Under age 19; or

## **SECTION 26 - HEALTH, LIFE & DENTAL CARE**

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- (2) Age 19, or above, but under age 24; and,
    - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
    - ii. Receives at least 50% of support from Employee; and,
    - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - d. Employee's Disabled Child who is:
    - (1) Over age 19,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
- 2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **26.6 Dual Coverage:**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. All dependents, as defined in Section 26.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this Section 26.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

**26.7 Life Insurance Benefit Under Health and Dental Plans:** For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

## **SECTION 26 - HEALTH, LIFE & DENTAL CARE**

**26.8 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

**26.9 Health Care Spending Account.** After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee

**26.10 PERS Long-Term Care:** The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

**26.11 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside 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.

**26.12 Premium Conversion Plan:** The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

**26.13 Prevailing Section:** To the extent that any provision of this Section (Section 26 - Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 26 - Health, Life & Dental Care) will prevail.

**26.14 Rate Information.** The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

## **SECTION 27 - MILEAGE**

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**26.15 Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

### **26.16 Coverage During Absences**

Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

**26.17 Child Care.** The County will continue to support the concept of non-profit child care facilities similar to the "Kid's at Work" program established in the Public Works Department.

## **SECTION 27 - MILEAGE**

The mileage allowance for use of personal vehicles on approved 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 28 – RETIREMENT CONTRIBUTION**

**28.1 Contribution.** Effective on January 1, 2012, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

## **SECTION 29 – PERSONNEL FILES**

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### **28.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.**

- A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty years of age ("2% at 60"). 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 (36) 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 "Tier IV."
- B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.
- C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.
- D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to implement Tier IV. Draft language will be submitted to Coalition representatives and made the subject of meet and confer process prior to introduction. The Union must support the legislation, in addition to the County.
- E. This Section does not apply to employees of the Contra Costa County Employees Retirement Association (CCCERA).

## **SECTION 29 – PERSONNEL FILES**

Employees 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. The employee's union representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's union representative for inspection and review at reasonable intervals during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for the employee's review. The custodian of records will certify that the copy is a true and correct copy of the original file. Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in

## **SECTION 30 – SERVICE AWARDS**

the employee's personnel file shall be given to the employee who shall have the right to respond in writing to said documents.

The County shall provide an opportunity for the employee to respond in writing to any information that 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 permanent personnel record.

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.

Employees have the right to review their official personnel files that 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/her personnel file with specific written authorization from the employee.

## **SECTION 30 – 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.

## **SECTION 31 - UNFAIR LABOR PRACTICE**

Either the Department/County or the Union may file an Unfair Labor Practice, as defined in Chapter 34-22 of Resolution 81/1165, against the other.

Allegations of an unfair labor practice, if not resolved in discussions between the parties, may be heard by a mutually agreed upon, impartial third-party.

## **SECTION 32 – ADOPTION**

The provisions of this Memorandum of Understanding 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 33 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

### SECTION 33 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

**33.1 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.

**33.2 Separability of Provisions.** Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

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.

**33.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

**33.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2011 to and including June 30, 2013. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

Date: \_\_\_\_\_

CONTRA COSTA COUNTY

LOCAL One - CSB SITE SUPERVISOR UNIT

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## SECTION 33 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

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_____	_____
_____	_____

**LAST, BEST AND FINAL OFFER A  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
SOCIAL SERVICES UNION, LOCAL 1021  
RANK AND FILE UNIT**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of the Contra Costa County Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein. Special provisions and restrictions pertaining to Project employees covered by this MOU are contained in Attachment A which is attached hereto and made a part hereof.

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## **DEFINITIONS**

**Appointing Authority:** Department Head unless otherwise provided by statute or ordinance.

**Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

**Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

**County:** Contra Costa County.

**Demotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classifications.

**Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.

**Eligible:** Any person whose name is on an employment or reemployment or layoff list for a given classification.

**Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his/her return.

**Employment List:** A list of persons, who have been found qualified for employment in a specific class.

**Layoff List:** A list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff or displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.

**Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period but on an intermittent basis, as needed, paid on an hourly basis.

**Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full-time basis.

**Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.

**Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer

or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

**Position:** The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.

**Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.

**Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

**Reemployment List:** A list of persons, who have occupied positions allocated to any class in the merit system and, who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

**Resignation:** The voluntary termination of permanent service with the County from a position in the merit system.

**Temporary Employment:** Any employment in the merit system which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

**Transfer:** The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.

**Union:** SEIU Local 1021, Rank and File.

**SECTION 1 – UNION RECOGNITION**

The Union is the formally recognized employee organization for the representation units listed below, and such organization has been certified as such pursuant to Chapter 34-12 of Board Resolution No. 81/1165.

Community Aide Unit  
Social Services Unit

**SECTION 2 – UNION SECURITY**

**2.1 Dues Deduction.** Pursuant to Board Resolution No. 81/1165, only a majority representative may have dues deduction and as such, the Union has the exclusive privilege of dues deduction or agency fee for all employees in its units.

**2.2 Agency Shop.**

- A. The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this section is applicable regardless of whether they are members of the Union.
- 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 Union, or
  - 2. pay to the Union, 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 Union 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 Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payor 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 a fee payor to invoke the Union'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 Union shall provide the Director of Human Resources with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after (June 30) 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 Union 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 Union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union 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 Union.
- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.
- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.
- I. In the event that employees in a bargaining unit represented by the Union vote to rescind Agency Shop, the provisions of Section 2.3, 2.4, and 2.5 shall apply to dues-paying members of the Union.

**2.3 Maintenance of Membership.** All employees represented by the Union who are currently paying dues to the Union and all employees in such unit who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the classification to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.5.

**2.4 Union Dues Form.** Employees hired into classifications represented by the Union shall, as a condition of employment at the time of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if they do not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County

in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.

Each such dues authorization form referenced above shall include a statement that the Union and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Office in writing, between August 1, 2005 and August 31, 2005, any employee assigned to a classification represented by the Union may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1, 2005, discontinuance of dues payments to then be reflected in the October 10, 2005 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.

**2.6 Communicating With Employees.** The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a Union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

**2.7 Use of County Buildings.** The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:



- A. Such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the County;
- C. it does not interfere with normal County operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.8 Advance Notice.** The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

On matters within the scope of representation, the County agrees that the Human Resources Department will notify a Union's designee(s) when an issue within the scope of representation is placed on the Board's agenda. If there is insufficient time to meet and confer on an issue prior to the Board's meeting, the item shall be deferred if so requested by the Union.

In cases of emergency when the Board, or boards and commissions designated by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

**2.9 Written Statement for New Employees.** The County will provide a written statement to each new employee hired into a classification which is in the Social Services Unit or Community Aide Unit that their classification is represented by Local 1021, and the name of a representative of Local 1021. The County shall provide an opportunity for the Union to make a fifteen (15) minute presentation at the end of the Human Resources Department's new employee orientation meetings.

### **SECTION 3 – NO DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, political opinion, sex, sexual orientation, or Union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age or physical disability.

### **SECTION 4 – SHOP STEWARDS AND OFFICIAL REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as shop stewards or official representatives of the Union shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

- A. If their attendance is required by the County at a specific meeting;
- B. if their attendance is sought by a hearing body for presentation of testimony or other reasons;
- C. if their attendance is required for meetings required for settlement of grievances filed pursuant to Section 23 - Grievance Procedure of this MOU;
- D. if they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance;
- E. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head or designee, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.

**4.2 Union Representatives.** Except in the Department of Employment and Human Services, official representatives of the Union 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 designee.

**4.3 Social Service Representatives.** In the Department of Employment and Human Services, the Union shall designate five (5) representatives who shall be allowed time off on County time with corresponding reduction in work assignments, up to sixteen (16) hours per week per representative, for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Officer or other management representatives on matters within the scope of representation or for the reasons as provided in 4.1.a through 4.1.e above. In each case, advance arrangements for time away from the employee's work assignment shall be made with the Department Head or designee. Such representatives from other departments shall be allowed time off as provided in Section 4.2 and the representatives designated in this Section shall not in the aggregate exceed five (5) employees.

**4.4 Office Stewards.** The Union may designate stewards in the Employment and Human Services and Health Services Departments who may be allowed to attend meetings held on County time for the purposes provided in 4.1.d above. In each case, advance arrangements for time away from the employee's work assignment must be made with the Department Head or designee. The number of stewards for the following offices are:

**(a) Employment and Human Services:**

Hall Avenue	1
Summit	1
Cavallo	1
Ellinwood (includes Concord One Stop)	2
Marina West (includes N. Richmond SIT)	2
Hercules (includes San Pablo One Stop)	1
4549 Delta Fair	1
4545 Delta Fair (includes Sand Creek)	2

(b) Health Services: 1 for all sites.

If during the term of this MOU offices are combined or created, the Union may designate one (1) steward for each new office and two (2) stewards for any office with one hundred (100) or more represented employees at the Employment and Human Services Department.

**4.5 Department Notification.** The Union shall notify in writing the Department Head or designee of those persons designated as official representatives and as stewards and of any changes of such designations when made.

**SECTION 5 – SALARIES****5.1 General Wages.**

- A. Effective on July 1, 2012, the base rate of pay for all classifications represented by the Union will be reduced by two and three-quarters percent (2.75%).
- B. Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

**5.2 One Time Lump Sum Payment 2012**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2012:
  - 1. The employee must be employed by the County on or before January 1, 2012;
  - 2. The employee must be employed on a permanent full time basis on April 1, 2012; and
  - 3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
    - a. Public Employees Union, Local One
    - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
    - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
    - d. Professional & Technical Employees, AFSCME, Local 512
    - e. Western Council of Engineers
    - f. SEIU, Local 1021, Rank and File Unit
    - g. SEIU, Local 1021, Service Line Supervisors Unit
- B. **PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2012:
  - 1. The employee must be employed by the County on or before January 1, 2012;

2. The employee must be employed on a permanent part time basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours (For example:  $\$500 \times (20/40) = \$250$ ).

- C. **PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by  $\$0.24$  ( $\$500$  divided by 2080 hours).

- D. **EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a Per Diem basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:

- a. Public Employees Union, Local One
- b. Public Employees Union, Local One, CSB- Site Supervisor Unit
- c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
- d. Professional & Technical Employees, AFSCME, Local 512
- e. Western Council of Engineers
- f. SEIU, Local 1021, Rank and File Unit
- g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24(\$500 divided by 2080 hours).

**E. LUMP SUM PAYMENT PROCESSED ON MAY 10, 2012 PAY**

**WARRANT.** –The employee’s regular earnings will be subject to the employee’s required deductions, such as taxes, wage garnishments, and retirement.

**One Time Lump Sum Payment 2013**

**A. PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent full time basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

**B. PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent part time basis on April 1, 2013; and

3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours ( $\$500 \times (20/40) = \$250$ ).

**C. PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by  $\$0.24 (\$500 \text{ divided by } 2080 \text{ hours})$ .

**D. EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a Per Diem basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One

- b. Public Employees Union, Local One, CSB- Site Supervisor Unit
- c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
- d. Professional & Technical Employees, AFSCME, Local 512
- e. Western Council of Engineers
- f. SEIU, Local 1021, Rank and File Unit
- g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24(\$500 divided by 2080 hours).

**E. LUMP SUM PAYMENT PROCESSED ON MAY 10, 2013 PAY**

**WARRANT.** The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

**5.3 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.

**5.4 Anniversary Dates.** Except as may otherwise be provided for in deep class resolutions, anniversary dates will be set as follows:

- A. **New Employees.** The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. **Promotions.** The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.3.A above.
- C. **Demotions.** The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. **Transfer, Reallocation and Reclassification.** The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. **Reemployment.** The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- F. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided

however, when the appointment or transfer is effective on the employee's first regularly scheduled workday of that month, his/her anniversary is one (1) year after the first calendar day of that month.

**5.5 Increments Within Range.** In the Department of Employment and Human Services, the performance of each employee, except those employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.4 to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted based on the overall performance rating of standard or based on the affirmative recommendation of the appointing authority. Based on the overall performance rating of below standard, the appointing authority may recommend denial of the increment subject to one additional review at some specified date before the next anniversary which must be set at the time submitted by the Appointing Authority.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time, except as otherwise provided in deep class resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

**5.6 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.

**5.7 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.

**5.8 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.

**5.9 Salary Reallocation and Salary on Reallocation.**



- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.8.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.

**5.10 Salary on Promotion.** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class.

In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

**5.11 Salary on Appointment From a Layoff List.** In the event of the appointment of a laid off employee from the layoff list to the class from which the

employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in an increase of less than five percent (5%), in which case the salary shall be adjusted to the step in the new range which is five percent (5%) greater than the next higher step, if the new range permits such adjustment.

**5.12 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.12, shall have his 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 would have achieved had he been continuously in the position to which he has been demoted, all within-range increments having been granted.

**5.13 Salary on Voluntary Demotion.** Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, unless the Board provides otherwise by resolution, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, new salary shall be set at the step next below former salary.

**5.14 Transfer.** An employee who is transferred from one position to another as described under "Transfer" shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolution, the salary of the employee shall be set as provided in the deep class resolution at a step not to exceed a five percent (5%) increase in the employee's base salary. However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on "Salary on Promotion" if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

**5.15 Pay for Work in Higher Classification.** When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Subsection 5.9 - Salary on Promotion of this MOU, commencing on the second full day of the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- A. The employee is assigned to a program service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.

- B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- C. Employees selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this Memorandum.
- E. The appropriate authorization form has been submitted by the Department Head at least eight (8) days prior to the expiration of the ten (10) day waiting period and approved by the County Administrator.
- F. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- G. If approval is granted for pay for work in a higher classification and the assignment is terminated and later reapproved for the same employee within one hundred eighty (180) days, no additional waiting period will be required.
- H. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- I. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment shall remain unchanged.
- J. Allowable overtime pay, shift differential and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

**5.16 Payment.** On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his warrant upon the Treasurer in favor of such employee. The advance shall be in an amount equal to one-third (1/3) or less, at the employee's option, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive an advance shall be made on 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 5.15, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

**5.17 Pay Warrant Errors.** If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Office, it is the policy of the Auditor-Controller's Office that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays from the time the department is made aware of and verifies that the pay warrant is in error.

Pay errors discovered by the County in employee pay shall be corrected as soon as possible as to current pay rate but no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the two (2) year period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the Appointing Authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and a proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than one and one-half times (1-1/2) the length of time the overpayment occurred.

## **SECTION 6 - DAYS AND HOURS OF WORK**

**Effective October 1, 2008 – February 28, 2010.**

**6.1 Normal Workweek and Deviations.** The normal workweek of County employees is forty (40) hours between 12:01 a.m. Monday to 12:00 midnight Sunday, usually five (5) eight (8) hour days; however, where operational requirements of a department require deviations from the usual pattern of five (5) eight (8) hour days per workweek, an employee's work hours may be scheduled to meet these requirements, but his 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.

**6.2 Staggered Work Schedule.** The Department of Employment and Human Services shall continue to operate a staggered work schedule plan. Office hours shall remain open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday. Permanent full-time employees shall have the option to select, subject to prior approval of the department, an eight (8) hour day, forty (40) hour workweek schedule consisting of work hours which may be other than the normal 8:00 a.m. to 5:00 p.m. or 4:30 p.m. work schedule. The following shall serve as the basic criteria for the staggered shift:

- A. All employees must be present at their office or otherwise engaged in the duties of their position during the core hours of 10:00 a.m. and 3:30 p.m.
- B. Work schedules must remain within the hours of 7:00 a.m. and 7:00 p.m.
- C. The selected staggered work schedule shall consist of the same hours of work each day except for when a schedule including one varying eight (8) hour workday is necessary to provide "officer of the day" coverage or for other specific circumstances in which the department determines that such a

varying schedule is appropriate. The decision of the Department Head or designee shall be final.

- D. Lunch periods of one (1) or one half (1/2) hour shall be scheduled. In the event that the employee desires to change the scheduled lunch hour from one (1) hour to one half (1/2) hour, or from one half (1/2) hour to one (1) hour, that change must be approved in advance by the Department Head or designee. Lunch periods shall be taken within one (1) hour of the midpoint of the employee's scheduled workday.
- E. Each work unit designated by placement under a single line supervisor shall have at least one line worker in the office during the hours of 8:00 a.m. to 5:00 p.m. Each such unit shall also have at least one additional line worker in the office or otherwise engaged in the duties of their positions during the hours of 8:00 a.m. and 4:30 p.m. There are two situations in which exceptions may be made to these minimum coverage provisions. Units which are placed under a single supervisor but which are split between two or more buildings may be clustered with another unit of a like program function in the immediate work areas of the same building for the purpose of maintaining minimum coverage during the time period between 4:30 p.m. and 5:00 p.m. A unit of three or fewer workers may be clustered with another unit of a like program function in the immediate work area for the purpose of maintaining minimum coverage, provided that the total number of workers in the units so clustered shall not exceed eight (8).
- F. Each employee's proposed staggered schedule must be submitted in writing and approved by the Department Head or designee prior to implementation.
- G. Changes in staggered schedules shall be requested in writing and must have the approval of the Department Head or designee prior to implementation.
- H. Conflicting requests for schedules shall be resolved by the Department Head whose decision shall be final.
- I. In the event coverage within a location becomes temporarily reduced as a result of scheduling revisions or absenteeism, employees will be expected to assure that the necessary functions are performed, particularly the answering of telephones.
- J. It is understood that an individual employee's schedule may be changed due to the needs of the department.
- K. In the event this staggered scheduling provision is found by the department to be inconsistent with the needs of the department, the department shall so advise representatives of Local 535 and the County and the Union shall meet and confer in an attempt to resolve the inconsistency.

The Public Health Division of the Health Services Agency shall institute, within clinic and caseload requirements, a staggered hours work schedule plan in which permanent full-time Social Workers and Eligibility Workers shall have the option to request, subject to prior approval of the Department Head or designee, an eight (8) hour day, forty (40) hour workweek schedule consisting of work hours which may be other than the normal 8:00 a.m. to 5:00 p.m., Monday through Friday. The following shall serve as the basic criteria for departmental approval:

- A. All employees must be present at their office or otherwise engaged in the duties of their position during the core hours of 9:00 a.m. to 4:00 p.m.

- B. Work schedules must remain within the hours of 7:30 a.m. and 5:30 p.m. except for specific assignments which may require work beyond those hours.
- C. The selected staggered work schedule shall consist of the same eight (8) hour workdays as is necessary to provide coverage during the hours of 8:00 a.m. to 5:00 p.m. The decision of the Department Head or designee shall be final.
- D. Lunch periods of one (1) or one-half (1/2) hour shall be scheduled subject to the approval of the Department Head or designee. In the event that the Social Worker or Eligibility Worker desires to change the scheduled lunch hour from one (1) hour to one-half (1/2) hour, or from one half (1/2) hour to one (1) hour, that change must be approved in advance by the Department Head or designee.
- E. Each proposed staggered schedule must be submitted in writing and approved by the Department Head or designee prior to implementation.
- F. Changes in staggered schedules shall be requested in writing and must have the approval of the Department Head or designee prior to implementation.
- G. Conflicting requests for schedules shall be resolved by the Department Head or designee, and this decision shall be final.
- H. In the event coverage within an area office becomes temporarily reduced as a result of program changes, scheduling revisions, absenteeism, or reductions in staffing, the department may adjust Social Worker and Eligibility Worker schedules and/or duties to assure that the necessary functions of the department are performed.
- I. It is understood that an individual employee's schedule may be changed due to the needs of the department.
- J. In the event this staggered scheduling provision is found by the department to be inconsistent with the needs of the department, the department shall so advise representatives of Local 535 and the County and the Union shall meet and confer in an attempt to resolve the inconsistency.

## **SECTION 6 - DAYS AND HOURS OF WORK**

**Effective on March 1, 2010.**

### **6.1 Definitions**

**A. Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

**B. Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.

**C. Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.

**D. 4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.

**E. 9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.

**F. Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules:** For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

**G. Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours).

**H. Workweek for Twenty Four Hour (24) Facility Employees:** For employees who work in a twenty-four (24) hour facility in the **Health Services Department** and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

**6.2 Staggered Work Schedule.** The Department of Employment and Human Services shall continue to operate a staggered work schedule plan. Office hours shall remain open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday. Permanent full-time employees shall have the option to select, subject to prior approval of the department, an eight (8) hour day, forty (40) hour workweek schedule consisting of work hours which may be other than the normal 8:00 a.m. to 5:00 p.m. or 4:30 p.m. work schedule. The following shall serve as the basic criteria for the staggered shift:

- A. All employees must be present at their office or otherwise engaged in the duties of their position during the core hours of 10:00 a.m. and 3:30 p.m.
- B. Work schedules must remain within the hours of 7:00 a.m. and 7:00 p.m.
- C. The selected staggered work schedule shall consist of the same hours of work each day except for when a schedule including one varying eight (8) hour workday is necessary to provide "officer of the day" coverage or for other specific circumstances in which the department determines that such a varying schedule is appropriate. The decision of the Department Head or designee shall be final.
- D. Lunch periods of one (1) or one half (1/2) hour shall be scheduled. In the event that the employee desires to change the scheduled lunch hour from one (1) hour to one half (1/2) hour, or from one half (1/2) hour to one (1) hour, that change must be approved in advance by the Department Head or designee. Lunch periods shall be taken within one (1) hour of the midpoint of the employee's scheduled workday.
- E. Each work unit designated by placement under a single line supervisor shall have at least one line worker in the office during the

hours of 8:00 a.m. to 5:00 p.m. Each such unit shall also have at least one additional line worker in the office or otherwise engaged in the duties of their positions during the hours of 8:00 a.m. and 4:30 p.m. There are two situations in which exceptions may be made to these minimum coverage provisions. Units which are placed under a single supervisor but which are split between two or more buildings may be clustered with another unit of a like program function in the immediate work areas of the same building for the purpose of maintaining minimum coverage during the time period between 4:30 p.m. and 5:00 p.m. A unit of three or fewer workers may be clustered with another unit of a like program function in the immediate work area for the purpose of maintaining minimum coverage, provided that the total number of workers in the units so clustered shall not exceed eight (8).

- F. Each employee's proposed staggered schedule must be submitted in writing and approved by the Department Head or designee prior to implementation.
- G. Changes in staggered schedules shall be requested in writing and must have the approval of the Department Head or designee prior to implementation.
- H. Conflicting requests for schedules shall be resolved by the Department Head whose decision shall be final.
- I. In the event coverage within a location becomes temporarily reduced as a result of scheduling revisions or absenteeism, employees will be expected to assure that the necessary functions are performed, particularly the answering of telephones.
- J. It is understood that an individual employee's schedule may be changed due to the needs of the department.
- K. In the event this staggered scheduling provision is found by the department to be inconsistent with the needs of the department, the department shall so advise representatives of Local 1021 and the County and the Union shall meet and confer in an attempt to resolve the inconsistency.

The Public Health Division of the Health Services Agency shall institute, within clinic and caseload requirements, a staggered hours work schedule plan in which permanent full-time Social Workers and Eligibility Workers shall have the option to request, subject to prior approval of the Department Head or designee, an eight (8) hour day, forty (40) hour workweek schedule consisting of work hours which may be other than the normal 8:00 a.m. to 5:00 p.m., Monday through Friday. The following shall serve as the basic criteria for departmental approval:

- A. All employees must be present at their office or otherwise engaged in the duties of their position during the core hours of 9:00 a.m. to 4:00 p.m.
- B. Work schedules must remain within the hours of 7:30 a.m. and 5:30 p.m. except for specific assignments which may require work beyond those hours.
- C. The selected staggered work schedule shall consist of the same eight (8) hour workdays as is necessary to provide coverage during the hours of 8:00 a.m. to 5:00 p.m. The decision of the Department Head or designee shall be final.



- D. Lunch periods of one (1) or one-half (1/2) hour shall be scheduled subject to the approval of the Department Head or designee. In the event that the Social Worker or Eligibility Worker desires to change the scheduled lunch hour from one (1) hour to one-half (1/2) hour, or from one half (1/2) hour to one (1) hour, that change must be approved in advance by the Department Head or designee.
- E. Each proposed staggered schedule must be submitted in writing and approved by the Department Head or designee prior to implementation.
- F. Changes in staggered schedules shall be requested in writing and must have the approval of the Department Head or designee prior to implementation.
- G. Conflicting requests for schedules shall be resolved by the Department Head or designee, and this decision shall be final.
- H. In the event coverage within an area office becomes temporarily reduced as a result of program changes, scheduling revisions, absenteeism, or reductions in staffing, the department may adjust Social Worker and Eligibility Worker schedules and/or duties to assure that the necessary functions of the department are performed.
- I. It is understood that an individual employee's schedule may be changed due to the needs of the department.
- J. In the event this staggered scheduling provision is found by the department to be inconsistent with the needs of the department, the department shall so advise representatives of Local 1021 and the County and the Union shall meet and confer in an attempt to resolve the inconsistency.

## **SECTION 7 – OVERTIME AND COMPENSATORY TIME**

**Effective October 1, 2008 – February 28, 2010.**

**7.1 Overtime.** Overtime is any authorized work performed in excess of forty (40) hours per week or eight (8) hours per day. All overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

Overtime for permanent employees is compensated in increments of one-tenth hour (six (6) minutes) by either pay or compensatory time off.

Employees entitled to overtime credit for holidays in positions which work around the clock (such as the County Hospital, Jails, Juvenile Hall and Boys' Ranch) shall be provided a choice as to whether they shall be paid at the overtime rate or shall receive compensatory time off at the rate of one and one-half (1-1/2) hours compensatory time off for each hour 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 specific provisions of this accumulation are set forth in Section 12.4 – Holidays Falling on Saturday or Sunday of this MOU. Regular overtime for twenty-four (24) hour institutional employees may be accrued as compensatory time in accordance with Section 7.2 of this MOU.

## **7.2 Compensatory Time.**

- A. Employees receiving overtime pay who wish to accrue compensatory time off in lieu of overtime pay shall notify the department on the approved form indicating their desire to accrue compensatory time off at least seven (7) calendar days prior to July 1 of each year.

Employees accruing compensatory time off and who wish to continue to accrue compensatory time off in a subsequent fiscal year are not required to notify the department.

An employee wishing to change the method of overtime compensation (overtime pay to compensatory time off or compensatory time off to overtime pay) during the fiscal year may do so by notifying the department on the approved form with thirty (30) days notice of such change. Only one such change shall be allowed per fiscal year.

- B. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the department. At time of appointment, newly appointed employees may elect to accrue compensatory time off in lieu of overtime pay by notifying the department on the approved form.
- C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.

A permanent part-time employee shall accrue compensatory time off at the rate of one (1) hour for each hour worked in excess of the employee's regular workweek for those hours which are not authorized overtime.

- D. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e. eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours worked will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- E. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in D. above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his designee and the employee. Compensatory time off shall not be taken when the employee would be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his designee.
- G. When an employee promotes, demotes or transfers from the classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
- H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as provided in I. below.

- I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, accrued compensatory time balances shall be paid off at the straight time rate (two-thirds (2/3) the overtime rate) for the employee's current salary whenever:
  - 1. the employee changes status and is no longer eligible for compensatory time off;
  - 2. the employee promotes, demotes or transfers to another department;
  - 3. the employee separates from County service;
  - 4. the employee retires;
  - 5. the employee is granted a leave of absence.
- J. Compensatory time off shall be accrued and taken in increments of one-tenth (1/10) hour (six (6) minutes).
- K. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this section.

**7.3 Part-Time Differential.** If an employee in the Department of Employment and Human Services, assigned to a permanent part-time position, is requested to work on his/her scheduled day off after the scheduled office hours, such employee shall receive, in addition to their regular base rate of pay, a differential of one-half (½) their regular base rate of pay.

## **SECTION 7 – OVERTIME AND COMPENSATORY TIME**

**Effective on March 1, 2010.**

**7.1 Overtime.** Overtime is any authorized work performed in excess of forty (40) hours per week or eight (8) hours per day. All overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

Overtime for permanent employees is compensated in increments of one-tenth hour (six (6) minutes) by either pay or compensatory time off.

### **7.2 Compensatory Time.**

- A. Employees receiving overtime pay who wish to accrue compensatory time off in lieu of overtime pay shall notify the department on the approved form indicating their desire to accrue compensatory time off at least seven (7) calendar days prior to July 1 of each year.

Employees accruing compensatory time off and who wish to continue to accrue compensatory time off in a subsequent fiscal year are not required to notify the department.

An employee wishing to change the method of overtime compensation (overtime pay to compensatory time off or compensatory time off to overtime pay) during the fiscal year may do so by notifying the department on the approved form with thirty (30) days notice of such change. Only one such change shall be allowed per fiscal year.

- B. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the department. At time of

appointment, newly appointed employees may elect to accrue compensatory time off in lieu of overtime pay by notifying the department on the approved form.

- C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.

A permanent part-time employee shall accrue compensatory time off at the rate of one (1) hour for each hour worked in excess of the employee's regular workweek for those hours which are not authorized overtime.

- D. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e. eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours worked will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- E. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in D. above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his designee and the employee. Compensatory time off shall not be taken when the employee would be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his designee.
- G. When an employee promotes, demotes or transfers from the classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
- H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as provided in I. below.
- I. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, accrued compensatory time balances shall be paid off at the straight time rate (two-thirds (2/3) the overtime rate) for the employee's current salary whenever:
1. the employee changes status and is no longer eligible for compensatory time off;
  2. the employee promotes, demotes or transfers to another department;
  3. the employee separates from County service;
  4. the employee retires;
  5. the employee is granted a leave of absence.
- J. Compensatory time off shall be accrued and taken in increments of one-tenth (1/10) hour (six (6) minutes).

- K. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this section.

**7.3 Part-Time Differential.** If an employee in the Department of Employment and Human Services, assigned to a permanent part-time position, is requested to work on his/her scheduled day off after the scheduled office hours, such employee shall receive, in addition to their regular base rate of pay, a differential of one-half (½) their regular base rate of pay

**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 superior can reach him on ten (10) minutes notice or less. An employee assigned to on-call time shall be paid one (1) hour of straight time credit for each four (4) hours on such on-call time.

Those positions which are on-call shall be designated by the appointing authority whose decision is final. Assignment to an on-call position shall be in accordance with Section 38.

**SECTION 10 – SHIFT DIFFERENTIAL**

In the hours which qualify for shift differential, employees shall receive five percent (5%) above their base salary rate.

To qualify for shift differential, an employee must have a regularly assigned daily work schedule which requires:

- a. Completion of more than one and one-half (1-1/2) hours over the normal actual working time; or
- b. At least four (4) hours of actual working time from 5:00 p.m. through 9:00 a.m. inclusive.

However, employees who have been regularly working a shift qualifying for shift differential immediately preceding the commencement of a vacation, paid sick leave period, paid disability or other paid leave, will have shift differential included in computing the pay for their leave. The paid leave of an employee who is on a rotating shift schedule shall include the shift differential that would have been received had the employee worked the shift for which the employee was scheduled during such period.

Shift differential shall only be paid during paid sick leave and paid disability as provided above for the first thirty (30) calendar days of each absence.

**SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

**11.1 Workforce Reduction.** In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the union and take the following actions:

- a. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- b. Advise employees in those classifications that position reductions may occur in their classifications.
- c. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- d. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.
- e. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- f. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:
  1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
  2. Determine if there are other positions to which employees may be transferred.
  3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
  4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- g. When it appears to the Department Head and/or Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Manager shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

**11.2 Separation Through Layoff.**

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).

- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies permanent intermittent or permanent part-time position, the least senior employee being displaced first.
  2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.
- D. Particular Rules on Displacing.
1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
  2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class as provided in Section 11.2.C.1 or, 2) in a class of the same or lower salary level as provided in Section 11.2.C.2 if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.
  3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Human Resources Director or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.
- E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class.

Service for layoff and displacement purposes includes only the employee's

last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility.

Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.
- J. Removal of Names from Layoff Lists. The Human Resources Director may remove the name of any eligible from a layoff list for any reason listed below:
  - 1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
  - 2. On evidence that the eligible cannot be located by postal authorities.



3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.  
A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.
5. If the eligible fails to respond to the Human Resources Director or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.

- K. Removal of Names from Reemployment and Layoff Certifications. The Human Resources Director may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

**11.3 Notice.** The County will give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

**11.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

Employees in the TET employment pool shall be guaranteed a job interview for any vacant funded position for which they meet minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

**11.5 Reassignment of Laid Off Employees.** Employees who displaced within the same classification from full-time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing

in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

11.6 **Special Layoff Provisions.**

- A. Prior to the layoff of permanent full time employee(s) in any classification of a department, the department will release the same number of temporary employees in that classification and department as the number of permanent employees identified for layoff.
- B. Effective January 1, 2010, employees may transfer, in lieu of layoff and without exhausting their displacement rights within their original department, to a position in another department, in the same classification (job code), only if the position in the other department is vacant, funded, already been granted a waiver from a hiring freeze, if any, and a personnel request pursuant to Part 7 of the Personnel Management Regulations to fill that position has been submitted to the Human Resources Department.
- C. Effective January 1, 2010, employees who are laid off and who meet the criteria set forth in subsections 1 through 4, below, may utilize 75% of their seniority to displace the employee having less seniority in the same class in a different department, the least senior employee being displaced first, and so on.

- 1. The laid off employee must hold a position in one of the following classifications:

	<b><u>Job Code</u></b>
Cook	1KWA
Lead Cook	1KTA
Custodian	GK7A, GKWB
Clerk Specialist	JWXD
Clerk Senior	JWXC
Clerk Experienced	JWXB
Clerk Beginning	JWXA, JWXE
Driver Clerk	9QWA
Eligibility Work Specialist	XHTB

- 2. The laid off employee must first exhaust all displacement rights in the employee's department.
    - 3. The laid off employee must have at least four (4) years of seniority in his/her current classification.
    - 4. The laid off employee must meet any additional requirements of the position in the new department, e.g. pass a background investigation or possess a license or certification.
- D. The displacement process set forth in Section 11.6 C. will be implemented in accordance with Section 11.2 C. and D.
- E. A reduction in hours does not constitute a layoff for purposes of subsection C. of Section 11.6.
- F. In the event of ties in seniority rights, such ties will be broken by length of

last continuous permanent County employment. If there remain ties in seniority, such ties will be broken by random selection among the employees involved.

- G. Each employee who exercises his/her rights set forth in subsections B. and C. of Section 11.6 must serve a 90-day probationary period in the new department. Any employee who fails to successfully complete this probationary period will be placed on the layoff list for their original displacement class.

The provisions of Section 11.6 expire on June 29, 2013.

## **SECTION 12 HOLIDAYS**

Effective October 1, 2008 – February 28, 2010

### **12.1 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. Martin Luther King, Jr. Day  
Third Monday in February, known as Presidents' Day  
The last Monday in May, known as Memorial Day  
July 4th, known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veterans' Day  
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.

- B. Each full-time employee shall accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (six (6) minutes), and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible.
- C. Permanent part-time employees shall receive personal holiday credit in the same ratio to the personal 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.
- D. Employees shall accrue their personal holiday credit during months they are in pay status provided however that no employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any unused personal credits at the employee's then current pay rate.
- E. Employees in positions which work around the clock shall continue to celebrate Admission Day, Columbus Day, and Lincoln's Day.

### **12.2 Application of Holiday Credit.** The following provisions indicate how holiday credit is to be applied:

- A. Employees on the five (5) 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 credit for any holiday, whether worked or not, observed by employees on the regular schedule.
- C. For all employees, if a workday falls on a scheduled holiday they shall receive overtime pay or equivalent compensatory time credit (holiday credit) for working the holiday; or if a holiday falls on the day off of an employee, the employee shall be given straight time pay or equivalent compensatory time credit.

**12.3 Holidays Falling on Saturday or Sunday.** If any holiday listed in Section 12.1.A above falls on a Saturday, it shall be observed on the preceding Friday. If any holiday listed in Section 12.1.A falls on a Sunday, it shall be observed on the following Monday.

**12.4 Accrual of Holiday Time and Credit.** Employees entitled to holiday credit shall be permitted to elect between pay or compensatory time off in recognition of holidays worked. The following procedures shall apply to this selection:

- A. Any person who is eligible and who elects to accrue holiday credit must agree to do so for a full fiscal year (July 1 through June 30), or the remainder thereof.
- B. Employees starting work after a list of those electing to accrue holiday credit has been submitted to the Auditor and approved, will be paid overtime unless they specifically request in writing within seven (7) calendar days to be placed on the holiday credit accrual list.
- C. Holiday time shall be accrued at the rate specified above to a maximum of eight (8) hours worked by the employee.
- D. Accrued holiday credit may not be accumulated in excess of two hundred eighty-eight (288) working hours, exclusive of regular vacation accruals. After two hundred eighty-eight (288) hours, holiday time shall be paid at the rates specified above.
- E. Accrued holiday credit may be taken off at times determined by mutual agreement of the employee and the Department Head.
- F. Accrued holiday credit 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.

## **SECTION 12 HOLIDAYS**

**Effective on March 1, 2010.**

**12.1 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. Martin Luther King, Jr. Day  
Third Monday in February, known as Presidents' Day  
The last Monday in May, known as Memorial Day  
July 4th, known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veterans' Day  
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.

- B. Effective January 1, 2012, each full-time employee will accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (six (6) minutes), and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible.
- C. Permanent part-time employees will receive personal holiday credit in the same ratio to the personal 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.
- D. Employees will accrue their personal holiday credit during months they are in pay status provided however that no employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal credits at the employee's then current pay rate.
- E. Effective January 1, 2012, employees who work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1A, observe Admission day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

## **12.2- Holiday is Not Worked**

- A. **Holidays Observed – Full time Employees:** Full time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday (eight (8) hours off), without a reduction in pay, whenever a holiday is observed by the County. 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. **Holiday Observed in Excess of Eight (8) hours:** When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use on one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
- C. **Holidays Observed – Part time Employees:** Part time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday in the same ratio as the number of hours the part time employee's weekly schedule bears to forty (40) hours, without a reduction

in pay, whenever a holiday is observed by the County.

- D. Holiday on Regular Day Off of Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules:** When a holiday is observed by the County on the regularly scheduled day off of a full-time employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours flexible compensatory time or pay at the rate of 1.0 times his/her base rate of pay in recognition of his/her regularly scheduled day off.

Those employees covered by this subsection who before March 1, 2010, moved a holiday that fell on a scheduled day off to the work day preceding or following the holiday, will be given priority for request for time off on the day they would have observed the holiday over other requests for time off. This priority treatment does not apply to scheduled and approved vacation requests already granted to other employees. Further, the County retains the right to determine the maximum number of employees who may take time off work at the same time.

**12.3 – Holiday is WORKED and Holiday Falls on Regularly Scheduled Work Day of Full Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules:**

- A. Holiday Worked by Full Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules (holiday falls on employee's regularly scheduled work day):** When a full time employee works on a holiday that falls on the employee's regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, for all hours worked up to a maximum of eight (8) hours. The employee is also entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday beyond eight hours, but only if the employee was required to work on the holiday due to an emergency, except as provided in Section 7.1 above. This provision applies to the regular, 4/10, 9/80, flexible, and alternate work schedules.

**12.4 – Holiday is Worked and Holiday Falls on Regularly Scheduled Day Off of Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules:**

- A. Holiday Worked by Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules (holiday falls on employee's regularly scheduled day off):** When a full time employee works on a holiday that falls on the employee's regularly 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) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision applies to employees on 4/10, 9/80, flexible, and alternate work schedules.
- B.** See Section 12.3 A. when an employee on a **regular** work schedule works on a holiday.

**Section 12.5 - Holiday and Compensatory Time Provisions**

- A. **Maximum Accruals of Holiday Comp Time:** Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- B. **Pay Off of Holiday Comp Time:** Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, or promotion into a position that is not eligible for holiday compensatory time.
- C. **Maximum Accruals of Flexible Compensatory Time:** Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- D. **Pay Off of Flexible Comp Time:** Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer assignment, or promotion into a position that is not eligible for flexible compensatory time.

**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:** The Union will continue to meet and confer with the County regarding implementation of an Automated Time Keeping system for all County employees.

## **SECTION 13 – VACATION LEAVE**

**13.1 Vacation Allowance.** Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.6 – Compensation for Portion of Month of this MOU.

Vacation may be taken in increments of one-tenth hour (six (6) minutes).

Vacation credits may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

**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.

13.2 **Vacation Accrual Rates.**

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 15 years	10	240
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a pro rata basis as provided in Section 36-1.006 of Board Resolution No. 81/1165.

**A. Vacation Accrual Increases for Employees Hired on and before June 30, 2009:**

**Employees with a first of the month Service Award Date:** Each employee with a Service Award Date that is on the first day of a month is eligible to accrue increased vacation hours on his/her Service Award Date.

***Example:***

1. The employee's Service Award Date is January 1, 1988.
2. The employee reaches 20 years of service on January 1, 2008.
3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

**Employees NOT with a first of the month Service Award Date:** Each employee whose Service Award Date is NOT on the first day of a month is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

***Example Two:***

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

**B. Vacation Accrual Increases for Employees Hired on and after July 1, 2009:**



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Each employee hired on and after July 1, 2009 is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

***Example One:***

1. The employee's Service Award Date is January 1, 1988.
2. The employee reached 20 years of service on January 1, 2008.
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008, pay warrant.

***Example Two:***

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.

**C. Service Award Date Defined:** An employee's Service Award Date is the first day of a his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

**13.3 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

**13.4 Vacation Allowance for Separated Employees.** On separation from County service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

**13.5 Vacation Preference.** Preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible.

## **SECTION 14 – SICK LEAVE**

**14.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

**14.2 Credits to and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hour's credit for each completed month of service, as prescribed by County Salary Regulations and memoranda of understanding.

Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (six (6) minutes) increments.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of lay off eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement time on the basis on one day of retirement service credit for each day of accumulated sick leave credit.

**14.3 Policies Governing the Use of Paid Sick Leave.** As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

"Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, or stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

"Employee" means any person employed by Contra Costa County in an allocated position in the County service.

"Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and memoranda of understanding.

"Condition/Reason" With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:

1. An application for retirement due to disability has been filed with the Retirement Board.

2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  3. Except as set forth in Section 14.3 H Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- E. Medical and Dental Appointments. An employee may use paid sick leave credits:
1. For working time used in keeping medical and dental appointments for the employee's own care; and
  2. for working time used by an employee for prescheduled medical and dental appointments for an immediate family member.

- F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate, may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- H. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
- I. Accumulated paid sick leave credits may not be used in the following situations:
  - 1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  - 2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**14.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the Department Head. The following procedures apply:

A. Employee Responsibilities.

- 1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
- 2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
- 3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
- 4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action. Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The Department Head or designee may make reasonable inquiries about

employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.a.
2. Obtaining the employee's signature on the Absence/Overtime Record or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department Heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Director of Human Resources or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

#### **14.5 Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employee's paid time, a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist

- recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
  - D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he 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) workdays from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
  - F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
  - G. The employee to whom the notice has been delivered or mailed shall have seven (7) workdays to respond to the appointing authority either orally or in writing before the proposed action may be taken.
  - H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.
  - I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Director of Human Resources to the Merit Board. Alternatively, the employee may file a

written election with the Director of Human Resources waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.

- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
  - 1. the physical or mental health condition cited by the appointing authority does not exist, or
  - 2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Director of Human Resources to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

Scope of the Arbitrator's Review.

- 1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
  - 2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
  - 3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
  - 4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.
- M. It is understood that the benefits specified in Sections 14 and 15 shall be coordinated with the rehabilitation program as determined by the labor-management committee.

**14.6 Workers' Compensation.** A permanent non-safety employee shall continue to receive the appropriate percent regular monthly salary, for all accepted claims filed before January 1, 2000, during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 87% to 86%. For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for

employees entitled to Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%). This provision excludes those safety employees entitled to benefits as defined under the Workers' Compensation Laws of California, Labor Code Section 4850. If Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

- A. Employees who leave work as a result of an on-the-job injury will have the balance of that day charged to continuing pay. This will be considered as the last day worked for purposes of determining Workers' Compensation benefits. A permanent employee shall receive the authorized percentage of regular salary during any period of compensable temporary disability absence. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes permanent, the salary provided in this Section shall terminate. The employee shall return to the County all temporary disability payments received by him/her from any County funded wage replacement program. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which salary payments are made.

The maximum period for the described salary continuation for any one injury or illness shall be one year from the date of temporary disability.

- B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is an absence due to work-connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.

When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received. Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

- C. Full Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one (1) year, the authorized salary will continue by integrating sick leave and/or vacation accruals with Workers'



Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

- D. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive his/her applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.
- E. 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.
- F. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:
  - C = 8 [1 - (W ÷ S)]
  - C = Sick leave or vacation charge per day (in hours)
  - W = Statutory Workers' Compensation for a month
  - S = Monthly salary

**14.7 Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any sick leave credits during the time of such leave, nor shall an employee who is absent without pay accrue sick leave credits during the absence.

**14.8 State Disability Insurance (SDI).** Effective July 1, 1994, the County will begin a six-month pilot program for employees eligible for State Disability benefits. At the end of the six (6) month pilot program, the County will meet and confer to evaluate whether the plan will be continued. Employees eligible for SDI benefits will be required to make application for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

**14.9 General Provisions.** The California SDI program provides disability benefits beginning on the eighth (8) calendar day of a qualifying disability unless the employee is hospitalized. Upon hospitalization, benefits can be payable from the first day of the disability. If the disability exceeds fourteen (14) calendar days, benefits can be payable from the first day of the disability. The maximum period of state disability payments is up to one (1) year. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California.

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of hospitalization in a timely manner in order for the department to make appropriate integration adjustments.

State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary,

accruals other than sick leave may be used. These accruals may be used only to the extent that total payments do not exceed the employee's base monthly salary.

**14.10 Procedures.** Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the department shall automatically use 0.1 hour of sick leave per month for the duration of their SDI benefit.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates. An employee may use any other accruals without reference to or integration with the SDI benefit.

When the SDI benefit is exhausted, sick leave integration terminates. Then the employee may use sick leave or other accruals.

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

Employees whose SDI claims are denied must present a copy of their claim denial to their department. The department will then authorize use of unused sick leave and shall authorize the use of other accruals as appropriate.

Employees may contact the Human Resources Department, Benefits Division, for assistance in resolving problems.

**14.11 Method of Integration.** Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.

The amount of sick leave charged each employee will be calculated in the following manner:

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration.

The formula for full-time employees' sick leave integration charges is shown below:

- L =  $[(S-D) \div S] \times 8$
- S = Employee Base Monthly Salary
- H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]
- W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table
- C = Calendar Days in each Month
- D = Estimated Monthly SDI Benefit [D = (W ÷ 7) x C]
- L = Sick Leave Charged per Day

Permanent part-time, permanent-intermittent employees and those full-time employees working a light/limited duty reduced schedule program shall have their sick leave integration adjusted accordingly.

**14.12 Definition.** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

**14.13 Conversion to the New SDI Program.** For all employees receiving SDI benefits prior to July 1, 1994, conversion to the new SDI program operated by departmental payroll staff will be coordinated by the Human Resources Department, Benefits Division.

All employee SDI benefit checks received in the Human Resources Department and signed over to the County by June 30, 1994, will be deposited and used to buy back the employee's sick leave, with sick leave credits appearing on the July 10th pay warrants insofar as possible.

All Employee SDI benefit checks received, but not signed over to the County, by June 30, 1994, will be returned to the employee. All employee SDI benefit checks received after June 30, 1994, will be returned to the employee. In both these situations, no sick leave buy back will be made, regardless of the calendar period to which the benefit checks pertain. Program transfer to departmental payroll staff will be effective July 1, 1994 for the month of July with the first computation of SDI benefits and integration with sick leave under the new program made on the August 10, 1994 pay warrants covering the July 1994 payroll period.

**14.14 Disability Insurance Review Committee.** The County shall establish a Disability Insurance Review Committee consisting of one (1) representative from each employee organization and four (4) management representatives to review and recommend to the Director of Human Resources the feasibility of implementing a self-funded and self-administered disability insurance program.

**14.15 Employee Annual Health Examination.** Employees of the County who work in a Health Services Department facility will annually be required to complete a Health Questionnaire and take a Tuberculosis Skin Test. A chest x-ray will be required if the employee has previously had a positive reaction to a tuberculosis skin test. However, employees will not be required to take x-ray exams in excess of what is required by applicable Federal and State laws.

Employees will also be requested to be screened for Rubella immunity. If the result of the Rubella test is negative, the appointing authority or designee will recommend that the employee become immunized. If the employee has direct patient contact and refuses to become immunized, said employee will be relocated to an indirect patient contact area.

## **SECTION 15 – CATASTROPHIC LEAVE BANK**

**15.1 Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

## **15.2 Operation.**

- A. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requestor basis.
- B. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.
- C. To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.
- D. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours per donations from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
- E. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.
- F. Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.
- G. No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.
- H. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the

Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

- I. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

## **SECTION 16 – LEAVE OF ABSENCE**

**16.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

**16.2 General Administration – Leaves of Absence.** Requests for leave of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
  1. Illness, disability, or serious health condition;
  2. pregnancy or pregnancy disability;
  3. family care;
  4. to take a course of study such as will increase the employee's usefulness on return to the position;
  5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date an employee uses his/her FMLA leave in accordance with Section 16.5 below.
- E. 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 return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.

- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority granting or denying a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

**16.3 Furlough Days Without Pay.** The existing VTO program shall be continued for the life of the contract.

**16.4 Military Leave.** Any employee who has permanent status and who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof, shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence, 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.

**16.5 Family Care Leave or Medical Leave.** Upon request to the appointing authority, in a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks (less if so requested by the employee) leave for:

- a. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- b. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

**16.6 Certification.** The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

**16.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate

available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 16.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

**16.8 Aggregate Use for Spouses.** In the situation where husband and wife are both employed by the County, the family care of medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

**16.9 Definitions.** For medical and family care leaves of absence under this section, the following definitions apply:

- A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in California Civil Code Section 4100.
- D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
  - 1. the date, if known, on which the serious health condition commenced;
  - 2. the probable duration of the condition;
  - 3. an estimate of the amount of time which the employee needs to render care or supervision;
  - 4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
  - 5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.

- G. Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. a statement that the employee is unable to perform the functions of the employee's job;
  4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.
- H. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

**16.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.d - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

**16.11 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 16.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 16.5 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 16.12. 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.

**16.12 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration Section 14.8 – State Disability Insurance, or as provided in the sections below.
- B. Family Care or Medical Leave (FMLA). During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be required to use at least 0.1 hour of sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation floating holiday, compensatory time off



or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.

- C. Leave of Absence/Long-Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

**16.13 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Seniority, Workforce Reduction, Layoff, and Reassignment shall apply.

**16.14 Leave of Absence Return.** In the Department of Employment and Human Services an employee shall have the right to return to the same class, building, and assignment (position control number) if the return to work is within eighty-nine (89) consecutive days from the initial date the employee started leave of absence. At such time the leave of absence is approved by the Appointing Authority, the Department of Employment and Human Services shall notify the employee of the final date by which they shall return to be assigned to the same position control number.

**16.15 Reinstatement From Family Care Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) workdays of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full-time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

**16.16 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

**16.17 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.

**16.18 Non-Exclusivity.** Other MOU language on this subject, not in conflict, shall remain in effect.

**16.19 Time Off to Vote.** Employees represented by the Union who do not have sufficient time outside of working hours to vote at a statewide election, may, without loss of pay, take off enough working time which will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift.

Any employee seeking time off to vote under the provisions of this Section, must submit a written request, at least two (2) working days in advance, to his or her immediate supervisor, stating the following: name; job classification; department; a statement "I am a registered voter"; geographic location and address of the employee's polling place; amount of time off requested and whether it is to be at the beginning or end of the employee's regular workday; and a clear statement as to why the employee is unable to vote during the regular hours that the polls are open.

## **SECTION 17 – JURY DUTY AND WITNESS DUTY**

**17.1 Jury Duty.** For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

If summoned for jury duty in a Superior, or Federal Court, or a 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 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.

**17.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them (other than mileage allowances) or they make take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in Section 17.1 of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent-intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

**SECTION 18 - HEALTH, LIFE & DENTAL CARE**

**18.1 Health Plan Coverages.** The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

- a. Contra Costa Health Plans (CCHP)
- b. Kaiser Permanente Health Plan
- c. Health Net
- d. Delta Dental
- e. DeltaCare (PMI)

Employee Co-pays for these plans are shown on Attachment J.

**18.2 Monthly Premium Subsidy:**

- A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:
  - 1. Contra Costa Health Plans (CCHP), Plan A
    - Single: \$ 509.92
    - Family: \$1,214.90
  - 2. Contra Costa Health Plans (CCHP), Plan B
    - Single: \$528.50
    - Family: \$1,255.79

3. Kaiser Permanente Health Plan  
Single: \$478.91  
Family: \$1,115.84
4. Health Net HMO  
Single: \$627.79  
Family: \$1,540.02
5. Health Net PPO  
Single: \$604.60  
Family: \$1,436.25
6. Delta Dental with CCHP A or B  
Single: \$41.17  
Family: \$93.00
7. Delta Dental with Kaiser or Health Net  
Single: \$34.02  
Family: \$76.77
8. Delta Dental without a Health Plan  
Single: \$43.35  
Family: \$97.81
9. DeltaCare (PMI) with CCHP A or B  
Single: \$25.41  
Family: \$54.91
10. DeltaCare (PMI) with Kaiser or Health Net  
Single: \$21.31  
Family: \$46.05
11. DeltaCare (PMI) without a Health Plan  
Single: \$27.31  
Family: \$59.03

B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.

C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

### **18.3 Retirement Coverage:**

- A. Upon Retirement:
  1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage

during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 18.2 for eligible retirees and their eligible family members.

2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
  3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.
- B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
  2. Life insurance coverage is not included.
  3. To continue health and dental coverage, the employee must:
    - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
    - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
    - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
    - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
  4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A, above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
  6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
  7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer.
- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections A and B, above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 18.3 subparts A, B, and C and upon retirement and for the term of this Agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 18.3 only, "eligible family members" does not include Survivors of employees or retirees.

**18.4 Health Plan Coverages and Provisions:** The following provisions are applicable regarding County Health and Dental Plan participation:

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
- B. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

**18.5 Family Member Eligibility Criteria:** The following persons may be enrolled

as the eligible Family Members of a medical and/or dental plan Subscriber:

#### **A. Health Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's child to age 26
  - d. Employee's Disabled Child who is:
    - (1) over age 26,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

#### **B. Dental Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) Under age 19; or
    - (2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      - ii. Receives at least 50% of support from Employee; and,
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - d. Employee's Disabled Child who is:
    - (1) Over age 19,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

#### **18.6 Dual Coverage:**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.

- B. All dependents, as defined in Section 18.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this Section 18.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

**18.7 Life Insurance Benefit Under Health and Dental Plans:** For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

**18.8 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this Agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

**18.9 Health Care Spending Account.** After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee

**18.10 PERS Long-Term Care:** The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

**18.11 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside 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.

**18.12 Premium Conversion Plan:** The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

**18.13 Prevailing Section:** To the extent that any provision of this Section (Section 18 - Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other



agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 18 - Health, Life & Dental Care) will prevail.

**18.14 Rate Information.** The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

**18.15 Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

**18.16 Coverage During Absences**

Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

**SECTION 19.1 – RETIREMENT CONTRIBUTION**

**19.1 Contribution.** Effective on January 1, 2012, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions. Except as provided in section 19.3 (Safety Employees Retirement) subsection A, the County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

**19.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.**

- A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty years of age ("2% at 60"). 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 (36) 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 "Tier IV."

- B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.
- C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.
- D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to implement Tier IV. Draft language will be submitted to Coalition representatives and made the subject of the meet and confer process prior to introduction. The Union must support the legislation, in addition to the County.
- E. This Section does not apply to employees of the Contra Costa County Employees Retirement Association (CCCERA).

**19.3 Safety Employees Retirement Tier A Enhanced Retirement Benefits – Employees Hired or Re-hired Before January 1, 2013.**

- A. For County employees who are covered by this Agreement who are hired or re-hired by the County before January 1, 2013, and are safety members of CCCERA, the retirement formula shall be “3 percent at 50”. The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee’s final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefits is known as Tier A. Each employee in Tier A shall pay nine (9) percent of his or her retirement base to pay part of the employer’s contribution for the cost of the Tier A retirement benefit.
- B. **Tier D Retirement Benefit - Employees Hired or Re-Hired After December 31, 2012.**
  - 1. Retirement Benefit. For 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 (36) 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."
  - 2. The disability provisions for Tier D will be the same as the Tier A disability provisions.
  - 3. 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.
  - 4. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to implement Tier D. Draft language will be submitted to Coalition representatives and made the subject of the meet and confer process prior to introduction. The Union must support the legislation, in addition to the County.
  - 5. The above provisions under this Section 19.3 B. for Tier D does not apply

to the employees of the Contra Costa County Employees Retirement Association (CCERA).

## **SECTION 20 – PROBATIONARY PERIOD**

**20.1 Duration.** All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be from nine (9) months to two (2) years duration. For promotional appointments, the probation period shall be from six (6) months to two (2) years duration.

**20.2 Classes With Probation Periods Over Six/ Nine Months.** Listed below are those classes represented by the Union which have probation periods in excess of nine (9) months for original entrance appointments and six (6) months for promotional appointments:

None.

**20.3 Revised Probationary Period.** When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

**20.4 Criteria.** The probationary period shall commence from the date of appointment. It shall not include time served in provisional or temporary appointments or any period of continuous unpaid absence exceeding fifteen (15) calendar days, except as otherwise provided by law.

For those employees appointed to permanent-intermittent positions with a nine (9) months probation period, probation will be considered completed upon serving fifteen hundred (1,500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

**20.5 Rejection During Probation.** An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

- A. **Appeal from rejection.** Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political or religious affiliations or opinions, Union activities, or race, color, national origin, sex, age, disability, or sexual orientation.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to

the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.

- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

**20.6 Regular Appointment.** The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing, except as provided in Section 20.5.A.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

**20.7 Layoff During Probation.** An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation.

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

**20.8 Rejection During Probation of Layoff Employee.** An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

## **SECTION 21 – PROMOTION**

**21.1 Competitive Exam.** Promotion shall be by competitive examination unless

otherwise provided in this MOU.

**21.2 Promotion Policy.** The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

**21.3 Open Exam.** If an examination for one of the classes represented by the Union is proposed to be announced on an open only basis, the Director of Human Resources shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Union to discuss the reasons for such open announcement.

**21.4 Promotion via Reclassification Without Examination.** Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

- a. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- b. The incumbent of the position must have performed at the higher level for one (1) year.
- c. The incumbent must meet the minimum education and experience requirements for the higher class.
- d. The action must have approval of the Director of Human Resources.
- e. The Union approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

**21.5 Requirements for Promotional Standing.** In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

**21.6 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one-hundredths of one 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.

**21.7 Promotional Employment List-Rule of Five.** On each request for personnel from a promotional employment list for a class, five (5) names shall be certified. If more than one (1) position is to be filled in such class in a department at the same time and from the same request for personnel, the number of names to be certified from such promotional appointment list shall be equal to the number of positions to be filled plus four (4).

**21.8 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 22 – TRANSFER**

**22.1 Requirements.** 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;
- D. the employee concerned shall have indicated agreement to the change in writing;
- E. the Director of Human Resources shall have approved the change. Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

**22.2 Transfer Without Examination.** With the approval of the appropriate appointing authority/authorities and the consent of the employee, the Director of Human Resources may transfer an employee from one job classification to another job classification without examination under the following conditions:

- A. the duties and responsibilities of the position from which the employee is being transferred are within the occupational area or directly associated with the duties and responsibilities of the position to which the employee is being transferred.
- B. the employee must possess the minimum qualifications for the job classification to which the employee is being transferred.
- C. the employee must serve the probationary period required for the classification into which the employee is being transferred.
- D. an employee rejected during the probationary period or who resigns during the probationary period for other than disciplinary reasons shall have the right at that time to be restored to a position in the classification in the department from which the employee was transferred.

The Director of Human Resources, upon request, will provide written justification for invoking this section.

**22.3 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 or she considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, inform the appointing authority or

authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

## **SECTION 23 – RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

**23.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period, up to four (4) weeks, for a specific reason, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

**23.2 Constructive Resignation.** A constructive resignation occurs and is effective when:

- A. An employee has been absent from duty for five (5) consecutive working days without leave; and
- B. five (5) more consecutive working days have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.
- C. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

**23.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or on another date specified.

**23.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority, except that an oral resignation rescinded in writing by the end of the workday following the oral resignation will be accepted by the appointing authority.

### **23.5 Coerced Resignations.**

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy on the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been

believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 24 – Grievance Procedure of the MOU beginning with Step C.

- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

**24.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend or demote any employee for cause. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

- A. absence without leave,
- B. conviction of any criminal act involving moral turpitude,
- C. conduct tending to bring the merit system into disrepute,
- D. disorderly conduct,
- E. incompetence or inefficiency,
- F. insubordination,
- G. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises,
- H. neglect of duty, i.e. non-performance of assigned responsibilities
- I. negligent or willful damage to public property or waste of public supplies or equipment,
- J. violation of any lawful or reasonable regulation or order given by a supervisor or Department Head,
- K. willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations,
- L. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
- M. misappropriation of County funds or property,
- N. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU,
- O. dishonesty or theft,



- P. excessive or unexcused absenteeism and/or tardiness.
- Q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

**24.2 Skelly Requirements.** Notice of Proposed Action (Skelly Notice). Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

In addition to the Notice of Proposed Action, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

In addition to the Order and Notice, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Order and Notice. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Order and Notice to his/her union, as authorized.

**Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or any extension, the right to respond is lost.

**24.3 Leave Pending Employee Response.** Pending response to a Notice of Proposed Action within the first seven (7) days, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

**24.4 Length of Suspension.** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

**24.5 Procedure on Dismissal, Suspension or Disciplinary Demotion.**

- A. In any disciplinary action to dismiss, suspend, or demote an employee having permanent status in a position in the merit system, after having complied with the Provisions of Section 23.2, 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.

**24.6 Employee Representation Rights.** The County recognizes an employee's right to representation during an investigatory interview or meeting that may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present. For those interviews, which by nature of the incident must take place immediately, the union will take reasonable steps to make a union representative immediately available.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

**SECTION 25 – GRIEVANCE PROCEDURE**

**25.1 Definition and Procedural Steps.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any state of the process. Grievances must be filed within thirty (30) days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

- A. Step 1. Any employee or group of employees who believe that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) days of receipt of a written request to hold such meeting. If the issue is not resolved, the procedures hereinafter may be invoked. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.
- B. Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) workdays 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 the grievant to the grievant's detriment, and the redress the grievant 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) workdays in which to respond to the grievance in writing.

- C. Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the grievant may appeal in writing within ten (10) work days to the Director of Human Resources. The Director of Human Resources or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Director of Human Resources or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within twenty (20) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Director of Human Resources or designee will attempt to settle the grievance. In the event that the grievance is not settled, the Director of Human Resources or designee will provide written notice of that fact to the grievant, the union, and the Department within twenty (20) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

- D. Step 4. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed by the union within ten (10) workdays 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 to the Director of Human Resources or designee requesting referral to mediation (State Mediation and conciliation Service) or an Adjustment Board. The mediation option is only available with the concurrence of the Human Resources Director or designee. The mediation option terminates on June 30, 2013, and does not continue beyond the expiration date of this MOU without express written agreement of the parties to continue the practice. The Adjustment Board will be comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of the Union presenting this grievance, and three (3) representatives of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff of an organization employed to represent the County in the meeting and conferring process. The Adjustment Board will convene on the second (2<sup>nd</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the Adjustment Board will be placed on the agenda for the next regular meeting. Where the parties agree, the Adjustment Board may be comprised of two (2) Union representatives and two (2) County representatives. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

- E. Step 5. If the parties are unable to reach a settlement or if an Adjustment Board is unable to arrive at a majority decision, either the Union or the County, whichever is the moving party, may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the grievant and the Human Resources Director. Such request shall be submitted within twenty (20) work days of the rendering of the Adjustment Board decision or the completion of mediation. Within twenty

(20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the grievant and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

**25.2 Expedited Board of Adjustment.** If the County and the filing Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspension, demotion or, reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (**EBA**) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Director of Human Resources within ten (10) work days of the date of the Step 3 written response by the Director of Human Resources or his/her designee. By agreement of the Union and the Director of Human Resources or his/her designee, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

Expedited Board of Adjustment (EBA)

- a. The EBA will be composed of two (2) Coalition Union representatives from Local 1, AFSCME 2700, AFSCME 512, SEIU 1021 and/or Western Council of Engineers, no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Unions and the County will each appoint three (3) alternates who will serve as voting members of the Board if a member(s) is/are not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that Board member terms are staggered.
- b. The County and the Coalition Unions (hereafter "parties") will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The arbitrator will serve a one year term; however, the Arbitrator may be replaced at any time by agreement between the Coalition Unions and the County. The arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by majority vote of the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- d. The Union filing the grievance and the County will each pay one-half (1/2) of the arbitrator's fees and costs. If a majority of the EBA approves the

services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

#### Procedures

- a. The EBA will convene on the fourth (4<sup>th</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement.
- b. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
- c. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
- d. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may, upon request of the Union or the County, waive this provision.
- e. Upon the request of the Union filing the grievance or the County, a continuance of a grievance will be granted until the next session.
- f. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings, unless the attorney is also a union business agent or Human Resources staff.
- g. Meetings will be convened at a central location agreed to by the Unions and the County.
- h. Materials to be presented at the EBA will not be shared with the Board members in advance of convening the Board.

The Expedited Board of Adjustment continues as a trial program expanded to apply to all Coalition Unions. The parties will continually assess the effectiveness of the program during the term of the MOU. The Expedited Board of Adjustment Program will terminate on June 30, 2013, and does not continue beyond this expiration date without the express written agreement of the parties to continue the program.

#### **25.3 Scope of Adjustment Board, Arbitration Decisions, and Expedited Board of Adjustment.**

- A. Decisions of Adjustment Boards, arbitrators, and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Adjustment Board, arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and 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. No Adjustment Board, arbitrator, or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.

- D. If the Director of Human Resources in pursuance of the procedures outlined in Subsection 24.1.C above, or the Adjustment Board in pursuance of the provisions of Subsection 24.1.D 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 arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union or Association.

**25.4 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

**25.5 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the 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 two (2) years from the date upon which the complaint was filed.

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.

**25.6 No Strike.** During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, or refuse to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

#### **25.7 Merit Board.**

- A. All grievances of employees in representation units represented by the Union shall be processed under Section 24 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.

- B. No action under Paragraph C, D and E 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.

**25.8 Filing by Union.** The Union may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

**25.9 Union Notification.** An official with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union in the grievance shall give the Union a copy of the grievance.

## **SECTION 26 – BILINGUAL PROVISIONS**

**26.1 Salary Differential.** A salary differential of eighty dollars (\$80.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources, or in the Department of Employment and Human Services, to those who translate in accordance with the designated criteria of one (1) day per week or twenty percent (20%) of the time or whose caseloads are twenty-five percent (25%) or more non-English speaking. Said differential shall be prorated for employees working less than full time and/or who are on an unpaid leave of absence for a portion of any given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County.

Effective January 1, 2007, the current program differential shall be increased to a total of one hundred dollars (\$100.00) per month.

**26.2 Spanish Notices of Action.** The County shall implement Spanish Notices of Action.

**26.3 Non-English Speaking Caseloads.** For those employees with twenty-five (25%) or more non-English speaking caseloads, their caseload shall be reduced by ten percent (10%).

**26.4 Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010:** Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and,
3. The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and ,
4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to

receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the “Base Contribution Amount” or the “Monthly Base Contribution Amount for Maintaining Program Eligibility” required for the County’s Deferred Compensation Incentive in any other provision in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County’s contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

## **SECTION 27 – TRAINING REIMBURSEMENT**

The Department of Employment and Human Services shall establish an annually renewable training reimbursement fund in the amount of \$10,000 for the exclusive purpose of reimbursing employees covered by this agreement for the cost of tuition, fees, books, and other employee expenses incurred in the pursuit of work-related education, continuing education, or work related graduate degree. In the Department of Employment and Human Services, said fund shall replace the career development training reimbursement described in the County Administrative Bulletin on Training.

Career development training reimbursement for employees in the Health Services Department shall continue to be governed by the County Administrative Bulletin on Training which limits such reimbursement to seven hundred fifty dollars (\$750) per year. Registration and tuition fees for career development education may be reimbursed for up to fifty percent (50%) of the employee’s net cost. Books necessary for courses taken for career development education may be reimbursed for up to one hundred percent (100%) of the employee’s net cost.

Those employees entering the Social Casework Assistant classification by the substitution pattern in the minimum qualifications shall be entitled to direct benefit tuition reimbursement under the County training reimbursement policy. Such employees requesting a leave of absence or permanent part-time positions for the purpose of completing a bachelor’s degree shall be given priority consideration by the Department. Reimbursement under the above limits for the cost of books for career development shall be allowable.

## **SECTION 28 – MILEAGE**

Effective May 1, 1992, the mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.



**SECTION 29 – RESPIRE LEAVE WITHOUT PAY**

All employees represented by Local 1021 shall be granted ten (10) days respite leave without pay per fiscal year. Such leave shall be taken in increments of one (1) full day (eight (8) hours) and shall be requested in writing. Conflicting requests for respite leave shall be resolved by the Department Head or designee with preference given to employees according to their seniority in the department, as reasonably as possible. Any balance in the ten (10) days respite leave which remains at the end of the fiscal year shall not be carried over into the next fiscal year.

**SECTION 30 – MENTAL HEALTH SCREENING DIFFERENTIAL**

Employees represented by Social Services Union, Local 1021 who work in the Mental Health Screening Unit of County Medical Services shall receive a differential per hour worked at a premium of five percent (5%) of the hourly equivalent of the base rate; provided, however, that in the event the conditions in Mental Health Screening are improved so that hazardous conditions no longer exist, such differential will no longer be applicable.

**SECTION 31 – CONSERVATORSHIP DIFFERENTIAL**

The County agrees that any employee in a classification represented by Local 1021 who is assigned to a position, the work function of which is in the Conservatorship Program of the Department of Employment and Human Services, and the work assignment of which requires direct personal working contact on a regular daily basis with court-remanded clientele of the Conservatorship Program, as specified in Division 5, Part I, Chapter 3 of the Welfare and Institutions Code, shall receive a differential per hour worked at a premium of five percent (5%) of the hourly equivalent of the base rate while in pay status including paid vacation, paid sick leave, and paid holidays.

**SECTION 32 – NOTICE OF NEW EMPLOYEES**

The County agrees to periodically mail to Social Services Union, Local 1021 a list of names, classifications, and the designation of permanent employment category of new employees appointed to classifications represented by Local 1021. Said periodic list will be mailed within the first five (5) working days of every month.

**SECTION 33 – PERSONNEL ACTIONS****33.1 Personnel Files.**

- A. Inspection. Each employee, or an employee's representative so designated by written authorization of the employee, shall have the right to inspect and review the employee's personnel file upon request at reasonable times and for reasonable periods during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for their review. The custodian of records will certify that the copy is a true and correct copy of the original file.

- B. Documentation in the personnel file relating to the investigation of a possible criminal offense, medical records and information or letters of reference shall be specifically excluded from such inspection and review.
- C. Pre-employment reference material shall be removed from the personnel file after one (1) year of continuous employment with the County.
- D. Medical records may be released to qualified medical authorities upon execution of a written release by the employee and with the concurrence of the County's medical authorities.
- E. An employee may request copies of other material contained in the personnel file.
- F. The employee shall bear the cost of the reproduction of copies.
- G. The County shall afford the employee the opportunity to respond in writing to any information contained in their personnel file. Such response shall be included in the employee's personnel file.
- H. The Department shall maintain only one official personnel file.

### **33.2 Counseling.**

- A. Whenever an employee's job performance and/or conduct becomes less than satisfactory, counseling shall be provided by the employee's first level supervisor. Such counseling shall specifically state the unsatisfactory nature of the employee's performance and/or conduct and specific ways in which the employee can bring such performance and/or conduct up to the satisfactory level.
- B. Said counseling shall be provided as soon as possible after the occurrence of the less than satisfactory performance and/or conduct. No adverse action shall be taken by the County against any employee unless such counseling has been provided and time for improvement has been given.
- C. The employee's first level supervisor shall prepare written documentation (including any applicable memos, WIDSIs, etc.) of such counseling and provide a copy of the documentation to the employee.
- D. The foregoing shall not apply to probationary employees or in those cases where immediate disciplinary action is necessary.
- E. If, after such a counseling session has occurred between a supervisor and employee, the employee requests of the Department Personnel Officer a meeting with a Steward/Officer of the Union and Department representatives, such a meeting shall be held. This meeting shall be held within fifteen (15) working days.

### **33.3 Copies.**

- A. The County shall provide the employee with copies of all performance evaluation reports and letters of reprimand or warning or counseling memos prior to the placement of such documents in the employee's departmental personnel file.
- B. A counseling memo placed in an employee's departmental personnel file which is not referenced in the employee's subsequent performance evaluation shall be removed from the employee's departmental personnel file.

upon the written request of the employee. If an employee is not evaluated when an annual performance is due, the employee may request through the Department Personnel Officer that a performance evaluation be completed. If an employee has not had a performance evaluation within eighteen (18) months subsequent to a counseling memo being placed in the employee's department personnel file, the counseling memo shall be removed from the employee's personnel file, provided that there has not been a subsequent counseling memo on the same subject in that period of time.

- C. When issuing a Letter of Reprimand, the appointing authority will also provide the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Letter of Reprimand. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter provide a copy of the employee's Letter of Reprimand to SEIU Local 1021, as authorized.

**33.4 Performance Evaluation.** The purpose of a performance evaluation for an employee is to measure the employee's performance against the job specifications and performance requirements of the position that the incumbent is filling. It answers the questions of how well an employee is doing in meeting the department's performance standards for this job. It satisfies a basic requirement for the employee to know where she/he stands with the organization in regard to his/her performance. It delineates areas of strengths and weaknesses. Where performance is below standard, it suggests possible ways of making improvement.

During the probationary period of newly hired employees, the performance evaluation is used as the last phase of an individual's examination process. Probationary employees receive a preliminary evaluation at the end of five (5) months, and a final evaluation after their eighth (8<sup>th</sup>) month of probation. Employees who have passed County Probation and are promoted to a new class receive a preliminary evaluation at the end of three (3) months, and a final evaluation after their fifth (5<sup>th</sup>) month of probation in the new class. An overall rating of STANDARD must be received on the final probationary evaluation in order for the employee to achieve permanent status.

Once an employee achieves permanent status, the employee's performance is evaluated at least once a year. Additional evaluations may be made between these required evaluations as necessary. Evaluations will also be made when an employee or supervisor terminates, or when an employee or supervisor is reassigned to another unit and more than four (4) months have elapsed since the last written evaluation. In the event a permanent employee receives an overall rating of BELOW STANDARD, such employee must be reevaluated within three (3) months following the date of the report. If the employee shows no significant improvement at the end of this period, a recommendation for demotion or dismissal will be made. However, if at the end of three months, there has been improvement but the employee's performance is still not at a STANDARD level, the employee may be given two (2) additional three-month periods to meet the standards if the supervisor agrees those standards will be reached during this period.

The work performance of each employee is to be rated on all of the rating factors on the appropriate form. Each of these factors has been found to be of critical importance in determining successful job performance for employees.

Individual rating factors and overall ratings of BELOW STANDARD must be substantiated in the Comments section, as well as suggestions or plans for improved performance in those areas.

If some significant aspect of performance is above the level indicated by the factor rating, this may be pointed out by a statement in the Comments section to the employee.

The Rater will discuss the report with the employee and provide the employee with a copy at that time if the employee wishes to discuss the report with the Reviewer. In signing the report, the employee is merely acknowledging having seen the report; it does not indicate agreement.

**DEFINITIONS OF RATINGS:** A factor rating of STANDARD means that this part of the employee's work performance is consistently up to the level expected of a competent worker in the position. An overall rating of STANDARD means that the employee's work performance is acceptable and will result, where pertinent, in receipt of salary increment, promotion, or permanent status. A factor rating of BELOW STANDARD means that this part of the employee's work performance is frequently below the level of a competent worker in the position and that effort should be made to improve. An overall rating of BELOW STANDARD means the employee's work performance is inadequate and may result in the loss or delay of the salary increment, demotion, dismissal, or rejection on probation.

**APPEAL PROCEDURE:** If an employee believes his/her rating is improper, he/she should discuss it with the Rater. If still not satisfied, the employee should sign the report and place an "X" in the space provided by his/her signature to indicate he/she wishes to discuss the report with the Reviewer (the Social Service Division Manager). Within five (5) calendar days after being given a copy of the Report of Performance Evaluation, an employee who wishes consideration in addition to the Rater's evaluation should prepare a written statement to the Reviewer as follows: 1) Identify the report by stating the date of the report, the name of the Rater, and the date the report was received; 2) Specify the ratings or comments which he/she believes are incorrect and should be changed; 3) Give facts substantiating the requested changes to these ratings or comments; 4) Keep a copy of the written request and send the original to the Reviewer. Upon receiving the written statement, the Reviewer will have five (5) calendar days to meet with the employee to consider the employee's comments and to respond in writing. The Reviewer's response shall be given to the employee. A copy of the Reviewer's response along with the employee's written statement shall be attached to the Report of Performance Evaluation. Failure to allow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable.

## **SECTION 34 – SAFETY PROGRAM**

Health and safety standards shall be maintained in all County facilities to a maximum degree consistent with the conduct of efficient operations.

The Department of Employment and Human Services shall operate a department-wide employee health and safety program. This program shall consist of:

- A. A central department Safety Committee comprised of one (1) member appointed by Local 1021 from each major building location, one (1) management employee who shall be the Building Manager for that location and other employee organization representatives, and the Department Personnel Officer, or designee. The Department Personnel Officer, or designee, will serve as chairperson. The committee shall meet every six (6) weeks. In the event that the appointed person is not available to chair the meeting on the scheduled date, an alternative chair will be appointed by the Personnel Officer or the meeting will be rescheduled within three (3) weeks

unless mutually waived by the Union and the Department. Minutes of each meeting shall be recorded and distributed to each committee member.

- B. All Committee members will receive training on a) accident/injury reporting procedures, b) accident/injury investigation and prevention, c) safety awareness, and d) procedures by which safety concerns are handled.
- C. Committee recommendations shall be reported to and reviewed by the Department Head. Responses to such recommendations shall be communicated to the Safety Committee at its next regularly scheduled meeting or some other mutually agreeable period.
- D. Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

## **SECTION 35 – FLEXIBLE STAFFING**

**35.1 Designated Positions.** Certain positions may be designated by the Director of Human Resources as flexibly staffed positions. Positions are generally allocated at the first level of the job series when vacated. When the position is next filled and an incumbent of one of these positions meets the minimum qualifications for the next higher level and has met appropriate competitive requirements he/she may then be promoted to the next higher classification within the job series without need of a classification study.

The following job classifications are flexibly staffed:

Social Casework Specialist I to Social Casework Specialist II  
 Eligibility Worker I to Eligibility Worker II  
 Eligibility Worker II to Eligibility Work Specialist

Open examinations at either level in the above-mentioned classifications shall be administered upon the request of the Department Head and approval of the Director of Human Resources.

**35.2 Continuous Testing for Flexibly Staffed Classes.** Employees in a flexible staffed job series which have been determined by the Director of Human Resources as appropriate for continuous testing may apply for promotion to the next higher classification level as follows:

Applicants must file the regular Human Resources Department Application and where applicable, the appropriate supplemental questionnaire with the Employment and Human Services Department. Employees who file applications must notify their supervisor. Nothing contained in this section shall be construed as making a promotion automatic or automatically effective on the first of the month following the filing of an application. It is the responsibility of the Division Manager that has approved the promotion for employees in flexibly staffed positions to submit a request to the Employment and Human Services Personnel Unit no later than 15<sup>th</sup> of the month prior in which they wish to promote the employee. Upon approval, the personnel analyst in the Personnel Unit will forward the application and an AK-9 to the Human Resources Department by the 25<sup>th</sup> of the month to be effective the first of the following month. It is the employee's responsibility to submit applications for promotion sufficiently in advance to assure receipt in Employment and Human Services Department by the above stated deadline.

If an error occurs in the Human Resources office or the Employment and Human Services Department Personnel Unit which causes a delay in the processing of an

application, said error shall be corrected and the employee shall be placed on the eligible list retroactively to the first of the month following his/her eligibility.

If a Division Manager or supervisor causes a delay in the processing of an approved application, the employee shall be placed on the eligible list retroactive to the first of the month following his/her eligibility.

If an operating department verifies in writing the intent to promote an employee on the first of the month following eligibility, said appointment shall be made retroactive to the first of the month following his/her eligibility.

### **SECTION 36 – CAREER LADDER**

The County agrees to the concept of a career ladder which will enhance the opportunities for employees to attain positions in other classification series. For this purpose, the following classes are considered to be those classes representing such promotional opportunities: Eligibility Work Specialist, Social Service Program Assistant, Social Casework Assistant.

The County shall amend the Welfare Fraud Classification as follows:

- A. By reclassifying Social Service Welfare Fraud Investigators doing Early Fraud to "Social Service Welfare Fraud Field Investigators."
- B. Welfare Fraud Field Investigators shall have the option of carrying pepper spray.

### **SECTION 37 – STAFFING ALLOCATIONS AND WORKLOAD DISTRIBUTION**

**37.1 Staffing Review.** The Department of Employment and Human Services shall review the amount and nature of work in its operating units on at least a quarterly basis (or scheduled as agreed by the parties) and shall initiate reassignments of employees necessary to balance the number of available employees in each classification with the existing and expected amount and nature of work in operating units throughout the Department. The process to be used in determining work assignment and volume shall be to balance the existing amount of work among existing staff, in accordance with applicable sections of this MOU.

**37.2 Department/Union Meetings.** There shall be meetings between the Department of Employment and Human Services and the Union on at least a quarterly basis (or scheduled as agreed by the parties) to review and discuss the existing amount and nature of work; to share information and ideas on workload issues throughout the Department; and to discuss long-range planning concerning Department programs and implementation. The meeting(s) will be chaired by a Program Bureau Director or Department Personnel Officer or his/her designee.

**37.3 Department Head and County Administrator Meetings.** The Union may request a meeting with the Employment and Human Services Department Head to address specific staffing/workload concerns after two (2) meetings with the Program Bureau director or Department Personnel Officer have occurred. This discussion will not preclude the Bureau's ability to allocate and assign staff on an ongoing basis.

After meeting with the Department Head, if the specific workload issues discussed remain unresolved after thirty (30) days, the Union may then request a meeting with the County Administrator.

**37.4 Program Committees.** It will be the ongoing expectation and process that program specific issues shall in most cases be addressed in a timely manner in the respective Program Committee(s). Topics for discussion in Program Committees include potential program/regulation changes, information regarding new procedures, forms, and other factors or changes in procedures which may have an impact on workload. Any items declined by the Program Committee for discussion/action will be listed in the minutes.

Program Committees shall meet monthly, unless a meeting is waived by the Director or his/her designee, and written minutes shall be furnished to the Union on a timely basis. Such minutes should clearly identify issues and program committee actions. If the minutes do not reflect a resolution, response, or a failure to respond to pending issues within forty-five (45) days from the date of the meeting, the Union may discuss with the Program Bureau Director in the meetings held in accordance with Section 37.2. Program Committees will work within the appropriate chain of command in managing committee work and agendas expeditiously.

Summary minutes shall be kept for each Program Committee meeting and shall be distributed to all committee members prior to the next meeting. These minutes shall be posted in each Department of Employment and Human Services building by the Department.

**37.5 Workload Streamlining.** The Union may quarterly identify functions, procedures, and processes which it believes are unnecessary, and that should be discontinued as a means of streamlining workload. The Union's items identified should be transmitted both to the Department Personnel Officer and respective Program Bureau Director for review and response.

If the items identified are County mandated only, the Department has sixty (60) days to respond by discontinuing the process or provide the reasoning for continuing them.

If the items identified are State or Federally mandated, and the Department considers it feasible that they be discontinued, the Department will request appropriate waivers. If the Department does not believe the change or a waiver is feasible, it will provide the reasoning for continuing. Upon receipt of the requested waiver approvals, the process shall be discontinued.

**37.6 Maintenance of Positions.** The Department of Employment and Human Services will make all reasonable efforts to keep filled all budgeted and authorized positions and to the extent possible, will attempt to maximize the use of permanent employees.

## **SECTION 38 – STAFFING ALLOCATIONS AND REASSIGNMENTS**

On the basis of ongoing staffing/workload distribution review, per Section 37.1 – Staffing Allocations and Workload Distribution, the Department of Employment and Human Services shall initiate reassignments of staff.

The following procedure shall be used:

- A. Internal moves within a building shall be made at the discretion of the Division Head within five (5) days following publication and Union receipt of Department staff and caseload allocations. In determining moves of employees within an office, managers will solicit volunteers; if no volunteers respond, the employee with the least series seniority within the unit/area identified will be moved.

- B. Authorized staffing levels shall be published on a monthly basis. After any internal moves in a building have been made in accordance with Step a, further vacant authorized positions in buildings shall be alternately bid to the appropriate class in all offices for a four-day period or certified from the appropriate Eligible List.
- C. Employees responding to bids shall respond to the Department Personnel Unit, and must confirm any verbal response in writing; written confirmation must be received by 5:00 p.m. on the day the bid closes for the employee to be considered in determining the five (5) most senior employees in the class.
- D. With respect to responding to bids for the Welfare Fraud Investigator class or Welfare Fraud Field Investigator class, the bidding will be restricted to employees in one of the two above classes.
- E. If the Department is at authorized staffing and there are no responses to the posted bid notice, the least senior employee within the class, within the building having staff overage(s) of at least one (1) FTE shall be reassigned within two (2) weeks of the closing of the bid. If the Department is below the authorized staffing level and there are no responses to the posted bid notice, the Department will cert from the appropriate Eligible List.
- F. Authorized vacancies resulting from the bid process shall automatically be certified from an appropriate eligible list.
- G. Persons involuntarily reassigned shall be given the opportunity to return to their former building when the first vacancy occurs in the building from which the employee was involuntarily transferred provided, however, if an employee voluntarily transfers after such involuntary transfer that employee shall lose such reversionary rights.
- H. Positions flagged as needing a language skill or special qualifications shall be identified on bids. Only employees having such skill or meeting such qualifications shall be accepted for bid interviews or for mandatory reassignments as provided in this section.
- I. Specially funded assignments or assignments of limited duration shall not be subject to procedures in this Section.
- J. Reassignments shall not be used as a replacement for discipline. Employees on probation or in an Improvement Needed Review status shall not be reassigned. An employee who is reassigned out-of-seniority-order shall be offered the first vacancy to be filled in the class and building from which the employee was mandatorily reassigned. At the next quarterly staffing review an employee mandatorily reassigned out-of-seniority-order shall be given first opportunity for reassignment as provided in Section 37.2 – Department/Union Monthly Meeting or Section 37.3 – Labor/Management Team, whichever is applicable; or if no staffing imbalances exist, the most senior employee shall be offered the opportunity to exchange positions provided the least senior employee is no longer on probation or Improvement Needed Review status.
- K. In each classification, series seniority for reassignment purposes shall be determined by date of hire into that series as defined below:

Eligibility Series: Eligibility Worker I, Eligibility Worker II, Eligibility Work Specialist.



Eligibility Series: Eligibility Worker I, Eligibility Worker II, Eligibility Work Specialist.

Social Work Series: Social Services Program Assistant, MediCal Program Assistant, Social Worker, Vocational Counselor (classes which have been abandoned but were a part of the Social Worker or Vocational Counselor series shall be included for the purpose of determining series seniority).

Casework Specialist Series: Social Casework Assistant, Social Casework Specialist I, Social Casework Specialist II.

Social Services Welfare Fraud Field Investigator Series: Social Service Welfare Fraud Field Investigator and Social Services Senior Welfare Fraud Field Investigator.

### **SECTION 39 – REIMBURSEMENT FOR MEAL EXPENSES**

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

- A. When the employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.
- B. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.
- C. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- D. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.
- E. When the employee is required to work three (3) or more hours of overtime or if the employee is scheduled to work overtime with less than twenty-four (24) hours notice; in this case he or she may be reimbursed in accordance with Administrative Bulletin on expense reimbursement.

Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions.

Procedures and definitions relative to reimbursement for meal expenses shall be in accordance with the Administrative Bulletin on Expense Reimbursement.

### **SECTION 40 – PERSONAL PROPERTY REIMBURSEMENT**

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

- A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- B. Ordinary wear and tear of personal property used on the job is not compensated.
- C. Employee tools or equipment provided without the express approval of the Department Head and automobiles are excluded from reimbursement.

- D. The loss or damage must have occurred in the line of duty.
- E. The loss or damage was not a result of negligence or lack of proper care by the employee.
- F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- G. The loss or damage to employee's eyeglasses, dentures, or other prosthetic devices did not occur simultaneously with a job-connected injury covered by workers' compensation.
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- I. The burden of proof of loss rests with the employee.
- J. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

**SECTION 41 – LENGTH OF SERVICE DEFINITION (for service awards and vacation accruals)**

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, provisional, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two years is reemployed in a permanent County position, or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in his/her department.

**SECTION 42 – SERVICE AWARDS**

The County shall continue its present policy with respect to service awards including time off; provided, however, that the type of award given shall be at the sole discretion of the County.

The following procedures shall apply with respect to service awards:

Presentation Before the Board of Supervisors. An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the department as to the time and date of the Board meeting.

Service Award Day Off. Employees with fifteen (15) or more years of service are entitled to take the day off with pay at each five (5) year anniversary.

**SECTION 43 – PERMANENT PART-TIME EMPLOYEE BENEFITS**

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they work at least fifty percent (50%) of full time. If the employee works at least fifty percent (50%) of full time, County retirement participation is also included.

#### **SECTION 44 – PERMANENT-INTERMITTENT EMPLOYEE BENEFITS**

Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.

#### **SECTION 45 – PERMANENT-INTERMITTENT HEALTH PLAN**

**45.1** A permanent-intermittent employee may participate in the County Group Health Plan Program wholly at the employee's expense. 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.

**45.2** The following benefit program shall be offered to permanent-intermittent employees:

- A. **Program.** The County shall offer CCHP Plan A-2 at the subsidy rate below, to those permanent-intermittent employees who meet and maintain eligibility.
  - i. Through December 31, 2009 the County will pay the monthly premium subsidy of sixty-four percent (64%) of the cost of the CCHP Plan A-2 premium for a single individual.
  - ii. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A-2 that is equal to sixty percent (60%) of the total monthly premium that is paid for a single individual for the plan in 2010. If there is an increase in the premium charged for a single individual by CCHP Plan A-2 for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health, the County additionally will pay that portion of the premium increase charged for a single individual that exceeds eleven percent (11%) of the 2010 premium.
  - iii. After June 29, 2011, the County will pay a monthly premium subsidy for the CCHP Plan A-2 that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the CCHP Plan A-2
- B. **Eligibility.** Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a permanent-intermittent employee must remain in paid status during each successive month.
- C. **Pre-Pay.** Employees who have achieved eligibility under the terms of 45.2b will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility.

Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, employees who meet the eligibility requirements and who have been voluntarily paying the total premium for one of the County Group Health Plans shall be allowed to enroll in CCHP Plan A-2 without a waiting period..

- D. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in c. above for payment for this optional coverage.
- E. Implementation. Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Permanent-intermittent employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.
- F. Employees who are temporarily ineligible may purchase, at their own cost, the plan in accordance with the procedures set forth by the Contra Costa County Health Plan.

Nothing in Section 45.2 shall prevent an employee from electing health coverage under either Section 45.1 or Section 45.2.

## **SECTION 46 – PROVISIONAL EMPLOYEE BENEFITS**

Provisional employees, who are not permanent employees of the County immediately prior to their provisional appointment, are eligible for vacation and sick leave benefits. Said provisional employees may participate in the County Group Health Plan Program wholly at the employee's expense. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan Program and reinstatement may only be effectuated during the annual open enrollment period.

## **SECTION 47 – INDEMNIFICATION AND DEFENSE OF COUNTY EMPLOYEES**

The County shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the County in accordance with, and subject to, the provisions of California Government Code Sections 825 et seq and 995 et seq.

## **SECTION 48 – MODIFICATION AND DECERTIFICATION**

For the duration of this MOU the following amendments to Board Resolution No. 81/1165 shall apply:

Section 34-12.008 - Unit Determination (a) shall be modified in the first paragraph to delete the ten percent (10%) requirement for an employee organization intervening in the unit determination process and substitute therefore a thirty percent (30%) requirement.

Section 34-12.013 - Election Procedure (b) shall be modified in the first paragraph to delete the ten percent (10%) requirement for any recognized employee

organization(s) to appear on the ballot and substitute therefore a thirty percent (30%) requirement.

Section 34-12.016 - Modification of Representation Units shall be modified in the first sentence by adding words to the effect of "most recent" to the date of determination. This section shall be modified in the second sentence to require that petitions for modification of a representation unit be filed during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the MOU in effect. The last sentence of this section shall be modified so that modification of a representation unit shall not negate the term of an existing MOU between the County and the recognized employee organization of the unit prior to the modification proceedings.

Section 34-12.018 - Decertification Procedure shall be modified in the first sentence by adding words to the effect of "most recent" to the date of formal recognition and by requiring the petition be submitted during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the MOU in effect.

## **SECTION 49 – UNFAIR LABOR PRACTICE**

Either the County or the Union may file an unfair labor practice as defined in Board of Supervisor's Resolution No. 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) workdays from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

**49.1 Filing.** Either the County or the Union may file an unfair labor practice against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties, may be heard by a mutually agreed upon impartial third party.

**49.2 Unfair Labor Practice - County.** It is an unfair labor practice for the County to:

- a. Interfere with, restrain or coerce employees in the exercise of the rights recognized or granted in this division;
- b. dominate or interfere with the formation of any employee organization or interfere with selection of a majority representative;
- c. contribute financial support to any employee organization; or
- d. refuse to meet and confer in good faith (with representatives of formally organized employee organizations on matters within the scope of representation), or to refuse to consult with informally recognized employee organizations on matters within the scope of representation.

**49.3 Unfair Labor Practice - Union.** It is an unfair labor practice for the Union or their representatives or members to:

- a. Interfere with, restrain or coerce employees in the exercise of the rights recognized or granted in this division;
- b. coerce, attempt to coerce or discipline any member of an organization so as to hinder or impede the performance of his duties;
- c. discriminate against any employee with regard to the terms or conditions of membership because of race, color, creed, sex or national origin;

- d. refuse to consult, or meet and confer in good faith, with management representatives on matters within the scope of representation; or
- e. initiate, engage in, cause, instigate, encourage or condone a work stoppage of any kind or other disruptive activities which are detrimental to the conduct of county business and services.

## **SECTION 50 – REPRESENTATION OF TEMPORARY EMPLOYEES**

**50.1 Recognition.** Social Services Union, Local 1021 is the formally recognized employee organization for temporary employees, not including emergency appointments and retiree temporary appointments, who are employed by Contra Costa County in those classifications covered by the MOU between Social Services Union, Local 1021 and Contra Costa County.

- A. **Temporary Employees.** Temporary employees hired on or after January 1, 1997 may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.
- B. The County may employ temporary employees in excess of 1600 hours for the following reasons:
  - 1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers' compensation.
  - 2. While a department is actively recruiting to fill a position.
  - 3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and "closing the assessment roll" season (Assessor).
  - 4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.
  - 5. For short term seasonal work needed by a department, not to exceed 1600 hours.

The County may not replace a temporary employee with another temporary employee except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.

The County will notify the union in advance of the period of the temporary assignment under Subsection 4. and the period of the seasonal assignment under Subsection 5.

- C. **Student Worker/Administrative Intern:** The County may employ a person as a Student Worker or an Administrative Intern only if that person is enrolled in a school and is performing work for the County that is related to his/her course of study, interest, aptitude, or education, provided however, that a student worker/administrative intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Workers and Administrative Interns may not be used in lieu of hiring regular County employees.
- D. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of supervisors may contract with temporary help firms for temporary

help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation.”

- E. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours. It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B. above or the reason the temporary agency employee was hired as set forth in paragraph D.
- F. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

Upon receipt of a request by the Union, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.

Effective January 1, 2000, the County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments on a calendar year-to-date basis.

**50.2 Emergency Appointments.** Emergency appointments as defined in Section 809 of the Personnel Management Regulations, and retiree temporary appointments as provided for in Government Code, Section 31680.2, are not covered by this MOU.

### **50.3 Agency Shop.**

- A. The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.
- 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 Union; or
  - 2. Pay to the Union, 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 Union 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 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 Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payor covered by this MOU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by a fee payor to invoke the Union's Hudson Procedure within one month (1) 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.

#### **50.4 Agency Shop Deductions.**

- A. Temporary employees hired into a job class represented by Social Services Union, Local 1021 shall be provided through the County Human Resources Department with an Employee Authorization For Payroll Deduction card.
- B. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision, and the Union dues, agency shop fee, or charitable contribution required under Section 2 of this Letter of Understanding are not received, the Union may in writing direct that the County withhold the agency shop 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 Union.
- C. The Union shall indemnify, defend and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Agency Shop Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorney fees and costs. The provisions of this section shall not be subject to the grievance procedure.
- D. The authorization of payroll deductions requires the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

#### **50.5 Salary.**

- A. Temporary Hourly Rates. For all classifications represented by the Union, the hourly rate paid temporary employees shall be the 1.00 hourly rate calculated on the salary schedule by dividing the un-rounded monthly salary at any step by 173.33.
- B. New Employees. Except as otherwise permitted in deep class resolutions, temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Director of Human Resources may authorize an



appointing authority to make a particular temporary appointment at a step above the minimum of the range.

**50.6 Salary Increments Within Range.**

- A. Increment Eligibility and Salary Review. All temporary employees shall accumulate a record of straight time hours worked for the purpose of a salary review to determine whether the employee shall be advanced to the next higher step, or other step as specified by deep class resolutions, in the salary range for the classification. Advancement to a higher step shall be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend granting the salary increment or unconditional denial of the increment.
- B. Frequency of Increments. Increments within range shall not be granted more frequently than once per every 2,080 straight time hours worked by a temporary employee.
- C. Effective Date. Step increases resulting from an approved salary review shall be effective the first of the month following completion of 2,080 straight time hours worked and return of the salary review report to the Human Resources Department.
- D. New Employees. Temporary employees hired at Step 1 of the salary range for their classification will be eligible for a salary review after completion of 1,040 straight time hours worked; additional salary reviews will be after the cumulation of an additional 2,080 straight time hours.
- E. No provision of this section shall be construed to make the granting of salary increments mandatory in the County.

**50.7 Paid Time Off.**

- A. Temporary employees shall accumulate a record of straight time hours worked.
- B. Based upon the accumulation of straight time hours recorded effective the first of the month following completion of each 2080 straight time hours worked, the temporary employee shall be credited with forty (40) hours of paid time off. Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.
- C. Use. Paid time off (PTO) shall not be taken until credited after completion of 2080 straight time hours worked. PTO shall be taken by an employee only with the approval of his/her supervisor.
- D. Paid Off at Separation. If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently credited PTO hours and, in addition, shall be paid off for that portion of PTO hours earned but not yet credited on the basis of that portion of the 2,080 straight time hours worked (STHW) cumulation. The formula for the earned but not credited payoff is STHW divided by 2,080 multiplied by 40 multiplied by the current hourly pay rate at separation.
- E. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, the credited PTO hours and the earned but not yet credited PTO hours, shall be converted to vacation hours and subject to the MOU provision relating to vacation.
- F. Health Benefits for Temporary Employees. Effective one hundred and twenty

(120) days after all Coalition Employee Organizations have signed their respective Letters of Understanding, the following benefit program shall be offered to temporary employees:

1. Program. The County shall offer CCHP Plan A-2 at the subvention rate of fifty percent (50%) of the cost of the premium for a single individual, to those temporary employees who meet and maintain eligibility.
2. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a temporary employee must remain in paid status a minimum of forty (40) hours during each successive month and maintain an average of fifty percent (50%) time year-to-date from the date of eligibility.
3. Pre-Pay. Employees who have achieved eligibility under the terms of D.2 will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, temporary employees who meet the eligibility requirements and who have been voluntarily paying for a County group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
4. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in 3. above for payment for this optional coverage.
5. Implementation. There shall be a sixty (60) day Open Enrollment period with the initial date of coverage effective August 1, 2000. Subsequent Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Temporary employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.

**50.8 Provisional Employees.** Social Services Union, Local 1021 is the formally recognized employee organization for all provisional employees appointed by the County from outside County service in classifications covered by the MOU between the County and the Union. Provisional employees are covered by the agency shop provisions of the MOU applicable to permanent employees, with the exception that provisional employees shall not be required to pay any initiation fee or special assessment fee.

**50.9 Grievance Procedure.** Temporary and provisional employees covered by this Section may grieve only alleged violations of the specific terms and conditions specified in Section 50.

**50.10 Positions.** Subject to the approval and establishment of permanent positions by the Board of Supervisors, if necessary, temporary employees represented by Local 1021 who have worked not less than 6,000 hours in temporary employee status between January 1, 1991 and July 1, 1996 inclusive, shall be offered an appointment to such positions, subject to qualification under the Personnel Management Regulations, in the classification and department in which they currently work. Such employees shall have the option of either remaining in temporary status (not to exceed 1000 hours in a fiscal year) or being appointed to a permanent-intermittent, permanent part-time, or permanent full-time position. The formula to be used to calculate the position type (full-time, part-time) for each

employee who elects appointment to a permanent position is the employee's total number of temporary hours worked on or after January 1, 1991, divided by the total number of months of service in which those temporary hours were worked. Additionally, the County agrees to meet and confer with Local 1021 concerning the future use of represented temporary employees.

Upon receipt of a request by the Union, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.

Effective January 1, 2000, the County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments on a calendar year-to-date basis.

**SECTION 51 – DEPENDENT CARE**

- A. Dependent Care Information and Referral Service. The County will administer an "Information and Referral Service" through the Contra Costa Child Care Council for the duration of this MOU.
  
- B. Dependent Care Salary Contribution. Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care; only eligible employees may contribute for such expenses; there is no County contribution for dependent care.

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable County administrative procedures.

**SECTION 52 – SPECIAL STUDIES AND OTHER ACTIONS**

**52.1 Differentials.** The County and the Labor Coalition agree to establish a Labor/Management Committee comprised of five (5) Labor and five (5) Management employees to study and recommend actions necessary to standardize payment and application of differentials including, but not limited to, proration for less than full-time employees; the length of payment while on paid sick leave or disability; and consistency between percent-based vs. flat-payment differentials.

**52.2 Grievance Procedure.** Representatives of the County shall meet and confer with representatives of the Labor Coalition in order to develop rules and guidelines governing the conduct and administration of Adjustment Boards.

**52.3 Job Sharing and Part-Time Job Opportunities.** The Employment and Human Services Department and the Union agree to establish a Labor/Management Committee comprised of a maximum of three (3) representatives of Labor and three (3) representatives from Management to study and recommend actions necessary to identify and develop potential part-time and job sharing opportunities, by September 30, 2000.

**52.4 Telecommuting Options.** The Employment and Human Services Department and the Union agree to establish a Task Force comprised of representatives from the Union and representatives from the Department to identify potential positions where telecommuting could be utilized in accordance with the County's Telecommuting Policy. The Task Force will consider, but not be limited to, the following criteria: service delivery, coverage and availability for participants. The

Task Force shall complete its study by June 30, 2000 and submit it to the Director of the Employment and Human Services Department.

**52.5 Reclassification.** The Health Services Department agrees to submit a P300 requesting the reclassification of the Public Health Social Worker positions to Medical Social Worker II.

**52.6 Job Classification.** The County will develop a new employment focused job classification which will include the following functions: MediCal Combo, MediCal Intake, MediCal lead worker and training unit.

**52.7 Ergonomics.** No later than May 15, 2000, the County will submit for Coalition input revisions to Administrative Bulletin No. 425 dated April 17, 1990, and an Ergonomic Field Guide, with a goal of finalization by June 30, 2000.

**52.8 Safety Retirement.** The County agrees that if there are amendments to State law during the term of this agreement that allow employees in the Social Casework Specialist series to be eligible for safety retirement and such amendments are adopted by Resolution of the Contra Costa County Board of Supervisors, the County will meet to discuss this issue.

## **SECTION 53 – 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 54 – SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION**

**54.1 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.

**54.2 Separability of Provisions.** Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

**54.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. It is recognized, however, that certain provisions of the Personnel Management Regulations may be supplementary to the provisions of this MOU and as such remain in full force and effect.

**54.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2011 to and including June 30, 2013. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date, of its intention to amend, modify or terminate the agreement.

DATE\_\_\_\_\_

CONTRA COSTA COUNTY	SEIU LOCAL 1021 RANK AND FILE UNIT
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_____	_____
_____	_____
_____	_____
_____	_____

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
SOCIAL SERVICES UNION, LOCAL 1021  
SERVICE LINE SUPERVISORS UNIT**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of *the Contra Costa County* Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Union is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein.

**DEFINITIONS**

**Appointing Authority:** Department Head unless otherwise provided by statute or ordinance.

**Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

**Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

**County:** Contra Costa County.

**Demotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classifications.

**Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.

**Eligible:** Any person whose name is on an employment or reemployment or layoff list for a given classification.

**Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his/her return.

**Employment List:** A list of persons, who have been found qualified for employment in a specific class.

**Layoff List:** A list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff or displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have transferred in lieu of layoff or displacement.

**Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period but on an intermittent basis, as needed, paid on an hourly basis.

**Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full-time basis.

**Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.

**Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

**Position:** The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.

**Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.

**Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

**Reemployment List:** A list of persons, who have occupied positions allocated to any class in the Merit System and, who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

**Resignation:** The voluntary termination of permanent service with the County from a position in the Merit System.

**Temporary Employment:** Any employment in the merit system which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

**Transfer:** The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.



**Union:** Social Services Union Local 1021, Service Line Supervisors Unit.

## **SECTION 1 – UNION RECOGNITION**

The Union is the formally recognized employee organization for the Social Service First Line Supervisors' Representation unit and such organization has been certified as such pursuant to Chapter 34-12 of Board Resolution No. 81/1165.

## **SECTION 2 – UNION SECURITY**

**2.1 Dues Deduction.** Pursuant to Board Resolution No. 81/1165, only a majority representative may have dues deduction and as such, the Union has the exclusive privilege of dues deduction or agency fee for all employees in its units.

### **2.2 Agency Shop.**

- A. The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this section is applicable regardless of whether they are members of the Union.
- 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 Union; or
  - 2. Pay to the Union, 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 Union 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 Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union 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 a fee payer to invoke the Union'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 Union shall provide the Director of Human Resources with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after (June 30) 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 Union 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 Union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union 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 Union.
- G. The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.
- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Union.

- I. In the event that employees in a bargaining unit represented by the Union vote to rescind Agency Shop, the provisions of Section 2.3, 2.4, and 2.5 shall apply to dues-paying members of the Union.

**2.3 Maintenance of Membership.** All employees represented by the Union who are currently paying dues to the Union and all employees in such unit who hereafter become members of the Union shall as a condition of continued employment pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the classification 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 Union Dues Form.** Employees hired into classifications represented by the Union shall, as a condition of employment at the time of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if they do not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.

Each such dues authorization form referenced above shall include a statement that the Union and the County have entered into an MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Office in writing between August 1, 2005 and August 31, 2005, any employee assigned to a classification represented by the Union may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1, 2005 discontinuance of dues payments to then be reflected in the October 10, 2005 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.

**2.6 Communicating With Employees.** The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County

buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a Union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

**2.7 Use of County Buildings.** The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- A. Such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the County;
- C. it does not interfere with normal County operations;
- D. employees in attendance are not on duty and are not scheduled for duty;
- E. the meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.8 Advance Notice.** The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

On matters within the scope of representation the County agrees that the Human Resources Department will notify a Union's designee(s) when an issue within the scope of representation is placed on the Board's agenda. If there is insufficient time to meet and confer on an issue prior to the Board's meeting, the item shall be deferred if so requested by the Union.

In cases of emergency when the Board, or boards and commissions designated by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

**2.9 Written Statement for New Employees.** The County will provide a written statement to each new employee hired into a classification which is in the Social Service First Line Supervisors Unit that their classification is represented by Local 1021, and the name of a representative of Local 1021. The County shall provide an opportunity for the Union to make a fifteen (15) minute presentation at the end of the Human Resources Department's new employee orientation meetings.

### **SECTION 3 – NO DISCRIMINATION**

There shall be no discrimination because of race, creed, color, national origin, political opinion, sex, sexual orientation, or Union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age or physical disability.

### **SECTION 4 – SHOP STEWARDS AND OFFICIAL REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as shop stewards or official representatives of the Union shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

- A. If their attendance is required by the County at a specific meeting;
- B. if their attendance is sought by a hearing body for presentation of testimony or other reasons;
- C. if their attendance is required for meetings required for settlement of grievances filed pursuant to Section 25 - Grievance Procedure of this MOU;
- D. if they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance;
- E. if they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head or designee, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.

**4.2 Union Representatives.** The Union shall designate three (3) representatives who shall be allowed time off on County time up to five (5) hours per week per representative, for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Employee Relations Officer or other management representatives on matters within the scope of representation or for the reasons as provided in 4.1.a-e. above. In order to minimize disruptions due to the representative's absence, the representative will coordinate known work assignments with his/her Division Manager; and, to the extent possible, the Department will coordinate events within the representative's scope of responsibility which may arise during the representative's absence.

**4.3 Social Service Office Stewards.** The Union may designate three (3) stewards in the Department of Employment and Human Services who may be allowed to attend meetings held on County time for the purposes provided in 4.1.d above. In order to minimize disruptions due to the steward's absence, the steward will coordinate known work assignments with his/her Division Manager; and, to the extent possible, the Department will coordinate events within the steward's scope of responsibility which may arise during the steward's absence.

**4.4 Department Notification.** The Union shall notify in writing the Department Head or designee of those persons designated as official representatives and as stewards and of any changes of such designations when made.

## **SECTION 5 – SALARIES**

**5.1 General Wages.**

- A. Effective on July 1, 2012, the base rate of pay for all classifications represented by the Union will be reduced by two and three-quarters percent (2.75 %).
- B. Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

**One Time Lump Sum Payment 2012**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2012:
1. The employee must be employed by the County on or before January 1, 2012;
  2. The employee must be employed on a permanent full time basis on April 1, 2012; and
  3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
    - a. Public Employees Union, Local One
    - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
    - c. United Clerical , Technical & Specialized Employees, AFSCME, Local 2700
    - d. Professional & Technical Employees, AFSCME, Local 512
    - e. Western Council of Engineers
    - f. SEIU, Local 1021, Rank and File Unit
    - g. SEIU, Local 1021, Service Line Supervisors Unit
- B. **PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2012:
1. The employee must be employed by the County on or before January 1, 2012;
  2. The employee must be employed on a permanent part time basis on April 1, 2012; and

3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours (For example:  $\$500 \times (20/40) = \$250$ ).

- C. **PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by  $\$0.24$  ( $\$500$  divided by 2080 hours).



- D. **EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:
1. The employee must be employed by the County on or before January 1, 2012;
  2. The employee must be employed on a Per Diem basis on April 1, 2012; and
  3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
    - a. Public Employees Union, Local One
    - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
    - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
    - d. Professional & Technical Employees, AFSCME, Local 512
    - e. Western Council of Engineers
    - f. SEIU, Local 1021, Rank and File Unit
    - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24(\$500 divided by 2080 hours).

- E. **LUMP SUM PAYMENT PROCESSED ON MAY 10, 2012 PAY WARRANT.** The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

### **One Time Lump Sum Payment 2013**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2013:
1. The employee must be employed by the County on or before January 1, 2012;
  2. The employee must be employed on a permanent full time basis on April 1, 2013; and
  3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:

- a. Public Employees Union, Local One
- b. Public Employees Union, Local One, CSB- Site Supervisor Unit
- c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
- d. Professional & Technical Employees, AFSCME, Local 512
- e. Western Council of Engineers
- f. SEIU, Local 1021, Rank and File Unit
- g. SEIU, Local 1021, Service Line Supervisors Unit

**B. PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2013:

- 1. The employee must be employed by the County on or before January 1, 2012;
- 2. The employee must be employed on a permanent part time basis on April 1, 2013; and
- 3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours ( $\$500 \times (20/40) = \$250$ ).

**C. PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

- 1. The employee must be employed by the County on or before January 1, 2012;

2. The employee must be employed on a permanent intermittent basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24(\$500 divided by 2080 hours).

**D. EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a Per Diem basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24(\$500 divided by 2080 hours).

**E. LUMP SUM PAYMENT PROCESSED ON MAY 10, 2013 PAY**

**WARRANT.** The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

**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 a step above the minimum of the range.

**5.3 Anniversary Dates.** Except as may otherwise be provided for in deep class resolutions, anniversary dates will be set as follows:

- A. **New Employees.** The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. **Promotions.** The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.3.a above.
- C. **Demotions.** The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. **Transfer, Reallocation and Reclassification.** The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. **Reemployments.** The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- F. **Transfer Anniversary.** Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed

or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled workday of that month, his/her anniversary is one (1) year after the first calendar day of that month.

**5.4 Increments Within Range.** The performance of each employee, except those employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary which must be set at the time submitted by the Appointing Authority.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time, except as otherwise provided in deep class resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

**5.5 Part-Time Compensation.** A part-time employee shall be paid a monthly salary in the same ratio to the full-time monthly rate to which the employee would be entitled as a full-time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full-time work schedule of the department.

The Department of Employment and Human Services shall give reasonable consideration to requests for part-time assignments.

**5.6 Compensation for Portion of Month.** Any employee who works less than any full calendar month, except when on earned vacation or authorized sick leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

**5.7 Position Reclassification.** An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be

paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.9 - Salary on Promotion.

### **5.8 Salary Reallocation and Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.8A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step,

the incumbent shall be placed at the step which is next lower than the salary received in the old range.

- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.8.

**5.9 Salary on Promotion.** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

**5.10 Salary on Appointment From a Layoff List.** In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in an increase of less than five percent (5%), in which case the salary shall be adjusted to the step in the new range which is five percent (5%) greater than the next higher step, if the new range permits such adjustment.

**5.11 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.12, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class. Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

**5.12 Salary on Voluntary Demotion.** Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, unless the Board provides otherwise by

resolution, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, new salary shall be set at the step next below former salary.

**5.13 Transfer.** An employee who is transferred from one position to another as described under "Transfer" shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolution, the salary of the employee shall be set as provided in the deep class resolution at a step not to exceed a five percent (5%) increase in the employee's base salary. However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on "Salary on Promotion" if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

**5.14 Pay for Work in Higher Classification.** When an employee in a permanent position in the Merit System is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Section 5.9 - Salary on Promotion of this MOU, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- A. The employee is assigned to a program service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule
- B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- C. Employees selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher



classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.

- E. The appropriate authorization form has been submitted by the Department Head at least fifteen (15) days prior to the expiration of the seventeen (17) day waiting period and approved by the County Administrator.
- F. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- G. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty (180) days, no additional waiting period will be required.
- H. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- I. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged. This provision shall apply to Short Term Higher Level Reassignments in deep classes.
- J. Allowable overtime pay, shift differential and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

**5.15 Payment.** On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less, at the employee's option, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive an advance shall be made on 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 5.15, all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

**5.16 Pay Warrant Errors.** If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within 48 hours, exclusive of Saturdays, Sundays and Holidays from the time the department is made aware of and verifies that the pay warrant is in error.

Pay errors discovered by the County in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the two (2) year period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the Appointing Authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and a proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than one and one-half times (1-1/2) the length of time the overpayment occurred.

## **SECTION 6 – DAYS AND HOURS OF WORK**

**Effective October 1, 2008 – February 28, 2010.**

**6.1 Normal Workweek and Deviations.** The normal workweek of County employees is forty (40) hours between 12:01 a.m. Monday to 12:00 midnight Sunday, usually five (5) eight (8) hour days; however, where operational requirements of a department require deviations from the usual pattern of five (5) eight (8) hour days per workweek, an employee's work hours may be scheduled to meet these requirements, but his 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.

**6.2 Staggered Work Schedule.** The Department of Employment and Human Services shall continue to operate a staggered work schedule plan. Office hours shall remain open to the public from 8:00 a.m. to 5:00 p.m. Monday through Friday. Permanent full-time employees shall have the option to select, subject to prior approval of the department, an eight (8) hour day, forty (40) hour workweek schedule consisting of work hours which may be other than the normal 8:00 a.m. to 5:00 p.m. or 4:30 p.m. work schedule. The following shall serve as the basic criteria for the staggered shift:

- A. All employees must be present at their office or otherwise engaged in the duties of their position during the core hours of 10:00 a.m. and 3:30 p.m.
- B. Work schedules must remain within the hours of 7:00 a.m. and 7:00 p.m.
- C. The selected staggered work schedule shall consist of the same hours of work each day except for when a schedule including one varying eight (8) hour workday is necessary to provide "officer of the day" coverage or for other specific circumstances in which the department determines that such a varying schedule is appropriate. The decision of the Department Head or designee shall be final.
- D. Lunch periods of one (1) or one-half ( $1/2$ ) hour shall be scheduled. In the event that the employee desires to change the scheduled lunch hour from one (1) hour to one-half ( $1/2$ ) hour, or from one-half ( $1/2$ ) hour to one (1) hour, that change must be approved in advance by the Department Head or designee. Lunch periods shall be taken within one (1) hour of the midpoint of the employee's scheduled workday.
- E. Each work unit designated by placement under a single line supervisor shall have at least one line worker in the office during the hours of 8:00 a.m. to 5:00 p.m. Each such unit shall also have at least one additional line worker in the office or otherwise engaged in the duties of their positions during the hours of 8:00 a.m. and 4:30 p.m. There are two (2) situations in which exceptions may be made to these minimum coverage provisions. Units which are placed under a single supervisor but which are split between two (2) or more buildings may be clustered with another unit of a like program function in the immediate work areas of the same building for the purpose of maintaining minimum coverage during the time period between 4:30 p.m. and 5:00 p.m. A unit of three (3) or fewer workers may be clustered with another unit of a like program function in the immediate work area for purpose of maintaining minimum coverage, provided that the total number of workers in the units so clustered shall not exceed eight (8).

- F. Each employee's proposed staggered schedule must be submitted in writing and approved by the Department Head or designee prior to implementation.
- G. Changes in staggered schedules shall be requested in writing and must have the approval of the Department Head or designee prior to implementation.
- H. Conflicting requests for schedules shall be resolved by the Department Head whose decision shall be final.
- I. In the event coverage within a location becomes temporarily reduced as a result of scheduling revisions or absenteeism, employees will be expected to assure that the necessary functions are performed, particularly the answering of telephones.
- J. It is understood that an individual employee's schedule may be changed due to the needs of the department.
- K. In the event this staggered scheduling provision is found by the department to be inconsistent with the needs of the department, the department shall so advise representatives of Local 535 and the County and the Union shall meet and confer in an attempt to resolve the inconsistency.

**6.3 9/80 Schedules.** The practice within the Department of Employment and Human Services governing the authorization for certain employees to work a schedule of eight (8) nine (9) hour days and one (1) eight (8) hour day in a two (2) week scheduling period shall continue, unless the parties mutually agree to changes in such practice.

**6.4 4/10 Schedule.** The Department of Employment and Human Services will implement a 4/10 work schedule in accordance with Labor-Management Committee finalized guidelines. The Department will meet and confer to discuss the impact of any unit exclusions from the 4/10 work schedule.

## **NEW SECTION 6 – DAYS AND HOURS OF WORK**

**Effective on March 1, 2010.**

### **6.1 Definitions**

**A. Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

**B. Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.

**C. Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.

**D. 4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.

**E. 9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.

**F. Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules:** For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

**G. Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).

**H. Workweek for Twenty Four Hour (24) Facility Employees:** For employees who work in a twenty-four (24) hour facility in the **Health Services Department** and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

**6.2 Staggered Work Schedule.** The Department of Employment and Human Services shall continue to operate a staggered work schedule plan. Office hours shall remain open to the public from 8:00 a.m. to 5:00 p.m. Monday through Friday. Permanent full-time employees shall have the option to select, subject to prior approval of the department, an eight (8) hour day, forty (40) hour workweek schedule consisting of work hours which may be other than the normal 8:00 a.m. to 5:00 p.m. or 4:30 p.m. work schedule. The following shall serve as the basic criteria for the staggered shift:

- A. All employees must be present at their office or otherwise engaged in the duties of their position during the core hours of 10:00 a.m. and 3:30 p.m.

- B. Work schedules must remain within the hours of 7:00 a.m. and 7:00 p.m.
- C. The selected staggered work schedule shall consist of the same hours of work each day except for when a schedule including one varying eight (8) hour workday is necessary to provide "officer of the day" coverage or for other specific circumstances in which the department determines that such a varying schedule is appropriate. The decision of the Department Head or designee shall be final.
- D. Lunch periods of one (1) or one-half (1/2) hour shall be scheduled. In the event that the employee desires to change the scheduled lunch hour from one (1) hour to one-half (1/2) hour, or from one-half (1/2) hour to one (1) hour, that change must be approved in advance by the Department Head or designee. Lunch periods shall be taken within one (1) hour of the midpoint of the employee's scheduled workday.
- E. Each work unit designated by placement under a single line supervisor shall have at least one line worker in the office during the hours of 8:00 a.m. to 5:00 p.m. Each such unit shall also have at least one additional line worker in the office or otherwise engaged in the duties of their positions during the hours of 8:00 a.m. and 4:30 p.m. There are two (2) situations in which exceptions may be made to these minimum coverage provisions. Units which are placed under a single supervisor but which are split between two (2) or more buildings may be clustered with another unit of a like program function in the immediate work areas of the same building for the purpose of maintaining minimum coverage during the time period between 4:30 p.m. and 5:00 p.m. A unit of three (3) or fewer workers may be clustered with another unit of a like program function in the immediate work area for purpose of maintaining minimum coverage, provided that the total number of workers in the units so clustered shall not exceed eight (8).
- F. Each employee's proposed staggered schedule must be submitted in writing and approved by the Department Head or designee prior to implementation.
- G. Changes in staggered schedules shall be requested in writing and must have the approval of the Department Head or designee prior to implementation.
- H. Conflicting requests for schedules shall be resolved by the Department Head whose decision shall be final.
- I. In the event coverage within a location becomes temporarily reduced as a result of scheduling revisions or absenteeism, employees will be expected to assure that the necessary functions are performed, particularly the answering of telephones.
- J. It is understood that an individual employee's schedule may be changed due to the needs of the department.

- K. In the event this staggered scheduling provision is found by the department to be inconsistent with the needs of the department, the department shall so advise representatives of Local 1021 and the County and the Union shall meet and confer in an attempt to resolve the inconsistency.

### **SECTION 7 – PAID PERSONAL LEAVE**

Effective January 1, 1997, employees in the Social Services First-Line Supervisors Unit will be credited with fifty (50) hours of paid personal leave to recognize the fact that these employees do not and will not receive payment for overtime. Said fifty (50) hours must be used during the calendar year in which credited and may not be carried forward. This paid personal leave is separate from paid vacation and will be accounted for accordingly. Upon separation from County service, there shall be no payoff of unused personal leave credits. Administration of paid personal leave shall be administered in accordance with provisions of Administrative Bulletin 323.

### **SECTION 8 – CALL BACK TIME**

If approved by the County Administrator's Office, any employee assigned to the Emergency Response Program who is called back to duty shall be paid time and one-half for the actual time worked plus one (1) hour. Such employee called back shall be paid a minimum of two (2) hours at time and one-half for each call back.

### **SECTION 9 – ON-CALL DUTY**

If approved by the County Administrator's Office, 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. Any employee assigned to the Emergency Response Program who is assigned to on-call time shall be paid one (1) hour of straight time credit for each four (4) hours on such on-call time.

Those positions which are on-call shall be designated by the appointing authority whose decision is final. Assignment to an on-call position shall be in accordance with Section 38 – Staffing Allocations and Reassignments.

### **SECTION 10 – SHIFT DIFFERENTIAL**

In the hours which qualify for shift differential, employees shall receive five percent (5%) above their base salary rate.

To qualify for shift differential, an employee must have a regularly assigned daily work schedule which requires:

- A. Completion of more than one and one-half (1-1/2) hours over the normal actual working time; or
- B. At least four (4) hours of actual working time from 5:00 p.m. through 9:00 a.m. inclusive.

However, employees who have been regularly working a shift qualifying for shift differential immediately preceding the commencement of a vacation, paid sick leave period, paid disability or other paid leave, will have shift differential included in computing the pay for their leave. The paid leave of an employee who is on a rotating shift schedule shall include the shift differential that would have been received had the employee worked the shift for which the employee was scheduled during such period.

Shift differential shall only be paid during paid sick leave and paid disability as provided above for the first thirty (30) calendar days of each absence.

## **SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT**

**11.1 Workforce Reduction.** In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the union and take the following actions:

- a. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- b. Advise employees in those classifications that position reductions may occur in their classifications.
- c. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- d. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.
- e. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- f. Review various alternatives which will help mitigate the impact of



the layoff by working through the Tactical Employment Team (TET) program to:

1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
  2. Determine if there are other positions to which employees may be transferred.
  3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
  4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- g. When it appears to the Department Head and/or Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Manager shall notify the Union of the possibility of such layoffs and shall meet and confer with the Union regarding the implementation of the action.

#### **11.2 Separation Through Layoff.**

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).
- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
1. In the Same Class. A laid off permanent full-time employee may displace an employee in the department having less seniority in the same class who occupies permanent intermittent or permanent part-time position, the least senior employee being displaced first.
  2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and

in the class an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

D. Particular Rules on Displacing.

1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority 1) in the same class as provided in Section 11.2.C.1 or, 2) in a class of the same or lower salary level as provided in Section 11.2.C.2 if no full-time employee in a class at the same or lower salary level has less seniority than the displacing employees.
3. Former permanent full-time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Human Resources Director or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

- E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent of the former class, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class.

Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the employee's layoff eligibility.

Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties

- in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.
- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced demoted, or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff & Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of four (4) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.
- J. Removal of Names from Layoff Lists. The Human Resources Director may remove the name of any eligible from a layoff list for any reason listed below:

1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
2. On evidence that the eligible cannot be located by postal authorities.
3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible.

A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.

5. If the eligible fails to respond to the Human Resources Director or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.

If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.

- K. Removal of Names from Reemployment and Layoff Certifications. The Human Resources Director may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

**11.3 Notice.** The County will give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

**11.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a

layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

Employees in the TET employment pool shall be guaranteed a job interview for any vacant funded position for which they meet minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

**11.5 Reassignment of Laid Off Employees.** Employees who displaced within the same classification from full-time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

**11.6 Special Layoff Provisions.**

- A. Prior to the layoff of permanent full time employee(s) in any classification of a department, the department will release the same number of temporary employees in that classification and department as the number of permanent employees identified for layoff.
- B. Effective January 1, 2010, employees may transfer, in lieu of layoff and without exhausting their displacement rights within their original department, to a position in another department, in the same classification (job code), only if the position in the other department is vacant, funded, already been granted a waiver from a hiring freeze, if any, and a personnel request pursuant to Part 7 of the Personnel Management Regulations to fill that position has been submitted to the Human Resources Department.
- C. Effective January 1, 2010, employees who are laid off and who meet the criteria set forth in subsections 1 through 4, below, may utilize 75% of their seniority to displace the employee having less seniority in the same class in a different department, the least senior employee being displaced first, and so on.

1. The laid off employee must hold a position in one of the following classifications:

	<u><b>Job Code</b></u>
Cook	1KWA
Lead Cook	1KTA
Custodian	GK7A, GKWB
Clerk Specialist	JWXD
Clerk Senior	JWXC
Clerk Experienced	JWXB
Clerk Beginning	JWXA, JWXE
Driver Clerk	9QWA
Eligibility Work Specialist	XHTB

2. The laid off employee must first exhaust all displacement rights in the employee's department.
  3. The laid off employee must have at least four (4) years of seniority in his/her current classification.
  4. The laid off employee must meet any additional requirements of the position in the new department, e.g. pass a background investigation or possess a license or certification.
- D. The displacement process set forth in Section 11.6 C. will be implemented in accordance with Section 11.2 C. and D.
- E. A reduction in hours does not constitute a layoff for purposes of subsection C. of Section 11.6.
- F. In the event of ties in seniority rights, such ties will be broken by length of last continuous permanent County employment. If there remain ties in seniority, such ties will be broken by random selection among the employees involved.
- G. Each employee who exercises his/her rights set forth in subsections B. and C. of Section 11.6 must serve a 90-day probationary period in the new department. Any employee who fails to successfully complete this probationary period will be placed on the layoff list for their original displacement class.

**The provisions of Section 11.6 expire on June 29, 2013.**

## **SECTION 12 HOLIDAYS**

**Effective October 1, 2008 – February 28, 2010.**

- 12.1 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. Martin Luther King, Jr. Day  
 Third Monday in February, known as Presidents' Day  
 The last Monday in May, known as Memorial Day  
 July 4th, known as Independence Day  
 First Monday in September, known as Labor Day  
 November 11th, known as Veterans' Day  
 Fourth Thursday in November, known as Thanksgiving Day  
 The Friday after Thanksgiving  
 December 25th, known as Christmas Day

Such other days as the Board of Supervisors may by resolution designate as holidays.

- B. Each full-time employee shall accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (6 minutes), and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit.
- C. Permanent part-time employees shall receive personal holiday credit in the same ratio to the personal 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.
- D. Employees shall accrue their personal holiday credit during months they are in pay status provided however that no employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any unused personal credits at the employee's then current pay rate.
- E. Employees in positions which work around the clock shall continue to celebrate Admission Day, Columbus Day, and Lincoln's Birthday.

**12.2 Observation of Holidays Falling on Saturday or Sunday.** If any holiday listed in Section 12.1.A above falls on a Saturday, it shall be observed on the preceding Friday. If any holiday listed in Section 12.1.A falls on a Sunday, it shall be observed on the following Monday.

## **SECTION 12 HOLIDAYS**

**Effective on March 1, 2010.**

**12.1 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. Martin Luther King, Jr. Day  
 Third Monday in February, known as Presidents' Day  
 The last Monday in May, known as Memorial Day  
 July 4th, known as Independence Day  
 First Monday in September, known as Labor Day  
 November 11th, known as Veterans' Day  
 Fourth Thursday in November, known as Thanksgiving Day  
 The Friday after Thanksgiving  
 December 25th, known as Christmas Day

Such other days as the Board of Supervisors may by resolution designate as holidays.

- B. Effective January 1, 2012, each full-time employee will accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth hour (6 minutes), and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit.
- C. Employees will accrue their personal holiday credit during months they are in pay status provided however that no employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal credits at the employee's then current pay rate
- D. Effective January 1, 2012, employees who work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1A, observe Admission day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

## **12.2- Holiday is Not Worked**

- A. **Holidays Observed – Full time Employees:** Full time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday (eight (8) hours off), without a reduction in pay, whenever a holiday is observed by the County. 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. **Holiday Observed in Excess of Eight (8) hours:** When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.
- C. **Holidays Observed – Part time Employees:** Part time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday in the same ratio as the number of hours the part time employee's weekly schedule bears to forty (40) hours, without a reduction in pay, whenever a holiday is observed by the County.
- D. **Holiday on Regular Day Off of Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules:** When a holiday is observed by the County on the regularly scheduled day off of a full-time employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours flexible compensatory time or pay at the rate of 1.0 times his/her base rate of pay in recognition of his/her regularly scheduled day off.

### 12.3 - **Holiday and Compensatory Time Provisions**

- A. **Maximum Accruals of Holiday Comp Time:** Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- B. **Pay Off of Holiday Comp Time:** Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer assignment, or promotion or demotion into a position that is not eligible for holiday compensatory time.
- C. **Maximum Accruals of Flexible Compensatory Time:** Flexible

compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.

- D. Pay Off of Flexible Comp Time:** Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer assignment, or promotion or demotion into a position that is not eligible for flexible compensatory time.

**12.4 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.

**12.5 Automated Time Keeping:** The Union will continue to meet and confer with the County regarding implementation of an Automated Time Keeping system for all County employees.

## **SECTION 13 – VACATION LEAVE**

**13.1 Vacation Allowance.** Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.6 – Compensation for Portion of Month of this MOU. Vacation credits may be taken in 1/10 hour (6 minute) increments. Vacation 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.

Vacation Leave on Reemployment From a Layoff List. Employees with six (6) months or more service in a permanent position prior to their layoff, who are employed from a layoff list, shall be considered as having completed six months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate Payroll system override actions can be taken.

**13.2 Vacation Accrual Rates.**

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 15 years	10	240
15 through 19 years	13 1/3	320
20 through 24 years	16 2/3	400
25 through 29 years	20	480
30 years and up	23 1/3	560

Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a pro-rata basis as provided in Section 36-1.006 of Board Resolution No. 81/1165.

**A. Vacation Accrual Increases for Employees Hired on and before June 30, 2009:**

**Employees with a first of the month Service Award Date:** Each employee with a Service Award Date that is on the first day of a month is eligible to accrue increased vacation hours on his/her Service Award Date.

***Example:***

1. The employee's Service Award Date is January 1, 1988.
2. The employee reaches 20 years of service on January 1, 2008.
3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

**Employees NOT with a first of the month Service Award Date:** Each employee whose Service Award Date is NOT on the first day of a month is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

***Example Two:***

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

**B. Vacation Accrual Increases for Employees Hired on and after July 1, 2009:**

Each employee hired on and after July 1, 2009 is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

**Example One:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reached 20 years of service on January 1, 2008.
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008, pay warrant.

**Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.

- C. Service Award Date Defined:** An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment. Employees who are separated and rehired with the County will have their Service Award Date adjusted in accordance with Section 16.2 of the Salary Regulations.

**13.3 Vacation Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit

during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

**13.4 Vacation Allowance for Separated Employees.** On separation from County service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

**13.5 Vacation Preference.** Preference of vacation shall be given to employees according to their seniority in their department as much as is reasonably possible.

## **SECTION 14 – SICK LEAVE**

**14.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

**14.2 Credits to and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minutes) increments.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be cancelled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of lay off eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one (1) day of retirement service credit for each day of accumulated sick leave credit.

**14.3 Policies Governing the Use of Paid Sick Leave.** As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

Immediate Family means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother,

stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

Employee means any person employed by Contra Costa County in an allocated position in the County service.

Paid Sick Leave Credits means those sick leave credits provided for by County Salary Regulations and memoranda of understanding.

Condition/Reason. With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  - 1. An application for retirement due to disability has been filed with the Retirement Board.
  - 2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  - 3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.

- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  3. Except as set forth in Section 14.3 H Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- E. Medical and Dental Appointments. An employee may use paid sick leave credits:
1. For working time used in keeping medical and dental appointments for the employee's own care; and
  2. For working time used by an employee for prescheduled medical and dental appointments for an immediate family member.
- F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate, may be

authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

- H. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
- I. Accumulated paid sick leave credits may not be used in the following situations:
  - 1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  - 2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**14.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the Department Head. The following procedures apply:

- A. Employee Responsibilities.
  - 1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
  - 2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
  - 3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
  - 4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.
- B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.



Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The Department Head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.A.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department Heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Director of Human Resources or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

#### **14.5 Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed

- an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employee's paid time, a physical, medical examination by a licensed physician and/or psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two (2) weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (A) or (B) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
1. a statement of the leave of absence or suspension proposed;
  2. the proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee;
  3. a statement of the basis upon which the action is being taken;

4. a statement that the employee may review the materials upon which the action is taken;
  5. a statement that the employee has until a specified date (not less than seven (7) workdays from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) workdays to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Director of Human Resources to the Merit Board. Alternatively, the employee may file a written election with the Director of Human Resources waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
1. the physical or mental health condition cited by the appointing authority does not exist, or
  2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Director of Human Resources to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.

- L. If the appeal is to a Disability Review Arbitrator, the employee (and his/her representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

**Scope of the Arbitrator's Review.**

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
  2. The arbitrator may make his/her decision based only on evidence submitted by the County and the employee.
  3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
  4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.
- M. It is understood that the benefits specified in Section 14 – Sick Leave and Section 15 – Workers' Compensation shall be coordinated with the rehabilitation program as determined by the labor-management committee.
- N. No employee who has been granted a leave without pay or unpaid military leave shall accrue any sick leave credits during the time of such leave, nor shall an employee who is absent without pay accrue sick leave credits during the absence.

**SECTION 15 – WORKERS' COMPENSATION AND CONTINUING PAY**

**15.1 Workers' Compensation.** A permanent employee shall continue to receive the appropriate percent of regular monthly salary, for all accepted claims filed before January 1, 2000, during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 87% to 86%. For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%). If Workers' Compensation becomes

taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.

- A. Waiting Period. Employees who leave work as a result of an on-the-job injury will have the balance of that day charged to continuing pay, sick leave and/or vacation accruals. This will be considered as the last day worked for purposes of determining Workers' Compensation benefits.

A permanent employee shall receive the authorized percentage of regular salary during any period of compensable temporary disability absence. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes permanent, the salary provided in this Section shall terminate. The employee shall return to the County all temporary disability payments received by him/her from any County funded wage replacement program. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which salary payments are made.

The maximum period for the described salary continuation for any one injury or illness shall be one year from the date of temporary disability.

- B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. All continuing pay under the Workers' Compensation Program will be cleared through the County Administrator's Office, Risk Management Division. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is

declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws.

- C. Full Pay Beyond One (1) Year. If an injured employee remains eligible for temporary disability beyond one (1) year, the authorized salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- D. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive his/her applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.
- E. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

**15.2 Method of Integration.** An employee's sick leave and/or vacation charges shall be calculated as follows:

$$C = 8 [1 - (W \div S)]$$

C = Sick leave or vacation charge per day (in hours)

W = Statutory Workers' Compensation for a month

S = Monthly salary

**15.3 State Disability.** Effective July 1, 1994, the County will begin a six-month pilot program for employees eligible for State Disability benefits. At the end of the six (6) month pilot program, the County will meet and confer to evaluate whether the plan will be continued. Employees eligible for SDI benefits will be required to make application for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

**15.4 General Provisions.** The California SDI program provides disability benefits beginning on the eighth (8th) calendar day of a qualifying disability unless the

employee is hospitalized. Upon hospitalization, benefits can be payable from the first day of the disability. If the disability exceeds fourteen (14) calendar days, benefits can be payable from the first day of the disability. The maximum period of state disability payments is up to one year. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California.

Integration means that employees will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off on SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of hospitalization in a timely manner in order for the department to make appropriate integration adjustments.

State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used. These accruals may be used only to the extent that total payments do not exceed the employee's base monthly salary.

**15.5 Procedures.** Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the department shall automatically use 0.1 hour of sick leave per month for the duration of their SDI benefit.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates. An employee may use any other accruals without reference to or integration with the SDI benefit.

When the SDI benefit is exhausted, sick leave integration terminates. Then the employee may use sick leave or other accruals.

Employees with no sick leave balance at the beginning of the disability integration period may use any other accruals without reference to or integration with the SDI benefit.

Employees whose SDI claims are denied must present a copy of their claim denial to their department. The department will then authorize use of unused sick leave and shall authorize the use of other accruals as appropriate.

Employees may contact the Human Resources Department, Benefits Division, for assistance in resolving problems.

**15.6 Method of Integration.** Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.

The amount of sick leave charged each employee will be calculated in the following manner:

The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.

For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration.

The formula for full-time employees' sick leave integration charges is shown below:

$L = [(S-D) \div S] \times 8$   
S = Employee Base Monthly Salary  
H = Estimated Highest Quarter (3-mos) Earnings [ $H = S \times 3$ ]  
W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table  
C = Calendar Days in each Month  
D = Estimated Monthly SDI Benefit [ $D = (W \div 7) \times C$ ]  
L = Sick Leave Charged per Day

Permanent part-time, permanent-intermittent employees, and those full-time employees working a light/limited duty reduced schedule program shall have their sick leave integration adjusted accordingly.

**15.7 Definition.** "Base Monthly Salary" for purposes of sick leave integration is defined as the salary amount for the employee's step on the salary schedule for the employee's permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

**15.8 Conversion to the New SDI Program.** For all employees receiving SDI benefits prior to July 1, 1994, conversion to the new SDI program operated by departmental payroll staff will be coordinated by the Human Resources Department, Benefits Division.

All employee SDI benefit checks received in the Human Resources Department and signed over to the County by June 30, 1994, will be deposited and used to buy back the employee's sick leave, with sick leave credits appearing on the July 10th pay warrants insofar as possible.



All Employee SDI benefit checks received, but not signed over to the County, by June 30, 1994, will be returned to the employee. All employee SDI benefit checks received after June 30, 1994, will be returned to the employee. In both these situations, no sick leave buy back will be made, regardless of the calendar period to which the benefit checks pertain. Program transfer to departmental payroll staff will be effective July 1, 1994 for the month of July with the first computation of SDI benefits and integration with sick leave under the new program made on the August 10, 1994 pay warrants covering the July 1994 payroll period.

## **SECTION 16 – CATASTROPHIC LEAVE BANK**

**16.1 Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

### **16.2 Operation.**

- A. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requestor basis.
- B. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

- C. To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.
- D. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
- E. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.
- F. Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.
- G. No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.
- H. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.
- I. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

**SECTION 17 – LEAVE OF ABSENCE**

**17.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; 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.

**17.2 General Administration - Leaves of Absence.** Requests for leaves of absence without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
  - 1. Illness, disability or serious health condition;
  - 2. pregnancy or pregnancy disability;
  - 3. family care;
  - 4. to take a course of study such as will increase the employee's usefulness on return to the position;
  - 5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 17.5 below.
- E. 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 return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.

- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority 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.

**17.3 Furlough Days Without Pay.** The existing VTO program shall be continued for the life of the contract.

**17.4 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for such service during mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

**17.5 Family Care Leave or Medical Leave.** Upon request to the appointing authority, in a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave (less if so requested by the employee) for:

- A. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- B. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

**17.6 Medical Certification.** The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

**17.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

**17.8 Aggregate Use for Spouse.** In the situation where husband and wife are both employed by the County, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month period measured backward from the date an employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

**17.9 Definitions.** For medical and family care leaves of absence under this section, the following definitions apply:

- A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. Spouse: A partner in marriage as defined in California Civil Code Section 4100.

- D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- F. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. an estimate of the amount of time which the employee needs to render care or supervision;
  4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
  5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- G. Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. a statement that the employee is unable to perform the functions of the employee's job;
  4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

- H. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

**17.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.d - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

**17.11 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 17.6 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 17.12. 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.

**17.12 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration under Section 15.5 or as provided in the sections below.
- B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. Leave of Absence/Long-Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B

herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.

- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

**17.13 Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Seniority, Workforce Reduction, Layoff, and Reassignment shall apply.

**17.14 Leave of Absence Return.** In the Department of Employment and Human Services an employee shall have the right to return to the same class, building, and assignment (position control number) if the return to work is within eighty-nine (89) consecutive days from the initial date the employee started leave of absence. At such time the leave of absence is approved by the Appointing Authority, the Department shall notify the employee of the final date by which he/she shall return to be assigned to the same position control number.

**17.15 Reinstatement From Family Care Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) workdays 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 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.

**17.16 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.



**17.17 Unauthorized Absence.** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

**17.18 Non-Exclusivity.** Other MOU language on this subject, not in conflict, shall remain in effect.

**17.19 Time Off to Vote.** Employees represented by the Union who do not have sufficient time outside of working hours to vote at a statewide election, may, without loss of pay, take off enough working time which will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift.

Any employee seeking time off to vote under the provisions of this Section must submit a written request at least two (2) working days in advance to his or her immediate supervisor stating the following: name; job classification; department; a statement "I am a registered voter"; geographic location and address of the employee's polling place; amount of time requested and whether it is to be at the beginning or end of the employee's regular workday; and a clear statement as to why the employee is unable to vote during the regular hours that the polls are open.

## **SECTION 18 – JURY DUTY AND WITNESS DUTY**

**18.1 Jury Duty.** For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities.

Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

If summoned for jury duty in a Superior, or Federal Court, or a 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 Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:

1. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.
2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.

Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.

An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise. Participants in 9/80 or 4/10 work schedules will not receive overtime or compensatory time credit for jury duty on their scheduled days off.

Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

**18.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them (other than mileage allowances) or they make take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in Section 18.1 above. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

**SECTION 19 - HEALTH, LIFE & DENTAL CARE**

**19.1 Health Plan Coverages.** The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

- a. Contra Costa Health Plans (CCHP)
- b. Kaiser Permanente Health Plan
- c. Health Net
- d. Delta Dental
- e. DeltaCare (PMI)

Employee Co-pays for these plans are shown on Attachment C.

**19.2 Monthly Premium Subsidy:**

A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

1. Contra Costa Health Plans (CCHP), Plan A  
Single: \$ 509.92  
Family: \$1,214.90
2. Contra Costa Health Plans (CCHP), Plan B  
Single: \$528.50  
Family: \$1,255.79
3. Kaiser Permanente Health Plan  
Single: \$478.91  
Family: \$1,115.84
4. Health Net HMO  
Single: \$627.79  
Family: \$1,540.02
5. Health Net PPO  
Single: \$604.60  
Family: \$1,436.25
6. Delta Dental with CCHP A or B  
Single: \$41.17  
Family: \$93.00
7. Delta Dental with Kaiser or Health Net

Single: \$34.02  
Family: \$76.77

8. Delta Dental without a Health Plan  
Single: \$43.35  
Family: \$97.81
9. DeltaCare (PMI) with CCHP A or B  
Single: \$25.41  
Family: \$54.91
10. DeltaCare (PMI) with Kaiser or Health Net  
Single: \$21.31  
Family: \$46.05
11. DeltaCare (PMI) without a Health Plan  
Single: \$27.31  
Family: \$59.03

B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.

C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

### **19.3      Retirement Coverage:**

- A. Upon Retirement:
  1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 19.2 for eligible retirees and their eligible family members.
  2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.
- B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
  2. Life insurance coverage is not included.
  3. To continue health and dental coverage, the employee must:
    - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
    - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
    - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
    - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
  4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-

Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
  6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
  7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer.
- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections A and B, above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 19.3 subparts A, B, and C and upon retirement and for the term of this Agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 19.3 only, "eligible family members" does not include Survivors of employees or retirees.

**19.4 Health Plan Coverages and Provisions:** The following provisions are applicable regarding County Health and Dental Plan participation:

- A. Health, Dental and Life Participation by Other Employees: Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
- B. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

**19.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

**A. Health Insurance**

- 1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's child to age 26
  - d. Employee's Disabled Child who is:
    - (1) over age 26,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
- 2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

**B. Dental Insurance**

- 1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) Under age 19; or

- (2) Age 19, or above, but under age 24; and,
    - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
    - ii. Receives at least 50% of support from Employee; and,
    - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - d. Employee's Disabled Child who is:
    - (1) Over age 19,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
- 2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

#### **19.6 Dual Coverage:**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. All dependents, as defined in Section 19.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this Section 19.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

**19.7 Life Insurance Benefit Under Health and Dental Plans:** For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

**19.8 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this Agreement, employees may subscribe voluntarily and at their own



expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

**19.9 Health Care Spending Account.** After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee

**19.10 PERS Long-Term Care:** The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

**19.11 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**19.12 Premium Conversion Plan:** The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

**19.13 Prevailing Section:** To the extent that any provision of this Section (Section 19 Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 19 - Health, Life & Dental Care) will prevail.

**19.14 Rate Information.** The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and

departments information about rate changes as they occur during the year.

**19.15 Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

**19.16 Coverage During Absences**

Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

**19.17 Child Care.** The County will continue to support the concept of non-profit child care facilities similar to the "Kid's at Work" program established in the Public Works Department

**SECTION 20 – PROBATIONARY PERIOD**

**20.1 Duration.** All appointments from officially promulgated employment lists for original entrance or promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be from nine (9) months to two (2) years duration. For promotional appointments, the probation period shall be from six (6) months to two (2) years duration.

**20.2 Classes With Probation Periods Over Six/Nine Months.** Listed below are those classes represented by the Union which have probation periods in excess of nine (9) months for original entrance appointments and six (6) months for promotional appointments: None.

**20.3 Revised Probationary Period.** When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

**20.4 Criteria.** The probationary period shall commence from the date of appointment. It shall not include time served in provisional or temporary appointments or any period of continuous unpaid absence exceeding fifteen (15) calendar days, except as otherwise provided by law.

For those employees appointed to permanent-intermittent positions with a nine (9) months probation period, probation will be considered completed upon serving fifteen hundred (1,500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full-time, credit toward probation completion in the full-time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

**20.5 Rejection During Probation.** An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

- A. Appeal from rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political or religious affiliations or opinions, Union activities, or race, color, national origin, sex, age, disability or sexual orientation.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection A and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7th) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection A, it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

**20.6 Regular Appointment.** The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum, without notice and without right of appeal or hearing, except as provided in Section 20.5.A.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Director of Human Resources whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

**20.7 Layoff During Probation.** An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation.

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

**20.8 Rejection During Probation of Layoff Employee.** An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

## **SECTION 21 – PROMOTION**

**21.1 Competitive Exam.** Promotion shall be by competitive examination unless otherwise provided in this MOU.

**21.2 Promotion Policy.** The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

**21.3 Open Exam.** If an examination for one of the classes represented by the Union is proposed to be announced on an open only basis, the Director of Human Resources shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Union to discuss the reasons for such open announcement.

**21.4 Promotion via Reclassification Without Examination.** Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified at the request of the appointing authority and under the following conditions:

- A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- B. The incumbent of the position must have performed at the higher level for one (1) year.
- C. The incumbent must meet the minimum education and experience requirements for the higher class.
- D. The action must have approval of the Director of Human Resources.
- E. The Union approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

**21.5 Requirements for Promotional Standing.** In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

**21.6 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one-hundredths of one (.05) percent for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the

final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

**21.7 Physical Examination.** County employees who are required, as part of the promotional examination process to take a physical examination, shall do so on County time at County expense.

## **SECTION 22 – TRANSFER**

**22.1 Transfer Conditions.** The following conditions are required in order to qualify for transfer:

- A. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure;
- B. the employee shall have permanent status in the merit system and shall be in good standing;
- C. the appointing authority or authorities involved in the transaction shall have indicated their agreement in writing;
- D. the employee concerned shall have indicated agreement to the change in writing;
- E. the Director of Human Resources shall have approved the change.

Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

**22.2 Transfer Without Examination.** With the approval of the appropriate appointing authority/authorities and the consent of the employee, the Director of Human Resources may transfer an employee from one job classification to another job classification without examination under the following conditions:

- A. the duties and responsibilities of the position from which the employee is being transferred are within the occupational area or directly associated with the duties and responsibilities of the position to which the employee is being transferred.
- B. the employee must possess the minimum qualifications for the job classification to which the employee is being transferred.

- C. the employee must serve the probationary period required for the classification into which the employee is being transferred.
- D. an employee rejected during the probationary period or who resigns during the probationary period for other than disciplinary reasons shall have the right at that time to be restored to a position in the classification in the department from which the employee was transferred.

The Director of Human Resources, upon request, will provide written justification for invoking this section.

**22.3 Transfer Policy.** Any employee or appointing authority who desires to initiate a transfer may inform the Director of Human Resources in writing of such desire stating the reasons therefore. The Director of Human Resources shall, if he or she considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

**22.4 Miscellaneous Assignments.**

- A. Vacancies which do not involve the supervision of Social Casework Specialists, or are not covered by Section 38.g, shall be open for bid to all employees covered by this agreement in accordance with provisions of Section 35 - Performance Evaluation.
- B. When an employee covered by this agreement is appointed to an out of class appointment to a position outside of this bargaining unit, but within the Department, and such appointment is due to the lack of an eligible list, the Department shall request County Human Resources to schedule an examination for said classification except where extenuating circumstances exist.
- C. Social Work Supervisors II with Emergency response experience will be given primary consideration in assigning substitute supervisors to the after-hours Emergency Response Program. All such Social Work Supervisors II will be given the opportunity annually to be placed on the substitute supervisor list in order to be eligible to receive overtime pay for the after-hours Emergency Response Program.

**SECTION 23 – RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to

the employee and to the Human Resources Department and shall indicate the effective date of termination.

**23.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period, up to four (4) weeks, for a specific reason, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

**23.2 Constructive Resignation.** A constructive resignation occurs and is effective when:

- A. An employee has been absent from duty for five (5) consecutive working days without leave; and
- B. five (5) more consecutive working days have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.
- C. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

**23.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

**23.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority, except that an oral resignation rescinded in writing by the end of the workday following the oral resignation will be accepted by the appointing authority.

**23.5 Coerced Resignations.**

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy on the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.



- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 25 – Grievance Procedure of the MOU beginning with Step 3.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

## **SECTION 24 – DISMISSAL, SUSPENSION AND DEMOTION**

**24.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, or demote any employee for cause. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, or demotion may be based on reasons other than those specifically mentioned:

- A. absence without leave,
- B. conviction of any criminal act involving moral turpitude,
- C. conduct tending to bring the merit system into disrepute,
- D. disorderly conduct,
- E. incompetence or inefficiency,
- F. insubordination,
- G. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises,
- H. neglect of duty, i.e. non-performance of assigned responsibilities,
- I. negligent or willful damage to public property or waste of public supplies or equipment,

- J. violation of any lawful or reasonable regulation or order given by a supervisor or Department Head,
- K. willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations,
- L. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
- M. misappropriation of County funds or property,
- N. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU,
- O. dishonesty or theft,
- P. excessive or unexcused absenteeism and/or tardiness,
- Q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

**24.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than three (3) work, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- C. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

In addition to the Notice of Proposed Action, the appointing authority will serve

the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action.

If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

In addition to the Order and Notice, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Order and Notice. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Order and Notice to his/her union, as authorized.

**Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in writing the period to respond. If the employee's response is not filed within seven (7) days or any extension, the right to respond is lost.

**24.3 Leave Pending Employee Response.** Pending response to a Notice of Proposed Action within the first seven (7) days, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

**24.4 Length of Suspension.** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

**24.5 Procedure on Dismissal, Suspension, or Disciplinary Demotion.**

- A. In any disciplinary action to dismiss, suspend, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements, where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U. S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, or demotion either to the Merit Board or through the procedures of Section 25 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Director of Human Resources within

ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 25 of this MOU.

**24.6 Employee Representation Rights.** The County recognizes an employee's right to representation during an investigatory interview or meeting that may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a Union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a Union representative can be present. For those interviews, which by nature of the incident must take place immediately, the Union will take reasonable steps to make a Union representative immediately available.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

## **SECTION 25 – GRIEVANCE PROCEDURE**

**25.1 Definition and Procedural Steps.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process. Grievances must be filed within thirty (30) days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

- A. Step 1. Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.
- B. Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) workdays 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 the grievant to the grievant's detriment, and the redress the grievant 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) workdays in which to respond to the grievance in writing.
- C. Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the

grievant may appeal in writing within ten (10) work days to the Director of Human Resources. The Director of Human Resources or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Director of Human Resources or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within twenty (20) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Director of Human Resources or designee will attempt to settle the grievance. In the event that the grievance is not settled, the Director of Human Resources or designee will provide written notice of that fact to the grievant, the union, and the Department within twenty (20) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

- D. Step 4. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed by the union within ten (10) workdays 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 to the Director of Human Resources or designee within seven (7) work days requesting referral to mediation (State Mediation and Conciliation Service) or an Adjustment Board. The mediation option is only available with the concurrence of the Human Resources Director or designee. The mediation option terminates on June 30, 2013, and does not continue beyond the expiration date of this MOU without express written agreement of the parties to continue the practice. The Adjustment Board will be comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of the Union presenting this grievance, and three (3) representatives of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff of an organization employed to represent the County in the meeting and conferring process. The Adjustment Board will convene on the second (2<sup>nd</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the Adjustment Board will be placed on the agenda for the next regular meeting. This step of the grievance procedure may be waived by the written mutual agreement of the parties.
- E. Step 5. If the parties are unable to reach a settlement or if an Adjustment Board is unable to arrive at a majority decision, either the Union or the County, whichever is the moving party, may require that the grievance be

referred to an impartial arbitrator who shall be designated by mutual agreement between the grievant and the Human Resources Director. Such request shall be submitted within twenty (20) work days of the rendering of the Adjustment Board decision or the completion of mediation. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the grievant and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

- 25.2 Expedited Board of Adjustment.** If the County and the filing Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspension, demotion or, reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and investigated processed in accordance with Step 3 of the Grievance Procedure and delivered to the Director of Human Resources within ten (10) work days of the date of the Step 3 written response by the Director of Human Resources or his/her designee. By agreement of the Union and the Director of Human Resources or his/her designee, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

Expedited Board of Adjustment (EBA)

- a. The EBA will be composed of two (2) Coalition Unions representatives from {Local 1, AFSCME 2700, AFSCME 512, SEIU 1021 and/or Western Council of Engineers}, no more than one (1) of whom may ~~will~~ be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Unions and the County will each appoint three (3) alternates who will serve as voting members of the Board if a member(s) is/are not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that Board member terms are staggered.

- b. The County and the Coalition Unions (hereafter “parties”) will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The arbitrator will serve a one year term; however, the Arbitrator may be replaced at any time by agreement between the Coalition Unions and the County. The arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by majority vote of the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- d. The Union filing the grievance and the County will each pay one-half (1/2) of the arbitrator’s fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

#### Procedures

- a. The EBA will convene on the fourth (4<sup>th</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement.
- b. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
- c. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
- d. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may, upon request of the Union or the County, waive this provision.
- e. Upon the request of the Union filing the grievance or the County, a continuance of a grievance will be granted until the next session.
- f. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings, unless the attorney is also a union business agent or Human Resources staff.

- g. Meetings will be convened at a central location agreed to by the Unions and the County.
- h. Materials to be presented at the EBA will not be shared with the Board members in advance of convening the Board.

The Expedited Board of Adjustment continues as a trial program expanded to apply to all Coalition Unions. The parties will continually assess the effectiveness of the program during the term of the MOU. The Expedited Board of Adjustment Program will terminate on June 30, 2013, and does not continue beyond this expiration date without the express written agreement of the parties to continue the program.

### **25.3 Scope of Adjustment Board, Arbitration Decisions, and Expedited Board of Adjustment.**

- A. Decisions of Adjustment Boards, arbitrators, and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Adjustment Board, arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and under such dispute falls within the definition of a grievance as set forth in Subsection 25.1 above.
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No Adjustment Board, arbitrator, or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the 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 arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.



**25.4 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

**25.5 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the 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 is next opened for such discussion. No adjustment shall be retroactive for more than two (2) years from the date upon which the complaint was filed.

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.

**25.6 Strike/Work Stoppage.** During the term of this MOU, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, or refuse to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

**25.7 Merit Board.**

- A. All grievances of employees in representation units represented by the Union shall be processed under Section 25 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under paragraph C, D and E of subsection 25.1 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.

**25.8 Filing by Union.** The Union may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

**25.9 Union Notification.** An official with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union in the grievance shall give the Union a copy of the grievance.

## **SECTION 26 – BILINGUAL PROVISIONS**

A salary differential of eighty dollars (\$80.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be prorated for employees working less than full time and/or who are on an unpaid leave of absence for a portion of any given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County.

Effective January 1, 2007, the current program differential shall be increased to a total of one hundred dollars (\$100.00) per month.

## **SECTION 27 – RETIREMENT CONTRIBUTION**

**27.1 Contribution.** Effective on January 1, 2012, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

### **27.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.**

- A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty years of age ("2% at 60"). 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 (36) 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 "Tier IV."

- B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.
- C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.
- D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to implement Tier IV. Draft language will be submitted to Coalition representatives and made the subject of the meet and confer process prior to introduction. The Union must support the legislation, in addition to the County.
- E. This Section does not apply to employees of the Contra Costa County Employees Retirement Association (CCCERA).

## **SECTION 28 – TRAINING REIMBURSEMENT**

The Department of Employment and Human Services shall establish an annually renewable training reimbursement fund in the amount of \$5,000 for the exclusive purpose of reimbursing employees covered by this agreement for the cost of tuition, fees, books, and other employee expenses incurred in the pursuit of work related education, continuing education, or work related graduate degree. Said fund shall replace the career development training reimbursement described in the County Administrative Bulletin on Training. Reimbursement under said fund will be limited to seven hundred fifty dollars (\$750) per year.

When authorized as operationally beneficial to the Department, up to fifty dollars (\$50) of the training reimbursement fund per calendar year per employee may be used toward conference attendance or related materials not covered in the Professional Development Allowance in Section 52.d. Reimbursement under the above limits for the cost of books for career development shall be allowable.

## **SECTION 29 – MILEAGE**

**29.1 Reimbursement Rate.** The mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.

**29.2 Regulations.** The County Administrator shall promulgate regulations covering these matters and the submission of account claims to the Auditor-Controller.

### **SECTION 30 – RESPITE LEAVE WITHOUT PAY**

All employees represented by Local 1021 shall be granted ten (10) days respite leave without pay per fiscal year. Such leave shall be taken in increments of one (1) full day (eight (8) hours) and shall be requested in writing. Conflicting requests for respite leave shall be resolved by the Department Head or designee with preference given to employees according to their seniority in the department, as reasonably as possible. Any balance in the ten (10) days respite leave which remains at the end of the fiscal year shall not be carried over into the next fiscal year.

### **SECTION 31 – CONSERVATORSHIP DIFFERENTIAL**

The County will continue to pay a conservatorship differential to any employee covered by this agreement who supervises one or more employees receiving such a conservatorship differential.

### **SECTION 32 – NOTICE OF NEW EMPLOYEES**

The County agrees to periodically mail to Social Services Union, Local 1021 a list of names, classifications, and the designation of permanent employment category of new employees appointed to classifications represented by Local 1021. Said periodic list will be mailed within forty-five (45) days of the end of each month.

### **SECTION 33 – PERSONNEL FILES**

A Department shall maintain only one official personnel file.

**33.1 Inspection.** Each employee, or an employee's representative so designated by written authorization of the employee, shall have the right to inspect and review the employee's personnel file upon request at reasonable times and for reasonable periods during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for their review. The custodian of records will certify that the copy is a true and correct copy of the original file.

**33.2 Inspection Exclusions.** Documentation in the personnel file relating to the investigation of a possible criminal offense, medical records which contain a physician's admonition that the employee not see such records, and information or letters of reference shall be specifically excluded from such inspection and review.

**33.3 Removal and Release of Material.** Pre-employment reference material shall be removed from the personnel file after one (1) year of continuous employment with the County.

Medical records may be released to qualified medical authorities upon execution of a written release by the employee and with the concurrence of the County's medical authorities.

**33.4 Copies.** An employee may request copies of other material contained in the personnel file. The employer shall bear the cost of the reproduction of copies.

- A. The County shall provide the employee with copies of all performance evaluation reports and letters of reprimand or warning or other negative material prior to the placement of such documents in the employee's departmental personnel file.
- B. A counseling memo placed in an employee's departmental personnel file which is not referenced in the employee's subsequent performance evaluation shall be removed from the employee's departmental personnel file upon the written request of the employee. If an employee is not evaluated when an annual performance is due, the employee may request through the Department Personnel Officer that a performance evaluation be completed. If an employee has not had a performance evaluation within eighteen (18) months subsequent to a counseling memo being placed in the employee's department personnel file, the counseling memo shall be removed from the employee's personnel file, provided that there has not been a subsequent counseling memo on the same subject in that period of time.
- C. Upon written request of the employee, copies of letters of reprimand or warning shall be sent to the Union.

**33.5 Employee Response.** The County shall afford the employee the opportunity to respond in writing to any information contained in their personnel file. Such response shall be included in the employee's personnel file.

## **SECTION 34 – COUNSELING**

Whenever an employee's job performance and/or conduct becomes less than satisfactory, counseling shall be provided by the employee's supervisor. Such counseling shall specifically state the unsatisfactory nature of the employee's performance and/or conduct and specific ways in which the employee can bring such performance and/or conduct up to the satisfactory level.

Said counseling shall be provided as soon as possible after the occurrence of the less than satisfactory performance and/or conduct. No adverse action shall be taken

by the County against any employee unless such counseling has been provided and time for improvement has been given.

The employee's supervisor shall prepare written documentation of such counseling and provide a copy of the documentation to the employee.

The foregoing shall not apply to probationary employees or in those cases where immediate disciplinary action is necessary.

If, after such a counseling session has occurred between a supervisor and employee, the employee requests of the Department Personnel Officer a meeting with a Steward/Officer of the Union and Department representatives, such a meeting shall be held. This meeting shall be held within fifteen (15) working days.

### **SECTION 35 – PERFORMANCE EVALUATION**

**35.1 Purpose.** The purpose of a performance evaluation for an employee is to measure the employee's performance against the job specifications and performance requirements of the position that the incumbent is filling. It answers the questions of how well an employee is doing in meeting the department's performance standards for this job. It satisfies a basic requirement for the employee to know where he/she stands with the organization in regard to his/her performance. It delineates areas of strengths and weaknesses. Where performance is below standard, it suggests possible ways of making improvement.

**35.2 Probationary Period.** During the probationary period, the performance evaluation is used as the last phase of an individual's examination process. Probationary employees receive a preliminary evaluation at the end of three (3) months, and a final evaluation after their fifth (5th) month of probation. An overall rating of STANDARD must be received on the final probationary evaluation in order for the employee to achieve permanent status.

**35.3 Annual Evaluation.** Once an employee achieves permanent status, the employee's performance is evaluated at least once a year. Additional evaluations may be made between these required evaluations as necessary. Evaluations will also be made when an employee or supervisor terminates, or when an employee or supervisor is reassigned to another unit and more than three (3) months have elapsed since the last written evaluation.

**35.4 Below Standard Evaluation.** In the event a permanent employee receives an overall rating of BELOW STANDARD, such employee must be reevaluated within three (3) months following the date of the report. If the employee shows no significant improvement at the end of this period, a recommendation for demotion or dismissal will be made. However, if at the end of three (3) months, there has been improvement but the employee's performance is still not at a STANDARD level, the employee may be given two (2) additional three-month periods to meet the

standards if the supervisor agrees those standards will be reached during this period.

The work performance of each employee is to be rated on all of the rating factors on the appropriate form. Each of these factors has been found to be of critical importance in determining successful job performance for employees.

Individual rating factors and overall ratings of BELOW STANDARD must be substantiated in the Comments section, as well as suggestions or plans for improved performance in those areas.

If some significant aspect of performance is above the level indicated by the factor rating, this may be pointed out by a statement in the Comments section to the employee.

**35.5 Discussion With Employee.** The Rater will discuss the report with the employee and provide the employee with a copy at that time if the employee wishes to discuss the report with the Reviewer. In signing the report, the employee is merely acknowledging having seen the report; it does not indicate agreement.

**35.6 Definitions of Ratings.** A factor rating of ABOVE STANDARD means that this part of the employee's work performance is consistently beyond the level expected of a competent worker in the position.

An overall rating of STANDARD means that the employee's work performance is acceptable and will result, where pertinent, in receipt of salary increment, promotion, or permanent status.

A factor rating of BELOW STANDARD means that this part of the employee's work performance is frequently below the level of a competent worker in the position and that effort should be made to improve. An overall rating of BELOW STANDARD means the employee's work performance is inadequate and may result in the loss or delay of the salary increment, demotion, dismissal, or rejection on probation.

**35.7 Appeal Procedure.** If an employee believes his/her rating is improper, he/she should discuss it with the Rater. If still not satisfied, the employee should sign the report and place an "X" in the space provided by his/her signature to indicate he/she wishes to discuss the report with the Reviewer (the Social Service Division Manager). Within five (5) calendar days after being given a copy of the Report of Performance Evaluation, an employee who wishes consideration in addition to the Rater's evaluation should prepare a written statement to the Reviewer as follows: 1) Identify the report by stating the date of the report, the name of the Rater, and the date the report was received; 2) Specify the ratings or comments which he/she believes are incorrect and should be changed; 3) Give facts substantiating the requested changes to these ratings or comments; 4) Keep a copy of the written request and send the original to the Reviewer. Upon receiving the written statement, the Reviewer will have five (5) calendar days to meet with the employee to consider the employee's comments and to respond in writing. The

Reviewer's response shall be given to the employee. A copy of the Reviewer's response along with the employee's written statement shall be attached to the Report of Performance Evaluation. Failure to allow the foregoing procedure is subject to the grievance procedure. However, disputes over the actual content or ratings themselves in individual evaluations are not grievable.

### **SECTION 36 – SAFETY PROGRAM**

Health and safety standards shall be maintained in all County facilities to a maximum degree consistent with the conduct of efficient operations.

The Department of Employment and Human Services shall operate a department-wide employee health and safety program. This program shall consist of:

- A. A central department Safety Committee comprised of one (1) member appointed by Local 1021 from each major building location, one (1) management employee who shall be the Building Manager for that location and other employee organization representatives, and the Department Personnel Officer, or designee. The Department Personnel Officer, or designee, will serve as chairperson. The committee shall meet every six (6) weeks.
- B. All Committee members will receive training on a) accident/injury reporting procedures, b) accident/injury investigation and prevention, c) safety awareness, and d) procedures by which safety concerns are handled.
- C. The committee shall consider items and information raised by its members related to the department's health and safety program. Committee recommendations shall be reported to and reviewed by the Department Head who shall respond in writing to all recommendations.
- D. Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

### **SECTION 37 – FLEXIBLE STAFFING**

**37.1 Designation.** Certain positions may be designated by the Director of Human Resources as flexibly staffed positions. Positions are generally allocated at the first level of the job series when vacated. When the position is next filled and an incumbent of one of these positions meets the minimum qualifications for the next higher level and has met appropriate competitive requirements he/she may then be promoted to the next higher classification within the job series without need of a classification study.



The following job classifications are flexibly staffed: None.

Open examinations at either level in the above mentioned classifications shall be administered upon the request of the Department Head and approval of the Director of Human Resources.

**37.2 Continuous Testing for Flexibly Staffed Classes.** Employees in a flexible staffed job series which have been determined by the Director of Human Resources as appropriate for continuous testing may apply for promotion to the next higher classification level as follows:

Applicants must file the regular Human Resources Department Application for Examination Form and where applicable, the appropriate supplemental questionnaire with the Human Resources Department. The first Friday in each month is the filing deadline for any candidate who meets the minimum qualifications at any time during that month. The names of accepted applicants will be placed on the eligible list by the first working day of the following month. Employees who file applications must notify their supervisor and their departmental personnel officer. Nothing contained in this section shall be construed as making a promotion automatic or automatically effective on the first of the month following the filing of an application. It is the responsibility of the Department that wishes to promote employees in flexibly staffed positions to submit a personnel request (certification request) prior to the first day of the month in which they wish to promote the employee. Personnel requests for promotion of employees to become effective on the first of the month must be in the Human Resources Department by the last working day of the prior month. It is the employee's responsibility to submit applications for promotion sufficiently in advance to assure receipt in the Human Resources Department by the first Friday of the month in which they become eligible for promotion.

If an error occurs in the Human Resources Department which causes a delay in the processing of an application, said error shall be corrected and the employee shall be placed on the eligible list retroactively to the first of the month following his/her eligibility.

If an operating department verifies in writing the intent to promote an employee on the first of the month following eligibility, said appointment shall be made retroactive to the first of the month following his/her eligibility.

## **SECTION 38 – STAFFING ALLOCATIONS AND REASSIGNMENTS**

On the basis of the Department's staffing distribution review, the Department may consider reassignment of staff represented by this agreement.

The following procedure shall be used:

- A. Internal moves within the Division may be made at the discretion of the Assistant Director within twenty (20) working days following publication of staff allocations.
- B. Authorized staffing levels shall be determined as needed by the Department. Vacant authorized positions shall be bid to the appropriate class in all offices for a three-day period and, as provided below, may be certified simultaneously from the appropriate Eligible List, or filled as otherwise provided in the MOU or County Regulations. Where there are at least five (5) bid responses for a Social Work Supervisor II position, or four (4) bid responses for a Social Work Supervisor I or other remaining classes within the representation Unit, the Department shall only interview and select from those respondents. Where there are less than the minimum bid respondents at any point in the bid process, the Department may cert from the appropriate eligible list or fill as otherwise provided in the MOU or County regulations, provided, however, that all bid respondents will be interviewed. Authorized vacancies resulting from the bid process may automatically be certified from an appropriate eligible list. In the event of workload imbalance, upon mutual agreement between the Union and Department, bids may be limited so specific Division(s) to correct said imbalance.
- C. Employees responding to bids shall complete Department Reassignment Request Forms and submit these to the Department Personnel Unit. Such Reassignment Request Forms must be received by 5:00 p.m. on the day the bid closes.
- D. If there are less than five (5) responses to a posted bid notice and the Department is not able to otherwise fill the position, the Department may consider the bid responses and/or consider reassignment of one (1) of the three (3) least senior employees within the classification within two (2) weeks of the closing of the bid. If there are only two (2) bidders, the two (2) bidders will be considered for reassignment along with the least senior employee; if there is only one (1) bidder, that bidder will be considered for reassignment along with the two (2) least senior employees.
- E. If a vacancy occurs in the same class and in the same division from which an employee was involuntarily reassigned, the Department shall offer the position to the employee who was involuntarily reassigned. If the employee declines the offer, or voluntarily transfers after such involuntary reassignment, he/she will not be considered for any future vacancies in that Division except as provided for in 38 b. above.
- F. Positions flagged as needing a language skill or special qualifications shall be identified on bids. Only employees having such skill or meeting such qualifications shall be accepted for bid interview or for mandatory reassignments as provided in this section.

- G. Specially funded assignments, assignments of limited duration (less than six (6) months), special circumstances (which generally will be less than six (6) months) or requiring special skills, and assignments made due to reorganization, shall not be subject to procedures in this section. The Department is not limited in its description of the special circumstances described in this section which may necessitate a specific reassignment of employees.
- H. Reassignments shall not be used as a replacement for discipline. Employees on probation or in an Improvement Needed Review status shall not be reassigned. If one (1) of the least senior persons in the class is on Improvement Needed or on probation, a total of three (3) eligible least senior persons in the class will be considered for reassignment, unless the bid is limited to a specific Division in accordance with 38 b. herein, in which case the three (3) least senior persons in that specific Division will be considered for reassignment.
- I. The Department's selection decision in accordance with the procedures outlined in this section are not subject to the Grievance Procedure contained in Section 25 herein.

### **SECTION 39 – REIMBURSEMENT FOR MEAL EXPENSES**

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

- A. When the employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.
- B. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.
- C. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- D. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.
- E. When the employee is required to work three (3) or more hours of overtime or if the employee is scheduled to work overtime with less than twenty-four (24) hours notice; in this case he or she may be reimbursed in accordance with Administrative Bulletin on expense reimbursement.

Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions.

Procedures and definitions relative to reimbursement for meal expenses shall be in accordance with the Administrative Bulletin on Expense Reimbursement.

#### **SECTION 40 – PERSONAL PROPERTY REIMBURSEMENT**

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

- A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- B. Ordinary wear and tear of personal property used on the job is not compensated.
- C. Employee tools or equipment provided without the express approval of the Department Head and automobiles are excluded from reimbursement.
- D. The loss or damage must have occurred in the line of duty.
- E. The loss or damage was not a result of negligence or lack of proper care by the employee.
- F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- G. The loss or damage to employees eyeglasses, dentures, or other prosthetic devices did not occur simultaneously with a job connected injury covered by workers' compensation.
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- I. The burden of proof of loss rests with the employee.
- J. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

#### **SECTION 41 – LENGTH OF SERVICE DEFINITION (for service awards and vacation accruals)**

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, provisional, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two (2) years is reemployed in a permanent County position, or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Director of Human Resources shall determine these matters based on the employee status records in his/her department.

## **SECTION 42 – SERVICE AWARDS**

The County shall continue its present policy with respect to service awards including time off; provided, however, that the type of award given shall be at the sole discretion of the County.

The following procedures shall apply with respect to service awards:

Presentation Before the Board of Supervisors. An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the department as to the time and date of the Board meeting.

Service Award Day Off. Employees with fifteen (15) or more years of service are entitled to take the day off with pay at each five (5) year anniversary.

## **SECTION 43 – PERMANENT PART-TIME EMPLOYEE BENEFITS**

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they work at least fifty percent (50%) of full time. If the employee works at least fifty percent (50%) of full time, County retirement participation is also included.

## **SECTION 44 – PERMANENT-INTERMITTENT EMPLOYEE BENEFITS**

Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.

**SECTION 45 – PERMANENT-INTERMITTENT HEALTH PLAN**

**45.1** A permanent-intermittent employee may participate in the County Group Health Plan Program wholly at the employee's expense. 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.

**45.2** The following benefit program shall be offered to permanent-intermittent employees:

- A. Program. The County shall offer CCHP Plan A-2 at the subsidy rate below, to those permanent-intermittent employees who meet and maintain eligibility.
- i. Through December 31, 2009 the County will pay the monthly premium subsidy of sixty-four percent (64%) of the cost of the CCHP Plan A-2 premium for a single individual.
  - ii. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A-2 that is equal to sixty percent (60%) of the total monthly premium that is paid for a single individual for the plan in 2010. If there is an increase in the premium charged for a single individual by CCHP Plan A-2 for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health, the County additionally will pay that portion of the premium increase charged for a single individual that exceeds eleven percent (11%) of the 2010 premium.
  - iii. After June 29, 2011, the County will pay a monthly premium subsidy for the CCHP Plan A-2 that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the CCHP Plan A-2.
- B. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a permanent-intermittent employee must remain in paid status during each successive month.

- C. Pre-Pay. Employees who have achieved eligibility under the terms of 45.2b will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, employees who meet the eligibility requirements and who have been voluntarily paying the total premium for one of the County Group Health Plans shall be allowed to enroll in CCHP Plan A-2 without a waiting period..
- D. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in c. above for payment for this optional coverage.
- E. Implementation. Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Permanent-intermittent employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.
- F. Employees who are temporarily ineligible may purchase, at their own cost, the plan in accordance with the procedures set forth by the Contra Costa County Health Plan.

Nothing in Section 45.2 shall prevent an employee from electing health coverage under either Section 45.1 or Section 45.2.

## **SECTION 46 – PROVISIONAL EMPLOYEE BENEFITS**

Provisional employees, who are not permanent employees of the County immediately prior to their provisional appointment, are eligible for vacation and sick leave benefits. Said provisional employees may participate in the County Group Health Plan Program wholly at the employee's expense. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan Program and reinstatement may only be effectuated during the annual open enrollment period.

## **SECTION 47 – INDEMNIFICATION AND DEFENSE OF COUNTY EMPLOYEES**

The County shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the

employee's employment with the County in accordance with, and subject to, the provisions of California Government Code Sections 825 et seq and 995 et seq.

**SECTION 48 – MODIFICATION AND DECERTIFICATION**

For the duration of this MOU the following amendments to Board Resolution No. 81/1165 shall apply:

Section 34-12.008 - Unit Determination (a) shall be modified in the first paragraph to delete the ten (10) percent requirement for an employee organization intervening in the unit determination process and substitute therefore a thirty (30) percent requirement.

Section 34-12.013 - Election Procedure (b) shall be modified in the first paragraph to delete the ten (10) percent requirement for any recognized employee organization(s) to appear on the ballot and substitute therefore a thirty (30) percent requirement.

Section 34-12.016 - Modification of Representation Units shall be modified in the first sentence by adding words to the effect of "most recent" to the date of determination. This section shall be modified in the second sentence to require that petitions for modification of a representation unit be filed during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the MOU in effect. The last sentence of this section shall be modified so that modification of a representation unit shall not negate the term of an existing MOU between the County and the recognized employee organization of the unit prior to the modification proceedings.

Section 34-12.018 - Decertification Procedure shall be modified in the first sentence by adding words to the effect of "most recent" to the date of formal recognition and by requiring the petition be submitted during a period of not more than one hundred and fifty (150) days nor less than one hundred and twenty (120) days prior to the expiration of the MOU in effect.

**SECTION 49 – UNFAIR LABOR PRACTICE**

**49.1 Filing.** Either the County or the Union may file an unfair labor practice as defined in Board of Supervisors' Resolution No. 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties within thirty (30) workdays from the date of receipt, may be heard and decided by a mutually agreed upon impartial third party.

**49.2 Unfair Labor Practice - County.** It is an unfair labor practice for the County to:

- A. Interfere with, restrain or coerce employees in the exercise of the rights recognized or granted in this division;



- B. dominate or interfere with the formation of any employee organization or interfere with selection of a majority representative;
- C. contribute financial support to any employee organization; or
- D. refuse to meet and confer in good faith (with representatives of formally organized employee organizations on matters within the scope of representation), or to refuse to consult with informally recognized employee organizations on matters within the scope of representation.

**49.3 Unfair Labor Practice - Union.** It is an unfair labor practice for the Union or their representatives or members to:

- A. Interfere with, restrain or coerce employees in the exercise of the rights recognized or granted in this division;
- B. coerce, attempt to coerce or discipline any member of an organization so as to hinder or impede the performance of his/her duties;
- C. discriminate against any employee with regard to the terms or conditions of membership because of race, color, creed, sex or national origin;
- D. refuse to consult, or meet and confer in good faith, with management representatives on matters within the scope of representation; or
- E. initiate, engage in, cause, instigate, encourage or condone a work stoppage of any kind or other disruptive activities which are detrimental to the conduct of county business and services.

### **SECTION 50 – DEPENDENT CARE**

- A. Dependent Care Information and Referral Service. The County will administer an "Information and Referral Service" through the Contra Costa Child Care Council for the duration of this MOU.
- B. Dependent Care Salary Contribution. Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care; only eligible employees may contribute for such expenses; there is no County contribution for dependent care.

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable County administrative procedures.

**SECTION 51 – SPECIAL STUDIES/OTHER ACTIONS**

**51.1 Task Force.** The Department of Employment and Human Services and representatives from SEIU Local 1021 Service Line Supervisors will form a Task Force consisting of four (4) representatives from each party to review the amount and nature of work of Service Line Supervisors. The Task Force will make recommendations to the EHSD Director concerning streamlining functions and/or processes, and establishing priorities for the purpose of addressing workload. The Task Force will begin no later than 75 days after the signing of a new MOU, and will endeavor to complete its recommendations by the end of September 2007.

- A. There shall be meetings between the Department of Employment and Human Services and the Union on at least a quarterly basis (or scheduled as agreed by the parties) to review and discuss the existing amount and nature of work; to share information and ideas on workload issues throughout the Department; and to discuss long-range planning concerning Department programs and implementation. The meeting(s) will be chaired by a Program Bureau Director or Department Personnel Officer or his/her designee.

**51.2 Differentials.** The County and the Labor Coalition agree to establish a Labor/Management Committee comprised of five (5) Labor and five (5) Management employees to study and recommend actions necessary to standardize payment and application of differentials including, but not limited to, proration for less than full-time employees; the length of payment while on paid sick leave or disability; and consistency between percent-based vs. flat-payment differentials.

**51.3 Grievance Procedure.** Representatives of the County shall meet and confer with representatives of the Labor Coalition in order to develop rules and guidelines governing the conduct and administration of Adjustment Boards.

**51.4 Ergonomics.** No later than May 15, 2000, the County will submit for Coalition input revisions to Administrative Bulletin No. 426 dated April 17, 1990, and an Ergonomic Field Guide, with a goal of finalization by June 30, 2000.

**SECTION 52 – SPECIAL BENEFITS**

Social Services First Line Supervisors represented by Social Services Union, Local 1021 are eligible to receive the following benefits:

- A. **Life Insurance.** Effective January 1, 2000, \$45,000 Group Term Life Insurance will be provided. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually.
- B. **LTD.** Long-Term Disability Insurance will be provided, with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by

any deductible benefits. The premium for this Long-Term Disability Insurance will be paid by the County.

- C. Vacation Buy Back. A vacation Buy Back plan will be provided for reimbursement for up to one-third (1/3) of an employee's annual vacation accrual, subject to the following conditions: (a) the choice can be made only once in each calendar year; (b) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (c) the maximum number of hours that may be reimbursed in any year is one-third (1/3) of the annual accrual at the time of reimbursement.

Employees promoted or hired by the County into any classification represented by SEIU 1021 Service Line Supervisors on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by SEIU 1021 Service Line Supervisors will retain that benefit after promoting into a classification represented by SEIU 1021 Service Line Supervisors.

- D. Professional Development. A Professional Development Reimbursement Plan will be provided to include reimbursement of up to one hundred fifty dollars (\$150) per fiscal year for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, job-related books, electronic calendars and organizers, and software and hardware from a standardized County approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors.

Beginning January 1, 2000, employees shall be eligible for reimbursement of up to four hundred dollars (\$400) for each two (2) year period. Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

- E. Longevity Pay. A Longevity Pay Plan will provide a 2.5% increase in pay at ten (10) years of County Service, subject to appointing authority approval based on merit.
- F. Deferred Compensation Incentive.
1. The County will contribute seventy-five dollars (\$75.00) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this incentive, the employee must contribute to the deferred compensation plan as indicated below:

Current	Qualifying	Monthly Base Cont.
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<u>Monthly Salary</u>	<u>Base Cont. Amount</u>	<u>Amount for Maintaining Incentive Prog. Eligibility</u>
2500 and below	250	50
2501 – 3334	500	50
3335 – 4167	750	50
4168 – 5000	1000	50
5001 – 5834	1500	100
5835 – 6667	2000	100
6668 and above	2500	100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the seventy-five (\$75.00) County supplement. To re-establish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to re-establish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to re-establish eligibility.

**2. Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010:** Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (**\$150**) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

- a) The employee was first hired by Contra Costa County on or after January 1, 2010 and,
- b) The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and
- c) The employee defers a minimum of twenty-five dollars (**\$25**) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and ,
- d) The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
- e) The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this Subsection 2 for a period of one (1) month or more will no longer be eligible to receive the County contribution. To establish eligibility, employees must resume deferring the amount required by this Subsection 2.

No amount deferred by the employee or contributed by the County in accordance with this Subsection 2 will count towards the Base Contribution Amount or the Monthly Base Contribution for Amount for Maintaining Program Eligibility required for the County's Deferred Compensation Incentive in Subsection 1. No amount deferred by the employee or contributed by the County in accordance with Subsection 1 will count toward the minimum required deferral required by this Subsection 2. The County's contribution amount in accordance with this Subsection 2 will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this Subsection 2 as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with Subsection 1, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

## **SECTION 53 – 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 54 – SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISION**

**54.1 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.

**54.2      Separability of Provisions.** Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

**54.3      Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. It is recognized, however, that certain provisions of the Personnel Management Regulations may be supplementary to the provisions of this MOU and as such remain in full force and effect.

**54.4      Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2011 to and including June 30, 2013. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date, of its intention to amend, modify or terminate the agreement.

Date: \_\_\_\_\_

CONTRA COSTA COUNTY

SEIU LOCAL 1021  
SERVICE LINE  
SUPERVISORS UNIT

_____	_____
_____	_____
_____	_____
_____	_____

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
WESTERN COUNCIL OF ENGINEERS**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The 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.

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 Council is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of Contra Costa County as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein.

*Special provisions and restrictions pertaining to Project employees covered by this MOU are contained in Attachment A which is attached hereto and a part hereof.*

### **DEFINITIONS**

**Appointing Authority:** Department Head unless otherwise provided by statute or ordinance.

**Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

**Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

**Council:** Western Council of Engineers

**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, displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have voluntarily transferred in lieu of layoff or displacement.

**Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period but on an intermittent basis, as needed, paid on an hourly basis.

**Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full time basis.

**Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.

**Permanent Status:** Appointment to a position which must be confirmed by successful completion of the probationary period specified for the class.



## DEFINITIONS

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.

**Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

**Position:** The assigned duties and responsibilities calling for the regular full time, part-time or intermittent employment of a person.

**Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.

**Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

**Reemployment List:** A list of persons, who have occupied positions allocated to any class in the merit system and, who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

**Resignation:** The voluntary termination of permanent service with the County.

**Temporary Employment:** Any employment in the merit system which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

**Transfer:** The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.

## **SECTION 1 - COUNCIL RECOGNITION**

### **SECTION 1 - COUNCIL RECOGNITION**

The Council is formally recognized as the exclusive representative for the employees assigned to the Professional Engineer Unit and has been certified as such pursuant to Board Resolution 81/1165.

### **SECTION 2 - COUNCIL SECURITY**

**2.1 Dues Deduction.** Pursuant to Chapter 34-26 of Board Resolution 81/1165 only a majority representative may have dues deduction and as such the Council has the exclusive privilege of dues deduction for all members in its units.

**2.2 Agency Shop.**

- A. The Council agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the unit for which this section is applicable regardless of whether they are members of the Council.
- 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 Council or;
  - 2. Pay to the Council, 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 Council 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 Council shall provide the County with a copy of the Council's Hudson Procedure for the determination and protest of its agency shop fees. The County shall provide a copy of the Council's Hudson Procedure to every employee hired into a class represented by the Council after the effective date of this MOU. The Council shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Council's Hudson Procedure within one (1)

## SECTION 2 - COUNCIL SECURITY

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. The Council shall provide the Director of Human Resources with copies of a financial report patterned after Form LM-2 pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report not later than June 1 of each calendar year shall result in the termination of all agency 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 Council 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 Council's Hudson Procedure and the Council 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 Council's Hudson Procedure, or if invoked, the employee's Hudson Procedure rights have been exhausted, the Council 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 Council.
- G. The Council shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that arise out of or by reason of this Council 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 Council.
- I. In the event that employees in a bargaining unit represented by the Council vote to rescind Agency Shop, the provisions of Sections 2.3 and 2.4 shall apply to dues-paying members of the Council.

**2.3 Maintenance of Membership.** All employees who are currently paying dues to the Council and all employees in that unit who hereafter become members of the Council shall as a condition of continued employment pay dues to the Council for the duration of this MOU and each year thereafter so long as the Council continues to

## **SECTION 2 - COUNCIL SECURITY**

represent the class to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.5.

**2.4 Council Dues Form.** Employees hired into classifications assigned in bargaining units cited in Section 2.3 above shall, as a condition of employment at the time of employment, complete a Council dues authorization form provided by the Council and shall have deducted from their paychecks the membership dues of the Council. Said employee shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Council. Such decision not to become a member of the Council must be made in writing to the Auditor-Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Council, any Council dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Council. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Council.

Each such dues authorization form referenced above shall include a statement that the Council and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Office in writing, between August 1, 2005 and August 31, 2005, any employee may withdraw from Council membership and discontinue paying dues as of the payroll period commencing September 1, 2005, discontinuance of dues payments to then be reflected in the October 10th paycheck. Immediately upon the close of the above-mentioned thirty (30) day period the Auditor-Controller shall submit to the Council a list of the employees who have rescinded their authorization for dues deduction.

**2.6 Communicating With Employees.** The Council 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 Council, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification to and discussion with the Council.

Representatives of the Council, 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.

## SECTION 2 - COUNCIL SECURITY

The Council shall be allowed access to work locations in which it represents employees for the following purposes:

- a. to post literature on bulletin boards;
- b. to arrange for use of a meeting room;
- c. to leave and/or distribute a supply of literature as indicated above;
- d. to represent an employee on a grievance, and/or to contact a council officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

**2.7 Use of County Buildings.** The Council 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 Council 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 Council shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.8 Advance Notice.** The Council 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 determine it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

## **SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)**

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**2.9 Written Statement for New Employees.** The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Council, that the employee's classification is represented by the Council and the name of a representative of the Council. The County will provide the employee with a packet of information which has been supplied by the Council and approved by the County. The County will also provide the addresses of new employees to the Council if the employee consents in writing to the County providing this information to the Council. The County shall provide an opportunity for the Council to make a fifteen (15) minute presentation at the end of the Human Resources Department's new employee orientation meetings.

**2.10 Distribution of Materials.** The Council may distribute materials to designated Council representatives through the County distribution channels if approved by the Human Resources Director or his designee. The decision of the Human Resources Director is final and not subject to the grievance procedure. This privilege may be revoked in the event of abuse after the Human Resources Director consults with the Council.

**2.11 Section 11 of 1977-79 MOU.** Section 11 of the 1977-1979 MOU between the County and Western Council of Engineers shall be continued for the duration of this MOU.

## **SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)**

There shall be no discrimination because of race, creed, color, national origin, sexual orientation or Council activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for the position or from carrying out the duties of the position safely or in a manner that does not endanger the health of such person. There shall be no discrimination because of Union membership or legitimate union activity against any employee or applicant for employment by the County or anyone employed by the County.

The County and the Council recognize that the County has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in conflict with any provision of this MOU, the Council will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Council on the impact of such accommodation. If the County and the Council do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of the ADA.

## **SECTION 4 - OFFICIAL COUNCIL REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as official council representatives shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

## SECTION 5 – SALARIES

- a. If their attendance is required by the County at a specific meeting;
- b. If their attendance is sought by a hearing body or presentation of testimony or other reasons;
- c. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 24 - Grievance Procedure of this MOU.
- d. If they are designated as a Council 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 Council and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.

**4.2 Council Representatives.** Official representatives of the Council 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.

## **SECTION 5 – SALARIES**

### **5.1 General Wages.**

- A. Effective on July 1, 2012, the base rate of pay for all classifications represented by the Union will be reduced by two and three-quarters percent (2.75 %).
- B. Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

### **One Time Lump Sum Payment 2012**

- A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2012:

- 1. The employee must be employed by the County on or before January 1, 2012;

## SECTION 5 – SALARIES

2. The employee must be employed on a permanent full time basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

B. **PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent part time basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours (For example:  $\$500 \times (20/40) = \$250$ ).

C. **PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:



## SECTION 5 – SALARIES

- a. Public Employees Union, Local One
- b. Public Employees Union, Local One, CSB- Site Supervisor Unit
- c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
- d. Professional & Technical Employees, AFSCME, Local 512
- e. Western Council of Engineers
- f. SEIU, Local 1021, Rank and File Unit
- g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24 (\$500 divided by 2080 hours).

D. **EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2012:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a Per Diem basis on April 1, 2012; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2012:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2011 by \$0.24 (\$500 divided by 2080 hours).

E. **LUMP SUM PAYMENT PROCESSED ON MAY 10, 2012 PAY WARRANT.** The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

### **One Time Lump Sum Payment 2013**

A. **PERMANENT FULL TIME EMPLOYEES.** Permanent full time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment of \$500 on or about May 10, 2013:

## SECTION 5 – SALARIES

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent full time basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

B. **PERMANENT PART TIME EMPLOYEES.** Permanent Part Time employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on a prorated basis on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent part time basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The prorated one-time lump sum payment for permanent part time employees will be calculated by multiplying \$500 by the employees' designated and approved position hours ( $\$500 \times (20/40) = \$250$ ).

C. **PERMANENT INTERMITTENT EMPLOYEES.** Permanent Intermittent employees, including project employees, who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a permanent intermittent basis on April 1, 2013; and

## SECTION 5 – SALARIES

3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for permanent intermittent employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24(\$500 divided by 2080 hours).

- D. **EMPLOYEES IN PER DIEM CLASSIFICATIONS.** Employees in Per Diem classifications who meet all of the following criteria will be paid a one-time lump sum payment on or about May 10, 2013:

1. The employee must be employed by the County on or before January 1, 2012;
2. The employee must be employed on a Per Diem basis on April 1, 2013; and
3. The employee must be in a classification represented by one of the following employee organizations on April 1, 2013:
  - a. Public Employees Union, Local One
  - b. Public Employees Union, Local One, CSB- Site Supervisor Unit
  - c. United Clerical ,Technical & Specialized Employees, AFSCME, Local 2700
  - d. Professional & Technical Employees, AFSCME, Local 512
  - e. Western Council of Engineers
  - f. SEIU, Local 1021, Rank and File Unit
  - g. SEIU, Local 1021, Service Line Supervisors Unit

The one-time lump sum payment for Per Diem employees will be calculated by multiplying the number of hours the employee worked in calendar year 2012 by \$0.24(\$500 divided by 2080 hours).

- E. **LUMP SUM PAYMENT PROCESSED ON MAY 10, 2013 PAY WARRANT.** The employee's regular earnings will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

**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.

## SECTION 5 – SALARIES

**5.3 Anniversary Dates.** Except as may otherwise be provided for in deep class resolutions, anniversary dates will be set as follows:

- a. **New Employees.** The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- b. **Promotions.** The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.2.a. above.
- c. **Demotions.** The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- d. **Transfer, Reallocation and Reclassification.** The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- e. **Reemployments.** The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- f. 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 year 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 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

## SECTION 5 – SALARIES

anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

**5.5 Part-Time Compensation.** A part-time employee shall be paid a monthly salary in the same ratio to the full time monthly rate to which the employee would be entitled as a full time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full time work schedule of the department.

**5.6 Compensation for Portion of Month.** Any employee who works less than any full calendar month, except when on authorized paid 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 reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in 5.8.A. above, each incumbent of a position in the reallocated class shall be placed upon the step of the new

## SECTION 5 – SALARIES

range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.

- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.
- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.8.

**5.9 Salary on Promotion.** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

**5.10 Salary on Appointment From a Layoff List.** In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in an increase of less than five percent (5%), in which case the salary shall be adjusted to the step in the new range which is five percent (5%) greater than the next higher step, if the new range permits such adjustment.

**5.11 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.13, 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

## SECTION 5 – SALARIES

been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

**5.12 Salary on Voluntary Demotion.** Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, new salary shall be set at the step next below former salary.

**5.13 Transfer.** An employee who is transferred from one position to another as described under "Transfer" shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolutions, the salary of the employee shall be set as provided in the deep class resolutions at a step not to exceed a five percent (5%) increase in the employee's base salary.

However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on "Salary on Promotion" if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

**5.14 Pay for Work in Higher Classification.** When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Section 5.9 - Salary on Promotion of the MOU. Effective with the ratification of this MOU, pay for work in a higher classification will commence at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- a. The employee is assigned to a program service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- b. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- c. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- d. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification

## SECTION 5 – SALARIES

shall not be utilized as a substitute for regular promotional procedures provided in this MOU.

- e. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- f. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty (180) days, no additional waiting period will be required.
- g. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- h. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.
- i. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

**5.15 Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010:** Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (**\$150**) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

- 1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
- 2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and
- 3. The employee defers a minimum of twenty-five dollars (**\$25**) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and ,
- 4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
- 5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.



## SECTION 5 – SALARIES

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the Base Contribution Amount or the Monthly Base Contribution Amount for Maintaining Program Eligibility required for the County's Deferred Compensation Incentive in any other provision in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

**5.16 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 employee's option, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive an advance shall be made on 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 5.15 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

**5.17 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 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

## **SECTION 6 - DAYS AND HOURS OF WORK**

Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

### **SECTION 6 - DAYS AND HOURS OF WORK**

**(Effective from October 1, 2008 – February 28, 2010)**

**6.1      Days and Hours of Work.** 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 (8) hour days; however, where operational requirements of a department require deviations from the usual pattern of five (5) eight (8) hour days per work week, an employee's work hours may be scheduled to meet these requirements. The Department Head shall prepare written schedules in advance to support all deviations, including 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 Union prior to implementing said new shift.

### **SECTION 6 - DAYS AND HOURS OF WORK**

**(Effective on March 1, 2010)**

#### **6.1      Definitions**

**A. Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

**B. Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.

**C. Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.

**D. 4/10 Work Schedule:** A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.

**E. 9/80 Work Schedule:** A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.

## **SECTION 7 - OVERTIME & COMPENSATORY TIME**

**F. Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules:** For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

**G. Workweek for Employees on a 9/80 Work Schedule:** The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).

**H. Workweek for Twenty-Four Hour (24) Facility Employees:** For employees who work in a twenty-four (24) hour facility in the **Health Services Department** and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

## **SECTION 7 - OVERTIME & COMPENSATORY TIME**

### **Section 7.1 Overtime is effective from October 1, 2008 – February 28, 2010.**

**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 overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

Overtime for permanent employees is earned and credited in a minimum of one-half (1/2) hour increments and is compensated by either pay or compensatory time off.

Employees entitled to overtime credit for holidays in positions which work around the clock shall be provided a choice as to whether they shall be paid at the overtime rate or shall receive compensatory time off at the rate of one and one-half (1 1/2) hours compensatory time off for each hour 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 specific provisions of this accumulation are set forth in Section 12.6 – Accrual of Holiday Time & Credit of this MOU. Regular overtime for twenty-four (24) hour institutional employees may be accrued as compensatory time in accordance with Section 7.2 of this MOU.

**7.2** **Compensatory Time.** The following provisions shall apply:

- a. Employees may periodically elect to accrue compensatory time off in lieu of overtime pay. Employees shall make a choice, which will remain in effect for a period of one fiscal year July 1 - June 30. Eligible employees must notify their Department Head or his/her designee of their intention to accrue compensatory time off at least seven (7) calendar days prior to July 1 of each year.
- b. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the department. Employees who become eligible (i.e., newly hired employees, employees promoting,

## **SECTION 7 - OVERTIME & COMPENSATORY TIME**

demoting, etc.) for compensatory time off in accordance with these guidelines, after the list has been compiled, will be paid for authorized overtime hours worked until the preparation of the next annual list, unless such employees specifically request in writing to the Department Head or his designee that they be placed on the list currently in effect.

- c. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.
- d. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours. Once a one hundred twenty (120) hour balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- e. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in d. above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- f. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
- g. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
- h. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in "i" below.
- i. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, accrued compensatory time balances will be paid off at the straight time rate (two-thirds (2/3) the overtime rate) for the employee's current salary whenever:
  - 1. the employee changes status and is no longer eligible for compensatory time off;
  - 2. the employee promotes, demotes or transfers to another department;

## **SECTION 7 - OVERTIME & COMPENSATORY TIME**

3. the employee separates from County service;
  4. the employee retires.
- j. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

**7.3 Fair Labor Standards Act Provisions.** The Fair Labor Standards Act as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. It is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay, and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the Federal Law without further meeting and conferring. The County shall notify the Union (employee organizations) and will meet and confer with said organization regarding the implementation of such modifications.

## **SECTION 7 - OVERTIME & COMPENSATORY TIME**

### **Section 7.1 Overtime is effective on March 1, 2010.**

**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 overtime shall be compensated for at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and other special differentials).

Overtime for permanent employees is earned and credited in a minimum of one-half (1/2) hour increments and is compensated by either pay or compensatory time off.

**7.2 Compensatory Time.** The following provisions shall apply:

- a. Employees may periodically elect to accrue compensatory time off in lieu of overtime pay. Employees shall make a choice, which will remain in effect for a period of one fiscal year July 1 - June 30. Eligible employees must notify their Department Head or his/her designee of their intention to accrue compensatory time off at least seven (7) calendar days prior to July 1 of each year.
- b. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the department. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines, after the list has been compiled, will be paid for authorized overtime hours worked until the preparation of the next annual list, unless such employees specifically request in writing to the Department Head or his designee that they be placed on the list currently in effect.
- c. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.

## SECTION 7 - OVERTIME & COMPENSATORY TIME

- d. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours. Once a one hundred twenty (120) hour balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- e. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in d. above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- f. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
- g. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
- h. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in i. below.
- i. Since employees accrue compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, accrued compensatory time balances will be paid off at the straight time rate (two-thirds (2/3) the overtime rate) for the employee's current salary whenever:
  - 1. the employee changes status and is no longer eligible for compensatory time off;
  - 2. the employee promotes, demotes or transfers to another department;
  - 3. the employee separates from County service;
  - 4. the employee retires.
- j. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

**7.3 Fair Labor Standards Act Provisions.** The Fair Labor Standards Act as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. It is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay, and compensatory time off entitlements or use, must be changed to conform with the Fair

## **SECTION 8 - CALL-BACK TIME**

Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the Federal Law without further meeting and conferring. The County shall notify the Union (employee organizations) and will meet and confer with said organization regarding the implementation of such modifications.

### **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. An employee assigned to on-call time shall be paid one (1) hour of straight time credit for each four (4) hours on such on-call time unless otherwise provided in the supplemental sections of this Agreement. Where on-call arrangements exist, the appointing authority shall designate which employees are on call unless otherwise provided in the supplemental sections of this Agreement.

### **SECTION 10 - SHIFT DIFFERENTIAL**

In the hours which qualify for shift differential, employees shall receive five percent (5%) above their base salary rate.

To qualify for shift differential, an employee must have a regularly assigned daily work schedule which requires:

- a. Completion of more than one and one-half (1-1/2) hours over the normal actual working time; or
- b. At least four (4) hours of actual working time from 5:00 p.m. through 9:00 a.m. inclusive. However, employees who have been regularly working a shift qualifying for shift differential immediately preceding the commencement of a vacation, paid sick leave period, paid disability or other paid leave, will have shift differential included in computing the pay for their leave. The paid leave of an employee who is on a rotating shift schedule shall include the shift differential that would have been received had the employee worked the shift for which the employee was scheduled during such period. Shift differential shall only be paid during paid sick leave and paid disability as provided above for the first thirty (30) calendar days of each absence.

### **SECTION 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 union and take the following actions:

## **SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT**

- a. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- b. Advise employees in those classifications that position reductions may occur in their classifications.
- c. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- d. Consider employee requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.
- e. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- f. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:
  1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
  2. Determine if there are other positions to which employees may be transferred.
  3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
  4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- g. When it appears to the Department Head and/or Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Manager shall notify the Council of the possibility of such layoffs and shall meet and confer with the Council 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.



## SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

### 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.
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, as provided in Section 305.2, 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 or transferred 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.
  - 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.

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4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.
  5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.
  6. If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed.
  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.
- 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 will give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

**11.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

Employees in the TET employment pool shall be guaranteed a job interview for any vacant funded position for which they meet the minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

**11.5 Reassignment of Laid Off Employees.** Employees who displaced within the same classification from full time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's

## SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

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.

### 11.6 Special Layoff Provisions.

- A. Prior to the layoff of permanent full-time employee(s) in any classification of a department, the department will release the same number of temporary employees in that classification and department as the number of permanent employees identified for layoff.
- B. Effective January 1, 2010, employees may transfer, in lieu of layoff and without exhausting their displacement rights within their original department, to a position in another department, in the same classification (job code), only if the position in the other department is vacant, funded, already been granted a waiver from a hiring freeze, if any, and a personnel request pursuant to Part 7 of the Personnel Management Regulations to fill that position has been submitted to the Human Resources Department.
- C. Effective January 1, 2010, employees who are laid off and who meet the criteria set forth in subsections 1 through 4, below, may utilize 75% of their seniority to displace the employee having less seniority in the same class in a different department, the least senior employee being displaced first, and so on.
  - 1. The laid off employee must hold a position in one of the following classifications:

	<u>Job Code</u>
Cook	1KWA
Lead Cook	1KTA
Custodian	GK7A, GKWB
Clerk Specialist	JWXD
Clerk Senior	JWXC
Clerk Experienced	JWXB
Clerk Beginning	JWXA, JWXE
Driver Clerk	9QWA
Eligibility Work Specialist	XHTB

- 2. The laid off employee must first exhaust all displacement rights in the employee's department.
- 3. The laid off employee must have at least four (4) years of seniority in his/her current classification.
- 4. The laid off employee must meet any additional requirements of the position in the new department, e.g. pass a background investigation or possess a license or certification.

## SECTION 12 - HOLIDAYS

- D. The displacement process set forth in Section 11.6 C will be implemented in accordance with Section 11.2 C and D.
- E. A reduction in hours does not constitute a layoff for purposes of subsection C of Section 11.6.
- F. In the event of ties in seniority rights, such ties will be broken by length of last continuous permanent County employment. If there remain ties in seniority, such ties will be broken by random selection among the employees involved.
- G. Each employee who exercises his/her rights set forth in subsections B and C of Section 11.6 must serve a 90-day probationary period in the new department. Any employee who fails to successfully complete this probationary period will be placed on the layoff list for their original displacement class.

The provisions of Section 11.6 expire on June 29, 2013.

### **SECTION 12 HOLIDAYS is effective from October 1, 2008 – February 28, 2010.**

#### **SECTION 12 - HOLIDAYS**

##### **12.1        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. Martin L. King, Jr. Day  
Third Monday in February, known as Presidents' Day  
The last Monday in May, known as Memorial Day  
July 4th known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veterans Day  
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.

- B. Each full time employee shall accrue two (2) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth (1/10) hour, and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit beginning January 1, 1988. On separation from County service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.

##### **12.2        Application of Holiday Credit.** The following provisions indicate how holiday credit is to be applied:

- a. Employees on the five (5) day Monday through Friday work schedule shall be entitled to a holiday whenever a holiday is observed pursuant to the schedule cited above.

## SECTION 12 - HOLIDAYS

- b. Employees on a work schedule other than Monday through Friday shall be entitled to credit for any holiday, whether worked or not, observed by employees on the regular schedule.
- c. For all employees, if a work day falls on a scheduled holiday they shall receive overtime pay or equivalent compensatory time credit (holiday credit) for working the holiday or if a holiday falls on the day off of an employee, the employee shall be given straight time pay or equivalent compensatory time credit and unless otherwise provided for in other Sections of this Agreement.
- d. If any holiday listed in Section 12.1.A. above, falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday listed in Section 12.1.A. falls on a Sunday, it shall be celebrated on the following Monday. For employees in positions assigned to units or services on a shift operational cycle which includes a Saturday or Sunday as designated by the appointing authority (rather than Monday through Friday eight (8) hours per day or a designated 4/10 or 9/80 schedule) holidays shall be observed on the day on which the holiday falls regardless if it is a Saturday or Sunday.

**12.3**      **Permanent Part-Time Employees.** 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 Shift Holidays.**

- A. Holiday Shift Pay. For all employees, if a work day falls on a scheduled holiday they shall receive overtime pay or equivalent compensatory time credit (holiday credit) for working the holiday for the first eight (8) hours worked, or if a holiday falls on the day off of an employee, the employee shall be given straight time pay or equivalent compensatory time credit for eight (8) hours.
- B. Absence on Holiday. The maximum time charged to sick leave, vacation or leave without pay on a holiday shall be two (2) hours.

### **12.5**      **9/80 Shift Holidays.**

- A. Holiday Shift Pay. For all employees, if a work day falls on a scheduled holiday, they shall receive overtime pay or equivalent compensatory time credit (holiday credit) for working the holiday for the first eight (8) hours worked; or if a holiday falls on the day off of an employee, the employee shall be given straight time pay or equivalent compensatory time credit for eight (8) hours.
- B. Absence on Holiday. The maximum time charged to sick leave, vacation, or leave without pay on a holiday shall be one (1) hour.

**12.6**      **Accrual of Holiday Time & Credit.** Employees entitled to holiday credit shall be permitted to elect between pay or compensatory time off in recognition of holidays worked.

The following procedures shall apply to this selection:

## SECTION 12 - HOLIDAYS

- a. Any person who is eligible and who elects to accrue holiday credit must agree to do so for a full fiscal year (July 1 through June 30) or the remainder thereof.
- b. Employees starting work after a list of those electing to accrue holiday credit has been submitted to the Auditor and approved will be paid overtime unless they specifically request in writing within seven (7) calendar days to be placed on the holiday credit accrual list.
- c. Holiday time shall be accrued at the rate specified above to a maximum of eight (8) hours worked by the employee.
- d. Accrued holiday credit may not be accumulated in excess of two hundred eighty-eight (288) working hours, exclusive of regular vacation accruals. After two hundred eighty-eight (288) hours, holiday time shall be paid at the rates specified above.
- e. Accrued holiday credit may be taken off at times determined by mutual agreement of the employee and the department head.
- f. Accrued holiday credit 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.

**SECTION 12 HOLIDAYS is effective on March 1, 2010.**

### **SECTION 12 - HOLIDAYS**

**12.1 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. Martin Luther King, Jr. Day  
Third Monday in February, known as Presidents' Day  
The last Monday in May, known as Memorial Day  
July 4th known as Independence Day  
First Monday in September, known as Labor Day  
November 11th, known as Veterans Day  
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.

- B. Effective January 1, 2012, each full time employee will accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in increments of one-tenth (1/10) hour, and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from

## SECTION 12 - HOLIDAYS

County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

### 12.2 Holiday is Not Worked

**A. Holidays Observed – Full-Time Employees:** Full-time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday (eight (8) hours off), without a reduction in pay, whenever a holiday is observed by the County. 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.

**B. Holiday Observed in Excess of Eight (8) hours:** When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use on one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

**C. Holidays Observed – Part-Time Employees:** Part-time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday in the same ratio as the number of hours the part time employee's weekly schedule bears to forty (40) hours, without a reduction in pay, whenever a holiday is observed by the County.

**D. Holiday on Regular Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules:** When a holiday is observed by the County on the regularly scheduled day off of a full-time employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours flexible compensatory time or pay at the rate of 1.0 times his/her base rate of pay in recognition of his/her regularly scheduled day off.

Those employees covered by this subsection who before March 1, 2010, moved a holiday that fell on a scheduled day off to the work day preceding or following the holiday, will be given priority for request for time off on the day they would have observed the holiday over other requests for time off. This priority treatment does not apply to scheduled and approved vacation requests already granted to other employees. Further, the County retains the right to determine the maximum number of employees who may take time off work at the same time.

### 12.3 Holiday is WORKED and Holiday Falls on Regularly Scheduled Work Day of Full Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules:

**A. Holiday Worked by Full Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules** (holiday falls on employee's regularly scheduled work day): When a full time employee works on a holiday, that falls on the employee's regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base



## SECTION 12 - HOLIDAYS

rate of pay (not including differentials) or holiday compensation time at the same rate, for all hours worked up to a maximum of eight (8) hours. The employee is also entitled to receive overtime pay or overtime compensation time at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday beyond eight hours, but only if the employee was required to work on the holiday due to an emergency, except as provided in Section 7.1 above. This provision applies to the regular, 4/10, 9/80, flexible, and alternate work schedules.

### **12.4 Holiday is Worked and Holiday Falls on Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules:**

- A. Holiday Worked by Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules (holiday falls on employee's regularly scheduled day off):** When a full-time employee works on a holiday that falls on the employee's regularly 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) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision applies to employees on 4/10, 9/80, flexible, and alternate work schedules.
- B.** See Section 12.3.A when an employee on a regular work schedule works on a holiday.

### **12.5 Holiday and Compensatory Time Provisions**

**A. Maximum Accruals of Holiday Comp Time:** Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.

**B. Pay Off of Holiday Comp Time:** Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for holiday compensatory time.

**C. Maximum Accruals of Flexible Compensatory Time:** Flexible compensatory time may not be accumulated in excess of two-hundred eighty-eight (288) hours. After two-hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.

**D. Pay Off of Flexible Comp Time:** Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to

## SECTION 13 - VACATION LEAVE

another department, reassignment to a permanent-intermittent position, or transfer assignment, or promotion or demotion into a position that is not eligible for flexible compensatory time.

**12.6 Provisions for Part-Time Employees and Permanent-Intermittent Employees – Re-opener:** 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:** The Union will continue to meet and confer with the County regarding implementation of an Automated Time Keeping system for all County employees.

## SECTION 13 - VACATION LEAVE

**13.1 Vacation Allowance.** Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.6 – Compensation for Portion of Month of this MOU. Vacation credits may not be taken during the first six (6) calendar months of employment (not necessarily synonymous with probationary status) except where sick leave is exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken. Vacation may be taken in increments of 1/10 hour.

**13.2 Vacation Accrual Rates.** 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
30 years and up	23-1/3	560

Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a pro rata basis as provided in Section 36-1.006 of Board Resolution 81/1165.

### **A. Vacation Accrual Increases for Employees Hired on and before June 30, 2009:**

**Employees with a first of the month Service Award Date:** Each employee with a Service Award Date that is on the first day of a month is eligible to accrue increased vacation hours on his/her Service Award Date.

## SECTION 13 - VACATION LEAVE

### **Example One:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reaches 20 years of service on January 1, 2008.
3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

**Employees NOT with a first of the month Service Award Date:** Each employee whose Service Award Date is NOT on the first day of a month is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

### **Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

### **B. Vacation Accrual Increases for Employees Hired on and after July 1, 2009:**

Each employee hired on and after July 1, 2009 is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

### **Example One:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reached 20 years of service on January 1, 2008.
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008, pay warrant.

### **Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.

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4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.

**C. Service Award Date Defined:** An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

**13.3 Bridging of Service.** Employees who are rehired and have their service bridged in accordance with the provisions of this MOU shall have their prior service time count toward longevity accrual.

**13.4 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

**13.5 Vacation Allowance for Separated Employees.** On separation from County service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

**13.6 Preference.** Preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible unless otherwise provided in the supplemental sections of this Agreement.

**13.7 Vacation Leave on Reemployment from a Layoff List.** Employees with six (6) months or more service in a permanent position prior to their layoff, who are employed from a layoff list, shall be considered as having completed six months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate Payroll system override actions can be taken.

## **SECTION 14 - SICK LEAVE**

**14.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

**14.2 Credits To and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one-tenth hour (6 minute) increments.

Unused sick leave credits accumulate from year to year.

## SECTION 14 - SICK LEAVE

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of lay off eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

**14.3 Policies Governing the Use of Paid Sick Leave.** As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

Immediate Family: Includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

Employee: Any person employed by Contra Costa County in an allocated position in the County service.

Paid Sick Leave Credits: Sick leave credits provided for by County Salary Regulations and memoranda of understanding.

Condition/Reason: With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  1. An application for retirement due to disability has been filed with the Retirement Board.
  2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.

## SECTION 14 - SICK LEAVE

3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- d. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
  1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  3. Except as set forth in Section 14.3 h. Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- e. Medical & Dental Appointments. An employee may use paid sick leave credits:
  1. For working time used in keeping medical and dental appointments for the employee's own care; and
  2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.
- f. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- g. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working

## SECTION 14 - SICK LEAVE

days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

- h. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
- i. Accumulated paid sick leave credits may not be used in the following situations:
  - 1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  - 2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**14.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the department head. The following procedures apply:

- a. Employee Responsibilities.
  - 1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
  - 2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
  - 3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
  - 4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.
- b. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

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1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.a.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Human Resources Director or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

### **14.5 Disability.**

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employee's, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.



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- 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 Human Resources Director may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two (2) weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he 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.

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- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
  - 1. the physical or mental health condition cited by the appointing authority does not exist, or
  - 2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Director of Human Resources to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

### Scope of the Arbitrator's Review.

- 1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
- 2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
- 3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
- 4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.

**14.6 Workers' Compensation.** A permanent non-safety employee shall receive eighty-six percent (86%) of regular monthly salary for all accepted claims filed with the County on or after January 1, 2000. For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%).

- A. There is a three calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of the injury, that counts as day one of the waiting period. If the injured worker does not lose

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time on the date of the 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.

A permanent employee shall continue to receive the appropriate percentage as outlined above during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

- B. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

- C. Full Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one year, full salary will continue by integrating sick leave and/or vacation accruals with workers' compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- D. Rehabilitation Integration. An injured employee who is eligible for workers' compensation rehabilitation temporary disability benefits and whose disability is

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medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive salary by integrating sick leave and/or vacation accruals with workers' compensation rehabilitation temporary disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.

- E. 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.

- F. Method of Integration:

An employee's sick leave and/or vacation charges shall be calculated as follows:

C = 8 [1 - (W ÷ S)]  
C = sick leave or vacation charge per day (in hours)  
W = statutory workers' compensation for a month  
S = monthly salary

**14.7 Coordination of Benefits.** It is understood that the benefits specified above in this Section 14 shall be coordinated with the rehabilitation program as determined by the labor/management committee.

**14.8 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave nor shall an employee who is absent without pay accrue sick leave credits during the absence.

**14.9 Disability Insurance Review Committee.** The County shall establish a Disability Insurance Review Committee consisting of one (1) representative from each employee organization and four (4) management representatives to review and recommend to the Director of Human Resources the feasibility of implementing a self-funded and self-administered disability insurance program.

**14.10 Sick Leave Coalition.** The County agrees to meet and confer with a coalition of employee organizations, including this council, to revise the County-wide Sick Leave Policy. Such meet and confer sessions shall take place during the term of this MOU.

**14.11 Confidentiality of Information/Records.** Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

## SECTION 15 - CATASTROPHIC LEAVE BANK

**15.1 Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting

## **SECTION 15 - CATASTROPHIC LEAVE BANK**

employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

**15.2 Operation.** The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account.

## **SECTION 16 – STATE DISABILITY INSURANCE (SDI)**

The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

### **SECTION 16 – STATE DISABILITY INSURANCE (SDI)**

**16.1 General Provisions.** Contra Costa County participates in the State Disability Insurance (SDI) program, subject to the rules and procedures established by the State of California. The County augments the SDI program with its SDI Integration Program. Changes to the State Disability Insurance program could affect the County's SDI Integration Program. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. Employees eligible for SDI benefits are required to apply for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

“Integration” means that employees are required to use their sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary to the extent that the total payment does not exceed the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off work, on disability, and receiving SDI, the employee's County Department will make appropriate integration adjustments, including retroactive adjustments, if necessary. Employees must inform their Department of a disability in a timely manner in order for the Department to make appropriate integration adjustments. SDI benefit payments will be sent directly to the employee by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. These accruals may be used only to the extent that the total payment does not exceed the employee's base monthly salary.

**16.2 Procedures.** Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the Department will automatically use 0.1 hours of sick leave per month for the duration of their SDI benefit.

When the SDI benefit is exhausted, integration terminates. The employee then may continue to use sick leave without integration and/or other accruals.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates.

Employees whose SDI claims are denied must present a copy of their claim denial to their Department. The Department will then authorize the use of unused sick leave and/or other accruals as appropriate.

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**16.3 Method of Integration.** For purposes of integration with the SDI program, all full-time employees' schedules will be converted to eight (8) hour/five (5) day weekly work schedules.

The formula for full-time employees' sick leave integration charges is as follows:

- L =  $[(S - D) \div S] \times 8$
- S = Employee Base Monthly Salary
- H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]
- W = Weekly SDI Benefit from state of California SDI Weekly Benefit Table
- C = Calendar Days in Each Month
- D = Estimated Monthly SDI Benefit [D = (W ÷ 7) x C]
- L = Sick Leave Hours Charged per Day

Permanent part-time employees, permanent-intermittent employees, and full-time employees who are working a light/limited duty reduced schedule, will have their sick leave integration adjusted accordingly.

**16.4 Definition.** "Base Monthly Salary", for purposes of the SDI integration program, is defined as the salary amount of the employee's step on the salary schedule of the employee's classification at the time of integration.

## SECTION 17 - LEAVE OF ABSENCE

**17.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; 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.

**17.2 General Administration - Leave of Absence.** Requests for leave without pay shall be made upon forms prescribed by the Director of Human Resources and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
  - 1. Illness, disability or serious health condition;
  - 2. pregnancy or pregnancy disability;
  - 3. family care;
  - 4. to take a course of study such as will increase the employee's usefulness on return to the position;
  - 5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.

## SECTION 17 - LEAVE OF ABSENCE

- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks in a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 17.5 below.
- E. 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 return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority on granting or denying leave or early return from leave shall be subject to appeal to the Human Resources Director and not subject to appeal through the grievance procedure set forth in this MOU.

**17.3 Furlough Days Without Pay.** Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 -Compensation for Portion of Month of this MOU. Full time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation sick leave, floating holiday, and other accrual credits for employees taking furlough time, this provision shall supersede Section 13.4 – Accrual During Leave Without Pay, Section 14.2 – Credits to & Charges Against Sick Leave, Section 14.8 – Accrual During Leave Without Pay, and Section 17.1 – Leave Without Pay, of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

**17.4 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable federal or state laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in



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the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

**17.5 Family Care Leave or Medical Leave.** Upon request to the appointing authority, in a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave (less if so requested by the employee) for:

- a. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- b. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

**17.6 Intermittent Use of Leave.** 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.

The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

**17.7 Aggregate Use for Spouse.** In the situation where husband and wife are both employed by the County, the family care of medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

**17.8 Definitions.** For medical and family care leaves of absence under this section, the following definitions apply:

- a. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in

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- loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- b. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
  - c. Spouse: A partner in marriage as defined in California Civil Code Section 4100.
  - d. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
  - e. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
  - f. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
    - 1. the date, if known, on which the serious health condition commenced;
    - 2. the probable duration of the condition;
    - 3. an estimate of the amount of time which the employee needs to render care or supervision;
    - 4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
    - 5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
  - g. Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
    - 1. the date, if known, on which the serious health condition commenced;
    - 2. the probable duration of the condition;
    - 3. a statement that the employee is unable to perform the functions of the employee's job;
    - 4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.

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- h. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

**17.9 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.D - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

**17.10 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 17.6 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 17.12. 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.

**17.11 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration or as provided in the sections below.
- B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.

## **SECTION 18 - JURY DUTY AND WITNESS DUTY**

- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

**17.12 Leave of Absence Replacement & Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Seniority, Workforce Reduction, Layoff, & Reassignment Seniority shall apply.

**17.13 Reinstatement From Family Care Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

**17.14 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

**17.15 Unauthorized Absence.** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

**17.16 Non-Exclusivity.** Other MOU language on this subject, not in conflict, shall remain in effect.

## **SECTION 18 - JURY DUTY AND WITNESS DUTY**

**18.1 Jury Duty.** For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

If summoned for jury duty in a Superior, 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.

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:

- 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.

**18.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage 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 18.1 of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

**19.1 Health Plan Coverages.** The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

hours per week and for their eligible family members, expressed in one of the Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

- a. Contra Costa Health Plans (CCHP)
- b. Kaiser Permanente Health Plan
- c. Health Net
- d. Delta Dental
- e. DeltaCare (PMI)

Employee Co-pays for these plans are shown on Exhibit A.

### **19.2 Monthly Premium Subsidy:**

A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

1. Contra Costa Health Plans (CCHP), Plan A  
Single: \$ 509.92  
Family: \$1,214.90
2. Contra Costa Health Plans (CCHP), Plan B  
Single: \$528.50  
Family: \$1,255.79
3. Kaiser Permanente Health Plan  
Single: \$478.91  
Family: \$1,115.84
4. Health Net HMO  
Single: \$627.79  
Family: \$1,540.02
5. Health Net PPO  
Single: \$604.60  
Family: \$1,436.25
6. Delta Dental with CCHP A or B  
Single: \$41.17  
Family: \$93.00
7. Delta Dental with Kaiser or Health Net  
Single: \$34.02  
Family: \$76.77
8. Delta Dental without a Health Plan  
Single: \$43.35  
Family: \$97.81
9. DeltaCare (PMI) with CCHP A or B  
Single: \$25.41  
Family: \$54.91

## SECTION 19 - HEALTH, LIFE & DENTAL CARE

10. DeltaCare (PMI) with Kaiser or Health Net  
Single: \$21.31  
Family: \$46.05
11. DeltaCare (PMI) without a Health Plan  
Single: \$27.31  
Family: \$59.03

B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.

C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

### **19.3 Retirement Coverage:**

#### **A. Upon Retirement:**

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 19.2 for eligible retirees and their eligible family members.
2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

#### **B. Employees Who File For Deferred Retirement:**

Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

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1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
2. Life insurance coverage is not included.
3. To continue health and dental coverage, the employee must:
  - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
  - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
  - c. be eligible for a monthly allowance from the Retirement System and in direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
  - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement.
5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A, above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer retirement.



## SECTION 19 - HEALTH, LIFE & DENTAL CARE

- C. **Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage:** All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections A and B, above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 19.3 subparts A, B, and C and upon retirement and for the term of this Agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 19.3 only, "eligible family members" does not include Survivors of employees or retirees.

**19.4 Health Plan Coverages and Provisions:** The following provisions are applicable regarding County Health and Dental Plan participation:

- A. **Health, Dental and Life Participation by Other Employees:** Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
- B. **Coverage Upon Separation:** An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

**19.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

**A. Health Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's child to age 26
  - d. Employee's Disabled Child who is:
    - (1) over age 26,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **B. Dental Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) Under age 19; or
    - (2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      - ii. Receives at least 50% of support from Employee; and,
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - d. Employee's Disabled Child who is:
    - (1) Over age 19,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **19.6 Dual Coverage:**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. All dependents, as defined in Section 19.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this Section 19.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

### **19.7 Life Insurance Benefit Under Health and Dental Plans:**

## SECTION 19 - HEALTH, LIFE & DENTAL CARE

For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

- 19.8 Supplemental Life Insurance:** In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.
- 19.9 Health Care Spending Account.** After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee
- 19.10 PERS Long-Term Care:** The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.
- 19.11 Dependent Care Assistance Program:** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.
- 19.12 Premium Conversion Plan:** The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.
- 19.13 Prevailing Section:** To the extent that any provision of this Section (Section 19 Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 19 - Health, Life & Dental Care) will prevail.
- 19.14 Rate Information.** The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

## **SECTION 20 - PROBATIONARY PERIOD**

**19.15 Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

**19.16 Coverage During Absences**

- A. Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.
- B. An employee who is on approved leave of absence may convert to individual health plan coverage within thirty (30) days of the commencement of leave.
- C. An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

**19.17 Child Care.** The County will continue to support the concept of non-profit child care facilities similar to the "Kid's at Work" program established in the Public Works Department.

## **SECTION 20 - PROBATIONARY PERIOD**

**20.1 Duration.** All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be nine (9) months.—For promotional appointments, the probation period shall be six (6) months.

**20.2 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.

**20.3 Criteria.** The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.

For those employees appointed to permanent-intermittent positions with a nine (9) month probation period, probation will be considered completed upon serving fifteen

## SECTION 20 - PROBATIONARY PERIOD

hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full time, credit toward probation completion in the full time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

**20.4 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, Council activities, or race, color, national origin, sex, age, disability, or sexual orientation.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection (A) and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7<sup>th</sup>) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection (A), it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

**20.5 Regular Appointment.** The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing, except as provided in Section 20.4.A.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

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

## SECTION 21 – PROMOTION

certified by the Human Resources Director whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

**20.6 Layoff During Probation.** An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation.

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

**20.7 Rejection During Probation of Layoff Employee.** An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period of subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

## **SECTION 21 – PROMOTION**

**21.1 Competitive Exam.** Promotion shall be by competitive examination unless otherwise provided in this MOU.

**21.2 Promotion Policy.** The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

**21.3 Open Exams.** If an examination for one of the classes represented by the Council 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 Council to discuss the reasons for such open announcement.

**21.4 Promotion Via Reclassification Without Examination.** Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his 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.

## **SECTION 22 - TRANSFER**

- d. The action must have approval of the Human Resources Director.
- e. The Council approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

**21.5 Requirements for Promotional Standing.** In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

**21.6 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one-hundredths of one 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.

**21.7 Physical Examinations.** County employees who are required as part of the promotional examination process to take a physical examination, shall do so on County time at County expense.

## **SECTION 22 - TRANSFER**

**22.1 Conditions.** The following conditions are required in order to qualify for transfer:

- a. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure.
- b. The employee shall have permanent status in the merit system and shall be in good standing.
- c. The appointing authority or authorities involved in the transaction shall have indicated their agreement in writing.
- d. The employee concerned shall have indicated agreement to the change in writing.
- e. The Director of Human Resources shall have approved the change.

Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

## **SECTION 23 - RESIGNATIONS**

**22.2 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 therefor. The Director of Human Resources shall if he or she considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

### **SECTION 23 - RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

**23.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

**23.2 Constructive Resignation.** A constructive resignation occurs and is effective when:

- a. An employee has been absent from duty for five (5) consecutive working days without leave, and;
- b. Five (5) more consecutive working days have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.
- c. Employees working a 4/10 schedule shall have constructively resigned if four (4) days elapse as provided in "a" above followed by four (4) more days as provided in "b" above.
- d. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

**23.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

**23.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

### **23.5 Coerced Resignations.**

- A. **Time Limit.** A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its



## **SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

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 – Grievance Procedure of the MOU beginning with Step 3.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

### **SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

**24.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. A temporary reduction in pay is not to exceed more than five percent (5%) for a period of three (3) months. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, reduction in pay, or demotion may be based on reasons other than those specifically mentioned:

- a. absence without leave,
- b. conviction of any criminal act involving moral turpitude,
- c. conduct tending to bring the merit system into disrepute,
- d. disorderly or immoral conduct,
- e. incompetence or inefficiency,
- f. insubordination,
- g. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises,
- h. neglect of duty (i.e. non-performance of assigned responsibilities),
- i. negligent or willful damage to public property or waste of public supplies or equipment,

## SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

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- j. violation of any lawful or reasonable regulation or order given by a supervisor or Department Head,
- k. willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations,
- l. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
- m. misappropriation of County funds or property,
- n. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU,
- o. dishonesty or theft,
- p. excessive or unexcused absenteeism and/or tardiness,
- q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

**24.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- a. A statement of the action proposed to be taken.
- b. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- c. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- d. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- e. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

In addition to the Notice of Proposed Action, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

## **SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

In addition to the Order and Notice, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Order and Notice. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Order and Notice to his/her union, as authorized.

**24.3 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 any extension, the right to respond is lost.

**24.4 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.

**24.5 Length of Suspension.** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

### **24.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Disciplinary Demotion.**

- A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U. S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or through the procedures of Section 24 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Human Resources Director 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.

**24.7 Weingarten Rights.** The County recognizes an employee's right to representation during an investigatory interview or meeting that may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present. For those interviews, which by nature of the

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incident must take place immediately, the union will take reasonable steps to make a union representative immediately available.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

## **SECTION 25 - GRIEVANCE PROCEDURE**

**25.1 Definition and Procedural Steps.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Council 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 grievant's

immediate supervisor, who shall meet with the grievant within five (5) days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions, and terminations may be filed at Step 3 within the time frame set forth above.

**Step 2.** If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress the grievant 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. If either the union or grievant request a meeting with the Department Head or his/her designee at this step, such a meeting will be held.

**Step 3.** If a grievance is not satisfactorily resolved in Step 2 above, the grievant may appeal in writing within ten (10) work days to the Director of Human Resources. The Director of Human Resources or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Director of Human Resources or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within twenty (20) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Director of Human Resources or designee will attempt to settle the grievance. In the event that the grievance is not settled, the Director of Human Resources or designee will provide written notice of that fact to the grievant, the union, and the Department within twenty (20) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

## SECTION 25 - GRIEVANCE PROCEDURE

**Step 4.** No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above and filed by the union within ten (10) work days of the written response of the Human Resources Director or his/her designee. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, such grievance shall be submitted in writing to the Director of Human Resources or designee within seven (7) work days requesting referral to mediation (State Mediation and Conciliation Service) or an Adjustment Board. The mediation option is only available with the concurrence of the Human Resources Director or designee. The mediation option terminates on June 30, 2013, and does not continue beyond the expiration date of this MOU without express written agreement of the parties to continue the practice. The Adjustment Board will be comprised of three (3) Council representatives, no more than two (2) of whom shall be either an employee of the County or an elected or appointed official of the Council presenting this grievance, and three (3) representatives of the County, no more than two (2) of whom shall be either an employee of the County or a member of the staff of an organization employed to represent the County in the meeting and conferring process. The Adjustment Board will convene on the second (2nd) Wednesday of each month unless otherwise scheduled by mutual agreement. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the Adjustment Board will be placed on the agenda for the next regular meeting. Where the parties agree, the Adjustment Board may be comprised of two (2) Council representatives and two (2) County representatives. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

**Step 5.** If the parties are unable to reach a settlement or if an Adjustment Board is unable to arrive at a majority decision, either the Union or the County, whichever is the moving party, may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the grievant and the Human Resources Director. Such request shall be submitted within twenty (20) work days of the rendering of the Adjustment Board decision or the completion of mediation. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the grievant and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

**25.2 Expedited Board of Adjustment.** If the County and the filing Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspension, demotion or, reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Director of Human Resources within ten (10) work days of the date of the Step 3 written response by the Director of Human Resources or his/her designee. By agreement of the Union and the Director of Human Resources or his/her designee, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

### **Expedited Board of Adjustment (EBA)**

## **SECTION 25 - GRIEVANCE PROCEDURE**

- a. The EBA will be composed of two (2) Coalition Union representatives from Local 1, AFSCME 2700, AFSCME 512, SEIU 1021 and/or Western Council of Engineers, no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Unions and the County will each appoint three (3) alternates who will serve as voting members of the Board if a member(s) is/are not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant, and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that Board member terms are staggered.
- b. The County and the Coalition Unions (hereafter "parties") will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The arbitrator will serve a one year term; however, the Arbitrator may be replaced at any time by agreement between the Coalition Unions and the County. The arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by majority vote of the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- d. The Union filing the grievance and the County will each pay one-half (1/2) of the arbitrator's fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

### **Procedures**

- a. The EBA will convene on the fourth (4<sup>th</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement.
- b. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
- c. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
- d. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may, upon request of the Union or the County, waive this provision.

## SECTION 25 - GRIEVANCE PROCEDURE

- e. Upon the request of the Union filing the grievance or the County, a continuance of a grievance will be granted until the next session.
- f. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings, unless the attorney is also a union business agent or Human Resources staff.
- g. Meetings will be convened at a central location agreed to by the Unions and the County.
- h. Materials to be presented at the EBA **will not** be shared with the Board members in advance of convening the Board.

The Expedited Board of Adjustment continues as a trial program expanded to apply to all Coalition Unions. The parties will continually assess the effectiveness of the program during the term of the MOU. The Expedited Board of Adjustment Program will terminate on June 30, 2013, and does not continue beyond this expiration date without the express written agreement of the parties to continue the program.

### **25.3 Scope of Adjustment Board, Arbitration Decisions, and Expedited Board of Adjustment.**

- A. Decisions of Adjustment Boards, arbitrators, and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Adjustment Board, arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and under such dispute falls within the definition of a grievance as set forth in Subsection 25.1 above.
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No Adjustment Board, arbitrator, or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Human Resources Director 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 arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Council.

**25.4 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next

## **SECTION 26 – RETIREMENT CONTRIBUTION**

step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

**25.5 Council Notification.** An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Council in the grievance, shall give the Council a copy of the grievance.

**25.6 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. 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 or arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Council.

**25.7 Strike/Work Stoppage.** During the term of this MOU, the Council, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or union having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

**25.8 Merit Board.** All grievances of employees in representation units represented by the Council shall be processed under Section 24 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.

No action under Steps 3, 4 and 5 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.

**25.9 Filing by Council.** The Council may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

## **SECTION 26 – RETIREMENT CONTRIBUTION**

**26.1 Contribution.** Effective on January 1, 2012, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as



## **SECTION 27 - TRAINING REIMBURSEMENT**

determined annually by the Board of Retirement, without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

### **26.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.**

- A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty years of age ("2% at 60"). 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 (36) 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 "Tier IV."
- B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.
- C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.
- D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to implement Tier IV. Draft language will be submitted to Coalition representatives and made the subject of the meet and confer process prior to introduction. The Union must support the legislation, in addition to the County.
- E. This Section does not apply to employees of the Contra Costa County Employees Retirement Association (CCCERA).

## **SECTION 27 - TRAINING REIMBURSEMENT**

The County Administrative Bulletin on Training shall govern reimbursement for training and shall limit reimbursement for career development training to \$750 per fiscal year, except as otherwise provided in the supplemental sections of this MOU. Registration and tuition fees for career development education may be reimbursed for up to fifty percent (50%) of the employee's net cost. Books necessary for courses taken for career development education may be reimbursed for up to one hundred percent (100%) of the employee's net cost.

## **SECTION 28 - MILEAGE REIMBURSEMENT**

- A. Reimbursement for Use of Personal Vehicle. The mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.

## **SECTION 29 - PERSONNEL FILES**

- B. Charge for Use of Home Garaged County Vehicle. Employees hired after July 1, 1994 who are assigned vehicles to garage at home will be charged the IRS mileage rate for all commute miles driven outside the limits of Contra Costa County that exceed thirty (30) miles round-trip in any one day.

### **SECTION 29 - 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 personal history file in their department. The employee's union representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's union representative, for inspection and review at reasonable intervals during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for their review. The custodian of records will certify that the copy is a true and correct copy of the original file.

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 permanent personnel record.

Counseling memos, which are not disciplinary in nature, are to be retained in the file maintained by the employee's supervisor or the person who issued the counseling memo and are not to be transferred to the employee's central file which is normally retained by the Human Resources Department unless such memos are subsequently used in conjunction with a disciplinary action such as a letter of reprimand.

All documents pertaining to disciplinary actions shall be placed in 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/her personnel file with specific written authorization from the employee.

### **SECTION 30 - PROFESSIONAL DEVELOPMENT**

## **SECTION 30 - PROFESSIONAL DEVELOPMENT**

**30.1 Professional Development Reimbursement.** Each full-time employee shall be eligible to claim up to \$800.00 for the two (2) year period, starting January 1, 2006. All eligible employees will be allowed reimbursement under this Section.

Effective January 1, 2008, each full-time employee shall be eligible to claim up to \$850.00 for each two (2) year period and will be allowed reimbursement under this Section.

Allowable expenses include the following activities and materials directly related to the profession in which the individual is engaged as a County employee:

- a. Membership dues to professional organizations.
- b. Registration fees for attendance at professional meetings, conferences, and seminars.
- c. Books, journals, and periodicals.
- d. Tuition and textbook reimbursement for accredited college or university classes.
- e. Professional license and renewal fees for any engineer with a license or for any professional certification related to the job.
- f. Application and examination fees for registration as a professional engineer, architect, engineer-in-training, Certified Hazardous Materials Manager, and Certified Safety Professional.
- g. Certain job-related instruments, computer software and computer hardware from a standardized County approved list or with Department Head approval, provided each Engineer complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and manuals.

Exclusions: Items specifically not authorized for purchase with these funds include, but are not necessarily limited to the following:

- a. Health program memberships and physical fitness equipment.
- b. Equipment or supplies not specifically required for or directly related to participation in a professional conference, seminar or workshop.
- c. General office supplies.
- d. Magazine subscriptions, newspapers, periodicals, or journals or general circulation such as Time, Newsweek, Press Democrat Newspaper, etc.
- e. Time planners or calendar-type books.

**30.2 Continuing Education Allowance.** Employees in classifications represented by the Western Council of Engineers shall be eligible to receive a 2.5% Continuing Education Allowance effective the first of the month following adoption of the Memorandum of Understanding by the Board of Supervisors. The employee must annually complete at least sixty (60) hours of approved education or training or at least

## **SECTION 31 - FLEX-TIME**

three (3) semester units of department approved college credit or approved combination thereof.

**Examination Time Off.** Effective July 1, 1992 employees will be permitted, one time only during their career with the County, to be granted release time with pay to participate in any part of the examination for Professional Engineer, Land Surveyor or Architect

## **SECTION 31 - FLEX-TIME**

It is understood that Resolution No. 75/1037 pertaining to flex-time may be applied to the Professional Engineers Unit as well as other County employees. Nothing contained in this MOU prohibits the Department Head from implementing a flex-time system for employees in the Professional Engineers Unit. The Department Head, prior to implementation, shall discuss the implementation of any flex-time system involving employees represented by the Western Council of Engineers with the Council. Then the department shall determine if said flex-time is feasible following a trial period and then shall submit the plan to the County Administrator for approval. Upon written request to the Labor Relations Manager, Western Council of Engineers may request to meet with the Department Head for the purpose of proposing an alternate flexible work schedule.

## **SECTION 32 - BOOK REIMBURSEMENT**

The County agrees to reimburse members of the Professional Engineers Unit for the full cost of books purchased when the books are required for job related training for which the employee receives full reimbursement of registration fees and/or tuition.

## **SECTION 33 - SAFETY SHOES AND PRESCRIPTION SAFETY EYEGLASSES**

The County shall reimburse employees for safety shoes and prescription safety eyeglasses in those classifications the County has determined are eligible for such reimbursement. For each two (2) year period starting January 1, 2006, eligible employees will be allowed reimbursement for the purchase and repair of safety shoes, and the purchase of toes guards, up to a maximum of two hundred and seventy-five dollars (\$275). There is no limitation on the number of shoes or toe guards, or number of repairs allowed.

The County will reimburse eligible employees for up to one (1) pair per year of prescription safety eyeglasses which are approved by the County and are obtained from such establishment as required by the County.

The County agrees to modify the prescription safety glasses allowance to reflect an additional \$20 allowance annually for lenses, and an additional \$10.00 allowance annually towards the purchase of safety frames.

Additionally, the County will modify the current contract with Vendor to allow employees to upgrade to Featherwate Lens Types (High Impact). Any additional cost for current contract upgrades or Featherwate lens types (High Impact) upgrades that exceeds the County allowance as noted above will be borne by the employee.

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## **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:

- 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**

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

- a. When the employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.
- b. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.
- c. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- d. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.
- e. When the employee is required to work three (3) or more hours of overtime or if the employee is scheduled to work overtime with less than twenty-four (24) hours notice; in this case he or she may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement.

Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions.

Procedures and definitions relative to reimbursement for meal expenses shall be in accordance with the Administrative Bulletin on Expense Reimbursement.

## **SECTION 36 - PERSONAL PROPERTY REIMBURSEMENT**

## **SECTION 37 - LENGTH OF SERVICE DEFINITION**

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

- a. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- b. Ordinary wear and tear of personal property used on the job is not compensated.
- c. Employee tools or equipment provided without the express approval of the department head and automobiles are excluded from reimbursement.
- d. The loss or damage must have occurred in the line of duty.
- e. The loss or damage was not a result of negligence or lack of proper care by the employee.
- f. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- g. The loss or damage to employees' eyeglasses, dentures or other prosthetic devices did not occur simultaneously with a job connected injury covered by workers' compensation.
- h. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- i. The burden of proof of loss rests with the employee.
- j. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

## **SECTION 37 - LENGTH OF SERVICE DEFINITION**

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 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 Human Resources Director shall determine these matters based on the employee status records in his department.

## **SECTION 38 - 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 39 - PERMANENT-INTERMITTENT EMPLOYEE BENEFITS

### SECTION 39 - PERMANENT-INTERMITTENT EMPLOYEE BENEFITS

Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.

### SECTION 40 - PERMANENT-INTERMITTENT EMPLOYEE HEALTH PLAN

**40.1** A permanent-intermittent employee represented by Western Council of Engineers may participate in the County Group Health Plan of combined medical, dental and life insurance coverage 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.

**40.2** The following benefit program shall be offered to permanent-intermittent employees:

- a. Program. The County shall offer CCHP Plan A-2 at the subsidy rate below, to those permanent-intermittent employees who meet and maintain eligibility.
  - i. Through December 31, 2009 the County will pay the monthly premium subsidy of sixty-four percent (64%) of the cost of the CCHP Plan A-2 premium for a single individual.
  - ii. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A-2 that is equal to sixty percent (60%) of the total monthly premium that is paid for a single individual for the plan in 2010. If there is an increase in the premium charged for a single individual by CCHP Plan A-2 for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health, the County additionally will pay that portion of the premium increase charged for a single individual that exceeds eleven percent (11%) of the 2010 premium.
- b. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a permanent-intermittent employee must remain in paid status during each successive month.
- c. Pre-Pay. Employees who have achieved eligibility under the terms of 39.2b will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, employees who meet the eligibility requirements

## **SECTION 41 - PROVISIONAL EMPLOYEE BENEFITS**

and who have been voluntarily paying for a county group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.

- d. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in c. above for payment for this optional coverage.
- e. Implementation. There shall be a sixty (60) day Open Enrollment period with the initial date of coverage effective August 1, 2000. Subsequent Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Permanent-intermittent employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.
- f. Employees who are temporarily ineligible may purchase, at their own cost, the plan in accordance with the procedures set forth by the Contra Costa County Health Plan.

Nothing in Section 40.2 shall prevent an employee from electing health coverage under either Section 40.1 or Section 40.2

## **SECTION 41 - PROVISIONAL EMPLOYEE BENEFITS**

Provisional employees, who are not permanent employees of the County immediately prior to their provisional appointment, are eligible for vacation and sick leave benefits.

Provisional employees may participate in the County Group Health Plan of combined medical, dental and life insurance coverage wholly at the employee's expense. 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 42 - REGISTRATION DIFFERENTIAL**

The County shall pay a 2.5% differential for the following classifications that possess a license as a professional engineer:

Public Works: Engineer – Entry Level & Engineer – Journey Level

Health Services: Accidental Release Prevention (ARP) Engineer and Accidental Release Prevention (ARP) Engineer – Entry

## **SECTION 43 - MALPRACTICE COVERAGE**

The County's obligation to defend and indemnify its employees is prescribed by California Government Code Sections 825 et seq. and 995 et seq. This Section shall be enforceable only at law in accordance with the applicable law, but shall not be subject to the grievance provisions of this MOU.



## **SECTION 44 - DEPENDENT CARE SALARY CONTRIBUTION**

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### **SECTION 44 - DEPENDENT CARE SALARY CONTRIBUTION**

Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to five thousand dollars (\$5,000) each calendar year from their salaries for approved dependent care; only eligible employees may contribute for such expenses; there is no County contribution for dependent care.

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable County administrative procedures.

### **SECTION 45 - SPECIAL STUDIES**

**45.1 Attendance Program.** There shall be convened a Labor-Management Committee to develop an attendance program for County employees.

**45.2 Grievance Procedure.** Representatives of the County shall meet and confer with representatives of the Labor Coalition in order to develop rules and guidelines governing the conduct and administration of Adjustment Boards.

**45.3 Wellness Incentive Program.** A broad-based pilot Wellness Incentive Program will be developed with input from the joint Labor/Management Wellness Committee. The purpose of this program will be to reward County employees with incentives for participating in Wellness Program activities and encourage them to live healthier lifestyles. The Wellness Committee will work closely with the Human Resources Department on program design and implementation.

**Program Design.** The Wellness Incentive Program design will include the development of additional wellness activities to compliment the current Employee Wellness Program schedule and collaboration with health plan carriers to develop special programs and activities for County employees and to encourage participation in their established wellness activities. Special emphasis will be placed on supporting major programs such as: Smoking Cessation, Nutrition/Weight Loss, Brown Bag Seminars, Health Screenings and Health Fairs.

**Format.** A point value system for program participation will be developed wherein each wellness activity and program will be assigned a point value. Points will accumulate and incentive prizes will be awarded to employees upon realizing certain point levels. The value of the prizes will increase with higher point values and one (1) grand prize will be awarded each year to the employee with the highest number of points.

**Incentives.** A series of incentive prizes will be assigned to certain point values. In addition, recognition for employee and department participation will be an important aspect of the Wellness Incentive Program.

**Referral.** The parties agree to refer the contents of this proposal to the Wellness Committee for its consideration.

**45.4 Differentials.** The County and the Labor Coalition agree to establish a Labor/Management Committee comprised of five (5) Labor and five (5) Management

## **SECTION 46 - ADOPTION**

employees to study and recommend actions necessary to standardize payment and application of differentials including, but not limited to, proration for less than full-time employees; the length of payment while on paid sick leave or disability and consistency between percent-based vs. flat-payment differentials.

**45.5 Ergonomic Evaluation.** A member of the Risk Management staff is available to assess work stations at the employee's request. Both the employer and the employee agree to follow recommendations made by Risk Management or other professionals who assess the work station in accordance with Administrative Bulletin 426.

**45.6 Safety Committee.** Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

## **SECTION 46 - ADOPTION**

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

## **SECTION 47 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS**

**47.1 Scope of Agreement.** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

**47.2 Separability of Provisions.** Should any section, clause or provision of this MOU be declared illegal, unlawful, or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

**47.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

**47.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2011 to and including June 30, 2013. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other

## **SECTION 48 - UNFAIR LABOR PRACTICE**

prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

### **SECTION 48 - UNFAIR LABOR PRACTICE**

Either the County or the Council may file an unfair labor practice as defined in Chapter 34-22 of Board Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties, may be heard by a mutually agreed upon impartial third party.

DATE: \_\_\_\_\_

CONTRA COSTA COUNTY

WCE

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To: Board of Supervisors**

**From: David Twa, County Administrator**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: OFFICE OF THE SHERIFF PROPOSED USE OF AB3229 FRONT LINE LAW ENFORCEMENT FUNDS FOR FISCAL YEAR 2011/12**

**RECOMMENDATION(S):**

HEARING to consider approving the Sheriff's proposed use of \$167,736 in restricted Supplemental Law Enforcement Services Fund (SLESF) for front line law enforcement, to continue funding the Air Support unit for fiscal year 2011/12 pursuant to Government Code section 30061(b)(3).

**FISCAL IMPACT:**

\$176,276; Budgeted. 100% State restricted front line law enforcement funding.

**BACKGROUND:**

The State's fiscal year 2011/12 budget continues the program authorized by the Local Law Enforcement Supplemental Funding Act (AB 3229) by appropriating restricted Vehicle License Fee (VLF) funds to three separate programs, for which the County has made preliminary funding projections of the following: 1) \$249,080 to the Sheriff for jail operations and/or maintenance; 2) \$279,080 to the District Attorney for criminal prosecution; and 3) \$1,927,349 allocated to County Unincorporated law enforcement and city police departments (of this amount, \$167,736 is projected to be available for front line law enforcement services in the County Unincorporated areas).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES

NOES

ABSENT

ABSTAIN

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County

RECUSE 

**Contact: M.J. Robb, (925) 335-1557**

Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:**

**BACKGROUND: (CONT'D)**

Government Code section 30061(c)(1) requires that the Board of Supervisors hold a public hearing to consider the Sheriff's proposed use the estimated \$167,736 County Unincorporated share of front line law enforcement funds. Recall that fiscal year 1996/97 was the first year of AB 3229 front line law enforcement funding, and the Board approved the Sheriff's proposal to establish the law enforcement Air Support unit. As indicated in the attached memorandum, the Sheriff requests that funds available for the current fiscal year continue to be used to the support the Air Support Unit.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County will receive State revenue allocated to the Sheriff for front-line law enforcement, but will be unable to expend the funds.

**CHILDREN'S IMPACT STATEMENT:**

No impact.

**OFFICE OF THE SHERIFF**  
**Contra Costa County**

**Administrative Services Bureau**  
Personnel and Finance Division  
651 Pine St., 7th Floor  
Martinez, CA 94553  
(925) 335-1500



**DAVID O. LIVINGSTON**  
**Sheriff-Coroner**

**Michael V. Casten**  
**Undersheriff**

**DATE:** September 22, 2011

**TO:** Board of Supervisors  
Via: David J. Twa, County Administrator

**FROM:** Sheriff David O. Livingston  
By: Undersheriff Michael V. Casten

**SUBJECT:** Report on the Use of Front Line Law Enforcement Funding

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Funding provided by the State of California as authorized by Government Code §30061, commonly referred to as Supplemental Law Enforcement Services Funds (SLESF) requires that the Sheriff report annually to the Board of Supervisors how these funds were used. SLESF funds are provided to the Sheriff in two different categories; to support County Patrol services (\$167,736) and to supplement detention facilities (\$249,080). In the current atmosphere of ever shrinking budgets, this resource provides desperately needed funding assistance.

Since the inception of SLESF funding, the Sheriff has used these funds to augment the Air Support Unit budget, which includes contract funding from the City of Richmond and Solano County and Military Ocean Terminal, Concord (MOTCO) and grant funds from the California Department of Boating and Waterways. The Office of the Sheriff utilizes air assets as an integral tool for providing support to a wide variety of law enforcement services and missions in Contra Costa County. During fiscal year 2010/2011, the Air Support Unit documented the following activity:

➤ Patrol and incident response hours on Delta waterways,	242
➤ Calls for Service,	348
➤ Assistance to other agencies,	71
➤ Arrests resulting from Air Support Unit services,	45
➤ Vehicle pursuit assists,	7
➤ Missing persons located,	3
➤ Captures resulting from the use of forward-looking infrared equipment,	8
➤ Rescues	0

Significant budget reductions continued to reduce the number of patrol hours flown during the fiscal year, however, each of these statistics involved situations where the Air Support Unit provided public safety services to law enforcement officers and the communities we serve. These situations involved every aspect of our business, including; search and rescue, assisting vessels in distress, locating missing persons and assisting ground units in the detection and arrest of felony suspects. Our Air Support Unit continues to prove its worth on a

*daily basis. Monies expended by the Office of the Sheriff from the Supplemental Law Enforcement Services Fund, have been used to provide front-line law enforcement support, and to ensure that a vital "force multiplying" asset remains available to assist the citizens of Contra Costa County. The Office of the Sheriff thanks the Board of Supervisors for its continued support of this program.*

*cc: Commander Donny Gordon, Field Operations Bureau  
Mary Jane Robb, Chief of Management Services  
Liz Arbuckle, Sheriff's Fiscal Officer*



**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director/Chief Engineer**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Ninth Contract amendment with CCTA for State Route 4 Railroad Ave to Loveridge Road Widening Project, East County area (4660-6X4287)**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute the Amendment No. 9, to Agreement No. 124 with Contra Costa Transportation Authority to increase the maximum compensation paid to the County by \$79,000 to a total of \$5,175,376 effective January 10, 2012, as recommended by the Public Works Director, East County area. (Contra Costa Transportation Authority Funds)

**FISCAL IMPACT:**

CCTA will pay the actual costs of right of way services performed by Real Property.

**BACKGROUND:**

CCTA requires a variety of right of way services but has no right of way staff and has contracted with the County for these services. On April 4, 2000 the Board approved the original agreement No. 124 for the State Route 4 Railroad Avenue to Loveridge Road Widening project for right of way acquisition services. The parties now wish to modify the scope of services to include additional right of way close out activities, completion of land transfer to the State, file transfer to Caltrans and increase the total payment of the Agreement.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: Jann Edmunds, (925) 313-2250**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Real Property Division, Sheila Minor

**CONSEQUENCE OF NEGATIVE ACTION:**

CCTA would not be able to contract the County's right of way services.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable



CONTRA COSTA  
transportation  
authority

ORIGINAL

**Agreement No. 124  
With  
Contra Costa County  
For  
State Route 4 Widening Project – Railroad Avenue to Loveridge Road  
Right-of-Way Services**

**November 16, 2011**

**AMENDMENT No. 9**

**WHEREAS**, the Contra Costa Transportation Authority and Contra Costa County Real Property Division entered in Agreement No. 124 on January 1, 2000 with a not to exceed amount of \$60,000 to prepare title reports for certain “advance acquisition” parcels; and

**WHEREAS**, the parties entered into the first amendment to the Agreement on May 17, 2000 to amend the scope of services to include acquisition of the properties on Frontage Road, and accordingly increase the total compensation to \$550,000; and

**WHEREAS**, the parties entered into the second amendment to the Agreement on April 18, 2001 to modify the geographic limits of the project corridor; and

**WHEREAS**, the parties entered into the third amendment to the Agreement on May 16, 2001 to amend the scope of services to include (1) acquisition of all properties needed for the Railroad to Loveridge project, (2) demolition of the properties on Frontage Road, and to increase the total compensation to \$1,225,000; and

**WHEREAS**, the parties entered into the fourth amendment to the Agreement on September 19, 2001 to correct the needed funding for the third amendment by increasing the total compensation to \$1,775,000; and

**WHEREAS**, the parties entered into the fifth amendment to the Agreement on April 17, 2002 to include (1) demolition of all remaining properties acquired for the project, and (2) condemnation activities for certain parcels, and (3) to acknowledge an increase in the actual costs for Frontage Road demolition increasing the total compensation to \$4,070,500; and

**WHEREAS**, the parties entered into the sixth amendment to the Agreement on May 21, 2003 to include condemnation activities, appraisal services and Right-of-Way closeout activities increasing the total compensation to \$4,810,500; and

**WHEREAS**, the parties entered into the seventh amendment to the Agreement on May 17, 2006 to include additional Right of Way closeout activities and acknowledge an increase in the actual costs of condemnation activities increasing the total compensation to \$4,960,500; and

**WHEREAS**, the parties entered into the eighth amendment to the Agreement on May 19, 2010, to include additional Right-of-Way closeout activities increasing the total compensation to \$5,096,376; and

**WHEREAS**, the parties now wish to amend the scope of services to include additional Right-of-Way closeout activities, transfer activities, and property management of excess lands; therefore be it

**MUTUALLY AGREED:**


- (1) That Article 3 of the Agreement is amended to expand "Services by County" to include tasks set forth in the attached letter from Contra Costa County Public Works Department dated October 6, 2011; and
- (2) That Article 4 of the Agreement is amended to increase the Base Work compensation by \$79,000 for a new Total Agreement Value of \$5,175,376; and
- (3) That all other items and conditions of the Agreement shall remain in effect.

In witness whereof, the parties hereto have executed this 9<sup>th</sup> Amendment to the Agreement as of the day and year above written.

**COUNTY OF CONTRA COSTA**

**CONTRA COSTA TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
David E. Durant, Chair

ATTEST: David Twa  
Clerk of the Board of Supervisors  
and County Administrator

ATTEST:

By: \_\_\_\_\_  
Deputy

 for:  
\_\_\_\_\_  
Randell H. Iwasaki, Executive Director


Recommended to the County Board of  
Supervisors for Approval:

By:


  
Principal Real Property Agent

Approved as to form:

By:

  
Malathy Subramanian  
Authority Counsel

By:

  
Public Works Director

Approved as to form and legality:  
Sharon L. Anderson, County Counsel

By:

  
Deputy





Contra Costa County  
**Public Works**  
Department

Julia R. Bueren, Director  
Deputy Directors  
R. Mitch Avalon  
Brian M. Balbas  
Stephen Kowalewski

October 6, 2011

Susan Miller, Director of Projects  
Contra Costa Transportation Authority  
2999 Oak Road, Suite 100  
Walnut Creek, CA 94597

R/P –Railroad Avenue to Loveridge  
CCTA Contract No. 124; Amendment No. 9

Dear Ms. Miller:

The Contra Costa County has reached significant milestones on this project including delivering the transfer Grant Deed to Caltrans for acceptance, clearing of the unacceptable exceptions on the preliminary title report, and closing all of the acquisition files.

A review of the above referenced contract shows Contra Costa County has several remaining tasks to complete the project close-out. The previous budget anticipated final close out and transfer to Caltrans would be completed between June 2011 and December 2011. The final legal description for the transfer parcel was completed in February 2011.

Funds and staff time that had been previously appropriated in the prior amendment for the close out of the project and ultimate transfer of right of way to the State have been impacted by: 1) unanticipated maintenance costs for 75 Bliss Avenue at the end of the U-Haul lease (sewer, rollup door & alarm), 2) the negotiations and working with the Title Company to identify and clear encumbrances on the updated preliminary title report for the transfer parcel especially parcel 24, 3) meetings regarding the acceptable utilities that will become CCUAs and JUAs, 4) unanticipated BART license agreement and time expended on the BART, Caltrans and County easement exchanges, 5) negotiating and accepting quit claim from AT&T to clear title of transfer parcel and, 6) finding utilities on parcel 58006 that need amended utility agreements.

It is assumed at this time that management of the three excess parcel will continue until through June 2013, but does not include activities or costs to sell the three excess parcels. A contract amendment in the amount of \$79,000 is needed for the following:

- Managing the escrow until recording and obtaining title insurance
- Meeting with Nolte, Mark Thomas and Caltrans to identify and manage the utility issues on excess parcel 58006.
- Assisting on identifying the utility JUAs and CCUAs
- Meeting with Caltrans and obtaining their concurrence on the title exceptions
- Managing the excess parcels including utility clearance, weed abatement and taxes
- Managing the BART License (eBART construction lay-down yard)
- Selling parcel 58006 to the City of Pittsburg

Sincerely,

Debra L. Baker

Supervising Real Property Agent

DB:fp

G:\realprop\Debra\Railroad to Loveridge\2011\Draft Susan Miller RR to Love K amendmt.docx

*"Accredited by the American Public Works Association"*

255 Glacier Drive Martinez, CA 94553-4825

TEL: (925) 313-2000 • FAX: (925) 313-2333

Contra Costa County Board of Supervisors  
[www.ccpw.org](http://www.ccpw.org)

January 24, 2012

1001

**Historical Summary of Contract Amendments  
CT 124, Contra Costa County**

<b>Date</b>	<b>Contract Amendment</b>	<b>Amount of Amendment</b>	<b>Total Contract Amount</b>	<b>Description</b>
Jan 1, 2000	Original Contract	\$ -	\$ 60,000	Contract as originally written covered only securing title reports for the advance acquisition properties along Frontage Road prior to the certification of the environmental document. (Originally Caltrans was to have been responsible for the right-of-way acquisition after the environmental document was complete).
May 17, 2000	Amendment No. 1	\$ 490,000	\$ 550,000	Caltrans subsequently determined that it did not have sufficient staff to undertake right-of-way acquisition for this project. This amendment was written to cover the preparation of appraisals, county staff time, right of way engineering, and relocation services for the acquisition of properties, but only along Frontage Road.
Apr 18, 2001	Amendment No. 2	\$ -	\$ 550,000	Amendment #2 simply extends the geographic limits further east to State Route 160, thereby including the Somersville Road area. There is no increase in the contract value.
May 16, 2001	Amendment No. 3	\$ 675,000	\$ 1,225,000	Amendment #3 requests an increase of \$675,000 for appraisals, county staff, right-of-way engineering, and relocation services for properties required for Harbor Street Bridge and Mainline construction. It included an estimate of \$300,000 for demolition of Frontage Properties and \$100,000 for County Counsel services to file Orders of Possession.
Sep 19, 2001	Amendment No. 4	\$ 550,000	\$ 1,775,000	Amendment #4 corrects an error in the amendment #3 by including the difference of \$550,000 that had been inadvertently excluded. (On a separate matter, the County's request letter noted that following the receipt of bids, the demolition costs for the Frontage Road properties were \$517,000 rather than the initial estimate of \$300,000 included in Amendment # 3 and depending upon actual expenditures, a subsequent amendment might be necessary to cover this increase.)



**Historical Summary of Contract Amendments  
CT 124, Contra Costa County**

Date	Contract Amendment	Amount of Amendment	Total Contract Amount	Description
Apr 17, 2002	Amendment No. 5	\$ 2,295,500	\$ 4,070,500	Amendment #5 requests an increase of \$2,295,500 to cover the following activities: \$1,500,000 for demolition of the acquired parcels east of Railroad Ave., an additional \$250,000 for condemnation activities (in addition to the \$100,000 included in Amendment #3), \$258,000 for the balance of the actual demolition costs on Frontage Road, \$188,000 for additional County labor and expenses, \$87,500 for property management activities related to Frontage demolition, and \$12,000 for anticipated consultant expenses.
May 21, 2003	Amendment No. 6	\$ 740,000	\$ 4,810,500	Amendment #6 requests an additional \$740,000 to cover the following activities: \$575,000 for additional condemnation and legal activities anticipated to cover trial expenses not previously budgeted (amount assumes only one of three remaining property acquisition will go to trial); \$30,000 for updated appraisal services and \$135,000 for additional County labor and expenses to cover right-of-way closeout activities.
May 17, 2006	Amendment No. 7	\$ 150,000	\$ 4,960,500	Amendment #7 requests additional funds for the County labor and expenses to cover right-of-way closeout activities, including clearing title report exceptions and preparation of the transfer package to the State.
May 19, 2010	Amendment No. 8	\$ 135,876	\$ 5,096,376	Amendment #8 requests additional funds for the County labor costs associated with the completion of the right-of-way closeout activities, completion of the transfer package to the State, and property management and sales of excess lands. Amendment amount includes \$31,076 effective retroactively as of April 1, 2009.
Nov 16, 2011	<i>Proposed</i> Amendment No. 9	\$ 79,000	\$ 5,175,376	Amendment #9 requests additional funds for the County to complete the right-of-way closeout activities (acceptance by Caltrans of the Deed Transfer already approved by the County Board), purchase title insurance, coordinate with the survey engineer for utility JUAs and CCUAs, attend the final coordination meetings, sell one of the project excess parcels to the City of Pittsburg, and manage the three other project excess parcels until June 2013 or sooner if directed by Authority staff to sell the remaining project excess parcels.

## ***Administration and Projects Committee Meeting STAFF REPORT***

**Meeting Date:** November 3, 2011

<b>Subject</b>	<b>State Route 4 Widening – Railroad Avenue to Loveridge Road - Amendment No. 9 to Contract No. 124 with Contra Costa County for additional Right-of-Way Services (Project 1405).</b>
<b>Summary of Issues</b>	Contra Costa County has been providing Right-of-Way acquisition and closeout services for the SR4 Widening – Railroad Avenue to Loveridge Road Project. All acquisitions have been completed. A contract amendment is necessary to provide additional funds for the completion of the remaining Right-of-Way closeout activities, completion of the transfer activities, and property management services of excess project parcels.
<b>Recommendations</b>	Authorize the Chair to execute Amendment No. 9 to Contract 124 which provides an additional \$79,000 for additional project Right-of-Way closeout activities, transfer activities, and excess land management. The revised not-to-exceed amount of the contract will be \$5,175,376.
<b>Financial Implications</b>	Sufficient funds are programmed in the <i>2008 Measure C Strategic Plan</i> , as amended.
<b>Options</b>	The Authority could elect not to approve this request. However, remaining Right-of-Way activities for the project would be delayed.
<b>Attachments</b>	<ul style="list-style-type: none"><li>A. Amendment No. 9 to Contract No. 124.</li><li>B. Letter from Contra Costa County dated October 6, 2011.</li><li>C. Historical summary of contract amendments.</li></ul>
<b>Changes from Committee</b>	

### **Background**

Contract No. 124 provides for the necessary County staff resources (along with needed sub-consultants) to conduct Right-of-Way acquisition and closeout efforts for the State Route 4

Widening – Railroad Avenue to Loveridge Road Project. Services under this agreement are very broad and include title reports, appraisals, property owner negotiations, building demolitions, relocation services, condemnation proceedings (including retention of legal counsel), excess property management services, and final Right-of-Way transfer to the State of California Department of Transportation (Caltrans).

In July 2011, the County Board of Supervisors approved the Deed Transfer of the project Right-of-Way to Caltrans. Caltrans is currently proceeding with the formal acceptance of the property Deed Transfer. This is a significant project milestone. However, necessary Right-of-Way services and activities are still required to complete the project closeout.

The remaining project closeout services and activities include coordination meetings with the project team, working with the title company and Caltrans to finish eliminating non-applicable title exceptions from the title report, purchasing title insurance required by Caltrans, working with the project survey engineer to complete necessary utility Joint Use Agreements (JUAs) and/or Consent to Common Use Agreements (CCUAs), managing the BART lease agreement related to BART's use of a project excess parcel for an eBART construction lay-down yard, and property management services of project excess parcels.

The project has four excess parcels. One of the excess parcels will be sold to the City of Pittsburg upon the completion and resolution of utility easement issues. It is assumed at this time that the other three excess parcels will be managed and maintained by the County until at least June 2013 or when Authority staff directs the County to sell the parcels via auction or if a willing third party is interested in purchasing any of the excess parcels. In late 2010, a previous attempt was made by the County to sell one of the excess parcels via auction, but no bids on the property were received.

The necessary ongoing project Right-of-Way closeout activities have caused the depletion of the available contract funds. A contract amendment is required to replenish contract funds for the required Right-of-Way closeout activities. The estimated additional cost to complete the Right-of-Way activities for the project is \$79,000. The tasks to be performed are described in the attached letter from the County dated October 6, 2011.

The current contract budget and the proposed Amendment No. 9 does not include County services and costs associated with the sale of the project excess parcels with the exception of the parcel that is to be sold to the City of Pittsburg which is anticipated to occur within the next several months.

**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director/Chief Engineer**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Amendment to Grant of Easement granted to Central Contra Costa Sanitary District, Alamo, Danville, Walnut Creek areas**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute the Amendment to the Grant of Easement between Contra Costa County (County) and Central Contra Costa Sanitary District (District), dated December 3, 1985; and

DIRECT the Real Property Division of the Public Works Department to have the above referenced Amendment to Grant of Easement forwarded to the District for acceptance and recording in the Office of the County Recorder. Project No. 0678-6G5575

**FISCAL IMPACT:**

There is no fiscal impact.

**CONSEQUENCE OF NEGATIVE ACTION:**

The legal description and plat will not be correct.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County

RECUSE 

**Contact: Carla Peccianti, (925) 313-2222**

Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Real Property Division, Sheila Minor

**BACKGROUND:**

In 1985, the County purchased portions of the Iron Horse Corridor (IHC) from Southern Pacific Railroad (SPRR) with monetary help from the District. In exchange for receiving the funds from the District, the County granted easements to the District, which only possessed lease agreements with SPRR. The Grant of Easement granted to the District on December 3, 1985 and recorded on December 9, 1985, states that the location of the easement area specified therein was based on the best information available at the time of execution, and allows the parties to amend the easements upon determination of a more precise location of existing or proposed facilities.

The District has now determined and mapped the precise location of their facility and would now like to amend the legal description and plat of the original 1985 Grant of Easement. All other terms and conditions of the original grant of easement will remain in full force and effect.

In December of 1985, the Board of Supervisors determined that the sale of easements to Central Contra Sanitary District was exempt from the California Environmental Quality Act under State Guidelines, Section 15112.

## AMENDMENT TO GRANT OF EASEMENT

RECORDING REQUESTED BY  
**CENTRAL CONTRA COSTA  
SANITARY DISTRICT**  
AFTER RECORDING RETURN TO  
CENTRAL CONTRA COSTA  
SANITARY DISTRICT  
ENVIRONMENTAL SERVICES DIVISION  
5019 IMHOFF PLACE  
MARTINEZ, CA 94553-4392

Exempt from recording fees per Govt. Code §27383

Space above reserved for Recorder's use.

DP No. 1541

Portions of IHC Parcel Nos.: 17, 18a, 18b, 18c, 19, 22, 25b, 25c, 27a, 27b, 28, 29, 30, 31, 33, 34, 35, 36,  
37, 38, 39, 40, 41, 44, 45, 46, and 47

## AMENDMENT TO GRANT OF EASEMENT

This Amendment to Easement Agreement ("**Amendment**") is entered into between Contra Costa County, a public body, corporate and political ("**Grantor**") and Central Contra Costa Sanitary District, a public corporation ("**Grantee**"). Grantor and Grantee are collectively referred to as the "**Parties**."

### RECITALS

A. Grantor and Grantee entered into that certain Grant of Easement ("**Original Easement**") dated December 3, 1985, recorded on December 9, 1985, in Book 12652 at Page 593 et. Seq. in the Official Records of Contra Costa County.

B. Pursuant to Section 12 of the Original Easement, the Parties agreed that Grantor and Grantee shall effect an adjustment to the Original Easement to set forth the precise location of existing or proposed pipelines based upon completion of engineering data and field surveys ("**Surveys**").

C. By this Amendment, the Parties hereby desire to amend the legal description of the Original Easement as provided in the Original Easement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grantor and Grantee hereby amend the legal description and plat of the Original Easement to that certain legal description and plat as set forth in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part of this Amendment by this reference.

2. All other terms and conditions of the Original Easement shall remain in full force and effect.

IN WITNESS WHEREOF, this amended Grant of Easement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Contra Costa County

Central Contra Costa Sanitary District

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
President of the Board of Directors

ATTEST: David Twa, Clerk of the Board of Supervisors and County Administrator

By: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

District Secretary

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
Julia R. Buren  
Public Works Director

By: \_\_\_\_\_  
Karen A. Laws  
Principal Real property Agent

By: \_\_\_\_\_  
Carla Peccianti  
Senior Real Property Agent

CP:  
G:\realprop\Board Orders\2012\BO 1-24-2012\CCCSD-Carla\Amendment Parcels 17-19, 22, 25, 27-31, 33-41, 44-47 (Reach 2).doc  
01/03/12





ENGINEERS · SURVEYORS · PLANNERS

December 7, 2011  
BKF No. 20075086-51  
Reach 2

**EXHIBIT "A"**  
**PERMANENT EASEMENT**

Real property in the city of Walnut Creek, the city of Alamo and in the town of Danville, county of Contra Costa, state of California, described as follows:

All those portions of

**PARCEL 17**

The 100-foot wide strip of land described in deed from Wm. K. Daley to the Southern Pacific Railroad Company recorded on June 10, 1891, in Book 60 of Deeds at Page 147, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 18a, 18b and 18c**

The 100-foot wide strip of land described in deed from Louisa Rice to Southern Pacific Railroad Company recorded on October 1, 1891, in Book 60 of Deeds at Page 397, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 19**

The 100-foot wide strip of land described in deed from C. Waite to the Southern Pacific Railroad Company recorded on July 18, 1891, in Book 60 of Deeds at Page 207, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 22**

The 100-foot wide strip of land described in deed from Jno. B. Hopkins and J. M. Stow to the Southern Pacific Railroad Company recorded on June 10, 1891, in Book 60 of Deeds at Page 137, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 25b and 25c**

Parcel One and Parcel Two as described in the Grant Deed to Southern Pacific Transportation Company recorded on September 29, 1972, in Book 6762 of Official Records at Page 822, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 27a and 27b**

Parcel One and Parcel Two as described in the Corporation Grant Deed to Southern Pacific Transportation Company recorded on June 11, 1976, in Book 7899 of Official Records at Page 208, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 28**

The 100-foot wide strip of land described in deed from Frank Webb et ux. to the Southern Pacific Railroad Company recorded on June 10, 1891, in Book 60 of Deeds at Page 135, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 29**

The 100-foot wide strip of land described in deed from John Baker to the Southern Pacific Railroad Company recorded on August 14, 1891, in Book 60 of Deeds at Page 265, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 30**

The 100-foot wide strip of land described in deed from A. D. Biggs to the Southern Pacific Railroad Company recorded on June 10, 1891, in Book 60 of Deeds at Page 109, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 31**

The 100-foot wide strip of land described in deed from M. D. Young to the Southern Pacific Railroad Company recorded on August 14, 1891, in Book 60 of Deeds at Page 266, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 33**

The 100-foot wide strip of land described in deed from Richard Dowling to the Southern Pacific Railroad Company recorded on June 10, 1891, in Book 60 of Deeds at Page 142, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 34**

The 50-foot wide strip of land described in deed from J. D. Smith and A. J. McGovern to the Southern Pacific Railroad Company recorded on July 15, 1891, in Book 60 of Deeds at Page 197, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 35**

The 100-foot wide strip of land described in deed from Edward Shuey to the Southern Pacific Railroad Company recorded on August 3, 1891, in Book 60 of Deeds at Page 244, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 36**

The 100-foot wide strip of land described in deed from D. P. Smith to the Southern Pacific Railroad Company recorded on July 17, 1891, in Book 60 of Deeds at Page 201, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 37**

The 100-foot wide strip of land described in deed from M. W. Hall to the Southern Pacific Railroad Company recorded on July 29, 1891, in Book 60 of Deeds at Page 236, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 38**

The 100-foot wide strip of land described in deed from Mary Jones to the Southern Pacific Railroad Company recorded on July 29, 1891, in Book 60 of Deeds at Page 238, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 39**

The 100-foot wide strip of land described in deed from F. M. Tinnin to the Southern Pacific Railroad Company recorded on June 10, 1891, in Book 60 of Deeds at Page 144, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 40**

The 50-foot wide strip of land described in deed from Joshua Bollinger et al. to the Southern Pacific Railroad Company recorded on June 10, 1891, in Book 60 of Deeds at Page 115, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 41**

The 50-foot wide strip of land described in deed from A. Hemme et ux. to the Southern Pacific Railroad Company recorded on June 10, 1891, in Book 60 of Deeds at Page 100, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 44**

The 100-foot wide strip of land described in deed from Mary A. Van Patten to the Southern Pacific Railroad Company recorded on June 10, 1891, in Book 60 of Deeds at Page 145, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 45**

The 60-foot wide strip of land described in deed from H. N. Labaree et ux. to the Southern Pacific Railroad Company recorded on June 10, 1891, in Book 60 of Deeds at Page 106, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 46**

The 60-foot wide strip of land described in deed from Amelia Love to the Southern Pacific Railroad Company recorded on July 17, 1891, in Book 60 of Deeds at Page 199, Contra Costa County Records;

TOGETHER WITH:

**PARCEL 47**

The 100-foot wide strip of land described in deed from John Conway to the Southern Pacific Railroad Company recorded on June 10, 1891, in Book 60 of Deeds at Page 111, Contra Costa County Records;

**Lying within the following described strips of land:**

**Sub Parcel 4181 (18c, 19, 22, 25b, 25c, 27a, 28, 29)**

A strip of land of varying width, the centerline of which is described below:

COMMENCING at a found Spike and Washer having grid coordinates of (Y) 2,155,914.65 feet and (X) 6,112,380.59 feet, North American Datum of 1983, Zone 0403, GPS Epoch 2007.0 (NAD 83, Zone 0403, 2007.0), said spike and washer being set at the southerly end of the railroad bridge abutment, on the west side of the corridor, southerly of Ygnacio Valley Road, shown on the Corner Record filed with the Contra Costa County Surveyor on May 26, 2011, in Book 120 of Corner Records at Page 16 (120 CR 16) labeled as "Station 1448+52.65 / 4.13' RT";

Said Spike and Washer bears South 13°45'56" East 580.32 feet from a 2-inch brass disk with punch and stamped "CCCO 2010" having grid coordinates of (Y) 2,156,478.30 feet and (X) 6,112,242.51 feet (NAD 83, Zone 0403, 2007.0), said monument being shown on said Corner Record (120 CR 16) and labeled as "Station 1442+72.34 / 8.49' RT";

Thence South 08°10'03" East 2,178.98 feet to a point referenced herein as POINT 4181A, said POINT 4181A being the POINT OF BEGINNING of this description of Sub Parcel 4181;

A strip of land 25 feet in width:

Thence from said POINT OF BEGINNING (POINT 4181A) South 16°25'32" West 6.15 feet to the beginning of a curve concave to the west, having a radius of 1163.71 feet;

Thence southerly along said curve, through a central angle of 01°15'27", an arc length of 25.54 feet to the beginning of a compound curve, having a radius of 5,717.98 feet;

Thence along said compound curve, through a central angle of 00°15'06", an arc length of 25.12 feet;

Thence South 17°56'05" West 30.38 feet;

Thence South 31°40'05" West 165.25 feet to the beginning of a curve concave to the east, having a radius of 54.87 feet;

Thence southerly along said curve, through a central angle of 48°04'48", an arc length of 46.04 feet;

Thence South 16°24'43" East 59.52 feet;

Thence South 06°24'43" East 10.00 feet;

Thence South 15°19'44" East 16.14 feet to the beginning of a non-tangent curve concave to the east, having a radius of 161.74 feet, from which point a radial line bears North 82°11'50" East;

Thence southerly along said curve, through a central angle of 01°46'17", an arc length of 5.00 feet to a point referenced herein as POINT 4181B;

TOGETHER WITH:

A strip of land 12 feet in width:

BEGINNING at said POINT 4181B, as said point is described above herein;

Thence continuing along said curve having a radius of 161.74 feet, through a central angle of 07°07'13", an arc length of 20.10 feet to the beginning of a reverse curve, having a radius of 161.74 feet;

Thence along said reverse curve, through a central angle of 08°53'30", an arc length of 25.10 feet;

Thence South 07°48'10" East 260.32 feet;

Thence South 07°23'24" East 69.40 feet;

Thence South 07°48'10" East 102.64 feet to the beginning of a curve concave to the east, having a radius of 4,116.00 feet;

Thence southerly along said curve, through a central angle of 02°07'09", an arc length of 152.24 feet;

Thence South 09°55'19" East 89.14 feet to the beginning of a curve concave to the east, having a radius of 1,003.00 feet;

Thence southerly along said curve, through a central angle of 07°37'41", an arc length of 133.53 feet;

Thence South 17°33'00" East 293.38 feet to a point referenced herein as POINT 4215A;

Thence South 17°33'00" East 185.71 feet to the beginning of a curve concave to the west, having a radius of 1289.15 feet;

Thence southerly along said curve, through a central angle of 01°36'00", an arc length of 36.00 feet to the beginning of a reverse curve having a radius of 1289.15 feet;

Thence along said reverse curve, through a central angle of 01°36'00", an arc length of 36.00 feet;

Thence South 17°33'00" East 427.50 feet, to the beginning of a curve concave to the west, having a radius of 385.00 feet;

Thence southerly along said curve, through a central angle of 16°55'44", an arc length of 113.75 feet;

Thence South 00°37'16" East 130.58 feet to the beginning of a curve concave to the west, having a radius of 1000.00 feet;

Thence southerly along said curve, through a central angle of 04°24'06", an arc length of 76.82 feet;

Thence South 03°46'50" West 123.06 feet to the beginning of a curve concave to the east, having a radius of 500.37 feet;

Thence southerly along said curve, through a central angle of 05°00'05", an arc length of 43.68 feet to the beginning of a compound curve, having a radius of 381.01 feet;

Thence along said compound curve, through a central angle of 07°21'12", an arc length of 48.90 feet to the beginning of a compound curve, having a radius of 500.37 feet;

Thence along last said compound curve, through a central angle of 05°00'05", an arc length of 43.68 feet;

Thence South 13°34'32" East 326.32 feet to the beginning of a curve concave to the east, having a radius of 3,931.10 feet;

Thence southerly along said curve, through a central angle of 00°37'30", an arc length of 42.88 feet to the beginning of a compound curve, having a radius of 2,888.00 feet;

Thence along said compound curve, through a central angle of 08°15'41", an arc length of 416.41 feet to the beginning of a compound curve, having a radius of 3,931.10 feet;

Thence along last said compound curve, through a central angle of 00°37'30", an arc length of 42.88 feet;

Thence South 23°05'13" East 75.66 feet to the beginning of a curve concave to the northeast, having a radius of 5,075.00 feet;

Thence southeasterly along said curve, through a central angle of 00°29'35", an arc length of 43.67 feet to the beginning of a compound curve, having a radius of 3,654.00 feet;

Thence along last said compound curve, through a central angle of 08°31'05", an arc length of 543.23 feet to the beginning of a compound curve, having a radius of 5,075.00 feet;

Thence along last said compound curve, through a central angle of 00°29'35", an arc length of 43.67 feet;

Thence South 32°35'28" East 1,491.72 feet, to a point referenced herein as POINT 4181C, said POINT 4181C being the terminus of this description of Sub Parcel 4181.

Said POINT 4181C bears North 00°50'54" East 2,267.47 feet from a found Standard Monument having grid coordinates of (Y) 2,146,107.37 feet and (X) 6,114,375.58 feet (NAD 83, Zone 0403, 2007.0), said monument being located at the intersection of the monument lines of Danville

Boulevard and Rudgear Road as shown on the Record of Survey entitled "RS 2090 RECORD OF SURVEY", filed on August 25, 1994, in Book 106 of Licensed Surveyors' Maps at Page 4 (106 LSM 4), Contra Costa County Records.

Said Standard Monument bears South 27°58'17" East 201.21 feet from a found Spike and Washer stamped "C. C. Co." having grid coordinates of (Y) 2,146,285.07 feet and (X) 6,114,281.20 feet (NAD 83, Zone 0403, 2007.0), said spike and washer being located on the westerly side of Danville Boulevard as shown upon the Corner Record filed with the Contra Costa County Surveyor on December 28, 2010, in Book 117 of Corner Records at Page 41 (117 CR 41).

#### **Sub Parcel 4215 (25b)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4215A, as said point is described above herein;

Thence North 73°45'39" East 46.21 feet, more or less, to the easterly line of above herein referenced PARCEL 25b, and the terminus of this description.

#### **Sub Parcel 4224 (33-41, 44-47)**

A strip of land of varying width, the centerline of which is described below:

COMMENCING at a Standard Monument having grid coordinates of (Y) 2,146,107.37 feet and (X) 6,114,375.58 feet (NAD 83, Zone 0403, 2007.0), said monument being located at the intersection of the monument lines of Danville Boulevard and Rudgear Road as shown on the Record of Survey entitled "RS 2090 RECORD OF SURVEY", filed on August 25, 1994, in Book 106 of Licensed Surveyors' Maps at Page 4 (106 LSM 4), Contra Costa County Records;

Said Standard Monument bears South 27°58'17" East 201.21 feet from a found Spike and Washer stamped "C. C. Co." having grid coordinates of (Y) 2,146,285.07 feet and (X) 6,114,281.20 feet (NAD 83, Zone 0403, 2007.0), said spike and washer being located on the westerly side of Danville Boulevard as shown upon the Corner Record filed with the Contra Costa County Surveyor on December 28, 2010, in Book 117 of Corner Records at Page 41 (117 CR 41).

Thence South 00°57'37" East 1,845.76 feet to a point referenced herein as POINT 4224C, said POINT 4224C being the POINT OF BEGINNING of this description of Sub Parcel 4224;

A strip of land 12 feet in width:

Thence from said POINT OF BEGINNING (POINT 4224C) South 15°06'34" East 175.22 feet to a point referenced herein as POINT 1583C;

Thence South 15°06'34" East 640.42 feet to the beginning of a curve concave to the east, having a radius of 1620.42 feet;



Thence southerly along said curve, through a central angle of 06°17'23", an arc length of 177.88 feet to a point referenced herein as POINT 1583D;

Thence continuing southerly along said curve having a radius of 1620.42 feet, through a central angle of 00°27'45", an arc length of 13.08 feet to the beginning of a compound curve, having a radius of 1152.92 feet;

Thence along said compound curve, through a central angle of 05°42'54", an arc length of 115.00 feet to the beginning of a compound curve, having a radius of 1620.42 feet;

Thence along last said compound curve, through a central angle of 06°23'00", an arc length of 180.53 feet;

Thence South 33°57'36" East 123.25 feet to a point referenced herein as POINT 1583E1;

Thence South 34°18'40" East 715.76 feet to a point referenced herein as POINT 1583F;

Thence South 34°23'38" East 1,021.38 feet to a point referenced herein as POINT 5371A;

Thence South 34°23'38" East 293.91 feet to the beginning of a curve concave to the southwest, having a radius of 2,323.49 feet;

Thence southeasterly along said curve, through a central angle of 04°57'17", an arc length of 200.93 feet to the beginning of a compound curve, having a radius of 1902.86 feet;

Thence along said compound curve, through a central angle of 01°41'10", an arc length of 56.00 feet to the beginning of a compound curve, having a radius of 2,323.49 feet;

Thence along last said compound curve, through a central angle of 05°16'37", an arc length of 213.99 feet;

Thence South 22°28'34" East 249.53 feet to a point referenced herein as POINT 5622A;

Thence South 22°38'13" East 1,484.68 feet to a point referenced herein as POINT 4224D;

Thence South 22°38'13" East 43.83 feet to the beginning of a curve concave to the west, having a radius of 5,576.54 feet;

Thence southerly along said curve, through a central angle of 01°07'31", an arc length of 109.52 feet to the beginning of a compound curve, having a radius of 3,812.72 feet;

Thence along said compound curve, through a central angle of 07°32'58", an arc length of 502.37 feet to the beginning of a compound curve, having a radius of 947.93 feet;

Thence along last said compound curve, through a central angle of 15°54'01", an arc length of 263.06 feet to a point referenced herein as POINT 1744A;

Thence continuing along said curve having a radius of 947.93 feet, through a central angle of 09°12'57", an arc length of 152.47 feet to the beginning of a compound curve, having a radius of 1392.14 feet;

Thence along last said compound curve, through a central angle of 04°25'49", an arc length of 107.64 feet;

Thence South 15°35'03" West 191.65 feet to the beginning of a curve concave to the east, having a radius of 1729.99 feet;

Thence southerly along said curve, through a central angle of 02°59'53", an arc length of 90.52 feet to the beginning of a compound curve, having a radius of 1152.92 feet;

Thence along said compound curve, through a central angle of 01°06'49", an arc length of 22.41 feet to a point referenced herein as POINT 4224E;

Thence continuing along said curve, having a radius of 1152.92 feet, through a central angle of 13°19'17", an arc length of 268.06 feet to the beginning of a compound curve, having a radius of 1439.40 feet;

Thence continuing along last said compound curve, through a central angle of 40°30'58", an arc length of 1,017.86 feet to the beginning of a compound curve, having a radius of 2,055.34 feet

Thence along last said compound curve, through a central angle of 04°12'02", an arc length of 150.68 feet;

Thence South 46°33'56" East 260.07 feet to a point referenced herein as POINT 4224F;

Thence South 46°33'56" East 1,285.15 feet;

Thence South 46°34'23" East 337.53 feet to the beginning of a curve concave to the southwest, having a radius of 5,721.58 feet;

Thence southeasterly along said curve, through a central angle of 06°30'37", an arc length of 650.12 feet to a point referenced herein as POINT 4224G;

Thence continuing along said curve having a radius of 5721.58 feet, though a central angle of 00°21'28", an arc length of 35.73 feet to a point referenced herein as POINT 5351A;

Thence continuing along said curve having a radius of 5721.58 feet, through a central angle of 01°13'11", an arc length of 121.80 feet;

Thence South 38°29'07" East 1,196.42 feet to a point referenced herein as POINT 4224H;

Thence South 38°27'24" East 430.37 feet to a point referenced herein as POINT 4224R;

Thence South 38°27'24" East 192.99 feet to the beginning of a curve concave to the southwest, having a radius of 2,654.58 feet;

Thence southeasterly along said curve, through a central angle of 04°52'45", an arc length of 226.06 feet to a point referenced herein as POINT 5010A;

Thence continuing southeasterly along said curve having a radius of 2,654.58 feet, through a central angle of 00°04'15", an arc length of 3.28 feet to the beginning of a compound curve, having a radius of 1901.86 feet;

Thence along said compound curve, through a central angle of  $04^{\circ}59'00''$ , an arc length of 165.42 feet to the beginning of a compound curve, having a radius of 2654.58 feet;

Thence along last said compound curve, through a central angle of  $04^{\circ}57'00''$ , an arc length of 229.34 feet;

Thence South  $23^{\circ}34'24''$  East 333.63 feet to a point referenced herein as POINT 4224J;

Thence South  $23^{\circ}34'24''$  East 187.89 feet to the beginning of a curve concave to the northeast, having a radius of 4,064.26 feet;

Thence southeasterly along said curve, through a central angle of  $02^{\circ}07'32''$ , an arc length of 150.78 feet to the beginning of a compound curve, having a radius of 2,872.79 feet;

Thence along said compound curve, through a central angle of  $02^{\circ}03'31''$ , an arc length of 103.22 feet to a point referenced herein as POINT 5189A;

Thence continuing along said curve, having a radius of 2,872.79 feet, through a central angle of  $08^{\circ}17'03''$ , an arc length of 415.37 feet to a point referenced herein as POINT 5528A;

Thence continuing along said curve having a radius of 2,872.79 feet, through a central angle of  $01^{\circ}59'00''$ , an arc length of 99.44 feet to the beginning of a compound curve, having a radius of 4064.26 feet;

Thence along last said compound curve, through a central angle of  $02^{\circ}07'32''$ , an arc length of 150.78 feet;

Thence South  $40^{\circ}09'02''$  East 30.73 feet to a point referenced herein as POINT 5188A;

Thence South  $40^{\circ}09'02''$  East 772.97 feet to the beginning of a curve concave to the northeast, having a radius of 230.31 feet;

Thence southeasterly along said curve, through a central angle of  $07^{\circ}12'15''$ , an arc length of 28.96 feet to the beginning of a reverse curve, having a radius of 230.31 feet;

Thence along said reverse curve, through a central angle of  $06^{\circ}59'25''$ , an arc length of 28.10 feet to a point referenced herein as POINT 841A;

Thence continuing along said reverse curve, through a central angle of  $00^{\circ}12'50''$ , an arc length of 0.86 feet to the beginning of a compound curve, having a radius of 230.31 feet;

Thence southeasterly along said compound curve through a central angle of  $07^{\circ}12'15''$ , an arc length of 28.96 feet to the beginning of a reverse curve, having a radius of 230.31 feet;

Thence along said reverse curve, through a central angle of  $07^{\circ}17'32''$ , an arc length of 29.31 feet;

Thence South  $40^{\circ}14'19''$  East 1,370.15 feet to a point referenced herein as POINT 5231A;

Thence South  $39^{\circ}35'23''$  East 273.45 feet to a point referenced herein as POINT 4224K.

TOGETHER WITH:

A strip of land 30 feet in width:

Thence beginning at said POINT 4224K, South 39°35'23" East 5.00 feet;

Thence South 40°28'39" East 134.27 feet;

Thence South 40°09'48" East 5.00 feet to a point referenced herein as POINT 4224L.

TOGETHER WITH:

A strip of land 12 feet in width:

Thence beginning at said POINT 4224L, South 40°09'48" East 398.95 feet to a point referenced herein as POINT 4224M;

Thence South 40°09'48" East 537.72 feet

Thence South 40°06'58" East 1164.82 feet to the beginning of a curve concave to the northeast, having a radius of 5,937.50 feet;

Thence southeasterly along said curve, through a central angle of 08°43'50", an arc length of 904.74 feet to a point referenced herein as POINT 1603A;

Thence continuing along said curve having a radius of 5,937.50 feet, through a central angle of 03°48'00", an arc length of 393.79 feet;

Thence South 52°38'48" East 122.39 feet;

Thence South 51°37'30" East 1,304.01 feet;

Thence South 51°44'12" East 684.71 feet to a point referenced herein as POINT 5576A;

Thence South 51°57'58" East 183.30 feet to a point referenced herein as POINT 4224O;

Thence South 51°40'43" East 834.25 feet to the beginning of a curve concave to the southwest, having a radius of 579.06 feet;

Thence southeasterly along said curve, through a central angle of 04°04'16", an arc length of 41.14 feet;

Thence South 04°24'37" East 60.42 feet to a point referenced herein as POINT 4224P, said POINT 4224P being the terminus of this description of Sub Parcel 4224;

Said POINT 4224P bears North 53°38'43" West 1,618.19 feet from a found Standard Monument having grid coordinates (Y) 2,123,855.18 feet and (X) 6,129,393.76 feet (NAD 83, Zone 0403, 2007.0), said monument being located on the monument line of San Ramon Valley Boulevard, as shown on the Record of Survey entitled "RS 2083, RECORD OF SURVEY", filed on August 19, 1994, in Book 105 of Licensed Surveyors' Maps at Page 31 (105 LSM 31), Contra Costa County Records and labeled as "Station 1835+88.97 RW CL / 882+74.4± Southern Pacific."

Said Standard Monument bears North 00°59'30" East 244.86 feet from a similar Standard Monument having grid coordinates of (Y) 2,123,610.36 feet and (X) 6,129,389.52 feet (NAD 83, Zone 0403, 2007.0), said monument being located at the intersection of San Ramon Valley Boulevard and Sonora Avenue as shown on said map (105 LSM 31).

**Sub Parcel 1583-C (33)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 1583C, as said point is described above herein;

Thence South 67°11'10" West 45.15 feet, more or less, to the westerly line of above herein referenced PARCEL 33, and the terminus of this description.

**Sub Parcel 1583-D (33)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 1583D, as said point is described above herein;

Thence South 66°33'15" West 44.32 feet, more or less, to the southwesterly line of above herein referenced PARCEL 33;

TOGETHER WITH:

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 1583D, as said point is described above herein;

Thence North 66°33'15" East 55.75 feet, more or less, to the northeasterly line of above herein referenced PARCEL 33, and the terminus of this description.

**Sub Parcel 1583-E (33)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 1583E1, as said point is described above herein;

Thence South 78°55'00" West 46.90 feet, more or less, to the southwesterly line of above herein referenced PARCEL 33;

TOGETHER WITH:

A strip of land 12 feet in width, the centerline of which is described below:

COMMENCING at POINT 1583E1, as said point is described above herein;

Thence North 79°52'36" East 22.76 feet, more or less, to the POINT OF BEGINNING;

Thence North 79°52'36" East 39.61 feet, more or less, to the easterly line of above herein referenced PARCEL 33, and the terminus of this description.

**Sub Parcel 1583-F (33)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 1583F, as said point is described above herein;  
Thence South 56°36'22" West 46.14 feet, more or less, to the southwesterly line of above herein referenced PARCEL 33, and the terminus of this description.

**Sub Parcel 5371 (34)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 5371A, as said point is described above herein;

Thence South 21°40'12" West 23.80 feet, more or less, to the southwesterly line of above herein referenced PARCEL 34, and the terminus of this description.

**Sub Parcel 5622 (34)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 5622A, as said point is described above herein;

Thence South 64°13'21" West 19.80 feet, more or less, to the southwesterly line of above herein referenced PARCEL 34, and the terminus of this description.

**Sub Parcel 4224-B (36)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4224D, as said point is described above herein;

Thence South 40°00'06" West 48.56 feet, more or less, to the southwesterly line of above herein referenced PARCEL 36, and the terminus of this description.

**Sub Parcel 1600 (36)**

A strip of land 12 feet in width, the centerline of which is described below:

COMMENCING at POINT 4224D, as said point is described above herein;

Thence North 61°26'36" East 57.16 feet to POINT 1600A, said POINT 1600A being a point on the northeasterly line of above herein referenced PARCEL 36, and being the POINT OF BEGINNING of this description;

Thence South 51°13'15" West 104.08 feet, more or less, to the southwesterly line of said PARCEL 36, and the terminus of this description.

**Sub Parcel 1744 (36)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 1744A, as said point is described above herein;

Thence South 51°16'43" West 59.39 feet, more or less, to the westerly line of above herein referenced PARCEL 36, and the terminus of this description.

TOGETHER WITH:

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 1744A, as said point is described above herein;

Thence North 51°16'43" East 50.22 feet;

Thence North 66°53'57" East 18.91 feet, more or less, to the easterly line of above here referenced PARCEL 36, and the terminus of this description.

**Sub Parcel 4224-C (37)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4224E, as said point is described above herein;

Thence North 65°40'12" West 44.57 feet to a point referenced herein as POINT 1026A, said POINT 1026A being the terminus of this description.

**Sub Parcel 1026 (37)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 1026A, as said point is described above herein;

Thence North 66°23'07" East 123.73 feet, more or less, to the easterly line of above herein referenced PARCEL 37, and the terminus of this description.

The sidelines at the westerly end of this described parcel shall be extended or foreshortened as necessary to terminate at the westerly line of the above herein referenced PARCEL 37.

**Sub Parcel 4224-D (38)**

A strip of land 12 feet in width, the centerline of which is described below:



BEGINNING at POINT 4224F, as said point is described above herein;

Thence South 38°31'26" West 41.87 feet, more or less, to the southwesterly line of above herein referenced PARCEL 38, and the terminus of this description.

**Sub Parcel 740 (38)**

A strip of land 12 feet in width, the centerline of which is described below:

COMMENCING at POINT 4224F, as said point is described above herein;

Thence North 47°06'38" East 58.41 feet to POINT 740A, said POINT 740A being a point on the northeasterly line of above herein referenced PARCEL 38, and being the POINT OF BEGINNING of this description;

Thence South 43°19'50" West 100.00 feet, more or less, to the southwesterly line of said PARCEL 38, and the terminus of this description.

**Sub Parcel 4224-E (40)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4224G, as said point is described above herein;

Thence South 49°57'25" West 16.76 feet, more or less, to the southwesterly line of above herein referenced PARCEL 40, and the terminus of this description.

**Sub Parcel 5351 (40)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 5351A, as said point is described above herein;

Thence South 51°50'46" West 16.78 feet, more or less, to the southwesterly line of above herein referenced PARCEL 40, and the terminus of this description.

**Sub Parcel 1912 (40)**

A strip of land 12 feet in width, the centerline of which is described below:

COMMENCING at POINT 4224H, as said point is described above herein;

Thence South 77°43'59" West 18.50 feet to a point referenced herein as POINT 1912A, said POINT 1912A being a point on the southwesterly line of above herein referenced PARCEL 40, and being the POINT OF BEGINNING of this description;



Thence North 51°15'43" East 50.00 feet, more or less, to the northeasterly line of said PARCEL 40, and the terminus of this description.

**Sub Parcel 4224-F (40)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4224R, as said point is described above herein;

Thence North 51°30'15" East 33.70 feet, more or less, to the northeasterly line of above herein referenced PARCEL 40, and the terminus of this description.

**Sub Parcel 5010 (41)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 5010A, as said point is described above herein, said POINT 5010A, being the beginning of a non-tangent curve, concave to the north, having a radius of 330.00 feet, from which point a radial line bears North 18°58'35" West;

Thence westerly along said curve, through a central angle of 03°01'18", an arc length of 17.40 feet, more or less, to the southwesterly line of above herein referenced PARCEL 41, and the terminus of this description.

**Sub Parcel 4224-G (41)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4224J, as said point is described above herein;

Thence South 06°49'50" West 34.85 feet, more or less, to the southwesterly line of above herein referenced PARCEL 41, and the terminus of this description.

**Sub Parcel 676 (41)**

A strip of land 12 feet in width, the centerline of which is described below:

COMMENCING at POINT 4224J, as said point is described above herein;

Thence South 88°50'39" East 35.62 feet to a point referenced herein as POINT 676A, said point being a on the northeasterly line of above herein referenced Parcel 41, and being the POINT OF BEGINNING of this description;

Thence South 35°58'38" West 57.98 feet, more or less, to the southwesterly line of said PARCEL 41, and the terminus of this description.

**Sub Parcel 5189 (41)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 5189A, as said point is described above herein;

Thence South 50°57'35" West 17.70 feet, more or less, to the southwesterly line of above herein referenced PARCEL 41, and the terminus of this description.

**Sub Parcel 5528 (41)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 5528A, as said point is described above herein;

Thence South 51°04'19" West 17.09 feet, more or less, to the southwesterly line of above herein referenced PARCEL 41, and the terminus of this description.

**Sub Parcel 5188 (41)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 5188A, as said point is described above herein;

Thence South 49°51'10" West 16.93 feet, more or less, to the southwesterly line of above herein referenced Parcel 41, and the terminus of this description.

**Sub Parcel 841-A and 841-B (41)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 841A, as said point is described above herein;

Thence South 48°40'06" West 20.89 feet to the southwesterly line of above herein referenced PARCEL 41,

TOGETHER WITH:

A strip of land 12 feet in width, the centerline of which is described below:

COMMENCING at POINT 841A, as said point is described above herein;

Thence North 41°13'47" East 15.38 to a point referenced herein as POINT 841B, and being the POINT OF BEGINNING of this description.

Thence North 48°48'32" East 13.90 feet, more or less, to the northeasterly line of above herein referenced PARCEL 41, and the terminus of this description.

**Sub Parcel 5231 (41)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 5231A, as said point is described above herein;

Thence South 09°33'28" West 26.09 feet, more or less, to the southwesterly line of above herein referenced PARCEL 41, and the terminus of this description.

**Sub Parcel 5236 (41)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 5231A, as said point is described above herein, said POINT 5231A being the beginning of a non-tangent curve concave to the north, having a radius of 96.85 feet, from which point a radial line bears North 10°13'14" West;

Thence easterly along said curve, through a central angle of 19°05'04", an arc length of 32.26 feet, more or less, to the northeasterly line of above herein referenced PARCEL 41, and the terminus of this description.

**Sub Parcel 151-A and 151-B (41)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4224M, as said point is described above herein;

Thence South 49°52'15" West 18.33 feet, more or less, to the southwesterly line of above herein referenced PARCEL 41,

TOGETHER WITH:

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4224M, as said point is described above herein;

Thence North 49°52'15" East 31.67 feet, more or less, to the northeasterly line of above herein referenced PARCEL 41, and the terminus of this description.

**Sub Parcel 1603-B (41)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 1603A, as said point is described above herein;

Thence South 46°49'32" West 19.74 feet, more or less, to the southwesterly line of above herein referenced PARCEL 41, and the terminus of this description.

TOGETHER WITH:

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 1603A, as said point is described above herein;

Thence North 46°10'58" East 30.48 feet, more or less, to the northeasterly line of above herein reference PARCEL 41, and the terminus of this description.

**Sub Parcel 875 (41)**

A strip of land 12 feet in width, the centerline of which is described below:

COMMENCING at POINT 1603A, as said point is described above herein;

Thence South 60°35'17" West 20.83 feet to a point referenced herein as POINT 875A, said POINT 875A being a point on the southwesterly line of above herein referenced PARCEL 41, and being the POINT OF BEGINNING of this description.

Thence North 46°21'46" East 50.21 feet, more or less, to northeasterly line of said PARCEL 41, and the terminus of this description.

**Sub Parcel 5576 (46)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 5576A, as said point is described above herein;

Thence North 38°34'50" East 36.70 feet, more or less, to the northeasterly line of above herein referenced PARCEL 46, and the terminus of this description.

**Sub Parcel 4224-H (46)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4224O, as said point is described above herein;

Thence South 29°03'56" East 51.23 feet;

Thence South 48°15'23" West 4.26 feet, more or less, to the southwesterly line of above herein referenced PARCEL 46, and the terminus of this description.

**Sub Parcel 4257-A (17, 18a, 18b)**

A strip of land of varying width, the centerline of which is described below:

COMMENCING at a 2-inch brass disk with punch and stamped "CCCO 2010" having grid coordinates of (Y) 2,156,478.30 feet and (X) 6,112,242.51 feet (NAD 83, Zone 0403, 2007.0), said monument being shown on the Corner Record filed with the Contra Costa County Surveyor

on May 26, 2011, in Book 120 of Corner Records at Page 16 (120 CR 16) and labeled as "Station 1442+72.34 / 8.49' RT";

Said 2-inch brass disk bears North 13°45'56" West 580.32 feet from a found Spike and Washer having grid coordinates of (Y) 2,155,914.65 feet and (X) 6,112,380.59 feet (NAD 83, Zone 0403, 2007.0), said spike and washer being set at the southerly end of the railroad bridge abutment, on the west side of the corridor, southerly of Ygnacio Valley Road being shown on said Corner Record (120 CR 16) and labeled as "Station 1442+52.65 / 4.13' RT";

Thence South 18°23'46" East 456.69 feet to a point referenced herein as POINT 4257C, said POINT 4257C being the POINT OF BEGINNING of this description of Sub Parcel 4257-A;

TOGETHER WITH:

A strip of land 16 feet in width:

Thence from said POINT OF BEGINNING (POINT 4257C) South 13°20'31" East 310.36 feet to a point referenced herein as POINT 4257D;

TOGETHER WITH:

A strip of land 24 feet in width:

BEGINNING at said POINT 4257D, as said point is described above herein;

Thence South 13°57'39" East 32.11 feet to a point referenced herein as POINT 4257E;

TOGETHER WITH:

A strip of land 12 feet in width:

BEGINNING at said POINT 4257E, as said point is described above herein;  
Thence South 13°28'37" East 462.23 feet;

Thence South 12°36'42" East 332.07 feet to the beginning of a curve concave to the west, having a radius of 3,734.38 feet;

Thence southerly along said curve, through a central angle of 14°23'16", an arc length of 937.76 feet to the beginning of a compound curve, having a radius of 879.00 feet;

Thence along said compound curve, through a central angle of 15°00'24", an arc length of 230.22 feet to a point referenced herein as POINT 4257F;

TOGETHER WITH:

A strip of land 25 feet in width:

BEGINNING at POINT 4257F, as said POINT 4257F is described above herein;

Thence continuing along said curve having a radius of 879.00 feet, through a central angle of 00°19'34", an arc length of 5.00 feet;

Thence South 17°06'32" West 18.96 feet to a point referenced herein as POINT 4257G, said POINT 4257G, being the terminus of this description of Sub Parcel 4257-A.

Said POINT 4257G bears North 13°29'55" East 1,026.57 feet from a found Standard Monument on South Broadway having grid coordinates of (Y) 2,152,759.46 feet and (X) 6,112,450.86 feet (NAD 83, Zone 0403, 2007.0), as said monument is shown on the parcel map entitled "PARCEL MAP, LD-163", filed on May 30, 1973, in Book 28 of Parcel Maps at Page 18, Contra Costa County Records;

Said Standard Monument bears North 24°45'06" West 1,125.08 feet from a found Standard Monument having grid coordinates of (Y) 2,151,737.74 feet and (X) 6,112,921.91 feet (NAD 83, Zone 0403, 2007.0), said monument being located on South Broadway near Newell Avenue as shown on the Record of Survey entitled "RS 2090 RECORD OF SURVEY", filed on August 25, 1994, in Book 106 of Licensed Surveyors' Maps at Page 4 (106 LSM 4), Contra Costa County Records and labeled as "Station 1492+99.02' / 46.00' LT".

#### **Sub Parcel 4257-B (29-31)**

A strip of land 12 feet in width, the centerline of which is described below:

COMMENCING at a found Standard Monument having grid coordinates of (Y) 2,146,107.37 feet and (X) 6,114,375.58 feet (NAD 83, Zone 0403, 2007.0), said monument being located at the intersection of Danville Boulevard and Rudgear Road as shown on the Record of Survey entitled "RS 2090 RECORD OF SURVEY", filed on August 25, 1994, in Book 106 of Licensed Surveyors' Maps at Page 4 (106 LSM 4), Contra Costa County Records;

Said found Standard Monument bears South 27°58'17" East 201.21 feet from a found Spike and Washer stamped "C. C. Co." having grid coordinates of (Y) 2,146,285.07 feet and (X) 6,114,281.20 feet (NAD 83, Zone 0403, 2007.0), said spike and washer being located at the west edge of Danville Boulevard as shown upon the Corner Record filed with the Contra Costa County Surveyor on December 28, 2010 in Book 117 of Corner Records at Page 41 (117 CR 41);

Thence from said found Standard Monument, North 00°34'19" East 2,284.19 feet to a point referenced herein as POINT 4257H, said POINT 4257H being the POINT OF BEGINNING of this description of Sub Parcel 4257-B;

Thence from said POINT OF BEGINNING (POINT 4257H) South 32°35'28" East 20.00 feet to the beginning of a curve concave to the west, having a radius of 1076.00 feet;

Thence southerly along said curve, through a central angle of 29°29'06", an arc length of 553.72 feet;

Thence South 03°06'22" East 284.24 feet to a point referenced herein as POINT 4257I;

Thence South 03°06'22" East 266.12 feet to a point referenced herein as POINT 4826A;

Thence South 03°06'22" East 142.25 feet to the beginning of a curve concave to the west, having a radius of 1,076.09 feet;

Thence southerly along said curve, through a central angle of 23°29'47", an arc length of 441.29 feet to the beginning of a compound curve, having a radius of 1,138.93 feet

Thence along said compound curve, through a central angle of 14°56'31", an arc length of 297.02 feet;

Thence South 54°05'49" West 122.73 feet;

Thence South 41°12'58" West 20.00 feet to a point referenced herein as POINT 4257J, said POINT 4257J being the terminus of this description of Sub Parcel 4257-B.

Said POINT 4257J bears North 15°57'53" West 283.20 feet from said Standard Monument having grid coordinates of (Y) 2,146,107.37 feet and (X) 6,114,375.58 feet (NAD 83, Zone 0403, 2007.0).

#### **Sub Parcel 4059 (30)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4257I, as said point is described above herein;

Thence South 79°46'23" West 36.35 feet, more or less, to the westerly line of above herein referenced PARCEL 30;

TOGETHER WITH:

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4257I, as said point is described above herein;

Thence North 79°46'23" East 64.39 feet, more or less, to the easterly line of above herein referenced PARCEL 30, and the terminus of this description.

#### **Sub Parcel 4826-A (31)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4826A, as said point is described above herein;

Thence North 88°11'40" East 64.66 feet, more or less, to the easterly line of above referenced PARCEL 31, and the terminus of this description.

#### **Sub Parcel 4826 (18c, 22, 27b, 28, 29)**

A strip of land 12 feet in width, the centerline of which is described below:

COMMENCING at a found Standard Monument having grid coordinates (Y) 2,151,737.74 feet and (X) 6,112,921.91 feet (NAD 83, Zone 0403, 2007.0), said monument being located on



South Broadway near Newell Avenue as shown on the Record of Survey entitled "RS 2090 RECORD OF SURVEY", filed on August 25, 1994, in Book 106 of Licensed Surveyors' Maps at Page 4 (106 LSM 4), Contra Costa County Records and labeled as "Station 1492+99.02' / 46.00' LT";

Said Standard Monument bears South 24°45'06" East 1,125.08 feet from a found Standard Monument on South Broadway having grid coordinates of (Y) 2,152,759.46 feet and (X) 6,112,450.86 feet (NAD 83, Zone 0403, 2007.0), as said monument is shown on the parcel map entitled "PARCEL MAP, LD-163", filed on May 30, 1973, in Book 28 of Parcel Maps at Page 18, Contra Costa County Records;

Thence from said monument, South 44°50'08" East 288.60 feet to a point referenced herein as POINT 4826B, said POINT 4826B being the POINT OF BEGINNING of this description of Sub Parcel 4826;

Thence from said POINT OF BEGINNING (POINT 4826B) South 55°55'25" West 43.72 feet;

Thence South 00°48'18" East 84.79 feet to the beginning of a curve concave to the west, having a radius of 1600.00 feet;

Thence southerly along said curve, through a central angle of 04°03'29", an arc length of 113.32 feet;

Thence South 03°15'11" West 148.43 feet to the beginning of a curve concave to the east, having a radius of 300.00 feet;

Thence southerly along said curve, through a central angle of 17°08'26", an arc length of 89.75 feet;

Thence South 13°53'15" East 347.53 feet to the beginning of a curve concave to the east, having a radius of 3,100.00 feet;

Thence southerly along said curve, through a central angle of 01°30'40", an arc length of 81.76 feet to a point referenced herein as POINT 4826C;

Thence continuing along said curve having a radius of 3,100.00 feet, through a central angle of 06°16'05", an arc length of 339.13 feet to a point referenced herein as POINT 4826D;

Thence South 21°40'00" East 97.98 feet to the beginning of a curve concave to the northeast, having a radius of 3000.00 feet;

Thence along said curve, through a central angle of 10°22'01", an arc length of 542.81 feet to a point referenced herein as POINT 4826E;

Thence continuing along said curve having a radius of 3000.00 feet, through a central angle of 00°32'02", an arc length of 27.96 feet;

Thence South 32°34'03" East 296.75 feet to a point referenced herein as POINT 4826F;

Thence South 31°52'52" East 309.70 feet;



Thence South 33°00'16" East 305.76 feet;

Thence North 57°01'31" East 26.25 feet to a point referenced herein as POINT 4826G, said POINT 4826G being a point on the northeasterly line of Parcel 29, and being the terminus of this description of Sub Parcel 4826.

Said POINT 4826G bears North 05°19'43" West 2,887.05 feet from a found Standard Monument having grid coordinates of (Y) 2,146,107.37 feet and (X) 6,114,375.58 feet (NAD 83, Zone 0403, 2007.0), as monument being located at the intersection of Danville Boulevard and Rudgear Road as shown on the Record of Survey entitled "RS 2090 RECORD OF SURVEY", filed on August 25, 1994, in Book 106 of Licensed Surveyors' Maps at Page 4 (106 LSM 4), Contra Costa County Records.

Said Standard Monument bears South 27°58'17" East 201.21 feet from a found Spike and Washer stamped "C. C. Co." having grid coordinates of (Y) 2,146,285.07 feet and (X) 6,114,281.20 feet (NAD 83, Zone 0403, 2007.0), said spike and washer being located on the westerly side of Danville Boulevard as shown upon the Corner Record filed with the Contra Costa County Surveyor on December 28, 2010, in Book 117 of Corner Records at Page 41 (117 CR 41).

#### **Sub Parcel 4826-B (18c)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4826C, as said point is described above herein;

Thence North 82°19'05" East 30.19 feet, more or less, to the easterly line of above herein referenced PARCEL 18c, and the terminus of this description.

#### **Sub Parcel 4826-C (18c)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4826D, as said point is described above herein;

Thence North 68°20'00" East 29.40 feet, more or less, to the easterly line of above herein PARCEL 18c, and the terminus of this description.

#### **Sub Parcel 4826-D (18c)**

A strip of land 12 feet in width, the centerline of which is described below:

BEGINNING at POINT 4826E, as said point is described above herein;

Thence North 69°42'07" East 27.41 feet, more or less, to the northeasterly line of above herein referenced PARCEL 18c, and the terminus of this description.

**Sub Parcel 4826-E (29)**

A strip of land 12 feet in width, the centerline of which is described below:


BEGINNING at POINT 4826F, as said point is described above herein;

Thence North 87°33'30" East 28.81 feet, more or less, to the northeasterly line of above herein referenced PARCEL 29, and the terminus of this description.

Bearings and distances shown herein are based on the California Coordinate System of 1983, NAD 83, Zone 3, 2007.00. Multiply grid distances shown herein by 1.00008699 to obtain ground distances.

A plat showing the above described parcels is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

  
BARRY T. WILLIAMS, P.L.S. #6711



12/9/11  
Dated

FOUND 2" BRASS DISK WITH  
PUNCH "CCCO 2010" ON MEDIAN  
ISLAND IN YGNACIO VALLEY ROAD  
PER 120 CR 16  
LINCOLN AVENUE

S 13°45'56" E  
580.32'

(Y) 2155914.65

(X) 6112380.59

**P.O.C.**

SPIKE AND WASHER  
SET AT SOUTHERLY END OF  
RAILROAD BRIDGE ABUTMENT  
ON WEST SIDE OF CORRIDOR  
PER 120 CR 16

VILLAGE COURT

PARCEL 18a

IRON HORSE CORRIDOR

PARCEL 19

S 08°10'03" E 2178.98' (11E)

(Y) 2156478.30

(X) 6112242.51

# **LEGEND**

- BC - BEGIN CURVE
- CR - CORNER RECORD
- EC - END CURVE
- LSM - LAND SURVEYOR MAP
- M-M - MONUMENT TO MONUMENT
- PCC - POINT OF COMPOUND CURVATURE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- PRC - POINT OF REVERSE CURVATURE
- (R) - RADIAL BEARING
- RS - RECORD OF SURVEY
- (T) - TOTAL

⊠ FOUND AS NOTED

⊙ FOUND STANDARD MONUMENT

1"=100'

R=1163.71'  
Δ=01°15'27"  
L=25.54'

R=5717.98'  
Δ=00°15'06"  
L=25.12'

CENTERLINE  
SUBPARCEL 4257-A  
(17, 18a, 18b)  
(SEE SHEETS 38-41)

**P.O.B.**

POINT 4181A  
SUBPARCEL 4181  
(18c, 19, 22, 25b,  
25c, 27a, 28, 29)

CENTERLINE  
SUBPARCEL 4181  
(18c, 19, 22, 25b,  
25c, 27a, 28, 29)

S 31°40'05" W  
165.25'

R=54.87'  
Δ=48°04'48"  
L=46.04'

S 16°24'43" E  
59.52'

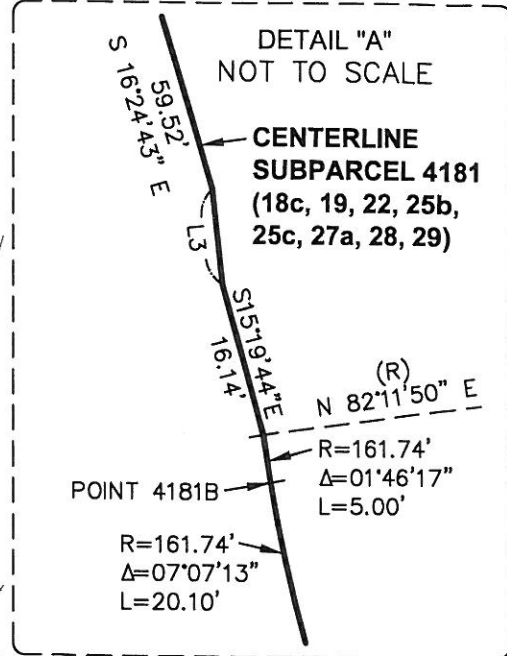
MT DIABLO BLVD  
SEE DETAIL "A"

N 82°11'50" E (R)  
R=161.74'  
Δ=08°53'30"  
L=25.10' (T)

R=161.74'  
Δ=08°53'30"  
L=25.10'

PARCEL 25b

SEE SHEET 2



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 16°25'32" W	6.15'
L2	S 17°56'05" W	30.38'
L3	S 06°24'43" E	10.00'



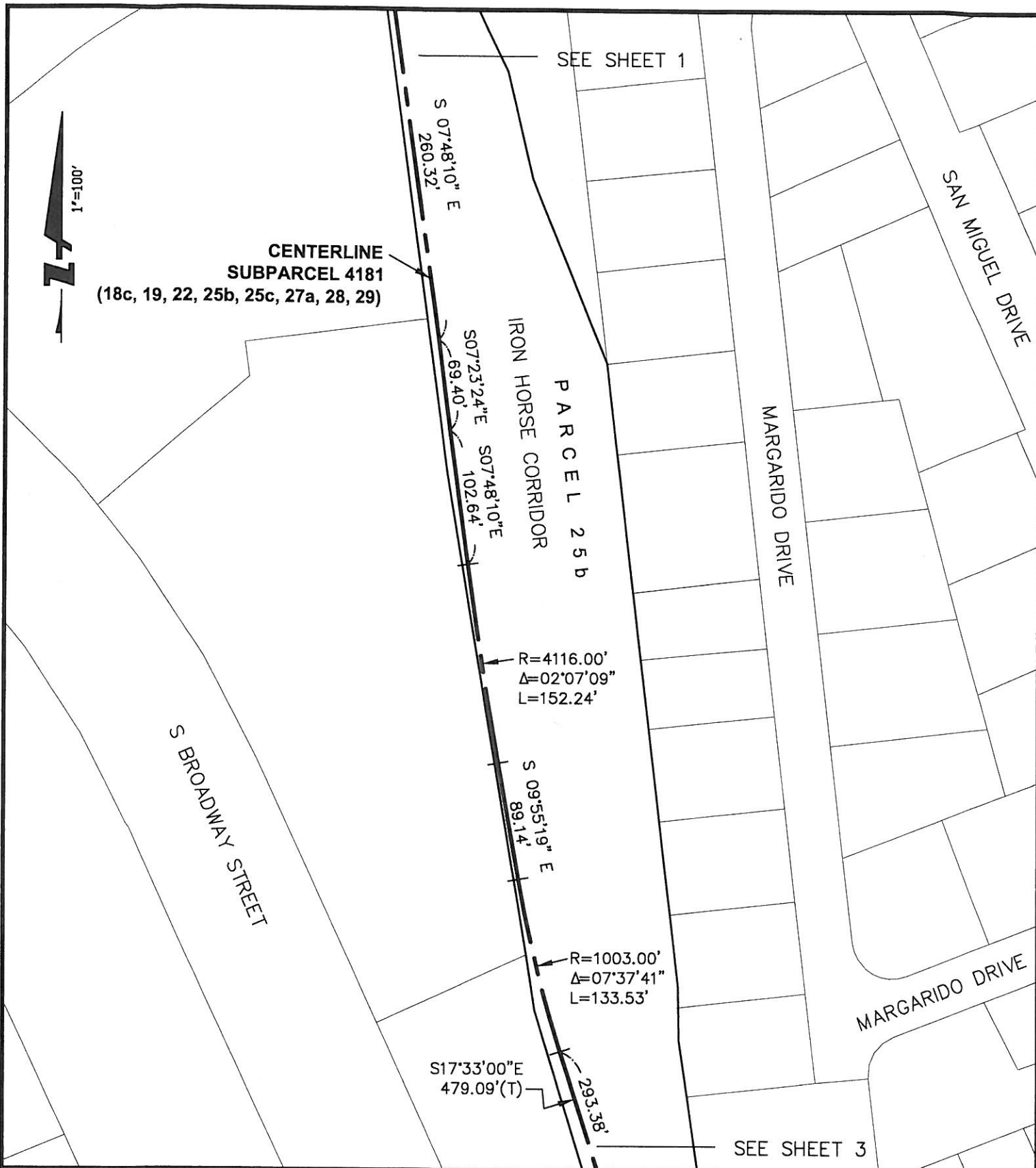
1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4181

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_

SHEET 1 OF 49

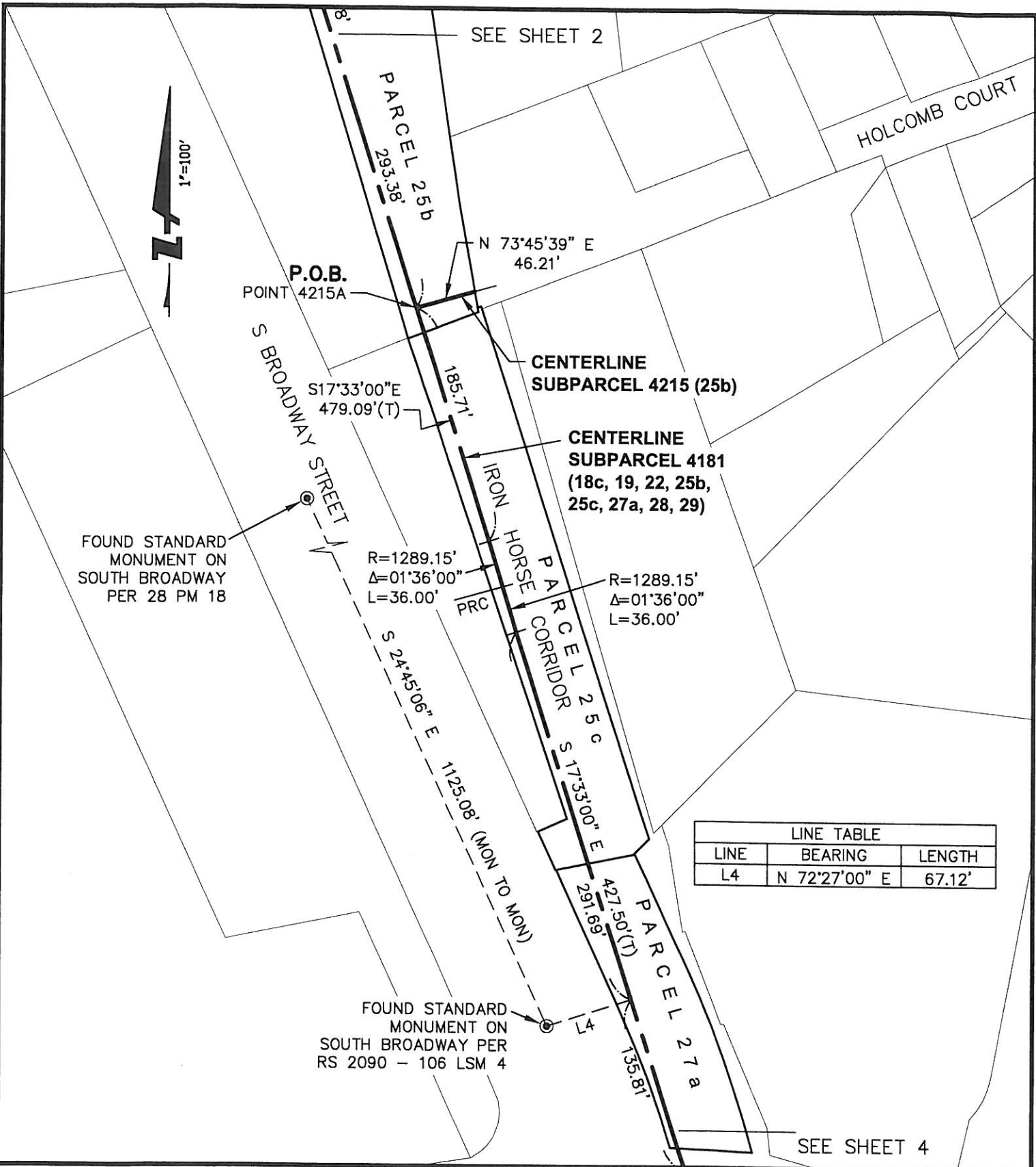


1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4181

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 2 OF 49



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4181

Job No. 20075086-51

By RL Date 12/07/11 Chkd.             
SHEET 3 OF 49

NEWELL AVENUE

SEE SHEET 3

NEWELL AVENUE

$R=385.00'$   
 $\Delta=16^{\circ}55'44''$   
 $L=113.75'$

S BROADWAY STREET

S  $00^{\circ}37'16''$  E  
 $130.58'$

PARCEL 27 b

$R=1000.00'$   
 $\Delta=04^{\circ}24'06''$   
 $L=76.82'$

S  $03^{\circ}46'50''$  W  
 $123.06'$

**CENTERLINE  
 SUBPARCEL 4181**  
 (18c, 19, 22, 25b, 25c, 27a, 28, 29)

$R=500.37'$   
 $\Delta=05^{\circ}00'05''$   
 $L=43.68'$

PCC

$R=381.01'$   
 $\Delta=07^{\circ}21'12''$   
 $L=48.90'$

PCC

$R=500.37'$   
 $\Delta=05^{\circ}00'05''$   
 $L=43.68'$

PARCEL 22

PARCEL 18 c  
 S BROADWAY STREET

S  $13^{\circ}34'32''$  E  $326.32'$

SEE SHEET 5



1646 NORTH CALIFORNIA BLVD.  
 SUITE 400  
 WALNUT CREEK, CA 94596  
 925-940-2200  
 925-940-2299 (FAX)

Subject EXHIBIT "B"  
4181  
 Job No. 20075086-51  
 By RL Date 12/07/11 Chkd.             
 SHEET 4 OF 49



SEE SHEET 4

S 13°34'32" E  
326.32'

R=3931.10'  
Δ=00°37'30"  
L=42.88'

ANDREA DRIVE

PARCEL 18c

R=2888.00'  
Δ=08°15'41"  
L=416.41'

CENTERLINE  
SUBPARCEL 4181  
(18c, 19, 22, 25b, 25c, 27a, 28, 29)

S BROADWAY STREET

PCC

R=3931.10'  
Δ=00°37'30"  
L=42.88'

S 25°05'13" E  
75.66'

R=5075.00'  
Δ=00°29'35"  
L=43.67'

PCC

R=3654.00'  
Δ=08°31'05"  
L=543.23'

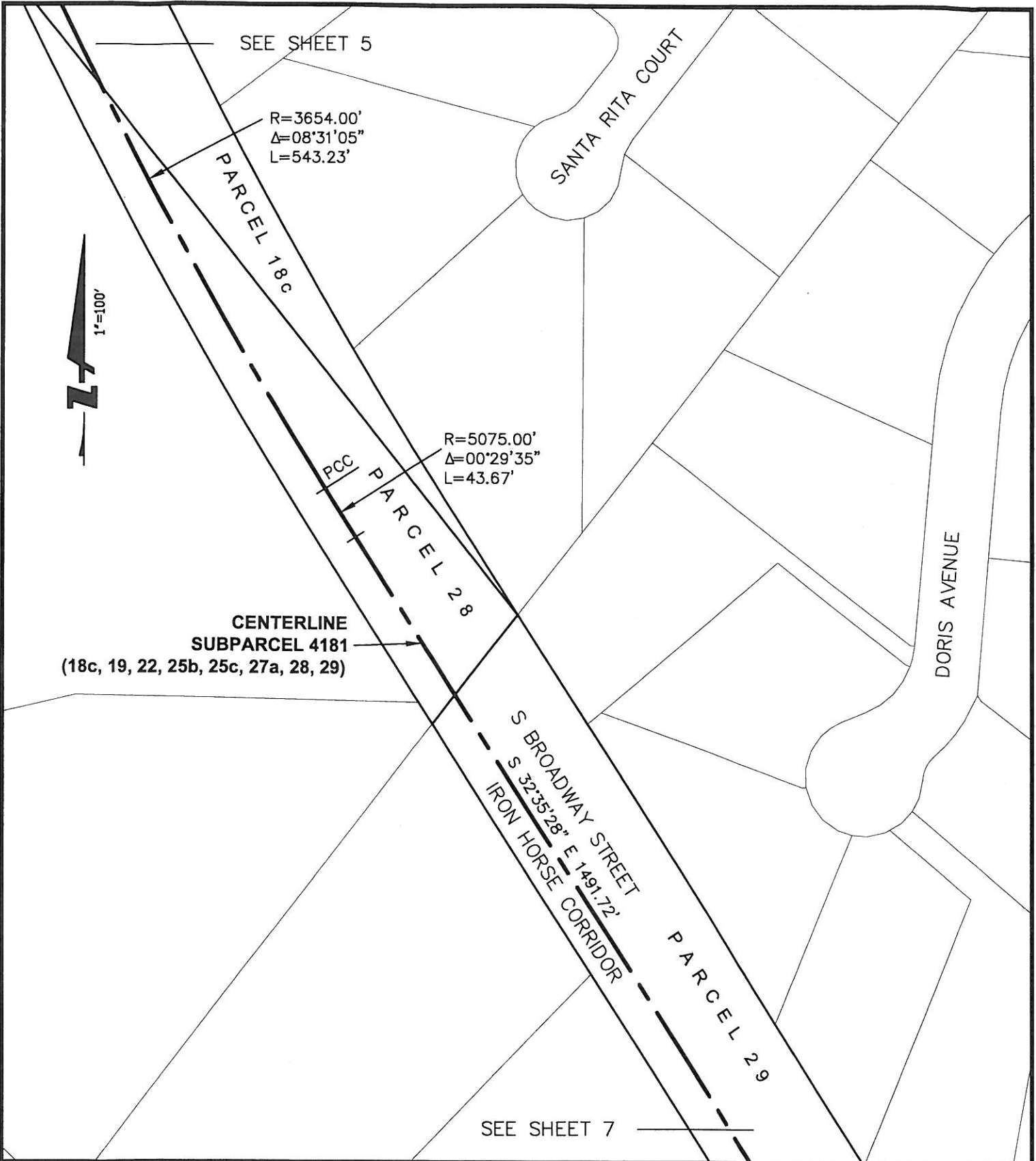
SANTA RITA DRIVE

SEE SHEET 6



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4181  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 5 OF 49



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4181  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 6 OF 49



SEE SHEET 6



CENTERLINE  
SUBPARCEL 4181  
(18c, 19, 22, 25b,  
25c, 27a, 28, 29)

S 32°35'28" E

1491.72'

IRON HORSE CORRIDOR  
S BROADWAY STREET  
PARCEL 29

CLIFF LANE

MURWOOD DRIVE

SEE SHEET 8

POINT 4181C



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4181

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 7 OF 49

SEE SHEET 7

POINT 4181C

CENTERLINE  
SUBPARCEL 4181  
(18c, 19, 22, 25b, 25c, 27a, 28, 29)

CENTERLINE  
SUBPARCEL 4257-B (29-31)  
(SEE SHEETS 42-44)

1"=100'

CREEKSIDE DRIVE

PARCEL 29

PARCEL 30  
SOUTH BROADWAY  
IRON HORSE CORRIDOR

FOUND SPIKE AND  
WASHER STAMPED  
"C. C. CO." AT WEST  
EDGE OF DANVILLE BLVD  
PER 117 CR 41

(Y) 2146285.07  
(X) 6114281.20

(Y) 2146107.37  
(X) 6114375.58

FOUND STANDARD MONUMENT  
AT DANVILLE BLVD AND  
RUDGEAR ROAD PER  
RS 2090 - 106 LSM 4

2267.47' (TIE)

N 00°50'54" E

S 27°58'17" E  
201.21' (TIE)

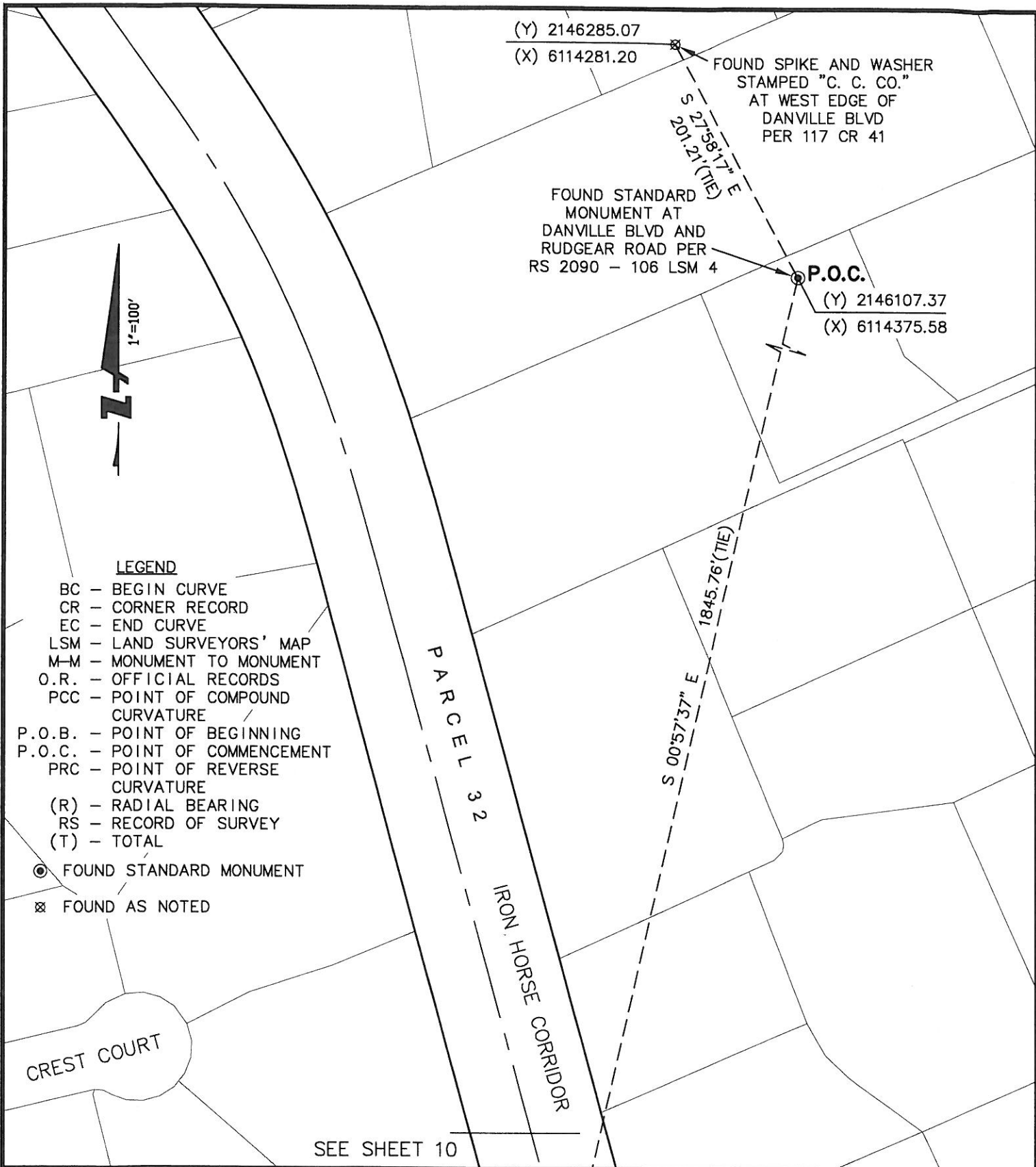


1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4181

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 8 OF 49



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd.             
SHEET 9 OF 49

SEE SHEET 9

P.O.B.

POINT 4224C

SUBPARCEL 4224 (33-41, 44-47)

CENTERLINE

SUBPARCEL 4224 (33-41, 44-47)

175.22'

PARCEL 33

P.O.B.

POINT 1583C

S 67°11'10" W

45.15'

CENTERLINE

SUBPARCEL 1583-C (33)

1"=100'

IRON HORSE CORRIDOR  
S 15°06'34" E 815.64'(T)  
640.42'

SEE SHEET 11

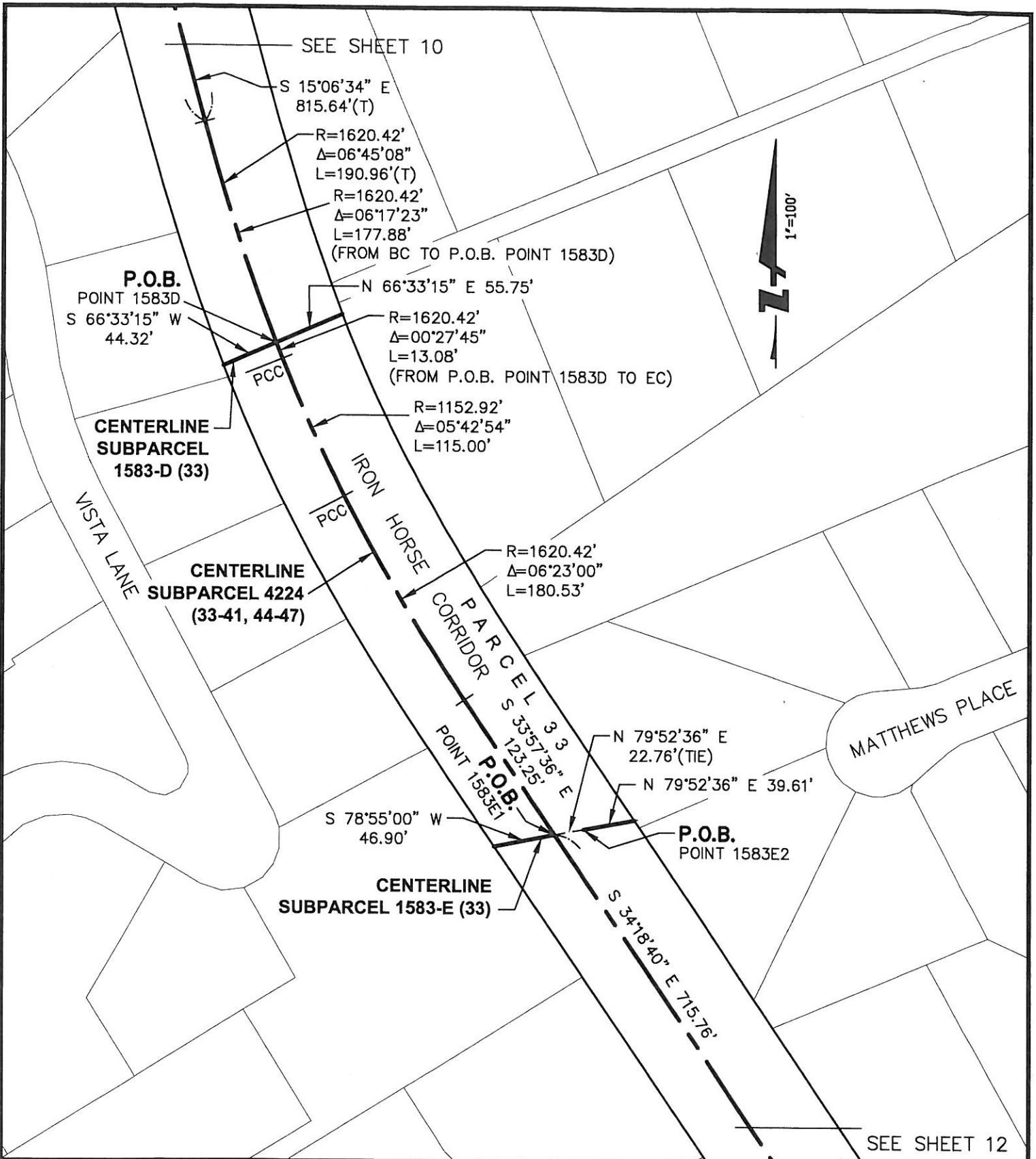


1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

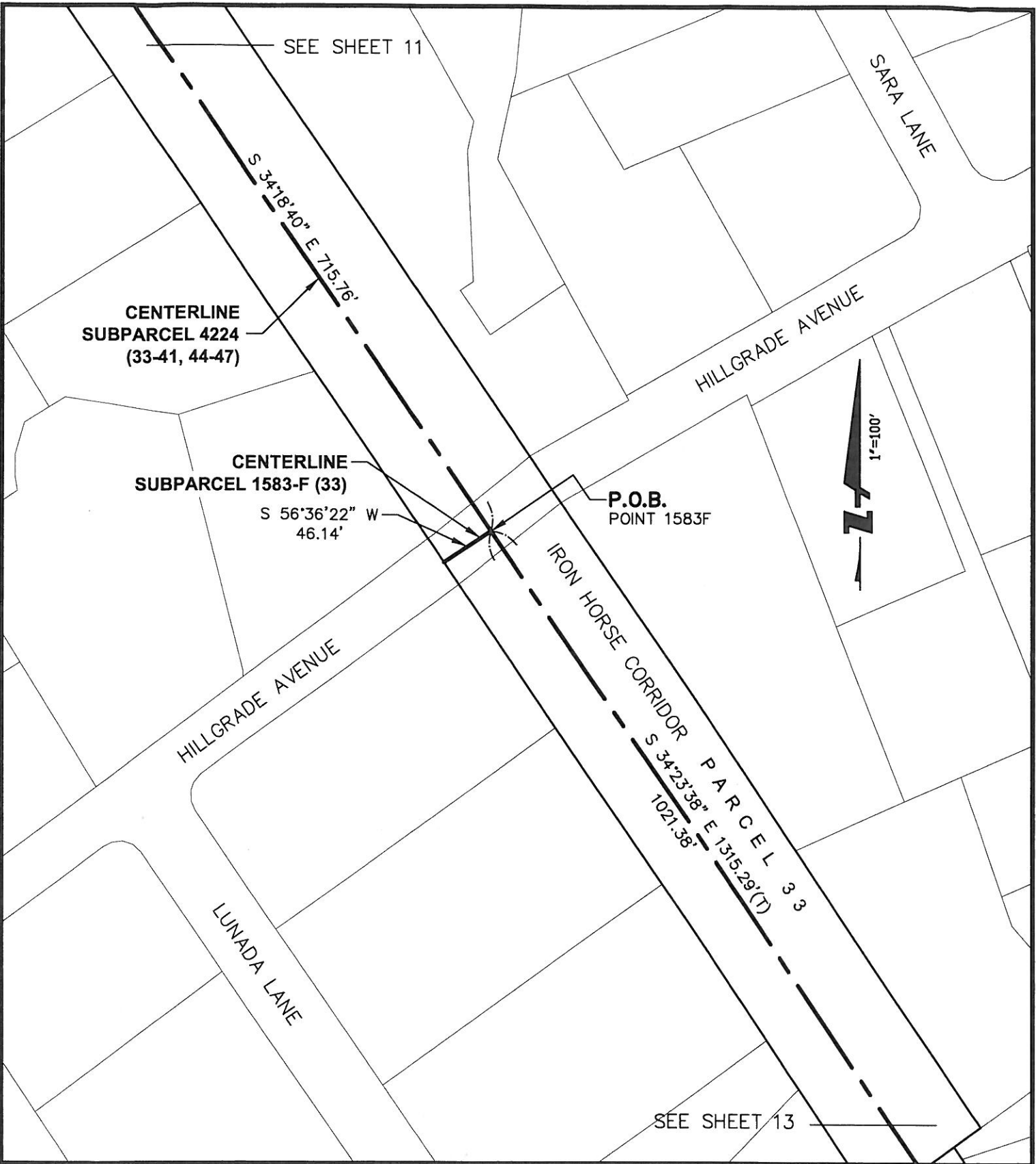
Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 10 OF 49



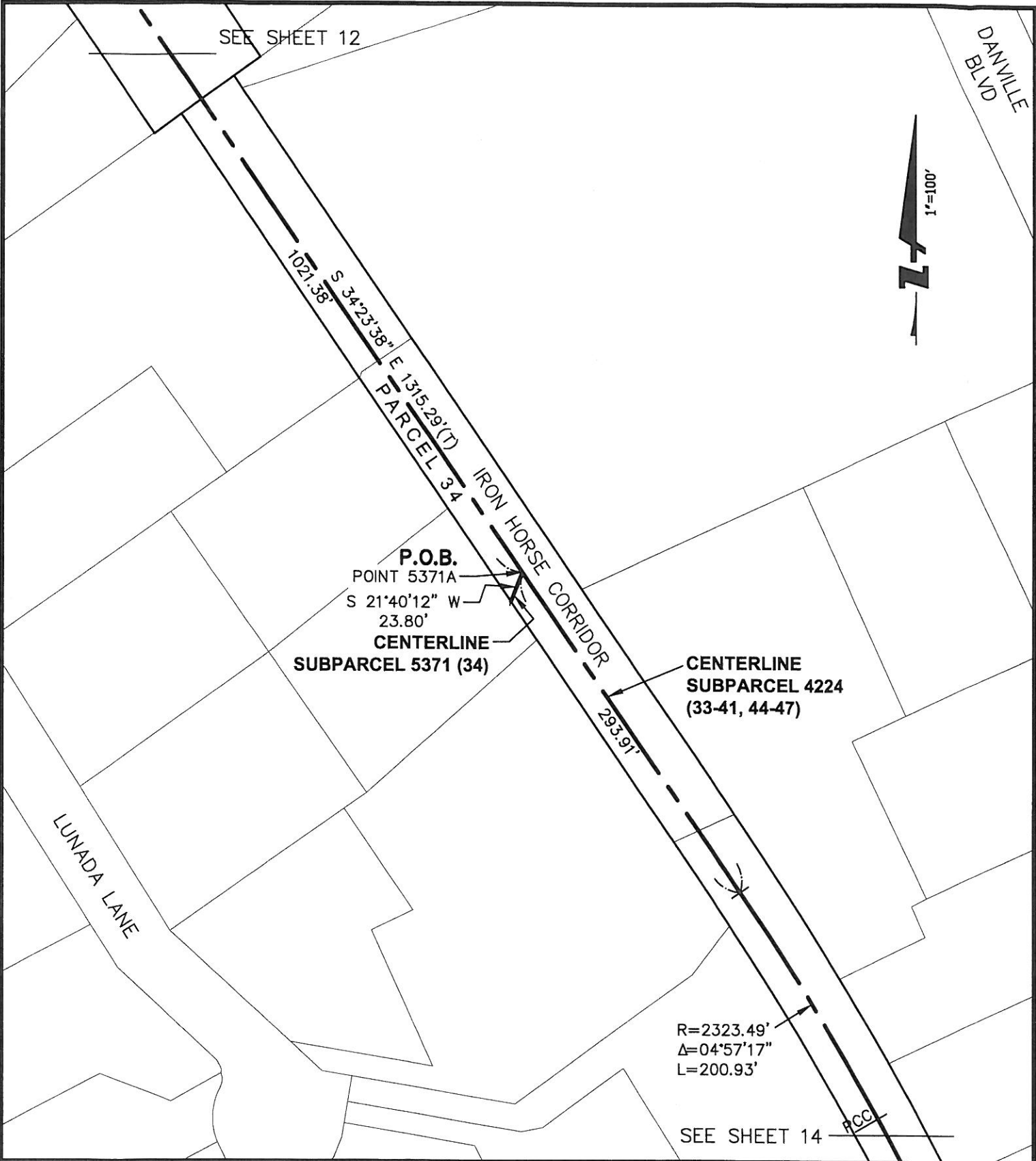
1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd.             
SHEET 11 OF 49



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 12 OF 49



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 13 OF 49



SEE SHEET 13

R=1902.86'  
Δ=01°41'10"  
L=56.00'

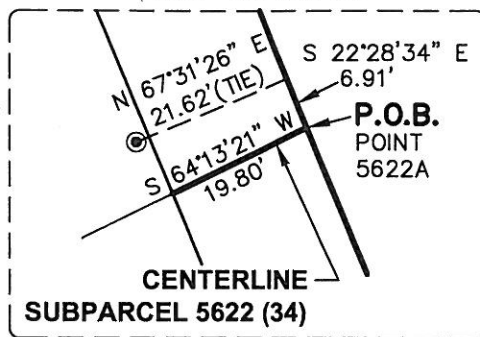


PCC

R=2323.49'  
Δ=05°16'37"  
L=213.99'

PARCEL 34

DETAIL "A"  
NOT TO SCALE



DANVILLE BLVD

CENTERLINE  
SUBPARCEL 4224  
(33-41, 44-47)

LUNADA LANE

CERVATO DRIVE

FOUND STANDARD  
MONUMENT ON  
CERVATO DRIVE  
SOUTHWEST OF  
DANVILLE BLVD PER  
RS 2090 - 106 LSM 4

P.O.B.  
POINT 5622A

SEE DETAIL "A"

CENTERLINE  
SUBPARCEL 5622 (34)

CERVATO CIRCLE

LUNADA LANE

CERVATO CIRCLE

SEE SHEET 15



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

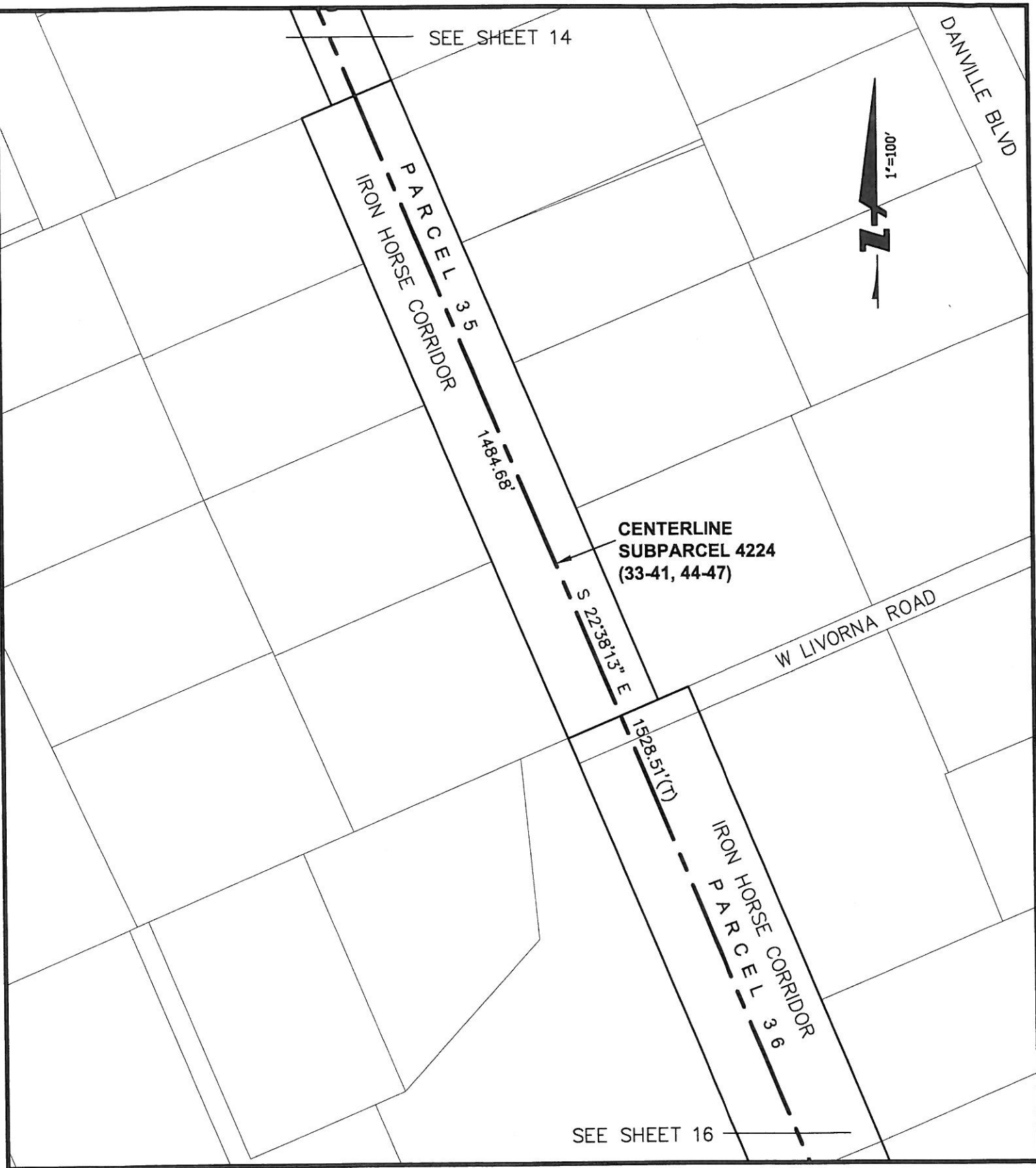
Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd.           

SHEET 14 OF 49





1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 15 OF 49

SEE SHEET 15

**P.O.B.**  
POINT 4224D  
S 40°00'06" W 48.56'  
**CENTERLINE**  
**SUBPARCEL 4224-B (36)**  
SEE DETAIL "B"

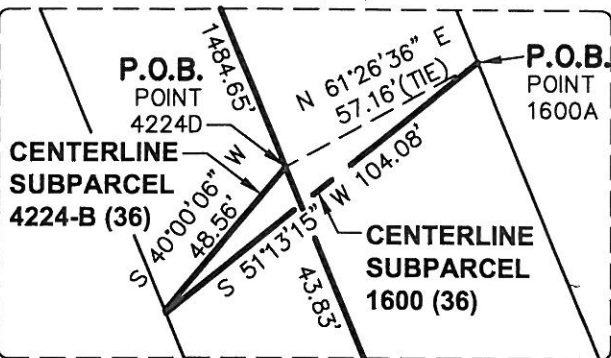
N 61°26'36" E  
57.16'(TIE)

**P.O.B.**  
POINT 1600A

**CENTERLINE**  
**SUBPARCEL 1600 (36)**

R=5576.54'  
Δ=01°07'31"  
L=109.52'

DETAIL "B"  
NOT TO SCALE



R=3812.72'  
Δ=07°32'58"  
L=502.37'

**CENTERLINE**  
**SUBPARCEL 4224**  
**(33-41, 44-47)**

R=947.93'  
Δ=25°06'58"  
L=415.53'(T)

SEE SHEET 17



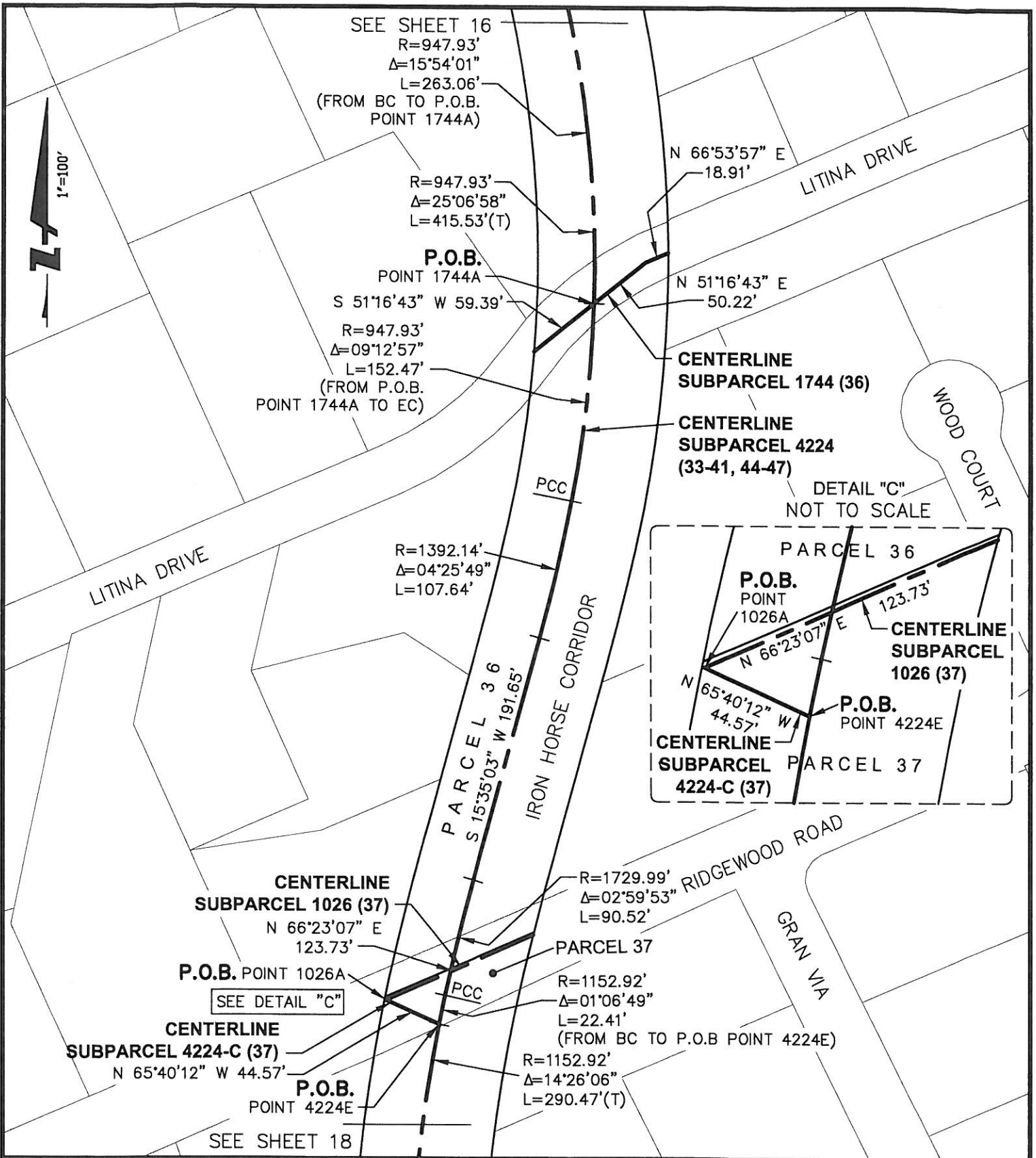
1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_

SHEET 16 OF 49



1646 NORTH CALIFORNIA BLVD.  
 SUITE 400  
 WALNUT CREEK, CA 94596  
 925-940-2200  
 925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224  
 Job No. 20075086-51  
 By RL Date 12/07/11 Chkd. \_\_\_\_\_  
 SHEET 17 OF 49

SEE SHEET 17

$R=1152.92'$   
 $\Delta=14^{\circ}26'06''$   
 $L=290.47'(T)$   
 $\Delta=13^{\circ}19'17''$   
 $L=268.06'$   
(FROM P.O.B. POINT 4224E TO EC)

PCC

CENTERLINE  
SUBPARCEL 4224 (33-41, 44-47)

LUNADA LANE

IRON HORSE CORRIDOR  
PARCEL 37

VIA LUCIA

1"=100'

$R=1439.40'$   
 $\Delta=40^{\circ}30'58''$   
 $L=1017.86'$

SEE SHEET 19



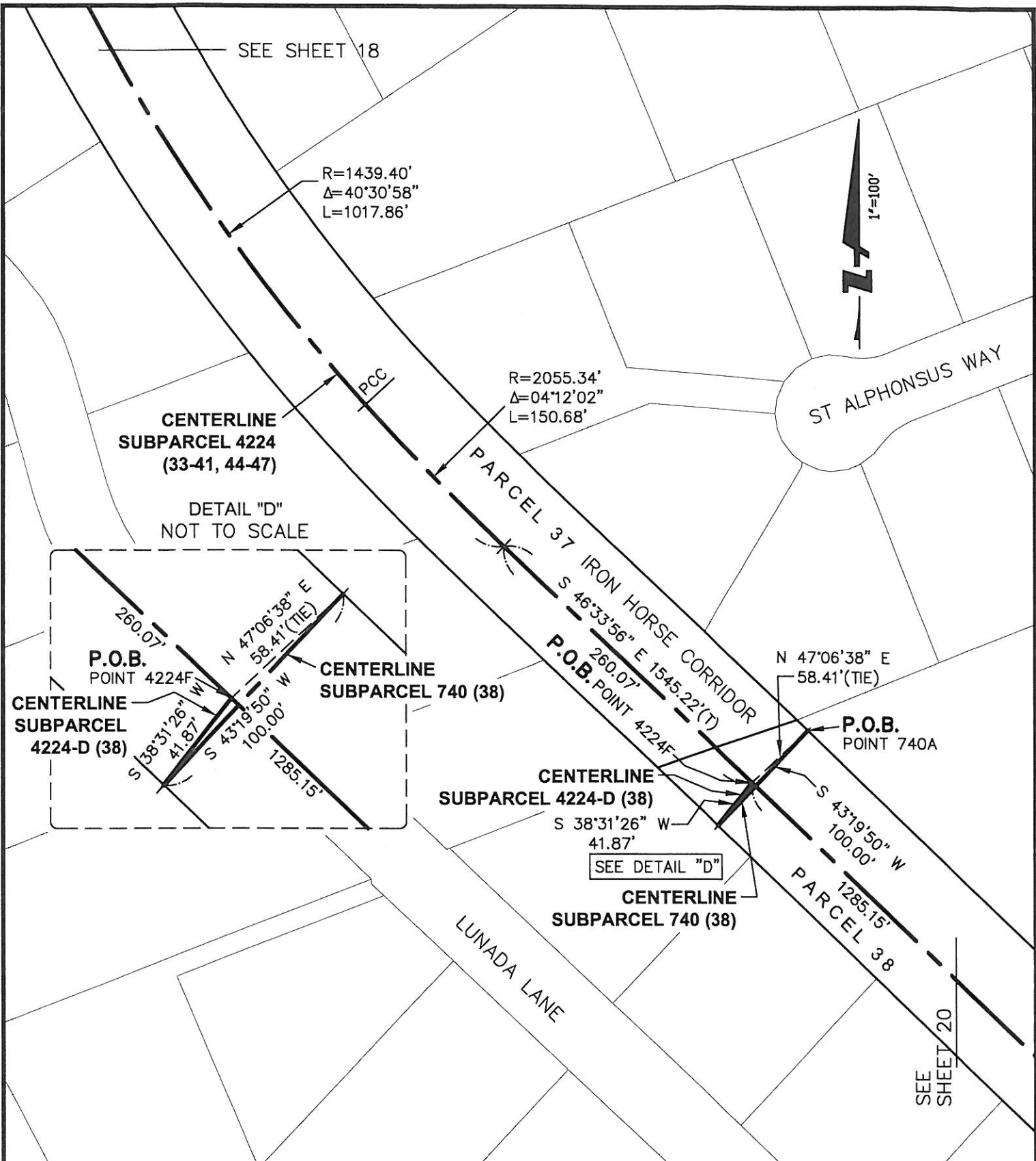
1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

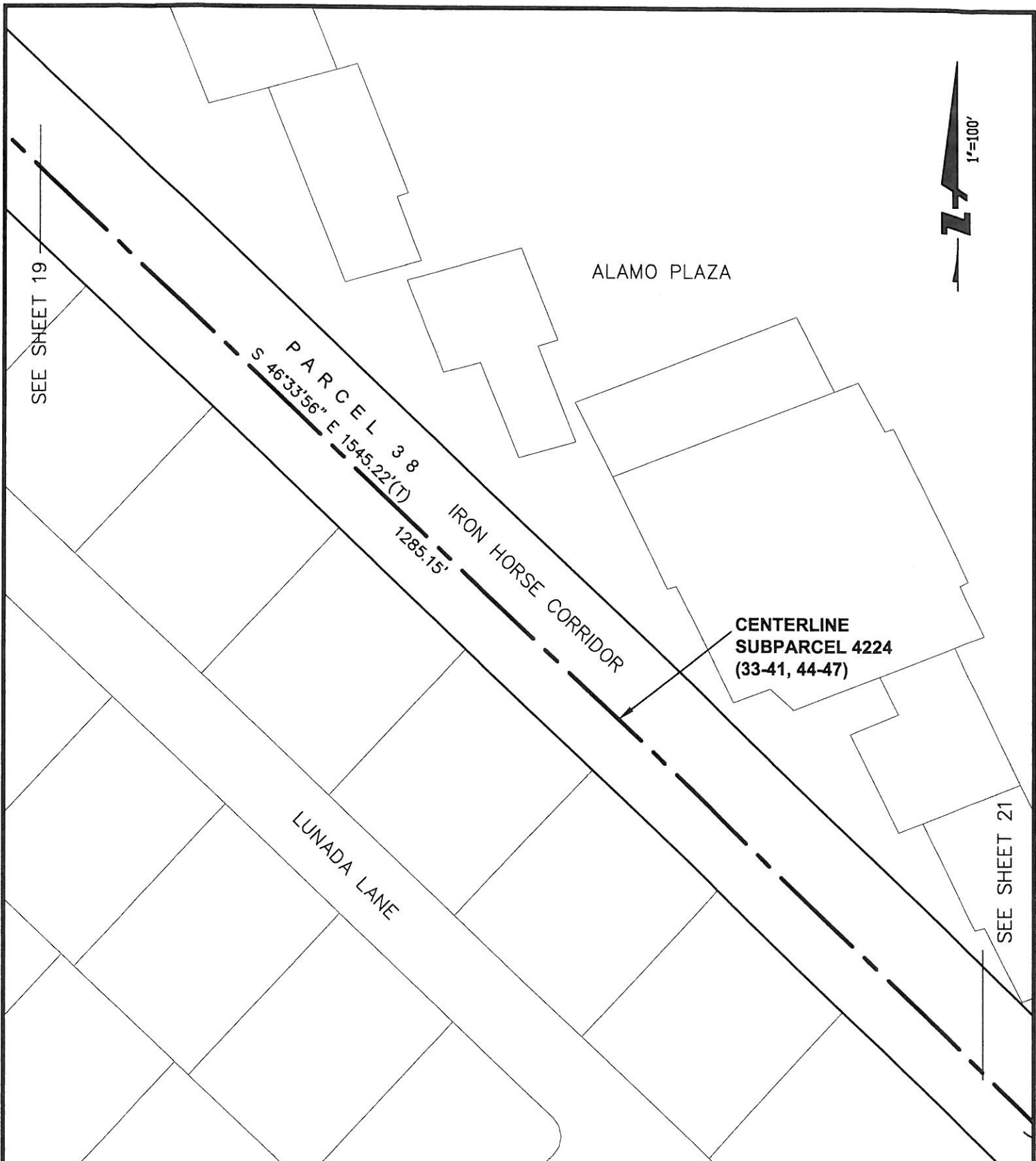
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 18 OF 49

1054



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 19 OF 49



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 20 OF 49

ALAMO  
PLAZA

STONE VALLEY ROAD

DANVILLE BLVD

SEE SHEET 20

S 46°34'23" E 337.53'  
PARCEL 38

PARCEL 39

CENTERLINE  
SUBPARCEL 4224 (33-41, 44-47)

IRON HORSE CORRIDOR PARCEL 40

R=5721.58'  
 $\Delta=08^{\circ}05'16''$   
L=807.65'(T)

SEE SHEET 22

P.O.B.



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 21 OF 49

1057



SEE SHEET 21

$R=5721.58'$   
 $\Delta=06^{\circ}30'37''$   
 $L=650.12'$

(FROM BC TO P.O.B. POINT 4224G)

$R=5721.58'$   
 $\Delta=08^{\circ}05'16''$   
 $L=807.65'(T)$

**P.O.B.**  
POINT 4224G  
**CENTERLINE**  
**SUBPARCEL**  
**4224-E (40)**

SEE DETAIL "E"

FOUND NAIL ON  
LAS TRAMPAS ROAD  
PER 118 CR 33

**P.O.B. POINT 5351A**  
**CENTERLINE**  
**SUBPARCEL 5351 (40)**

$R=5721.58'$   
 $\Delta=01^{\circ}13'11''$   
 $L=121.80'$   
(FROM P.O.B.  
POINT 5351A TO EC)

POINT 5351A TO EC)

FOUND STANDARD  
MONUMENT AT  
LAS TRAMPAS ROAD  
AND PATRICIA LANE  
PER 118 CR 33

DETAIL "E"  
NOT TO SCALE

**CENTERLINE**  
**SUBPARCEL**  
**4224-E (40)**

**P.O.B. POINT 4224G**

$R=5721.58'$   
 $\Delta=00^{\circ}21'28''$   
 $L=35.73'$   
(FROM P.O.B. POINT 4224G  
TO P.O.B. POINT 5351A)

FOUND NAIL  
 $S 50^{\circ}11'57'' W (R)$   
 $8.60'(TIE)$

**CENTERLINE**  
**SUBPARCEL**  
**5351 (40)**

**P.O.B.**  
POINT 5351A

$R=5721.58'$   
 $\Delta=01^{\circ}18'56''$   
 $L=131.38'$   
(TIE)

SEE SHEET 23



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 22 OF 49



SEE SHEET 22

PARCEL 40  
S 38°29'07" E 1196.42'

DANVILLE BLVD

CENTERLINE  
SUBPARCEL 1912 (40)

P.O.B.

POINT 1912A

SEE DETAIL "F"

N 51°15'43" E  
50.00'

POINT 4224H

IRON HORSE CORRIDOR  
S 77°43'59" W  
18.50' (TIE)

CENTERLINE  
SUBPARCEL 4224  
(33-41, 44-47)

VIA SERENA

SOUTH AVENUE

LA SERENA

DETAIL "F"  
NOT TO SCALE

CENTERLINE  
SUBPARCEL  
1912 (40)

POINT 4224H

S 77°43'59" W  
18.50' (TIE)

P.O.B.

POINT 1912A

P.O.B.  
POINT 4224R

CENTERLINE  
SUBPARCEL 4224-F (40)

N 51°30'15" E  
33.70'

LA SERENA AVENUE

SEE SHEET 24

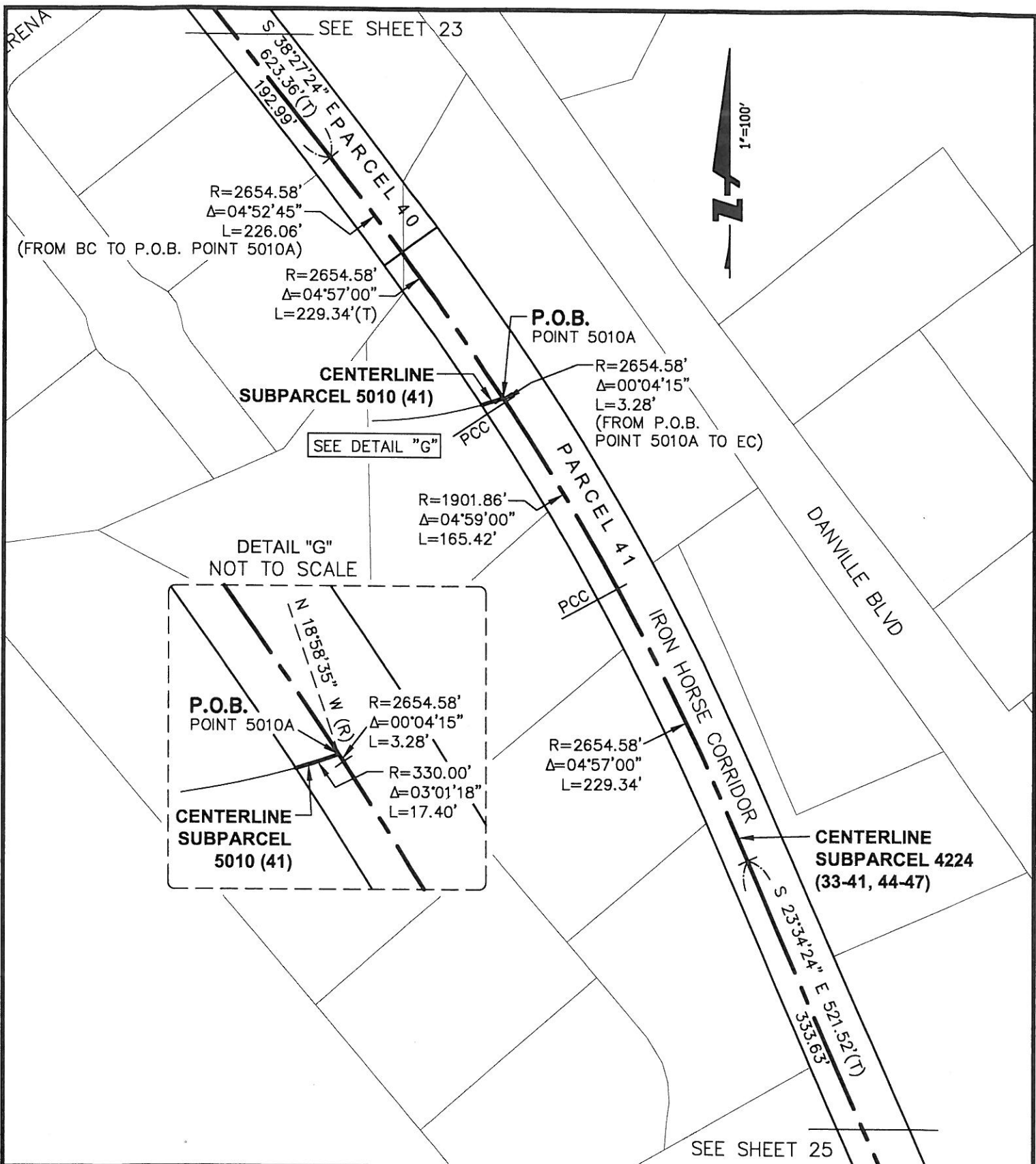


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Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
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1646 NORTH CALIFORNIA BLVD.  
 SUITE 400  
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 925-940-2200  
 925-940-2299 (FAX)

Subject EXHIBIT "B"

4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_

SHEET 24 OF 49

1060

SEE SHEET 24

DANVILLE BLVD

P.O.B. POINT 4224J  
S 88°50'39" E 35.62'(TIE)

CENTERLINE  
SUBPARCEL 4224-G (41)

S 06°49'50" W 34.85'

SEE DETAIL "H"

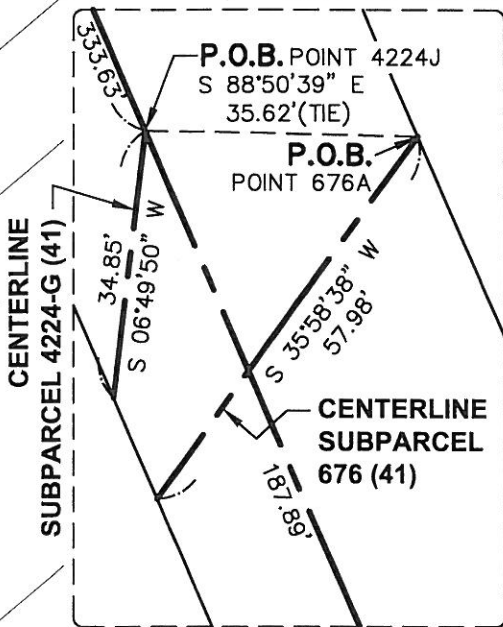
P.O.B. POINT 676A  
S 35°58'38" W 57.98'  
CENTERLINE  
SUBPARCEL 676 (41)



1"=100'

HEMME AVENUE

DETAIL "H"  
NOT TO SCALE



R=4064.26'  
Δ=02°07'32"  
L=150.78'

CENTERLINE  
SUBPARCEL 5189 (41)

R=2872.79'  
Δ=02°03'31"  
L=103.22'  
(FROM BC TO  
P.O.B. POINT 5189A)

P.O.B. POINT 5189A

CENTERLINE  
SUBPARCEL 4224  
(33-41, 44-47)

R=2872.79'  
Δ=12°19'34"  
L=618.03'(T)

R=2872.79'  
Δ=08°17'03"  
L=415.37'  
(FROM P.O.B. POINT 5189A  
TO P.O.B. POINT 5528A)

SEE SHEET 26



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_

SHEET 25 OF 49

SEE SHEET 25

P.O.B. POINT 5528A

SEE DETAIL "I"

CENTERLINE  
SUBPARCEL  
5528 (41)

R=2872.79'  
 $\Delta=01^{\circ}59'00''$   
L=99.44'  
(FROM P.O.B. POINT 5528A TO PCC)

R=4064.26'  
 $\Delta=02^{\circ}07'32''$   
L=150.78'

P.O.B. POINT 5188A

CENTERLINE  
SUBPARCEL  
5188 (41)

30.73'

S 40°09'02" E 803.70'(T)  
S 49°51'10" W 16.93'

IRON HORSE CORRIDOR  
772.97'

CENTERLINE  
SUBPARCEL 4224  
(33-41, 44-47)

GARY WAY

DANIEL DRIVE

DANVILLE BLVD



DETAIL "I"  
NOT TO SCALE

R=2872.79'  
 $\Delta=08^{\circ}17'03''$   
L=415.37'  
(FROM P.O.B. POINT 5189A  
TO P.O.B POINT 5528A)

P.O.B. POINT 5528A

CENTERLINE  
SUBPARCEL 5528 (41)

R=2872.79'  
 $\Delta=01^{\circ}59'00''$   
L=99.44'  
(FROM P.O.B.  
POINT 5528A TO EC)

S 51°04'19" W  
17.09'

SEE SHEET 27



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 26 OF 49

SEE SHEET 26

**P.O.B. POINT 841B  
CENTERLINE  
SUBPARCEL 841-B (41)**

R=230.31'  
Δ=07°12'15"  
L=28.96'(T)

**P.O.B. POINT 841A  
CENTERLINE  
SUBPARCEL 841-A (41)**

R=230.31'  
Δ=07°17'32"  
L=29.31'

CAMILLE AVENUE

SEE DETAIL "J"

**CENTERLINE  
SUBPARCEL 4224 (33-41, 44-47)**

1"=100'



FOUND RAILROAD SPIKE  
AT CAMILLE AVENUE AND  
CAMILLE COURT PER  
RS 2090 - 106 LSM 4

CAMILLE COURT

DETAIL "J"  
NOT TO SCALE

FOUND STANDARD  
MONUMENT ON  
CAMILLE AVENUE PER  
RS 2090 - 106 LSM 4

R=230.31'  
Δ=06°59'25"  
L=28.10'  
(FROM BC TO  
P.O.B. POINT 841A)

N 41°13'47" E  
15.38'(TIE)

**CENTERLINE  
SUBPARCEL 841-B (41)**

**P.O.B. POINT 841B**

**P.O.B. POINT 841A**

**CENTERLINE  
SUBPARCEL 4224  
(33-41, 44-47)**

**CENTERLINE  
SUBPARCEL 841-A (41)**

R=230.31'  
Δ=00°12'50"  
L=0.86'  
(FROM P.O.B. POINT  
841A TO EC)

R=230.31'  
Δ=07°12'15"  
L=28.96'

CAMILLE COURT

SEE SHEET 28

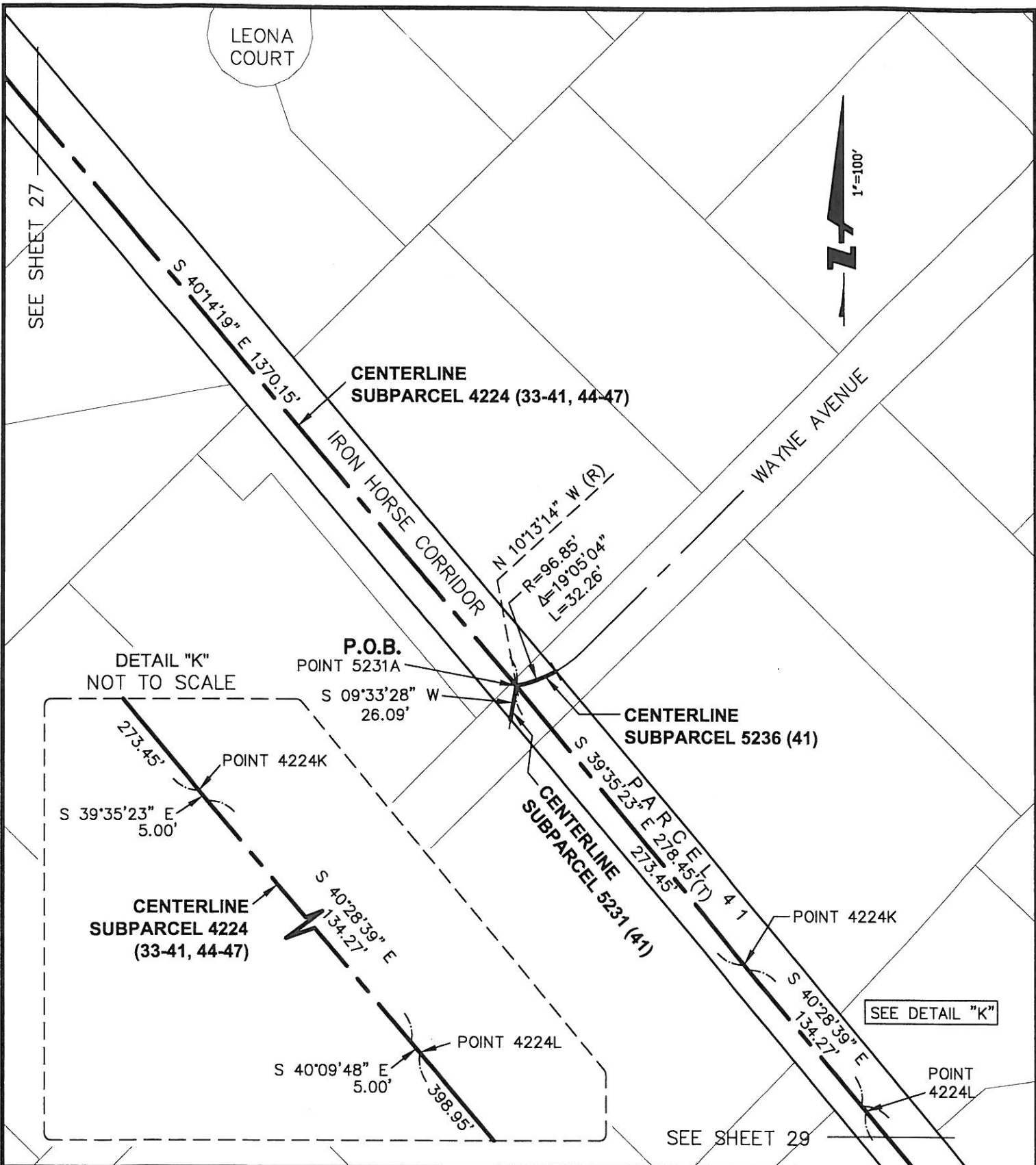


1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

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SHEET 27 OF 49



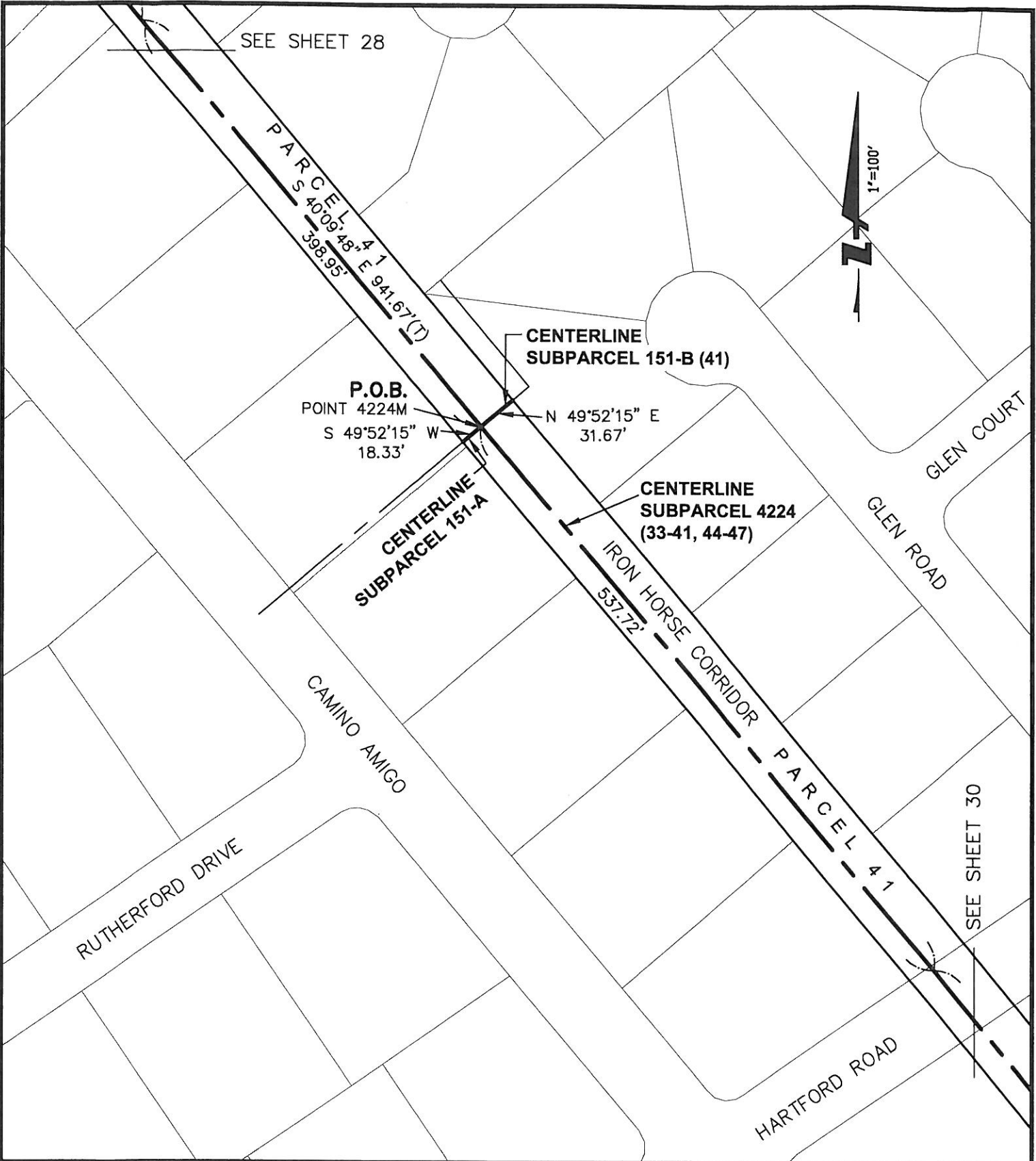
1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

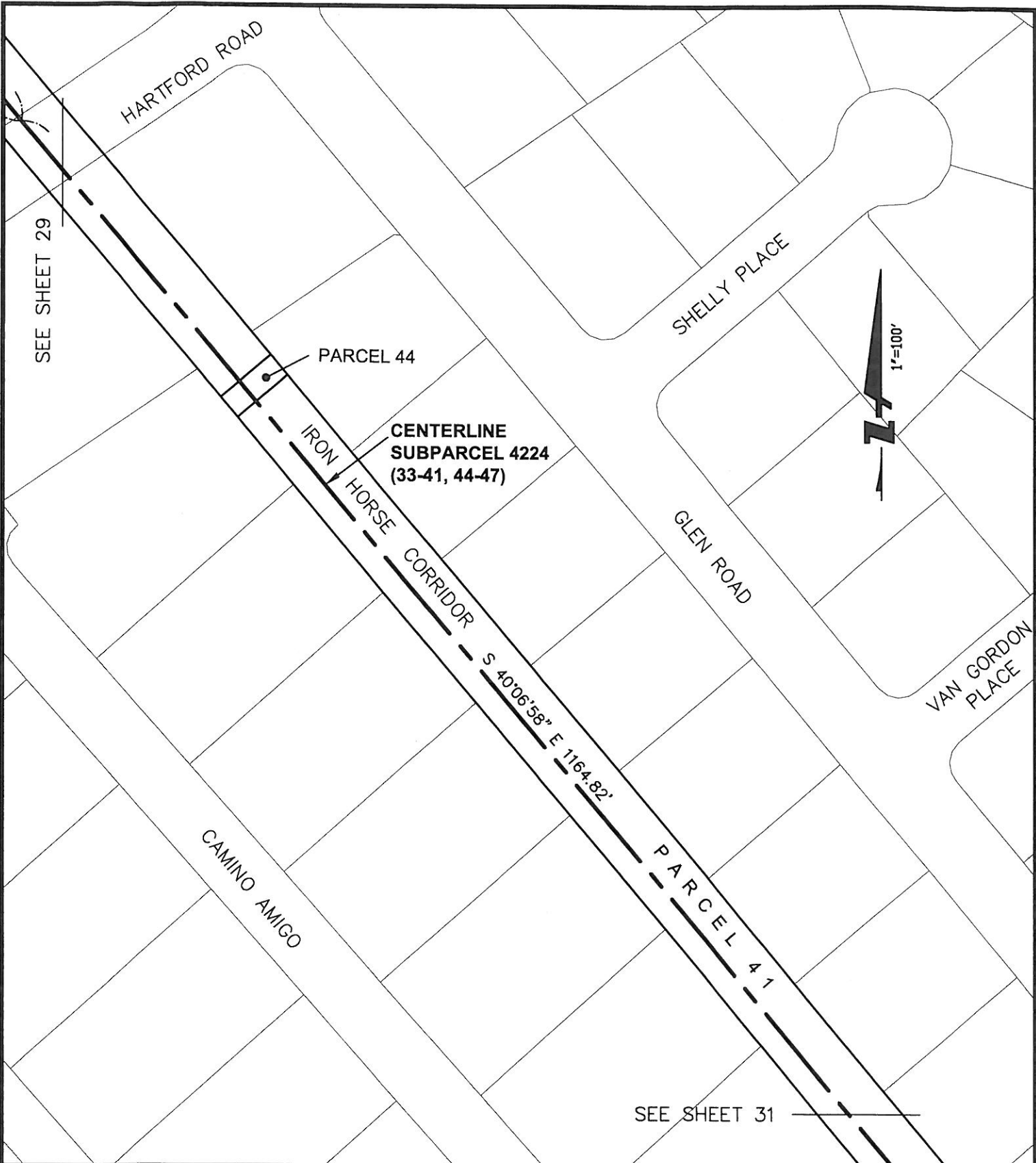
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 28 OF 49





1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
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Subject EXHIBIT "B"  
4224  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
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SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 30 OF 49



SEE SHEET 30

S40°06'58"E  
1164.82'

GLEN ROAD

IRON HORSE CORRIDOR

CENTERLINE  
SUBPARCEL 4224  
(33-41, 44-47)

PARCEL 41

R=5937.50'  
Δ=12°31'50"  
L=1298.53'(T)



CALMAR VISTA ROAD

CAMINO AMIGO

SEE SHEET 32



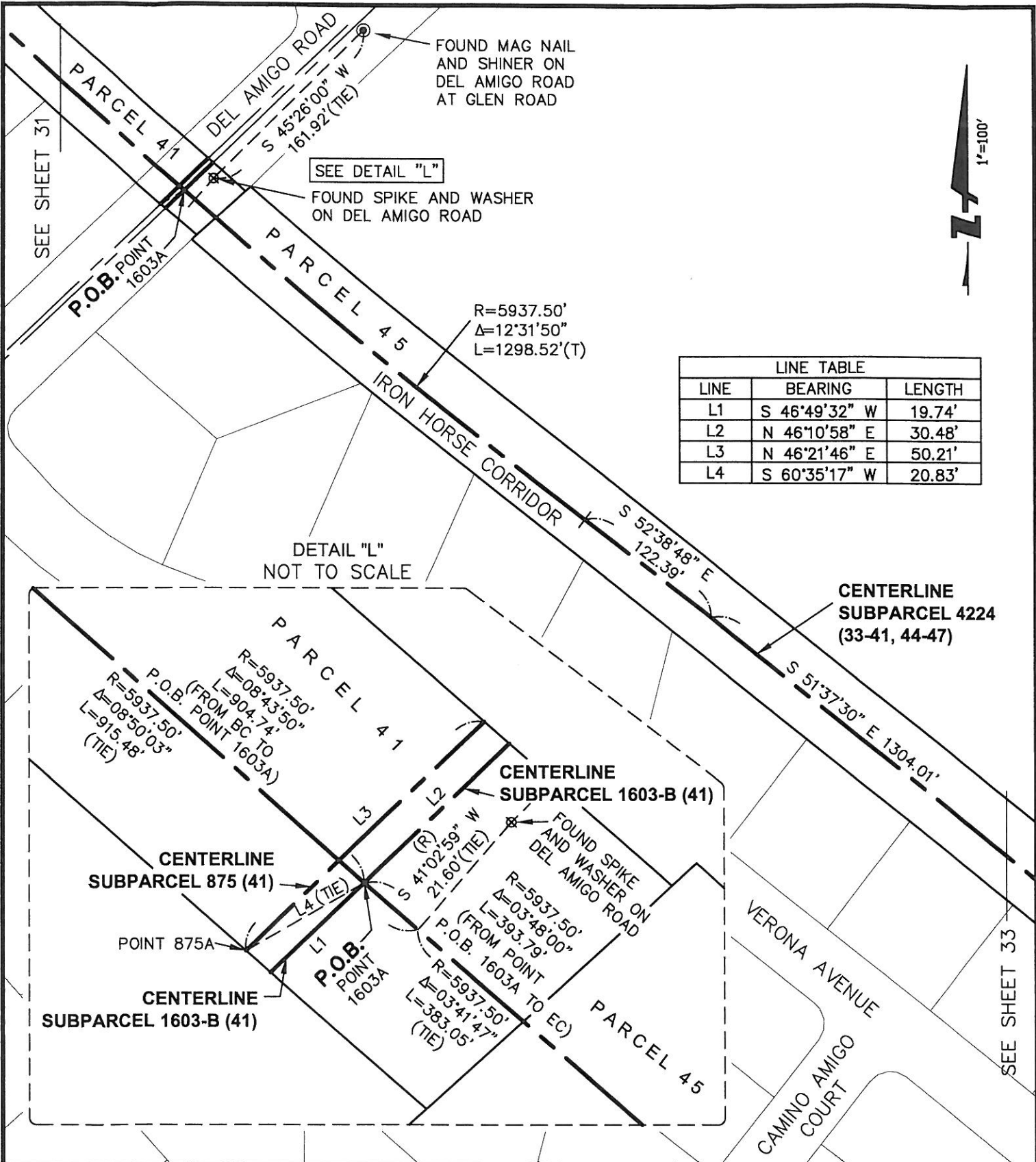
1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_

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1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd.             
SHEET 32 OF 49



SEE SHEET 32

IRON HORSE CORRIDOR

SAN RAMON VALLEY  
HIGH SCHOOL

PARCEL 45  
S 51°37'30" E 1304.01'

CENTERLINE  
SUBPARCEL 4224 (33-41, 44-47)

PARCEL 46

VERONA AVENUE

VEDA DRIVE

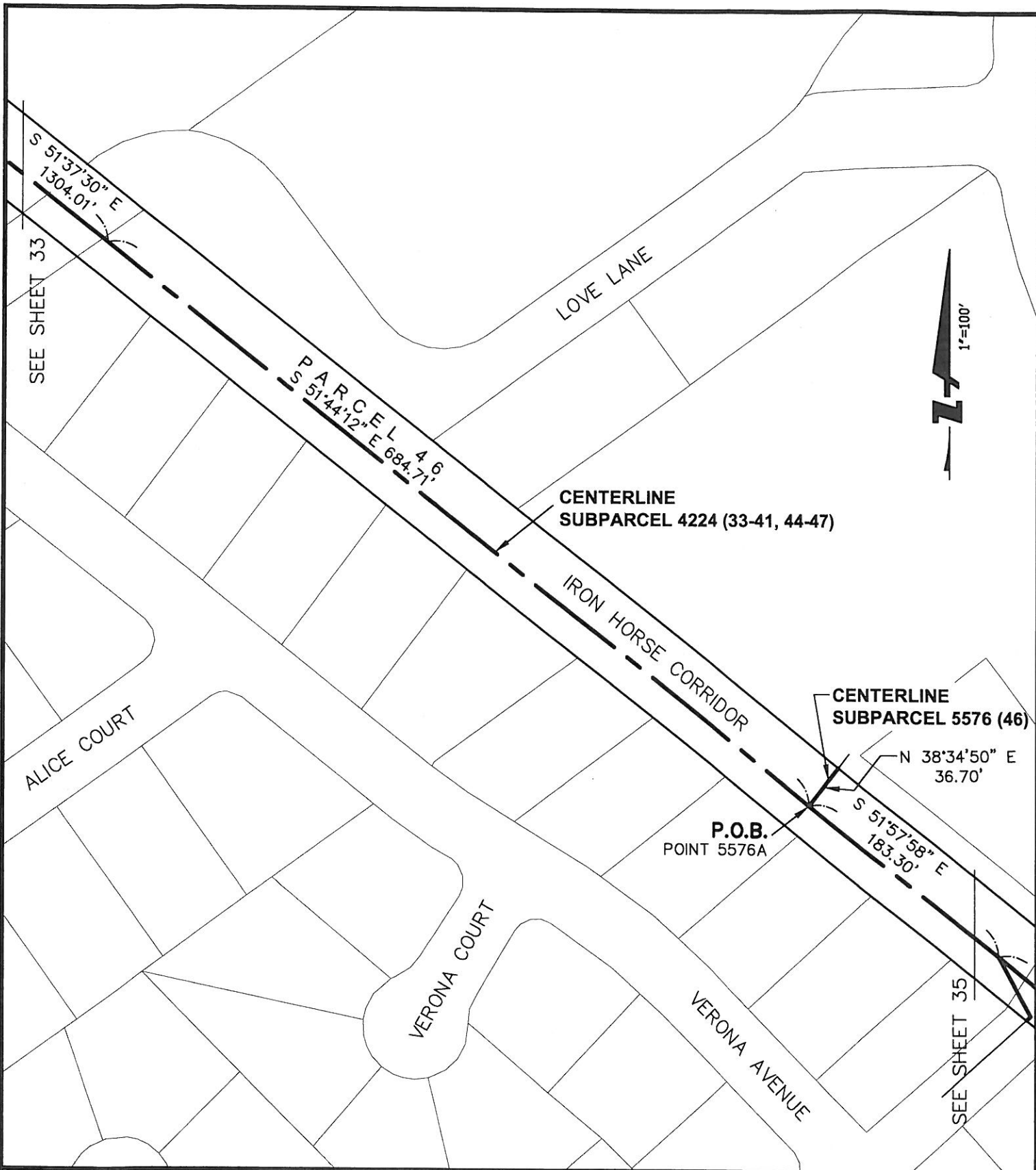
LOVE LANE

SEE SHEET 34



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 33 OF 39

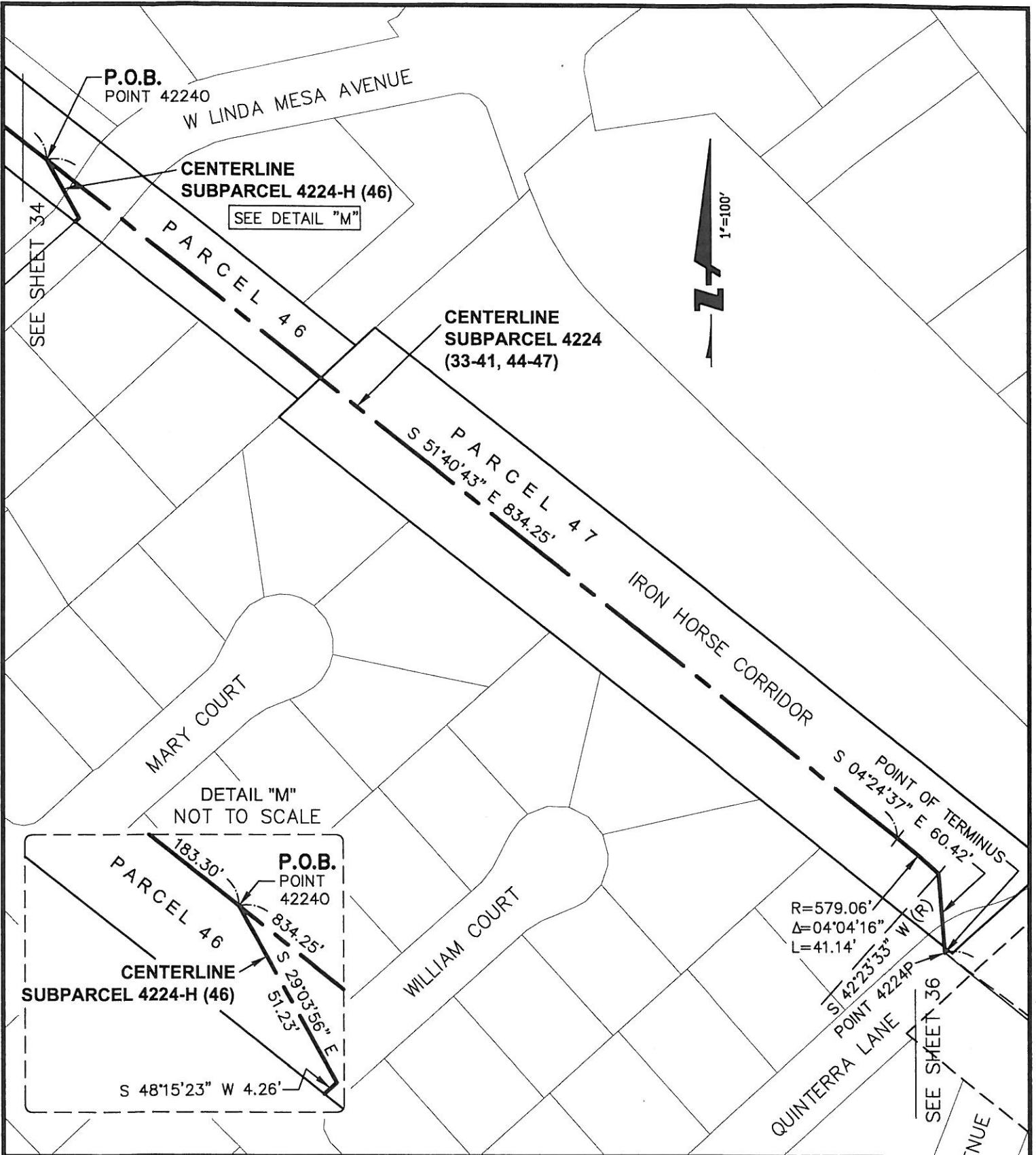


1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

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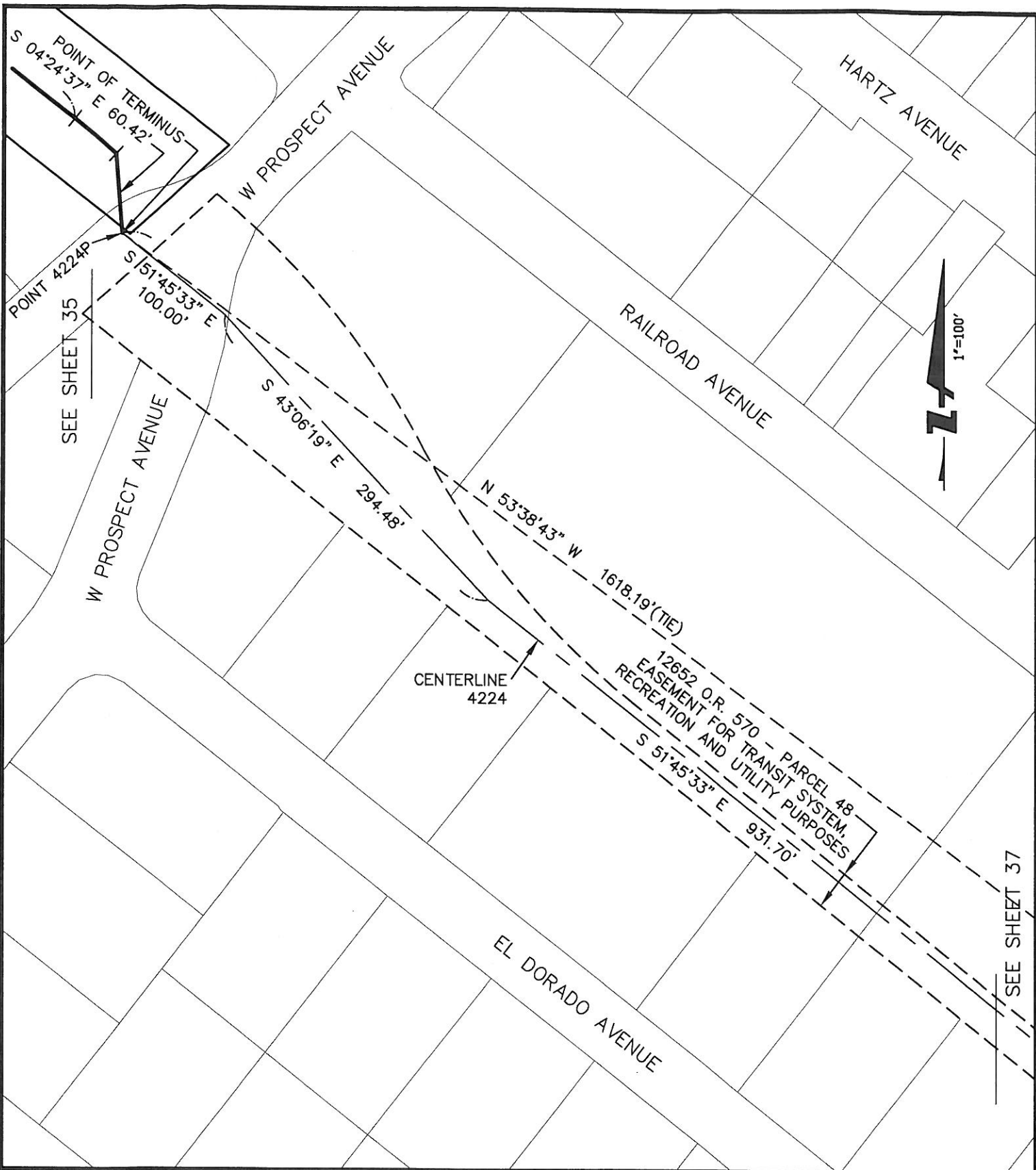


1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 35 OF 49

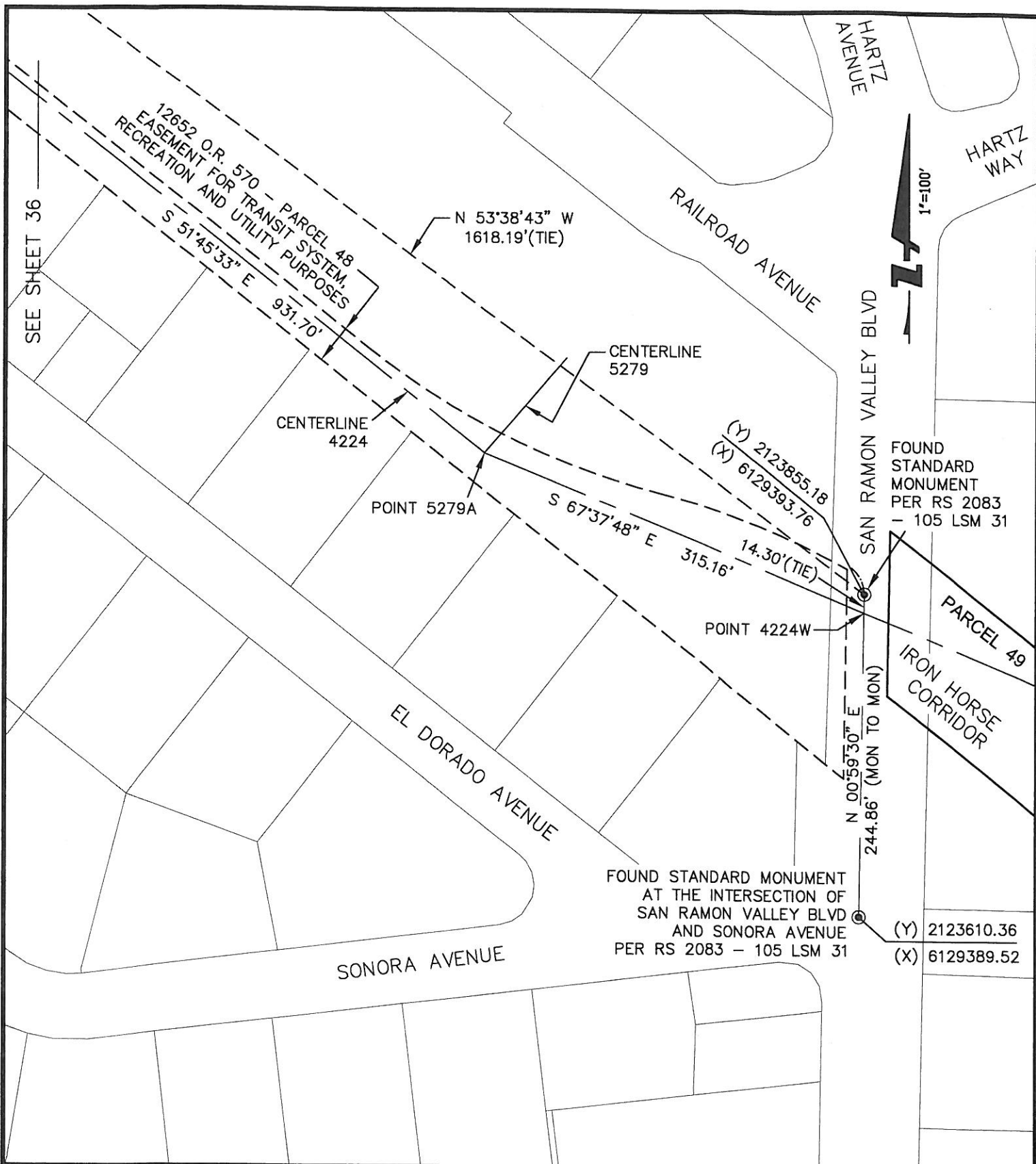


1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd.             
SHEET 36 OF 49



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4224

Job No. 20075086-51

By RL Date 12/07/11 Chkd.             
SHEET 37 OF 49



NORTH CIVIC DRIVE

PARCEL 16

YGNACIO VALLEY ROAD

(Y) 2156478.30  
(X) 6112242.51

P.O.C.

FOUND 2" BRASS DISK  
WITH PUNCH "CCCO 2010"  
ON MEDIAN ISLAND IN  
YGNACIO VALLEY ROAD  
PER 120 CR 16

LEGEND

BC - BEGIN CURVE  
CR - CORNER RECORD  
EC - END CURVE  
PCC - POINT OF COMPOUND CURVATURE  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
(R) - RADIAL BEARING  
(T) - TOTAL

⊙ FOUND STANDARD MONUMENT  
AS NOTED

⊗ FOUND AS NOTED



IRON HORSE CORRIDOR

S 18°23'46" E

456.69'(TIE)

N 13°45'56" W  
580.32'

CENTERLINE  
4257

CENTERLINE  
1541

PARCEL 16

P.O.B.  
POINT 4257C  
SUBPARCEL 4257-A  
(17, 18a, 18b)

BRADLEY AVE

(Y) 2155914.65  
(X) 6112380.59

SPIKE AND COUNTY WASHER  
SET AT SOUTHERLY END OF  
RAILROAD BRIDGE ABUTMENT  
ON WEST SIDE OF CORRIDOR  
PER 120 CR 16

ARROYO WAY

N 76°39'29" E  
35.94'(TIE)

S 13°20'31" E  
125.38'  
310.36'(T)

PARCEL  
18a

CENTERLINE  
SUBPARCEL 4257-A  
(17, 18a, 18b)

SEE SHEET 39



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4257

Job No. 20075086-51

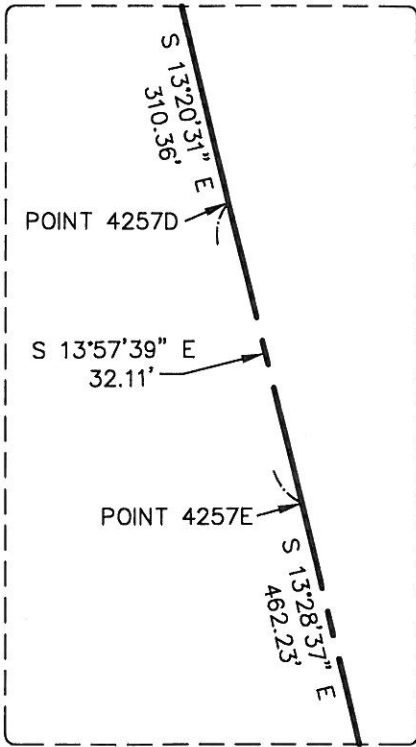
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 38 OF 49



SEE SHEET 38



DETAIL "A"  
NOT TO SCALE



CENTERLINE  
SUBPARCEL 4257-A (17, 18a, 18b)

SEE SHEET 40

1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
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Subject EXHIBIT "B"  
4257

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 39 OF 49



SEE SHEET 39

NORLYN DRIVE

PARCEL 18 a

S 12°36'42" E  
332.07'

PARCEL 17

CENTERLINE  
SUBPARCEL 4257-A (17, 18a, 18b)

1"=100'

R=3734.38'  
Δ=14°23'16"  
L=937.76'

IRON HORSE CORRIDOR

PARCEL 18 b

SEE SHEET 41

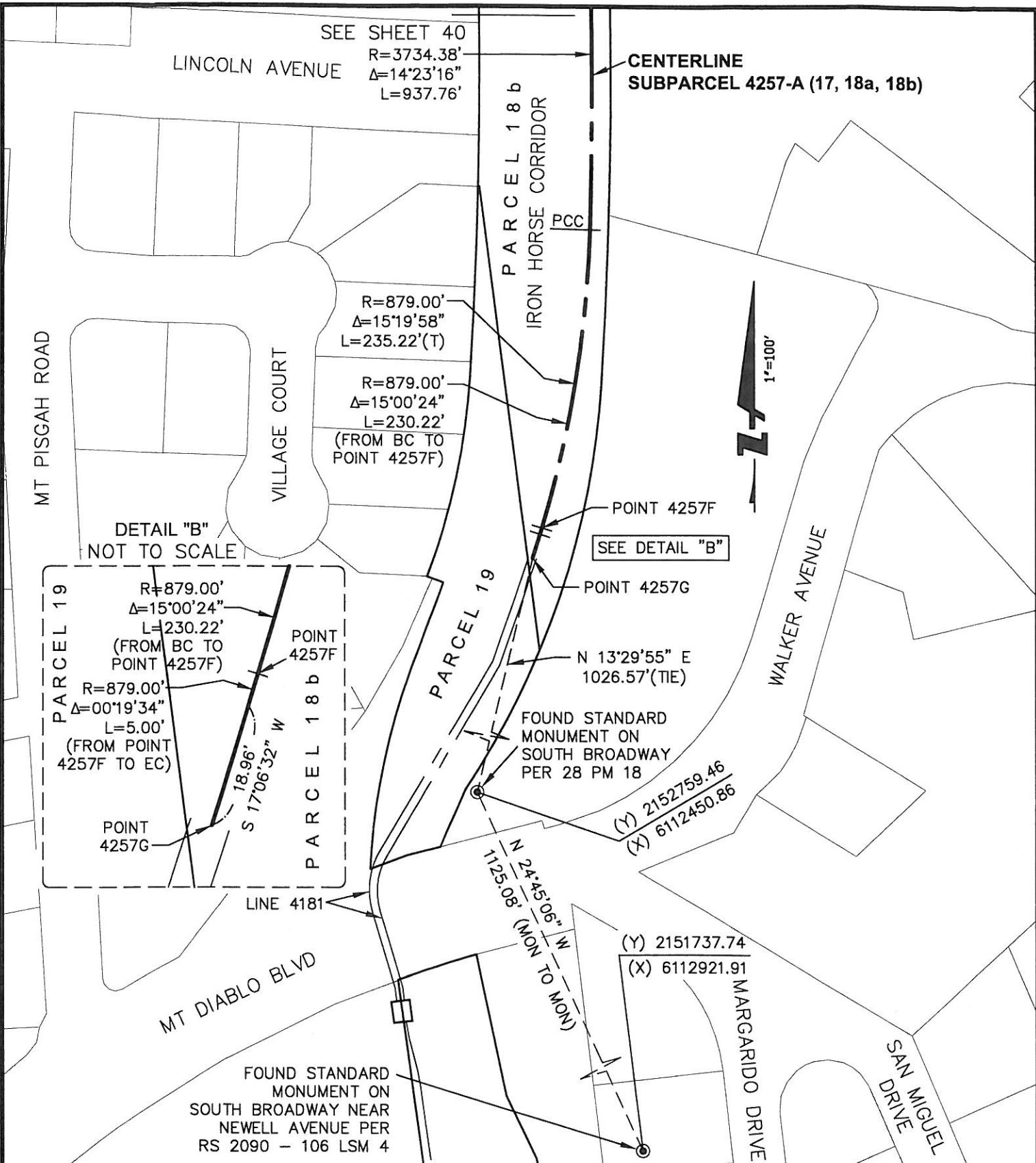


1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
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Subject EXHIBIT "B"  
4257

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
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1646 NORTH CALIFORNIA BLVD.  
 SUITE 400  
 WALNUT CREEK, CA 94596  
 925-940-2200  
 925-940-2299 (FAX)

Subject EXHIBIT "B"  
4257

Job No. 20075086-51

By RL Date 12/07/11 Chkd.             
 SHEET 41 OF 49

CENTERLINE  
SUBPARCEL 4181

**P.O.B.**  
POINT 4257H  
SUBPARCEL  
4257-B (29-31)

# LEGEND

- CR - CORNER RECORD
- PCC - POINT OF COMPOUND CURVATURE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- (T) - TOTAL
- ⊙ FOUND STANDARD MONUMENT AS NOTED
- ⊗ FOUND AS NOTED

CREEKSIDE DRIVE

CENTERLINE  
SUBPARCEL 4257-B (29-31)

R=1076.00'  
Δ=29°29'06"  
L=553.72'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 32°35'28" E	20.00'

N 00°34'19" E 2284.19'(TIE)

SOUTH BROADWAY  
PARCEL 29

IRON HORSE CORRIDOR

S 03°06'22" E 692.61'(T)

PARCEL 30

284.24'

SEE SHEET 43

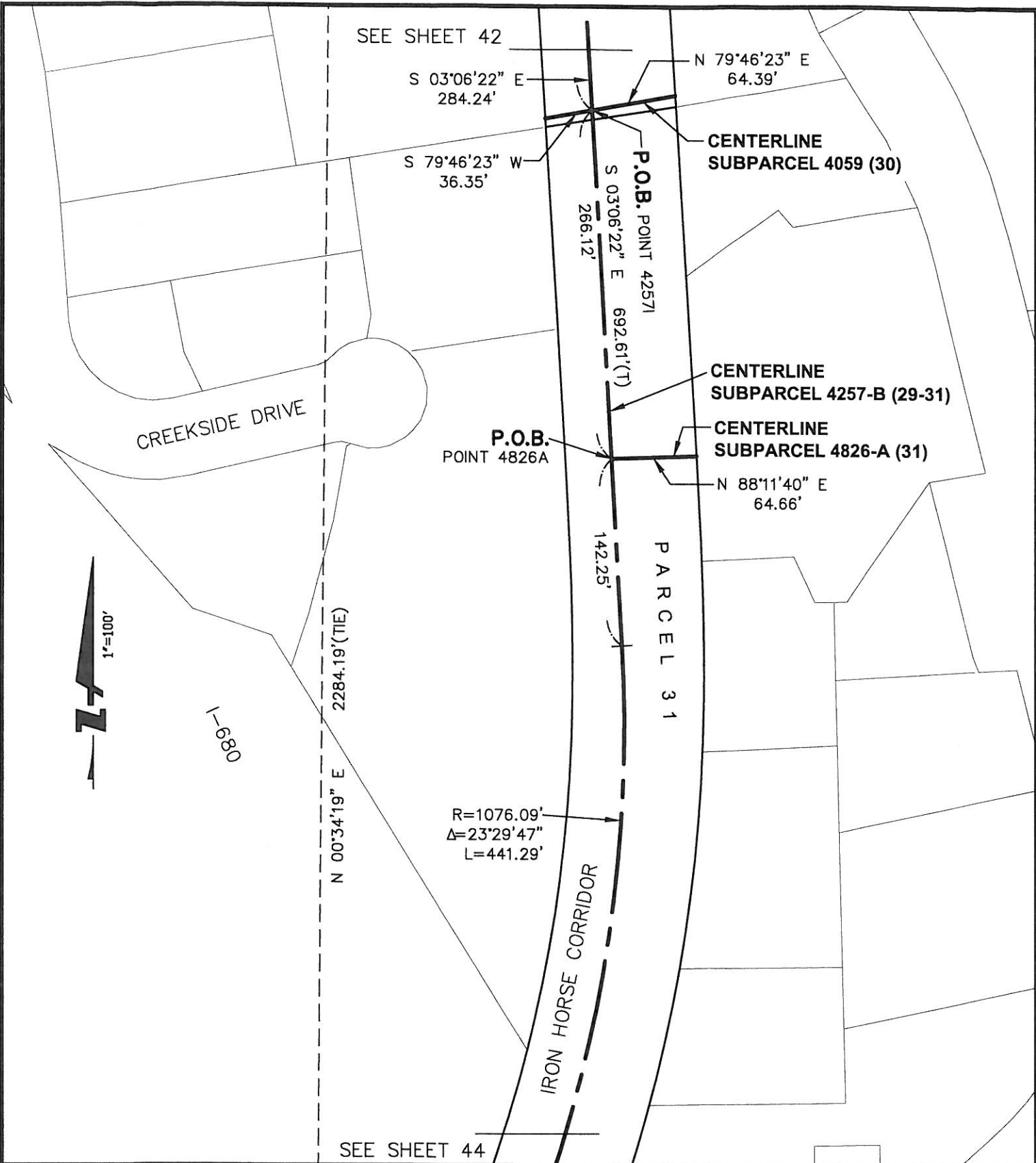


1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4257

Job No. 20075086-51

By RL Date 12/07/11 Chkd.             
SHEET 42 OF 49

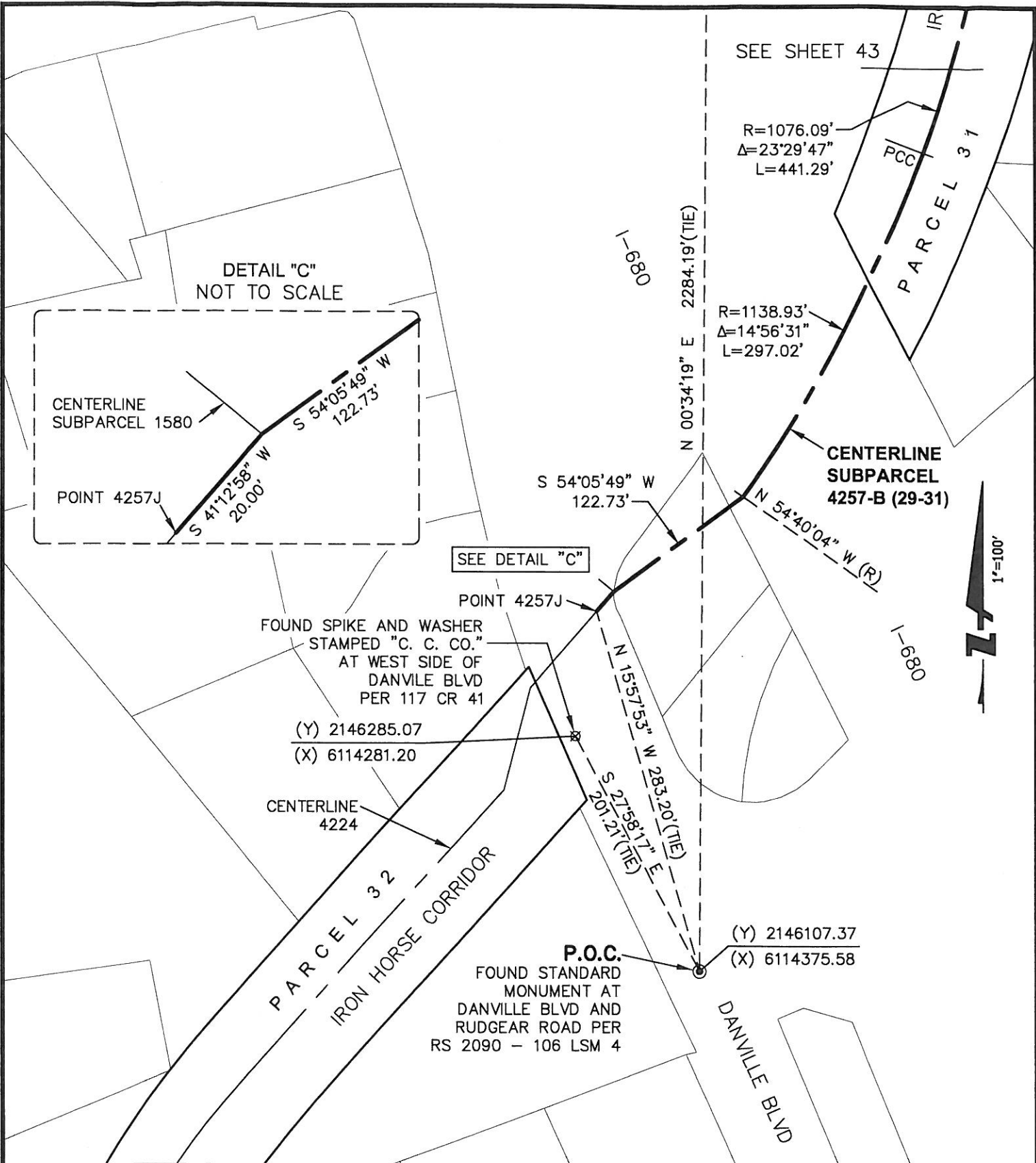


1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4257

Job No. 20075086-51

By RL Date 12/07/11 Chkd.             
SHEET 43 OF 49



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4257

Job No. 20075086-51

By RL Date 12/07/11 Chkd.             
SHEET 44 OF 49

(Y) 2152759.46  
(X) 6112450.86

FOUND STANDARD  
MONUMENT ON  
SOUTH BROADWAY  
PER 28 PM 18



S 24°45'06" E

1125.08' (MON TO MON)

IRON HORSE CORRIDOR

PARCEL 25c

S 65°15'07" W  
49.98' (TIE)

PARCEL 27a

S 44°50'08" E  
288.60' (TIE)

(Y) 2151737.74  
(X) 6112921.91

P.O.C.

FOUND STANDARD  
MONUMENT ON  
SOUTH BROADWAY PER  
RS 2090 - 106 LSM 4

LINE TABLE

LINE	BEARING	LENGTH
L1	S 55°55'25" W	43.72'

LEGEND

- BC - BEGIN CURVE
- CR - CORNER RECORD
- EC - END CURVE
- LSM - LAND SURVEYOR MAP
- PM - PARCEL MAP
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- RS - RECORD OF SURVEY
- (T) - TOTAL
- ⊙ FOUND STANDARD MONUMENT AS NOTED
- ⊗ FOUND AS NOTED

NEWELL AVENUE

S BROADWAY STREET

CENTERLINE  
SUBPARCEL 4046

NEWELL AVENUE  
CENTERLINE  
SUBPARCEL 4826

P.O.B.  
POINT 4826B  
SUBPARCEL 4826

CENTERLINE  
SUBPARCEL 4826  
(18c, 22, 27b, 28, 29)

R=1600.00'  
Δ=04°03'29"  
L=113.32'

SEE SHEET 46

PARCEL 27b  
84.79'  
S 00°48'18" E  
L1



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4826

Job No. 20075086-51

By RL Date 12/07/11 Chkd.  
SHEET 45 OF 49



SEE SHEET 45

R=1600.00'  
Δ=04°03'29"  
L=113.32'

S 03°15'11" W  
148.43'



R=300.00'  
Δ=17°08'26"  
L=89.75'

CENTERLINE  
SUBPARCEL 4826  
(18c, 22, 27b, 28, 29)

PARCEL 22

LAS LOMAS  
HIGH SCHOOL

S 13°53'15" E  
347.53'  
S BROADWAY STREET  
PARCEL 18c

R=3100.00'  
Δ=01°30'40"  
L=81.76'  
(FROM BC TO P.O.B.  
POINT 4826C)

CENTERLINE  
SUBPARCEL 4826-B (18c)

N 82°19'05" E  
30.19'

P.O.B.  
POINT 4826C  
R=3100.00'  
Δ=07°46'45"  
L=420.89'(T)

R=3100.00'  
Δ=06°16'05"  
L=339.13'  
(FROM P.O.B.  
POINT 4826C  
TO EC)

ANDREA DRIVE

SEE SHEET 47



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4826

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 46 OF 49



SEE SHEET 46



$R=3100.00'$   
 $\Delta=07^{\circ}46'45''$   
 $L=420.89'(T)$

PARCEL 18c

P.O.B.  
POINT 4826D

CENTERLINE  
SUBPARCEL 4826-C (18c)

S 21°40'00" E 97.98'  
S BROADWAY STREET

CENTERLINE  
SUBPARCEL 4826  
(18c, 22, 27b, 28, 29)

$R=3000.00'$   
 $\Delta=10^{\circ}22'01''$   
 $L=542.81'$   
(FROM BC TO P.O.B. POINT 4826E)

LAS LOMAS  
HIGH SCHOOL

$R=3000.00'$   
 $\Delta=10^{\circ}54'03''$   
 $L=570.77'(T)$

PARCEL 28

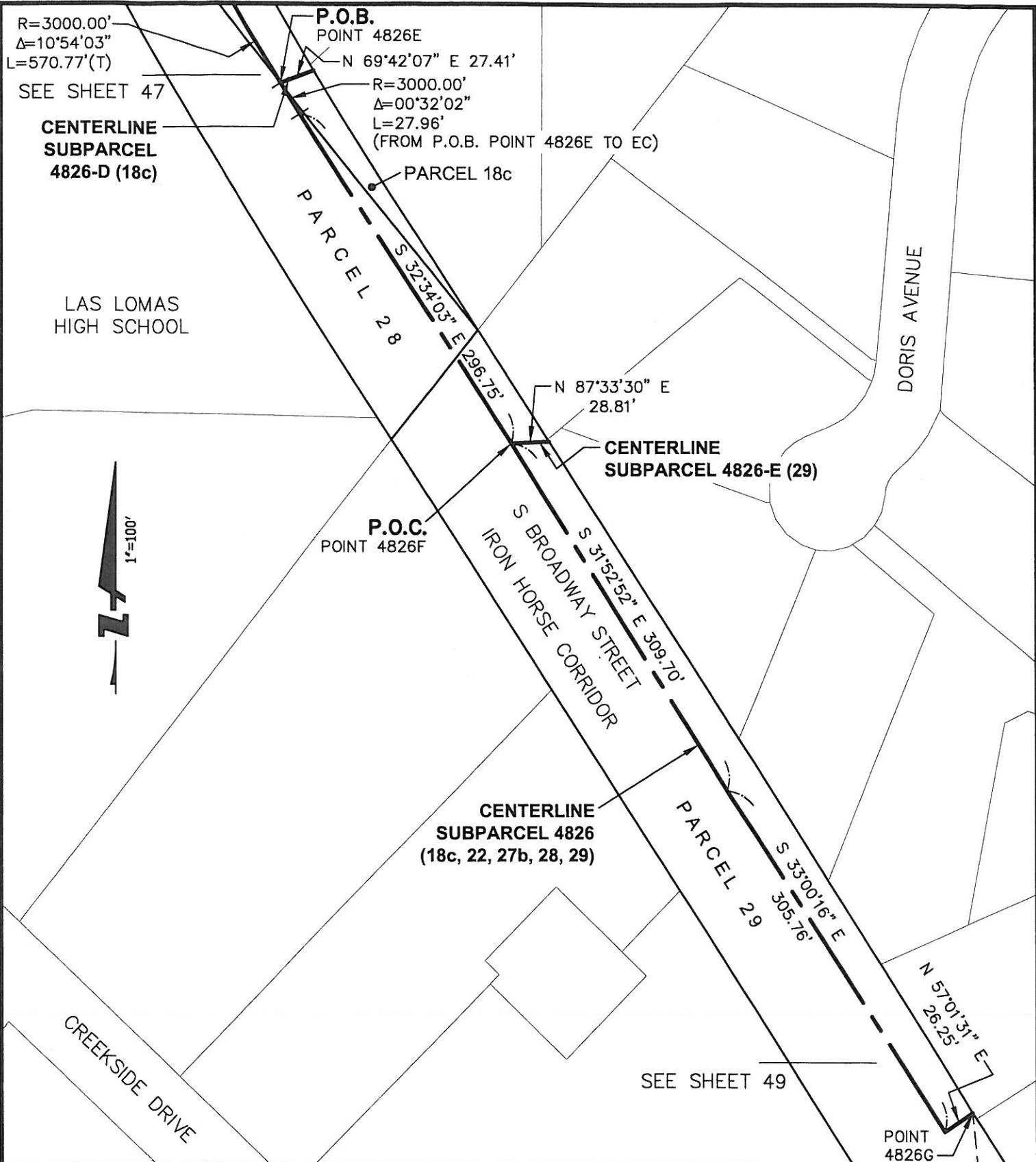
SANTA RITA DRIVE

SEE SHEET 48



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4826  
Job No. 20075086-51  
By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 47 OF 49



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4826

Job No. 20075086-51

By RL Date 12/07/11 Chkd.             
SHEET 48 OF 49

SEE SHEET 48

**CENTERLINE  
SUBPARCEL 4826**  
(18c, 22, 27b, 28, 29)

POINT  
4826G



FOUND SPIKE AND WASHER  
STAMPED "C. C. CO."  
AT WEST SIDE OF  
DANVILLE BLVD  
PER 117 CR 41

(Y) 2146285.07  
(X) 6114281.20

CREEKSIDE DRIVE

(Y) 2146107.37  
(X) 6114375.58

FOUND  
STANDARD MONUMENT  
AT DANVILLE BLVD AND  
RUDGER ROAD PER  
RS 2090 - 106 LSM 4

S BROADWAY STREET  
P A R C E L 2 9  
IRON HORSE CORRIDOR

CLIFF LANE

MURWOOD DRIVE



1646 NORTH CALIFORNIA BLVD.  
SUITE 400  
WALNUT CREEK, CA 94596  
925-940-2200  
925-940-2299 (FAX)

Subject EXHIBIT "B"  
4826

Job No. 20075086-51

By RL Date 12/07/11 Chkd. \_\_\_\_\_  
SHEET 49 OF 49

**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director/Chief Engineer**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Approve Encroachment Permit for Kirker Pass Road Overlay by City of Pittsburg, Project No. 0662-6R4003**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Roadway Encroachment Permit issued by the City of Pittsburg for the above construction project and to arrange for any necessary payment of permit, inspection, and related fees in accordance with the permits.

**FISCAL IMPACT:**

There will be no impact to the County General Fund. The estimated project cost is \$1,8000,000. The project will be funded 88.53% by Federal funds and 11.47% by local road funds.

**BACKGROUND:**

The Public Works Department is preparing to construct the Kirker Pass Road Overlay Project. The purpose of this project is to improve the pavement condition of Kirker Pass Road from approximately 1.5 miles west of the Pittsburg City Limits to the Pittsburg City Limits. Work will include placing a hot mix asphalt (HMA) overlay, pavement and base failure repair, crack sealing, grinding the existing pavement, placement of pavement reinforcing fabric, replacing existing striping and pavement markings, minor concrete median modification and crash cushion grade adjustments, and adjustment of existing inlet grates to grade.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of

**Contact: Larry Theis, (925) 313-2166**

Supervisors

By: , Deputy

**cc:** L. Theis, Design/Construction, K. Guruwaya, Design/Construction

## **BACKGROUND: (CONT'D)**

As part of the project work, temporary traffic control and warning signs will need to be placed on adjacent roadways located within the City limits of Pittsburg. Normally, the County would leave it to the general contractor to apply for and obtain roadway encroachment permits covering the traffic control activities and signs in the adjacent jurisdictions. However, in this case, as part of the Federal funding, Caltrans and the Federal Highway Administration (FHWA) have required that the County initially obtain the roadway encroachment permit in its name and not delegate this solely to the general contractor.

For the roadway encroachment permit applications, the above agency requires the County to sign indemnification language that would generally require the County to defend and indemnify the agency for any accidents or damages resulting from the traffic control activities. Given the minor and temporary nature of the traffic control activities, the indemnification requirements would involve relatively low risk to the County and, in any event, would be covered by the general contractor's liability insurance. In addition, County staff plans to work with the above agency to replace the roadway encroachment permit initially obtained by the County with those subsequently obtained by the County's general contractor for this project.

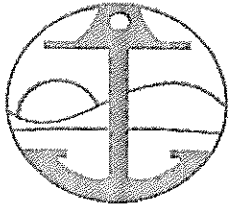
To meet the expected tight deadlines to construct this project, it is necessary for the County to promptly obtain the roadway encroachment permit prior to approval of the Federal funds. The roadway encroachment permit is an essential part of the County's project submittal package to Caltrans. Under the circumstances, the Public Works Director recommends that the Board authorize staff to execute roadway encroachment permit issued by the above agency and arrange for any necessary payment of permit, inspection, and related fees in accordance with the permits.

## **CONSEQUENCE OF NEGATIVE ACTION:**

Without this permit, Federal funding will be in jeopardy.

## **CHILDREN'S IMPACT STATEMENT:**

Not applicable.



City of Pittsburg  
Engineering Department  
65 Civic Avenue  
Pittsburg, CA 94565  
(925) 252-4930

PAGE 1 of 2

ENCROACHMENT PERMIT

PERMIT NUMBER: E12002

DATE ISSUED:

APPLICANT:

CONTRA COSTA COUNTY PUBLIC WORKS  
255 GLACIER DR  
MARTINEZ, CA 94553

Contact: HENRY HUSSEY

Phone: 925-313-2338

PARCEL INFORMATION:

Parcel Number:

Address: KIRKER PASS RD AT CITY LIMITS

Legal Description:

CONTRACTORS:

FEES AND RECEIPTS:

Account	Description	Amount
110-41611-5482	Encr - General (Inspection)	\$280.00
110-41611-5472	Encr - General (Processing)	\$165.00
Total Fees:		\$445.00
Amount Paid:		\$0.00

PROJECT INFORMATION:

Inspector: Gina Haynes

Start Date: 3/5/2012

Submittals: Plans

Traffic Control:

Sketches

Traffic Control Plan Approved:

Other: TRAFFIC CONTROL

Work Order #

Type of Project: RESIDENTIAL

Description: PLACEMENT OF CONSTRUCTION AREA SIGNS AND MINOR TRAFFIC CONTROL  
WITHIN THE SOUTH CITY LIMITS FOR A COUNTY PAVEMENT OVERLAY PROJECT  
WITHIN COUNTY JURISDICTION

CONDITIONS:

~ THIS PERMIT IS FOR WORK WITHIN THE CITY OF PITTSBURG PUBLIC RIGHT OF WAY ONLY. NO  
ADDITIONS TO THE SCOPE OF WORK IS ALLOWED WITHOUT PRIOR APPROVAL FROM THE CITY OF  
PITTSBURG.

~ A COPY OF THE PERMIT SHALL BE KEPT ON SITE AT ALL TIMES.

~ THE APPLICANT/CONTRACTOR AGREES. THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND DEFEND, INDEMNIFY AND HOLD THE CITY OF PITTSBURG HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

~ OVERNIGHT STORAGE OF CONSTRUCTION MATERIALS AND/OR EQUIPMENT IS NOT PERMITTED IN THE PUBLIC RIGHT OF WAY UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY OF PITTSBURG.

~ ALL MATERIALS AND METHOD OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST CITY OF PITTSBURG STANDARD DETAILS AND SPECIFICATIONS, AND SUBJECT TO INSPECTION BY THE CITY OF PITTSBURG ENGINEERING DEPARTMENT.

~ THE APPLICANT SHALL NOTIFY THE CITY OF PITTSBURG ENGINEERING DEPARTMENT HOTLINE AT 925-252-4825, 24 HOURS PRIOR TO START OF ANY WORK

~ THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT (800) 227-2600, 48 HOURS PRIOR TO ANY EXCAVATION.

~ CONTACTING USA DOES NOT RELIEVE THE APPLICANT/CONTRACTOR FROM HIS/HER RESPONSIBILITY TO DETERMINE LOCATION AND DEPTH OF BURIED UTILITIES OR REPAIR OF BURIED UTILITIES DAMAGED BY HIS/HER OPERATOR.

~ ONCE PROJECT IS COMPLETE APPLICANT/CONTRACTOR MUST REMOVE ALL USA MARKINGS FROM SITE.

~ EXISTING CURB, GUTTER AND SIDEWALK WITHIN THE PROJECT LIMITS THAT ARE DAMAGED OR DISPLACED DURING CONSTRUCTION, EVEN THOUGH THEY WERE NOT TO BE REMOVED, SHALL BE REPAIRED OR REPLACED AT THE APPLICANT'S EXPENSE.

~ PRIOR TO ANY LANE CLOSURE'S, IF APPLICABLE, APPLICANT/CONTRACTOR SHALL NOTIFY THE CITY OF PITTSBURG ENGINEERING DEPARTMENT HOTLINE AT 925-252-4825 24 HOURS IN ADVANCE OF CLOSURE.

~ THIS PERMIT HAS NOT BEEN ISSUED HOWEVER THE PLACEMENT OF THE SIGNS HAVE BEEN APPROVED. THE APPLICANT SHALL HAVE THE CONTRACTOR COME TO THE CITY ONCE THE PROJECT HAS BEEN AWARDED AND HAVE THE CONTRACTOR PAY THE FEES. PERMIT WILL BECOME VOID IF PERMIT HAS NOT BEEN PAID FOR PRIOR TO THE START OF CONSTRUCTION

-----  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director/Chief Engineer**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: APPROVE Conveyance of real property APN 020-080-005, to the Diablo Water District, Knightsen area. Project No. 905E25**

**RECOMMENDATION(S):**

APPROVE the conveyance of real property to Diablo Water District (District), in accordance with the "Agreement Between County of Contra Costa and Diablo Water District regarding County Service Areas M-25, M-26, and M-27" on August 13, 2002 (Agreement) and pursuant to Government Code Section 25365.

DECLARE that this Board on January 10, 2012, approved a Notice of Intention fixing January 24, 2012 at 9:30 a.m., or thereafter, in it's Chambers, County Administration Building, 651 Pine Street, Martinez, California, as the time and place where it would meet to convey the real property described therein to District. Said Notice was duly published in the Contra Costa Times in compliance with Govt. Code Section 6061.

DETERMINE said property to be surplus and no longer necessary for County purposes and is required by District for potable water service.

DIRECT the Real Property Division of the Public Works Department to cause said Grant Deed to be delivered to the grantee.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: Debra L. Baker, (925) 313-2224**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy



**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

County of Contra Costa (County) and District entered into the "Agreement Between County of Contra Costa and Diablo Water District regarding County Service Areas M-25, M-26, and M-27" on August 13, 2002. Under the terms of the Agreement, the County agreed to transfer all assets including parcel 020-080-005 containing a water well to the District. In Resolution No 2002/538, the Contra Costa County Board of Supervisors certified that as lead agency pursuant to the California Environmental Quality Act it was Categorically Exempt on September 10, 2002.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County would continue to own the property and would not be in compliance with the "Agreement Between County of Contra Costa and Diablo Water District regarding County Service Areas M-25, M-26, and M-27" on August 13, 2002.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

Recorded at the request of:

Diablo Water District

Return to:  
Diablo Water District  
Mike Yeraka  
2107 Main St.  
P.O. Box 127  
Oakley, CA 94561

Assessor's Parcel No.: 020-080-005

## GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

**CONTRA COSTA COUNTY**, a political subdivision of the State of California,

Grants to **DIABLO WATER DISTRICT**, a local governmental agency of the State of California the following described real property in the unincorporated area of the County of Contra Costa, State of California,

**FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

CONTRA COSTA COUNTY

Dated \_\_\_\_\_ By \_\_\_\_\_  
Chair, Board of Supervisors

STATE OF CALIFORNIA           )  
COUNTY OF CONTRA COSTA   )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors, Contra Costa  
County, personally appeared \_\_\_\_\_, who  
is personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

By: \_\_\_\_\_  
Deputy Clerk

:  
G:\realprop\Board Orders\2012\BO 1-24-2012\Conveyance Diablo Water Dist-Debra\DE.03.doc  
4/29/03

**To: Board of Supervisors**

**From: Keith Freitas, Airports Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement with Buchanan Field Airport Hangar tenant.**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement for a shade hangar at Buchanan Field Airport with Oscar Fernandez, effective January 6, 2012 in the monthly amount of \$167.55, Pacheco area.

**FISCAL IMPACT:**

The Airport Enterprise Fund will realize \$2,011 annually.

**BACKGROUND:**

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters at Buchanan Field Airport. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during that 30-year period.

On September 1, 2000, the County obtained ownership of the aircraft hangars and shelters, pursuant to the terms of the above lease.

On February 13, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Lease Agreement for use with the larger East Ramp Hangars.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County

RECUSE 

**Contact: Beth Lee, (925) 646-5722**

Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:**

**BACKGROUND: (CONT'D)**

On February 3, 2008, Contra Costa County Board of Supervisors approved the amended T-Hangar Lease Agreement which removed the Aircraft Physical Damage Insurance requirement. The new amended T-hangar Lease Agreement will be used to enter into this aircraft rental agreement.

**CONSEQUENCE OF NEGATIVE ACTION:**

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable

## CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

### T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** Effective 01/06/2012 ("**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), and Oscar Fernandez ("**Renter**"), hereby mutually agree and promise as follows:
  2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
  3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
  4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # B-16 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar**."
- Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies



with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing 01/06/2012, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

- A. **Monthly Rent and Additional Rent.** Renter shall pay \$167.55 in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated

**To: Board of Supervisors**

**From: Tiffany Lennear, Chief Asst Clerk of the Board**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Claims**

---

**RECOMMENDATION(S):**

DENY claims filed by Jose De Jesus Guzman Martinez and May Vongkhamchanh.

**FISCAL IMPACT:**

\*

**BACKGROUND:**

\*

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:  
January 24, 2012**

David J. Twa, County

RECUSE 

**Contact: T. Lennear, (925) 335-1900**

Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:**

**To: Board of Supervisors**

**From: Tiffany Lennear, Chief Asst Clerk of the Board**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Board Member Meeting Reports for December 2011**

---

**RECOMMENDATION(S):**

ACCEPT Board member meeting reports for December 2011.

**FISCAL IMPACT:**

N/A

**BACKGROUND:**

Government Code Section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc.). The attached reports were submitted by Board of Supervisors members in satisfaction of this requirement.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Supervisors will fail to meet the requirements of Government Code Section 53232.3(d).

**CHILDREN'S IMPACT STATEMENT:**

N/A

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of

**Contact: T. Lennear, (925) 335-1900**

Supervisors

By: , Deputy

**cc:**

[illegible]

**Supervisor Mary Nejedly Piepho – December 2011 AB1234 Report**

*(Government Code Section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc)).*

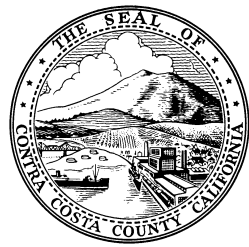
Date	Meeting Name	Location	Purpose
1-Dec	Public and Environmental Health Advisory Board Celebration	Martinez	Community Outreach
1-Dec	Meeting with Chevron	Martinez	Business Meeting
1-Dec	La Clinica Open House	Oakley	Community Outreach
1-Dec	Mayors' Conference	Brentwood	Community Outreach
3-Dec	Discovery Bay Parade of Lights	Discovery Bay	Community Outreach
4-Dec	Bethel Island Tree Lighting Ceremony	Bethel Island	Community Outreach
5-Dec	East Bay Economic Development Alliance Meeting	Concord	Business Meeting
5-Dec	Delta Counties Coalition Meeting	Sacramento	Business Meeting
6-Dec	Board of Supervisors Meeting	Martinez	Business Meeting
6-Dec	Housing Authority Meeting	Martinez	Business Meeting
6-Dec	Contra Costa Council Event	Pleasant Hill	Community Outreach
7-Dec	Vasco Phase 1 Ribbon Cutting	Brentwood	Community Outreach
7-Dec	California Contractors Alliance Event	Walnut Creek	Community Outreach
7-Dec	Meeting with County Staff	Danville	Business Meeting
8-Dec	Constituent Meeting	Brentwood	Community Outreach
8-Dec	Constituent Meeting	Brentwood	Community Outreach
8-Dec	Constituent Meeting	Brentwood	Community Outreach
8-Dec	Contra Costa County Solid Waste Authority	Walnut Creek	Business Meeting
8-Dec	Delta Protection Commission	Stockton	Business Meeting
12-Dec	Dougherty Valley Oversight Committee	San Ramon	Business Meeting
12-Dec	Airport Committee Meeting	Concord	Business Meeting
12-Dec	Constituent Meeting	Concord	Community Outreach
12-Dec	Internal Operations Committee Meeting	Martinez	Business Meeting
13-Dec	Board of Supervisors Meeting	Martinez	Business Meeting
13-Dec	Housing Authority Meeting	Martinez	Business Meeting
13-Dec	Antioch City Council Meeting	Antioch	Community Outreach
14-Dec	Transportation, Water & Infrastructure Committee Meeting	Martinez	Business Meeting
14-Dec	Meeting with County Administrator	Martinez	Business Meeting
14-Dec	LAFCO Meeting	Martinez	Business Meeting
16-Dec	East County NAACP Event	Pittsburg	Community Outreach
19-Dec	Liberty High School Mock Job Fair Event	Brentwood	Community Outreach

19-Dec	Meeting with Greenbelt Alliance	Brentwood	Business Meeting
22-Dec	Meeting with Delta Stewardship Council	Brentwood	Business Meeting
22-Dec	Meeting with Brentwood City Councilmember, Erick Stonebarger	Brentwood	Business Meeting
22-Dec	State Route Bypass 4 Authority Meeting	Antioch	Business Meeting
22-Dec	Opportunity Junction Graduation Event	Antioch	Community Outreach

\* Reimbursement may come from an agency other than Contra Costa County



TO: BOARD OF SUPERVISORS  
FROM: Supervisor Federal D. Glover, District V  
DATE: January 17, 2012  
SUBJECT: MEETING ATTENDANCE REPORT FOR  
THE MONTH OF DECEMBER, 2011



# Contra Costa County

SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION

**RECOMMENDATION:**

ACCEPT the Meeting Attendance Report for the month of December, 2011 from Supervisor Glover as required for compliance with Government Code Section 53232.3(d).

**BACKGROUND:**

Meeting Attendance Report

Government Code Section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc).

The following report on meetings attended by Supervisor Federal D. Glover during the month of December, 2011 is submitted in compliance with the requirement.

<u>Date</u>	<u>Meeting Name</u>	<u>Location</u>	<u>Purpose</u>
<u>12/01/11</u>	CSAC Conf	San Francisco	Yearly
<u>12/03/11</u>	Pubic Protection	Martinez	Monthly
<u>12/06/11</u>	Board of Supvrs	Martinez	Weekly
<u>12/07/11</u>	CCA Luncheon	Walnut Creek	Yearly
<u>12/07/11</u>	Seeno Meeting	Concord	As Needed
<u>12/08/11</u>	John Swett Tour	Crockett	As Needed
<u>12/08/11</u>	Am Tree Lighting	Bay Point	Yearly
<u>12/09/11</u>	Jt. Conf CCHP	Martinez	Quarterly
<u>12/09/11</u>	Moose Feed	San Francisco	Yearly
<u>12/10/11</u>	Bisaya Kami Din	Pittsburg	Yearly
<u>12/12/11</u>	Family & Human	Martinez	Monthly
<u>12/12/11</u>	Finance Comm	Martinez	Monthly
<u>12/12/11</u>	Rodeo Chamber	Rodeo	As Needed
<u>12/13/11</u>	Board of Supvrs	Martinez	Weekly
<u>12/14/11</u>	LAFCO	Martinez	Monthly
<u>12/14/11</u>	Tri Delta Brd Mtg	Antioch	Monthly
<u>12/14/11</u>	Delta Diablo Brd	Antioch	Monthly
<u>12/15/11</u>	Peterson Mtg	Martinez	As Needed
<u>12/15/11</u>	Mtz City Mtg	Martinez	As Needed
<u>12/16/11</u>	NAACP Lunch	Pittsburg	As Needed
<u>12/21/11</u>	CCTA Mtg	Pleasant Hill	Monthly
<u>12/27/11</u>	Kwanzsa Event	Bay Point	Yearly

SIGNATURE(S): \_\_\_\_\_

ACTION OF BOARD ON \_\_\_\_\_ APPROVE AS RECOMMENDED \_\_\_\_\_ OTHER \_\_\_\_\_

VOTE OF SUPERVISORS

\_\_\_\_\_ UNANIMOUS (ABSENT \_\_\_\_\_)

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

I HEREBY CERTIFY THAT THIS IS A TRUE  
AND CORRECT COPY OF AN ACTION TAKEN  
AND ENTERED ON THE MINUTES OF THE  
BOARD OF SUPERVISORS ON THE DATE  
SHOWN.

MEDIA CONTACT:

ORIGINATING DEPARTMENT:

TTESTED \_\_\_\_\_  
DAVID TWA, CLERK OF THE BOARD OF SUPERVISORS  
AND COUNTY ADMINISTRATOR

BY \_\_\_\_\_, DEPUTY

## Meeting Attendance Report

Government Code Section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc).

The following report on meetings attended by Supervisor Federal D. Glover during the month of December, 2011 is submitted in compliance with the requirement.

<u>Date</u>	<u>Meeting Name</u>	<u>Location</u>	<u>Purpose</u>
<u>12/01/11</u>	CSAC Conf	San Francisco	Yearly
<u>12/03/11</u>	Pubic Protection	Martinez	Monthly
<u>12/06/11</u>	Board of Supvrs	Martinez	Weekly
<u>12/07/11</u>	CCA Luncheon	Walnut Creek	Yearly
<u>12/07/11</u>	Seeno Meeting	Concord	As Needed
<u>12/08/11</u>	John Swett Tour	Crockett	As Needed
<u>12/08/11</u>	Ambrose Tree Lighting	Bay Point	Yearly
<u>12/09/11</u>	Jt. Conf CCHP Mtg	Martinez	Quarterly
<u>12/09/11</u>	Moose Feed	San Francisco	Yearly
<u>12/10/11</u>	Bisaya Kami Club Din	Pittsburg	Yearly
<u>12/12/11</u>	Family & Human Mtg	Martinez	Monthly
<u>12/12/11</u>	Finance Comm Mtg	Martinez	Monthly
<u>12/12/11</u>	Rodeo Chamber Event	Rodeo	As Needed
<u>12/13/11</u>	Board of Supvrs	Martinez	Weekly
<u>12/14/11</u>	LAFCO	Martinez	Monthly
<u>12/14/11</u>	Tri Delta Brd Mtg	Antioch	Monthly
<u>12/14/11</u>	Delta Diablo Brd Mtg	Antioch	Monthly
<u>12/15/11</u>	Peterson Mtg	Martinez	As Needed
<u>12/15/11</u>	Mtz City Mtg	Martinez	As Needed
<u>12/16/11</u>	NAACP Luncheon	Pittsburg	As Needed
<u>12/21/11</u>	CCTA Mtg	Pleasant Hill	Monthly
<u>12/27/11</u>	Kwanzsa Event	Bay Point	Yearly

**To: Board of Supervisors**

**From: Laura Strobel, County Administrator**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Property Tax Administrative Cost Recovery**

**RECOMMENDATION(S):**

1. RECEIVE the 2011-12 report of the Auditor-Controller that contains the property tax-related costs of the Assessor, Tax Collector, Auditor and Assessment Appeals Board for the 2010-2011 fiscal year, as required by Resolution No. 97/129.
2. FIX February 28, 2012 at 9:30 a.m. for a public hearing on the determination of property tax administrative costs.
3. DIRECT the Clerk of the Board to notify affected local jurisdictions of the public hearing.
4. DIRECT the Clerk of the Board to prepare and publish the required legal notice and make supporting documentation available for public inspection.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: Lisa Driscoll (925) 335-1023**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:**

**RECOMMENDATION(S): (CONT'D)**

**FISCAL IMPACT:**

None. The report details the property tax-related costs of the County in fiscal year 2010-11 in order to determine the amount of cost recovery in fiscal year 2011-12. The determination of the property tax administrative costs will occur at the hearing on February 28, 2012.

**BACKGROUND:**

In 1997, the Board of Supervisors adopted Resolution No. 97/129 which provides procedures for property tax administrative cost recovery. The recommended actions are necessary for implementation of Resolution No. 97/129 for the current fiscal year.

**CONSEQUENCE OF NEGATIVE ACTION:**

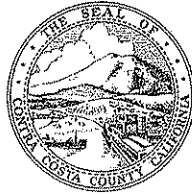
If the hearing is not set to consider and adopt the finding of property tax costs, the costs cannot be recovered, resulting in a loss of General Fund revenue in the current fiscal year.

**CHILDREN'S IMPACT STATEMENT:**

None.

Office of the Auditor-Controller  
**Contra Costa County**


**Robert R. Campbell**  
Auditor-Controller



**Elizabeth A. Verigin**  
Assistant Auditor-Controller

625 Court Street  
Martinez, California 94553-1282  
Phone (925) 646-2181  
Fax (925) 646-2649

January 12, 2012

TO: Contra Costa County Board of Supervisors  
FROM: Robert Campbell, Auditor-Controller   
SUBJECT: **2011-2012 Property Tax Administration Charges**

---

Commencing with the 1990-91 fiscal year, Revenue and Taxation Code §95.3 (replacing R&T §97.5), provides for the County Auditor-Controller to annually determine property tax administration costs proportionately attributable to incorporated cities and local jurisdictions for fiscal year 1989-90 and thereafter. For purposes of this section, property tax administration costs are the property tax related costs of the Assessor, Tax Collector, County Assessment Appeals Board, and Auditor-Controller, including applicable administrative overhead costs as permitted by Federal OMB Circular A-87 standards.

The following attachments comprise the 2011-12 Property Tax Administration report of the Auditor-Controller pursuant to the County Board of Supervisors' Resolution No. 97/129.

**Attachment I** summarizes the direct and overhead costs of the Assessor, Tax Collector, Assessment Appeals Board, and Auditor-Controller for the 2010-11 fiscal year. Also included are all offsetting revenues received by the County for providing property tax related services. The 2010-11 net cost of property tax administration was \$14,393,707. This amounts to approximately .72% of all 2010-11 property taxes levied countywide.

**Attachment II** allocates the \$14,393,707 net cost to each incorporated city and to each local jurisdiction receiving property tax revenues during the 2011-12 fiscal year. This cost allocation to each entity is based on the net revenues of each entity as a percentage of total revenues. School districts, community college districts, and the County Office of Education are exempt from those provisions authorizing County recovery of their proportionate share of property tax administrative costs. As a result, the County absorbs the Schools' share, which, this year, amounts to \$5,247,226.

**CONTRA COSTA COUNTY**

**AUDITOR-CONTROLLER'S REPORT**

on

**2011-2012 Property Tax Administration Charges**

Table of Contents

3	Summary Calculations
4	Assessor's Department
5	Treasurer-Tax Collector's Department
6	Auditor-Controller's Department
7	Assessment Appeals Board
8	Federal A-87 Overhead Allocation
9	Revenue Offsets
10	Allocation of Cost to Taxing Agencies



## CONTRA COSTA COUNTY

## 2011-2012 Property Tax Administration Charges

SUMMARY CALCULATIONS

**NOTE:** Per Revenue and Taxation Code Section 95.3, the property tax administration fee to be charged in the 2011-12 Fiscal Year shall be based on the 2010-11 property tax related costs of the Assessor, Tax Collector, Auditor and Assessment Appeals Board including applicable overhead costs as permitted by Federal Circular A-87 standards.

**Property Tax Related Cost:**

Assessor	\$ 14,205,319	
Tax Collector	3,083,162	
Auditor-Controller	1,203,011	
Assessment Appeals Board	<u>169,638</u>	
Total		<b>\$18,661,130</b>

**Overhead Cost per Circular A-87:**

Assessor	\$ 525,878	
Tax Collector	212,824	
Auditor-Controller	65,620	
Total		<b>\$804,322</b>

**Less: Fees Received for Property Tax Related Services:**

County General	\$ 1,262,122	
Assessor	356,557	
Tax Collector	2,498,467	
Auditor-Controller	<u>954,599</u>	
Total		<b><u>\$5,071,745</u></b>

**Net Property Tax Administration Cost,  
2011-2012 Fiscal Year**
**\$14,393,707**
**Source:**

Attachment I Page 4 (2557SC11.xls)  
Attachment I Page 5 (2557SI11.xls)  
Attachment I Page 6 (2557SF11.xls)  
Attachment I Page 7 (2557SM11.xls)  
Attachment I Page 8 (2557SK11.xls)  
Attachment I Page 9 (2557SH11.xls)

## CONTRA COSTA COUNTY

## 2011-2012 Property Tax Administration Charges

ASSESSOR'S DEPARTMENT

<u>DIRECT AND INDIRECT DEPARTMENTAL COST</u>		<u>ACTUAL 2010-2011</u>
Salaries & Employee Benefits	\$	12,202,358
Services & Supplies		2,177,551
Fixed Assets		0
Other Charges		0
Gross Cost	\$	14,379,909
Less:		
* Intrafund Transfers		(174,590)
Fixed Assets		0
<b>TOTAL ASSESSOR COST</b>	<b>\$</b>	<b>14,205,319</b>
LESS: ASSESSOR REVENUE OFFSETS		(356,557)
<b>NET ASSESSOR DEPARTMENT COST</b>		<b>13,848,762</b>

\* Costs are related to preparing maps for LAFCO and County GIS related expenses.

Source:

Cost:

Appendix A-1, Contra Costa Final Budget, Schedule 9F, Assessor Budget Unit, Actual  
Final Budget Statement, Final Expenditure Ledger, JVs

Revenue Offset:

Attachment I Page 9, 2557SH11.xls, Revenue Offsets, Assessor

## CONTRA COSTA COUNTY

## 2011-2012 Property Tax Administration Charges

TREASURER-TAX COLLECTOR'S DEPARTMENT

	<u>DIRECT AND INDIRECT DEPARTMENTAL COST</u>	<u>ACTUAL 2010-2011</u>
Salaries & Employee Benefits		\$ 3,058,548
Services & Supplies		1,510,669
Other Charges		10,596
Fixed Assets		196,259
Gross Cost		\$ 4,776,072
Less:		
* Fixed Assets		(196,259)
Intrafund transfers		(1,580)
Treasury Function Costs		(1,351,326)
Business License Program		(143,745)
<b>TOTAL TAX COLLECTOR COST</b>		<b>\$ 3,083,162</b>
 LESS: TAX COLLECTOR REVENUE OFFSETS		 \$ (2,498,467)
 <b>NET TAX COLLECTOR COST</b>		 <b>\$ 584,695</b>

\* Fixed asset costs included in the A-87 allocation are excluded from direct costs.

Source:

Cost:

Appendix B-1, Contra Costa Final Budget, Schedule 9F, Treasurer-Tax Collector Budget Unit  
Appendix B-2 Treasurer-Tax Collector Dept SB2557 Excluded Cost Total Expenditures

Revenue Offset:

Attachment I Page 9, Revenue Offsets, Tax Collector

## CONTRA COSTA COUNTY

## 2011-2012 Property Tax Administration Charges

AUDITOR-CONTROLLER'S DEPARTMENT

<u>PROPERTY TAX FUNCTION - DIRECT AND INDIRECT DEPARTMENTAL COSTS</u>	<u>ACTUAL 2010-2011</u>
Salaries & Employee Benefits	\$ 572,051 (1)
Information Technology Costs	383,920 (2)
Other Services and Supplies	70,740 (3)
Accounts Payable - Supplemental & Other Tax Refunds	24,621 (3)
Department Overhead Allocation	<u>151,678 (4)</u>
<b>GROSS PROPERTY TAX FUNCTION COSTS</b>	<b>\$ 1,203,011</b>
LESS: TOTAL PROPERTY TAX FUNCTION REVENUE OFFSETS	\$ <u>(954,599) (5)</u>
<b>NET AUDITOR-CONTROLLER COST</b>	<b>\$ <u>248,412</u></b>

Source:

Cost:

(1) Appendix D-1 Total Salary &amp; Benefits-Tax Functions(2557SB11.xls)

(2) Appendix E-1

(3) Appendix F-1

(4) Appendix F-2

Revenue Offset:

(5) Attachment I Page 9, Revenue Offsets, Auditor Controller

**CONTRA COSTA COUNTY**  
**2011-2012 Property Tax Administration Charges**  
**ASSESSMENT APPEALS BOARD**

<u>DIRECT AND INDIRECT COSTS</u>	<u>ACTUAL</u> <u>2010-2011</u>
Clerk of the Board	\$ 87,776
Assessment Appeals Board - allowances and postage	61,184
County Counsel	<u>20,678</u>
<b>TOTAL ASSESSMENT APPEALS BOARD COSTS</b>	<b>\$ <u><u>169,638</u></u></b>

Source:  
Appendix H-1

## CONTRA COSTA COUNTY

## 2011-2012 Property Tax Administration Charges

FEDERAL A-87 OVERHEAD ALLOCATION

<u>Department</u>	<u>A-87 Plan 2010-2011 Actual</u>	<u>Percent Property Tax Related</u>	<u>Net to Allocate</u>
Assessor	\$ 525,878	100%	\$ 525,878
Tax Collector	327,422	65%	212,824
Auditor-Controller(Tax Division)	<u>65,620</u>	100%	<u>65,620</u>
<b>TOTALS</b>	<b>\$ <u>918,920</u></b>		<b>\$ <u>804,322</u></b>

Source:

Appendix G-2

Attachment I Page 5 Gross &amp; Total Tax Collector Cost (2557SI11.xls)

**CONTRA COSTA COUNTY**  
**2011-2012 Property Tax Administration Charges**

**REVENUE OFFSETS**

**County General**

0005 9608 Supplemental Tax Administration Fees	\$	<u>1,262,122</u>	
			<b>\$ 1,262,122</b>

**Assessor**

0016 1600 Administration	842,391		
1600 Excludable revenues (Direct credits and non-property tax related revenues)	(730,000)		
0016 1605 Drafting	13,640		
1610 Appraisal	0		
1647 Roll Maintenance	<u>230,526</u>		
			<b>\$ 356,557</b>

**Tax Collector**

0015 Tax Collector Revenue	3,311,393		
Excludable revenues (Direct credits and non-property tax related revenues)	<u>(812,926)</u>		
			<b>\$ 2,498,467</b>

**Auditor-Controller**

0010 1004 Tax & Cost Accounting Division Revenue	1,162,000		
Excludable revenues (Direct credits and non-property tax related revenues)	<u>(207,401)</u>		
			<b>\$ 954,599</b>

<b>TOTAL REVENUE OFFSETS</b>		<b><u>\$ 5,071,745</u></b>	
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**Source :**

County General: Appendix C-5  
Assessor: Appendix C-2  
Tax Collector: Appendix C-3  
Auditor Controller: Appendix C-4

# **CONTRA COSTA COUNTY** **2011-2012 ADMINISTRATIVE COST ALLOCATION**

**ATTACHMENT II**

Fund No	Jurisdiction	Adjusted 2011-2012 AB 8 Allocation	2011-2012 Unitary Allocation	2011-2012 Triple Flip & Vif Swap Adj	2011-2012 Estimated RDA Pass Thru	Net Revenue	2011-2012 Adj Allocation Factors	14,393,707 to Allocate
GENERAL COUNTY JURISDICTION								
1003	County General	162,639,869.91	7,426,039	92,790,124	261,070	263,117,102	0.1831950731487	2,636,857
COUNTY GOVERNED SPECIAL DISTRICTS								
1206	County Library	18,695,163.87	441,027		26,785	19,162,976	0.0133422066236	192,044
2020	Contra Costa Fire	76,146,121.10	1,190,243		68,185	77,404,549	0.0538928558613	775,718
2028	Crockett Carquinez Fire	395,022.44	10,937			405,959	0.0002826488509	4,068
3060	East Contra Costa Fire	7,877,430.44	89,044			7,966,474	0.0055466511873	79,837
2401	Service Area L-100	697,073.78	17,733		25,483	740,290	0.0005154263175	7,419
2470	Service Area M-1	29,255.95	1,324			30,580	0.0000212913006	306
2475	Service Area M-29	64,234.68	638			64,873	0.0000451675527	650
2488	Service Area M-16 Clyde	19,530.10	222			19,752	0.0000137521859	198
2489	Service Area M-17 Montalvin	132,291.08	1,987			134,278	0.0000934909279	1,346
2492	Service Area M-20 Rodeo	9,099.70	129			9,229	0.0000064256505	92
2494	Svc Area RD4Bethel Isle	5,823.01	113			5,936	0.0000041330626	59
2496	Svc Area M23 Blackhawk	1,660,105.90	16,509			1,676,615	0.0011673416190	16,802
2505	Flood Control CCC Water	2,332,058.42	55,792		3,143	2,390,993	0.0016647269867	23,962
2520	Flood Control Zone 3B	3,889,258.55	62,289			3,951,548	0.0027512618995	39,601
2521	Flood Cont Z1 Marsh Crik	1,161,851.14	16,800			1,178,652	0.0008206351803	11,812
2527	Flood Control Zone 7	43,350.87	1,255		1,932	46,537	0.0000324016571	466
2530	Flood Control Zone 8	14,759.60	485			15,245	0.0000106141351	153
2531	Flood Control Zone 8A	18,902.22	386			19,289	0.0000134296794	193
2550	Flood Cont Drainage 290	1,264.12	24			1,288	0.0000008966898	13

January 24, 2012

Contra Costa County Board of Supervisors

1122



# CONTRA COSTA COUNTY 2011-2012 ADMINISTRATIVE COST ALLOCATION

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2011-2012 AB 8 Allocation	2011-2012 Unitary Allocation	2011-2012 Triple Flip & Vif Swap Adj	2011-2012 Estimated RDA Pass Thru	Net Revenue	2011-2012 Adj Allocation Factors	14,393,707 to Allocate
2551	Flood Cont Drainage 300	(1) 3,136.61	(2) 46	(3)	(4)	(5) 3,182	(6) 0.0000022156044	(7) 32
2552	Flood Cont Drainage A13	234,107.83	2,526			236,634	0.0001647564405	2,371
2554	Flood Cont Drainage 10	242,888.79	2,613			245,502	0.0001709304251	2,460
2563	Flood Cont Drainage 127	8,990.54	216			9,206	0.0000064099479	92
2583	Flood Cont Drainage 16	58,880.04	666			59,546	0.0000414588960	597
2652	S/A Pl 2 Danville	6,885.13	87			6,972	0.0000048544736	70
2653	S/A Pl-2 Zone A	111,406.67	1,080			112,486	0.0000783184124	1,127
2655	S/A Pl 5 Round Hill	190,737.06	1,752			192,489	0.0001340202601	1,929
2656	S/A Police-6	3,217,846.77	1,310,316			4,528,163	0.0031527299150	45,379
2657	S/A Pl-2 Zone B	135,759.80	1,889			137,649	0.0000958379129	1,379
2702	S/A Lib-2 El Sobrante	78,076.45	2,240			80,316	0.0000559202564	805
2710	S/A Lib-10 Pinole	877.06	16			894	0.0000006221140	9
2712	S/A Lib-12 Moraga	8,829.77	333			9,163	0.0000063795481	92
2713	S/A Lib-13 Ygnacio	106,920.79	1,423			108,344	0.0000754345493	1,086
2751	Svc Area R-4 Moraga	25,786.77	970			26,756	0.0000186290637	268
2758	Svc Area R-7 Zone A	810,558.27	10,284			820,843	0.0005715110988	8,226
2825	Co Co Co Water Agency	447,643.36	9,023		813	457,479	0.0003185193409	4,585
								1,225,246
<b>AUTONOMOUS SPECIAL DISTRICTS</b>								
3005	San Ramon Valley Fire	48,284,802.69	959,401		269,491	49,513,694	0.0344738702975	496,207
3007	Kensington Fire	2,808,095.26	22,910			2,831,005	0.0019710850210	28,371
3011	Rodeo-Hercules Fire	2,971,606.22	64,714			3,036,321	0.0021140358718	30,429

# CONTRA COSTA COUNTY 2011-2012 ADMINISTRATIVE COST ALLOCATION

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2011-2012 AB 8 Allocation	2011-2012 Unitary Allocation	2011-2012 Triple Flip & Vif Swap Adj	2011-2012 Estimated RDA Pass Thru	Net Revenue	2011-2012 Adj Allocation Factors	14,393,707 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
3074	Moraga-Orinda Fire District	16,355,066.22	171,663			16,526,729	0.0115067218866	165,624
3102	Co Co Resource Cons	186,392.51	4,791		758	191,941	0.0001336388673	1,924
3255	Kensington Community Svc	1,264,373.78	11,363			1,275,737	0.0008882307536	12,785
3260	Diablo Community Svc	310,979.65	2,519			313,499	0.0002182735189	3,142
3301	CCC Mosquito Abate Dst1	3,324,902.26	96,483		1,422	3,422,807	0.0023831266618	34,302
3406	Central CC Sanitary	11,750,880.24	220,228		32,614	12,003,722	0.0083575821940	120,297
3409	Mt View Sanitary	274,174.93	6,176			280,351	0.0001951943973	2,810
3411	Ironhouse Sanitary	174,027.69	4,410			178,437	0.0001242367654	1,788
3414	Rodeo Sanitary	197,847.64	3,986			201,833	0.0001405262188	2,023
3416	West Co Wastewater	788,212.82	13,880		4,599	806,692	0.0005616588300	8,084
3418	Stege Sanitary	306,449.47	3,868			310,317	0.0002160581105	3,110
3422	Byron Sanitary	23,702.90	603			24,306	0.0000169228173	244
3240	Crockett-Valona Sanitary	243,781.75	7,879			251,661	0.0001752186456	2,522
3430	Twn of Discovery Bay (Comm S,	439,419.51	4,193			443,612	0.0003088646063	4,446
3480	Delta Diablo Z1 W Pittsburg	303,845.49	11,321		63,240	378,406	0.0002634649529	3,792
3481	Delta Diablo Z2 Pittsburg	391,777.79	4,401		50	396,229	0.0002758739657	3,971
3482	Delta Diablo Z3 Antioch	751,131.59	12,823			763,954	0.0005319024340	7,656
3515	Los Medanos Healthcare	580,253.84	112,933		16,971	710,157	0.0004944464854	7,117
3520	Mt Diablo Healthcare	245,856.91	1,772			247,629	0.0001724111916	2,482
3525	West CCC Healthcare	2,894,224.06	59,026			2,953,250	0.0020561980949	29,596
3601	Alamo-Lafayette Cemetery	222,885.37	3,403			226,289	0.0001575533379	2,268
3603	B B K Union Cemetery	352,323.72	6,719			359,043	0.000249830881	3,598
3700	Ambrose Rec & Park	315,187.31	16,839		52,879	384,906	0.0002679802049	3,857

# CONTRA COSTA COUNTY 2011-2012 ADMINISTRATIVE COST ALLOCATION

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2011-2012 AB 8 Allocation	2011-2012 Unitary Allocation	2011-2012 Triple Flip & Vif Swap Adj	2011-2012 Estimated RDA Pass Thru	Net Revenue	2011-2012 Adj Allocation Factors	14,393,707 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
3715	Green Valley Rec & Park	37,813.83	402			38,216	0.0000266075766	383
3735	Pleasant Hill Rec & Park	2,383,543.48	44,955		755	2,429,254	0.0016913660608	24,345
3740	Rolling-Willett Rec&Park	19,004.03	368			19,372	0.0000134875550	194
3770	Bethel Isle Muni Imp	368,459.44	8,125			376,584	0.0002621966226	3,774
3803	Co Co Co Water	1,956,989.56	882,607		4,321	2,843,918	0.0019800754349	28,501
3830	Castle Rock Co Water	10,753.56	88			10,842	0.0000075484275	109
4001	East Bay Muni Utility	10,749,538.47	171,682		43,099	10,964,320	0.0076338988288	109,880
4002	EBMUD Special District 1	294,446.76	2,801			297,248	0.0002069587321	2,979
4007	A-C Transit Spec Dist 1	6,830,893.63	133,781			6,964,674	0.0048491490096	69,797
4009	BART	8,456,936.90	198,124		14,326	8,669,387	0.0060360538076	86,881
4010	Bay Area Air Management	2,465,058.86	57,757			2,522,815	0.0017565082169	25,283
4025	Dublin San Ramon Svcs	445,627.34	1,224			446,851	0.0003111196522	4,478
4026	East Bay Regional Park	36,763,468.75	889,816		31,324	37,684,609	0.0262378788189	377,660
4110	Reclamation Dist 800 Exp	611,644.08	8,814			620,458	0.0004319936890	6,218
4111	Discovery Bay Rec/Drmg	33,883.09	489			34,372	0.0000239315184	344
4180	East Co Co Irrigation	1,936,860.99	21,316			1,958,177	0.0013633794909	19,624
4181	Byron-Bethany Irrigation	773,997.36	8,373			782,370	0.0005447244897	7,841
								1,750,736
<b>CITIES &amp; CITY SPECIAL DISTRICTS</b>								
4201	City of Clayton	708,348.70	11,904	844,227	48,459	1,612,938	0.0011230070075	16,164
4202	City of Concord	10,372,801.28	178,751	13,750,818		24,302,371	0.0169205061441	243,549
4203	City of Brentwood	6,070,227.58	48,928	3,975,502	18,326	10,112,983	0.0070411563430	101,348
4204	City of San Pablo	236,771.77	11,464	2,093,543		2,341,779	0.0016304614375	23,468

# CONTRA COSTA COUNTY 2011-2012 ADMINISTRATIVE COST ALLOCATION

## ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2011-2012	2011-2012	2011-2012	2011-2012	Net Revenue	2011-2012	to Allocate
		AB 8 Allocation	Unitary Allocation	Triple Flip & Vif Swap Adj	Estimated RDA Pass Thru		Adj Allocation Factors	
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
4205	City of El Cerrito	5,459,068.72	66,172	2,373,791		7,899,031	0.0054998942690	79,161
4206	City of Walnut Creek	11,027,486.62	173,796	9,185,898		20,387,180	0.0141945579376	204,312
4207	City of Pleasant Hill	2,242,318.60	19,025	4,095,081		6,356,424	0.0044256552757	63,702
4208	City of Martinez	6,309,624.75	111,201	3,866,342		10,287,168	0.0071624324689	103,094
4209	City of Antioch	6,402,246.79	122,793	7,403,710		13,928,750	0.0096978809959	139,588
4210	City of Pittsburg	2,040,368.41	286,193	5,167,363		7,493,924	0.0052176387035	75,101
4211	City of Hercules	866,740.17	60,711	1,718,848		2,646,299	0.0018424633843	26,520
4212	City of Pinole	1,533,089.56	38,205	2,040,496		3,611,791	0.0025147062955	36,196
4213	Richmond Tax District 1	20,796,098.13	462,474	9,706,442		30,965,014	0.0215593665029	310,319
4214	City of Lafayette	3,414,997.94	21,325	2,636,551		6,072,874	0.0042282339860	60,860
4215	Town of Moraga	1,564,532.22	19,968	1,490,618		3,075,119	0.0021410488218	30,818
4216	Town of Danville	6,907,134.32	64,202	4,374,208		11,345,545	0.0078993264177	113,701
4217	City of San Ramon	11,368,380.47	265,534	5,791,513		17,425,427	0.0121324396157	174,631
4218	City of Orinda	3,425,590.74	40,318	1,629,983		5,095,893	0.0035480111177	51,069
4219	City of Oakley	1,504,288.43	12,623	2,218,624	29,355	3,764,890	0.0026213016309	37,730
4227	Richmond Tax District 3	6,708,574.78	100,714			6,809,289	0.0047409622202	68,240
4230	Richmond Sewer 1	187,236.59	3,880			191,117	0.0001330651009	1,915
4231	Brentwood Rec & Park Dist	1,233,485.02	11,163			1,244,648	0.0008665550867	12,473
4232	San Ramon M-29	2,007,157.33	5,475			2,012,632	0.0014012936569	20,170
4240	Pleasant Hill Lgt Dist 1	366,148.46	4,422			370,571	0.0002580094547	3,714
4241	Svc Area R-8 Walnut Creek	451,086.64	6,650			457,736	0.0003186985466	4,587
4248	Clayton Light Mice 1	27,028.75	407			27,435	0.0000191018677	275
4252	Martinez Pine Ridge Mice	5,332.33	80			5,413	0.0000037686280	54

14,393,707

# CONTRA COSTA COUNTY 2011-2012 ADMINISTRATIVE COST ALLOCATION

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2011-2012 AB 8 Allocation	2011-2012 Unitary Allocation	2011-2012 Triple Flip & Vif Swap Adj	2011-2012 Estimated RDA Pass Thru	Net Revenue	2011-2012 Adj Allocation Factors	14,393,707 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
4253	Martinez Parking Dist 1	48,707.10	590			49,297	0.0000343230710	494
4263	Lafayette Core Area Mtc	61,808.31	2,936			64,744	0.0000450782487	649
4264	Lafayette St Lt Mice Z1	7,247.49	67			7,315	0.0000050928628	73
4271	Concord Vly Terr SLLtMtc	2,774.03	39			2,813	0.0000019588734	28
4272	Concord Kirkwood Mice 1	39,055.53	507			39,562	0.0000275450633	396
4274	Concord Blhn Terr St Lt	741.63	15			757	0.0000005270149	8
4275	Pl Hill- Diablo Vista Wtr	140,049.71	1,203			141,253	0.0000983469964	1,416
4280	Antioch Parking Mice 1A	21,337.64	418			21,756	0.0000151476208	218
4285	Moraga St Lt Mice 1	115,859.94	1,108			116,968	0.0000814388819	1,172
4294	Oakley Police Services	263,137.74	1,349			264,486	0.0001841484260	2,651
								2,009,864
<b>REDEVELOPMENT AGENCIES</b>								
4701	Antioch	4,083,375.50	121,556			4,204,931	.0029276799940	42,140
4702	Antioch Project 2	1,025,892.53	3,815			1,029,708	.0007169331108	10,319
4703	Antioch Project 3	43,672.92	299		(9,440)	34,532	.0000240427383	346
4704	Antioch Project 4	1,089,470.56	7,495		(32,143)	1,064,823	.0007413821383	10,671
4705	Antioch Project 4, Amd 1	601,319.92	2,539		(341)	603,518	.0004201991708	6,048
4706	Brentwood Project	1,768,327.78	19,573			1,787,900	.0012448241468	17,918
4707	Brentwood Amendment 1	587,752.27	8,416			596,168	.0004150816556	5,975
4708	North Brentwood	2,819,136.55	11,214		(19,874)	2,810,477	.0019567921026	28,165
4709	North Brtwd Amdnd 2	278,210.02	667			278,877	.0001941682095	2,795
4710	Central Concord	14,253,256.71	757,872			15,011,129	.0104514864296	150,436
4711	Concord Commerce	537,695.44	7,941			545,637	.0003798992364	5,468

# CONTRA COSTA COUNTY 2011-2012 ADMINISTRATIVE COST ALLOCATION

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2011-2012 AB 8 Allocation	2011-2012 Unitary Allocation	2011-2012 Triple Flip & Vif Swap Adj	2011-2012 Estimated RDA Pass Thru	Net Revenue	2011-2012 Adj Allocation Factors	14,393,707 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
4712	Cent Concord RDA Amnd	480,326.96	596			480,923	.0003348423673	4,820
4714	Clayton	4,920,850.70	23,580		(92,315)	4,852,116	.0033782820281	48,626
4716	Hercules Dynamite	5,342,841.60	46,573			5,389,415	.0037523756184	54,011
4717	Hercules RDA Proj 2	3,873,389.37	13,406			3,886,795	.0027061781756	38,952
4718	Hercules Merged Dyn & Proj2	0.00	19			19	.0000000129154	0
4720	El Cerrito	4,796,280.80	58,838			4,855,119	.0033803727600	48,656
4721	El Cerrito Area II	1,614.40	79			1,694	.0000011791050	17
4725	Pirrole Vista	5,293,755.48	64,615			5,358,371	.0037307612999	53,699
4726	Pirrole Vista 81	3,238,014.57	31,417			3,269,431	.0022763389402	32,765
4728	Oakley RDA Proj 2	79,775.52	363			80,139	.0000557963947	803
4730	Pittsburg Marina	777.33	1,257			2,034	.0000014163310	20
4731	Pittsburg Riverside	330,469.47	5,456			335,926	.0002338880639	3,367
4732	Pittsburg Neighborhood I	894,299.37	8,860			903,159	.0006288240203	9,051
4733	Pittsburg Neighborhood II	407,067.60	5,488			412,556	.0002872417518	4,134
4734	Pittsburg/Los Medanos I	21,809,946.23	323,400			22,133,346	.0154103245346	221,812
4735	Pittsburg/Los Medanos II	2,869,351.17	57,447			2,926,798	.0020377808126	29,331
4736	Pittsburg/Los Medanos III	10,168,879.46	31,178			10,200,058	.0071017820406	102,221
4737	Richmond 8A RDA 2000 Amnd	707,539.60	3,681			711,220	.0004951866374	7,128
4738	Richmond 10A RDA 2000 Amnd	680,540.44	1,164			681,704	.0004746359648	6,832
4739	Richmond 1A RDA 2000 Amnd	114,172.81	231			114,403	.0000796532762	1,147
4740	Richmond 1A	312,087.64	9,497			321,585	.0002239029870	3,223
4741	Richmond 8A	565,756.42	7,496			573,253	.0003991268873	5,745
4742	Richmond 10A	621,961.76	19,017			640,979	.0004462808540	6,424

# CONTRA COSTA COUNTY 2011-2012 ADMINISTRATIVE COST ALLOCATION

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2011-2012 AB 8 Allocation	2011-2012 Unitary Allocation	2011-2012 Triple Flip & Vif Swap Adj	2011-2012 Estimated RDA Pass Thru	Net Revenue	2011-2012 Adj Allocation Factors	14,393,707 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
4743	Richmond 10B	49,996.34	2,641			52,637	.0000366483680	528
4744	Richmond 11A	9,637,446.49	54,901			9,692,348	.0067482893851	97,133
4745	Richmond 12A	53,568.85	1,355			54,924	.0000382409723	550
4746	Richmond 8A Henley	51,153.94	536			51,690	.0000359891422	518
4747	Richmond 1B	80,648.83	589			81,238	.0000565617605	814
4748	Richmond 1C-Potero	783,735.01	5,425			789,160	.0005494520775	7,909
4749	Richmond 3A	801,197.00	4,285			805,482	.0005608158880	8,072
4750	Walnut Creek-So Broadway	829,660.82	8,467			838,128	.0005835457927	8,399
4751	Walnut Creek-Mt Diablo	0.00	13,766			13,766	.0000095847893	138
4752	Richmond 6A RDA 2000 Amnd	27,103.98	56			27,160	.0000189097942	272
4753	Richmond 10B RDA 2000 Amnd	33,335.10	68			33,404	.0000232572229	335
4754	Richmond 6-A Amend 1	322,348.65	872			323,221	.0002250422665	3,239
4755	Richmond 6-A	481,420.78	2,620			484,041	.0003370128407	4,851
4756	Danville Downtown	2,464,091.72	24,682		(274,742)	2,214,031	.0015415176417	22,188
4757	Richmond 11A RDA 2000 Amnd	456,802.00	100			456,902	.0003181175076	4,579
4758	Richmond 10B RDA 2006 Amnd	0.00	8,160			8,160	.0000056814074	82
4760	San Pablo-So Entrance	351,600.31	6,096			357,696	.0002490457015	3,585
4761	San Pablo-El Portal	1,883,845.69	38,022			1,921,868	.0013380988563	19,260
4762	San Pablo-El Portal 79	2,312,358.97	41,362			2,353,721	.0016387766164	23,588
4763	San Pablo-Oak Park	751,961.21	8,202			760,164	.0005292632388	7,618
4764	San Pablo-Sheffield	244,295.67	3,928			248,224	.0001728258390	2,488
4765	San Pablo-Bayview	1,347,274.68	16,311			1,363,586	.0009493954861	13,665
4766	San Pablo-El Portal 80	1,132,238.55	20,233			1,152,471	.0008024072531	11,550

# CONTRA COSTA COUNTY 2011-2012 ADMINISTRATIVE COST ALLOCATION

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2011-2012 AB 8 Allocation	2011-2012 Unitary Allocation	2011-2012 Triple Flip & Vif Swap Adj	2011-2012 Estimated RDA Pass Thru	Net Revenue	2011-2012 Adj Allocation Factors	14,393,707 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
4767	San Pablo-Oak Park 79	51,615.51	432			52,048	.0000362383646	522
4768	San Pablo-Bayview 80	123,226.70	472			123,699	.0000861250866	1,240
4769	San Pablo-Legacy RDA	748,861.20	4,562			753,423	.0005245702406	7,551
4770	Pleasant Hill Commons	2,652,287.49	19,163			2,671,451	.0018599954025	26,772
4771	Pleasant Hill Commons 1A	88,041.06	818			88,859	.0000618682169	891
4772	Pleasant Hill Schollard Anx	862,187.33	5,552			867,739	.0006041625532	8,696
4773	Pleasant Hill Comm 2001 Amnd	722,898.39	1,650			724,549	.0005044663164	7,261
4774	Pleasant Hill Commons 2009 A	0.00	2			2	.0000000016919	0
4775	Lafayette RDA	3,578,976.40	8,972			3,587,948	.0024981062523	35,957
4777	San Ramon	8,437,974.96	35,572		(782,145)	7,691,402	.0053551325063	77,080
4780	CoCoCo Pleasant Hill BART	7,317,277.74	35,795			7,353,073	.0051195709935	73,690
4781	CoCoCo West Pittsburg	2,012,443.48	16,629		(663,171)	1,365,901	.0009510078252	13,689
4782	CoCoCo North Richmond	1,800,593.63	9,394		(261,887)	1,548,101	.0010778641099	15,514
4783	CoCoCo PI H/BART Amnd 1	882,882.78	5,055		(8,364)	879,574	.0006124024328	8,815
4784	Oakley	2,570,117.16	14,726		(72,429)	2,512,414	.0017492863033	25,178
4785	Rodeo	1,739,569.99	8,268		(202,597)	1,545,241	.0010758729416	15,486
4786	CoCoCo Montalvin	99,534.41	1,294			100,828	.0000702016167	1,010
								1,523,778

Sub-Total: Recoverable Cost 6,509,624

## SCHOOL DISTRICTS - EXEMPT FROM COST ALLOCATION

4016	Ed Phys Handic'd Elem	4,443.06	1,336			5,779	.0000040233819	58
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**CONTRA COSTA COUNTY  
2011-2012 ADMINISTRATIVE COST ALLOCATION**

**ATTACHMENT II**

Fund No	Jurisdiction	Adjusted 2011-2012 AB 8 Allocation	2011-2012 Unitary Allocation	2011-2012 Triple Flip & VIF Swap Adj	2011-2012 Estimated RDA Pass Thru	Net Revenue	2011-2012 Adj Allocation Factors	14,393,707 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
4018	Livermore Jt Unified	212,711.88	63,545			276,257	.0001923437447	2,769
4020	Chabot-Las Positas Com Coll	249,006.08	8,604			257,611	.0001793611091	2,582
4022	Dev Ctr Hand'd Minor	795.37	239			1,034	.0000007202251	10
4029	Trainable M.R. Alameda	2,004.19	602			2,607	.0000018148764	26
5001	Acalanes Union Hi Gen	30,733,429.36	444,905			31,178,335	.0217078907550	312,457
5101	Canyon Elementary Gen	57,122.68	1,234			58,356	.0000406304935	585
5201	Lafayette Elementary Gen	11,864,170.40	150,476			12,014,646	.0083651877662	120,406
5301	Moraga Elementary Gen	5,911,083.93	81,489			5,992,573	.0041723238815	60,055
5401	Orinda Elementary Gen	7,428,037.24	130,369			7,558,406	.0052625344468	75,747
5501	Walnut Creek General	14,858,018.72	218,198			15,076,216	.0104968037065	151,088
6001	Liberty Union Hl Gen	16,875,640.46	253,336			17,128,976	.0119260360715	171,660
6101	Brentwood Elem Gen	9,101,581.78	113,891		7,484	9,222,957	.0064214765371	92,429
6201	Byron Elementary Gen	2,888,036.72	52,030		4,384	2,944,451	.0020500713751	29,508
6301	Knighten Elementary Gen	947,127.25	25,401		3,128	975,656	.0006792899422	9,778
6401	Oakley Elementary Gen	6,976,553.15	107,365			7,083,918	.0049321724671	70,992
6901	County Schools Gen	21,227,888.47	506,856		60,279	21,795,023	.0151747677630	218,421
6999	ERAF K - 12	178,654,101.65	641,902	(154,192,971)		25,103,033	.0174779665631	251,573
7101	Antioch Unified Gen	18,965,250.27	928,138		38,677	19,932,065	.0138776843794	199,751
7201	John Swett General	7,108,965.69	164,878		91,370	7,365,214	.0051280244167	73,811
7401	Martinez Unified Gen	15,936,139.87	284,939			16,221,079	.0112939131485	162,561
7501	Mt Diablo Unified Gen	84,367,146.90	1,565,994		270,134	86,203,275	.0600189615493	863,895
7601	Pittsburg Unified Gen	4,112,088.30	1,382,456		12,368	5,506,912	.0038341830636	55,188
7701	West Co Co Unified Gen	52,342,364.83	1,039,434		108,894	53,480,693	.0372428522346	536,063

**CONTRA COSTA COUNTY  
2011-2012 ADMINISTRATIVE COST ALLOCATION**

**ATTACHMENT II**

Fund No	Jurisdiction	Adjusted 2011-2012	2011-2012	2011-2012	2011-2012	Net Revenue	2011-2012	to Allocate
		AB 8 Allocation	Unitary Allocation	Triple Flip & Vif Swap Adj	Estimated RDA Pass Thru		Adj Allocation Factors	
7801	San Ramon Valley Unit	(1) 108,214,589.81	(2) 1,990,776	(3)	(4) 594,966	(5) 110,800,331	(6) .0771446424827	(7) 1,110,397
7801	Co Co Comm College Gen	62,015,538.58	1,433,479		208,364	63,657,381	.0443214010412	637,949
7899	ERAF Community College	26,599,746.13	99,543	(22,960,712)		3,738,577	.0026029815032	37,467
218	TOTALS	1,405,395,769.05	30,871,582	0	0	1,436,267,351	1.0000000000000	14,393,707
						Sub-Total: Exempt School Share		5,247,226

14,393,707  
to  
Allocate

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Appointment to the Hazardous Materials Commission**

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**RECOMMENDATION(S):**

APPOINT the following individuals Member and Alternate respectively, for City Seat #2 on the Hazardous Materials Commission, to a four-year term ending December 31, 2015.

Don Tatzin Lafayette City Hall  
3675 Mt. Diablo Blvd #210  
Lafayette CA 94549-3793

Cindy Silva (Alternate) 1801 Glenhaven Ave.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: Michael Kent, 313-6587**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:  
January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Michael Kent, Terry Guthmiller, Tasha Scott

**RECOMMENDATION(S): (CONT'D)**

Walnut Creek CA 94595

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Hazardous Materials Commission was established in 1986 to advise the Board, County staff and the mayor's council members, and staffs of the cities within the County, on issues related to the development, approval and administration of the County Hazardous Waste Management Plan. Specifically, the Board charged the Commission with drafting a hazardous materials storage and transportation plan and ordinance, coordinating the implementation of the hazardous materials release response plan and inventory program, and to analyze and develop recommendations regarding hazardous materials issues with consideration to broad public input, and report back to the Board on Board referrals.

The bylaws of the Commission provide that two representatives of cities be appointed by the City Selection Committee pursuant to Article II (50270 et Seq.) of Chapter 1, Part 1 of Division 1 of Title 5 of the Government Code.

**CONSEQUENCE OF NEGATIVE ACTION:**

Vacancy on the Commission.

**CHILDREN'S IMPACT STATEMENT:**

None.

**To: Board of Supervisors**

**From: Dorothy Sansoe, County Administrator**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Declare Vacancies on the Contra Costa Commission for Women**

**RECOMMENDATION(S):**

DECLARE vacant At Large Seat 1 previously held by Ana Marie Bustos and At Large Seat 11 previously held by Sean Duckworth on the Contra Costa Commission for Women due to their resignations, and DIRECT the Clerk of the Board to post the vacancy.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Contra Costa Commission for Women was established on February 28, 1989 to identify major economic, educational and social concerns of women in Contra Costa County, to reach and inform all women on a variety of issues.

The Commission consists of twenty-six members, one from each Supervisorial District, twenty at-large

Ms. Bustos and Mr. Duckworth notified the Contra Costa Commission for Women of their resignation from the Commission for personal reasons.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES  NOES

ABSENT  ABSTAIN

RECUSE

**Contact: Dorothy Sansoe, 925-335-1009**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc:

**CONSEQUENCE OF NEGATIVE ACTION:**

The Commission may be unable to meet due to lack of a quorum.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**To: Board of Supervisors**

**From: Supervisor Mary N. Piepho**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: OPPOSE the Elimination of the Department of Boating and Waterways in the State Budget**

**RECOMMENDATION(S):**

OPPOSE the proposed elimination of the Department of Boating and Waterways and the transfer of its functions to the Department of Parks and Recreation in the Governor's FY 2012-13 Budget, as recommended by Supervisor Mary N. Piepho.

**FISCAL IMPACT:**

No fiscal impact to the County from this action.

**BACKGROUND:**

The Governor's Budget for FY 2012-13 proposes to eliminate the Department of Boating and Waterways and transfer the functions to the Department of Parks and Recreation.

The Department of Boating and Waterways funds, plans, and develops boating facilities on waterways throughout California and ensures safe boating for the public by providing financial aid and training to local law enforcement agencies. In addition, the Department has responsibility for boating safety and education, licensing of yacht and ship brokers and salespeople, aquatic weed control in the Sacramento-San Joaquin Delta, and beach erosion control and sand renourishment along California's coast and operates an oceanography program at the Scripps Institution of Oceanography at La Jolla.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County



RECUSE 

**Contact: L. DeLaney, 925-335-1097**

Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:**

## **BACKGROUND: (CONT'D)**

As contained in the Summary Budget (p. 30-31):

"The Department of Parks and Recreation currently partners with Boating and Waterways in facilities construction projects. Boating and Waterways funds operations at all of Parks' reservoirs. This proposal will transfer the functions of the Department of Boating and Waterways to a division of the Department of Parks and Recreation, similar to the Off-Highway Vehicle Recreation Division. Because the Department of Boating and Waterways is being transferred to the Department of Parks and Recreation, the California Boating and Waterways Commission will be eliminated. The Commission advises the Department of Boating and Waterways on matters within its jurisdiction and consents to all boating facilities loans and grants. The duties performed by the Commission will be absorbed by the Department of Parks and Recreation."

Recreational Boaters of California [RBOC], an organization that advocates for recreational boating and its enthusiasts, is urging boaters to speak up in opposition to Governor Brown's proposal to eliminate the state Department of Boating and Waterways (DBW) and re-constitute the department as a division within the Department of Parks and Recreation.

Eliminating DBW has already been rejected four times, when it was proposed by Governor Pete Wilson in 1992 and 1996 and Governor Arnold Schwarzenegger in 2003 and 2009. The reasons that RBOC advances for why DBW must continue as a separate department include:

- DBW provides accountability, transparency and leadership regarding the collection and use of boater-derived taxes and fees, and the best use of these funds for programs that benefit boating.
- Eliminating DBW would not save any General Fund dollars. The department is funded by boater fuel tax dollars, registration fees, and interest payments on infrastructure loans. Eliminating the department would not help resolve the current budget crisis.
- DBW creates jobs through loans and grants of boater fund for boating infrastructure throughout the state that ensures boater access to waterways. *(There is no indication in the State Budget documents that these funds would be eliminated.)*
- This state's more than 3 million boating enthusiasts must have a department with a Director whose primary focus is boating. DBW has a compact organizational structure and administers boating programs in a timely and non-bureaucratic manner. Its statutory charter is directly boating-related.

While one can understand the importance of finding savings during these difficult times, eliminating DBW would not help resolve the state's fiscal problems, and would jeopardize programs and services which the boating community has determined to be essential and is willing to finance.

Sheriff David Livingston concurs that the Department of Boating and Waterways should not be eliminated and has indicated that the Sheriffs' Association will also be opposing the change.

If this is just an internal reorganization within the Natural Resources Department with a clear distinction of a new "division" within Parks and Recreation, there may be less of a concern. However, if there is a change that could involve mingling of monies or purpose then there is a greater concern since Parks and Recreation has been very much park-focused, whereas, DBW has a much broader focus and mission.

The County has benefitted greatly from the availability of funds for abandoned vessel abatement as well as invasive species control efforts in the Delta by the Department of Boating and Waterways. A dilution of these efforts by a different department could have negative impacts on our boating community and our waterways.

## **CONSEQUENCE OF NEGATIVE ACTION:**

Without a position on this issue from the Board of Supervisors, the County will not be able to advocate on it.

**To: Board of Supervisors**

**From: Ted Cwiek, Human Resources Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Add four Mental Health Community Support Worker I - Project positions in the Health Services Department.**

**RECOMMENDATION(S):**

Adopt Position Adjustment Resolution #21044 to add three full-time and one 20/40 Community Support Worker I - Project positions (VQW7) at salary level QT 5 0875 (\$2541.11 - 3088.73) in the Health Services Department.

**FISCAL IMPACT:**

Upon approval, this action will result in an annual cost of approximately \$243,234, including pension costs of \$46,052, and will be fully funded by Mental Health Services Act monies.

**BACKGROUND:**

These positions are needed to staff the Mental Health Services Act's approved innovation proposal entitled **Promoting Wellness, Recovery, and Self-Management Through Peers**. Three of these positions will serve as wellness coaches and will assist mental health consumers in navigating the health system as well as accessing health and wellness resources. The final position will assist staff in data collection and work plan evaluation by administering surveys, conducting focus groups, logging activities as well as completing other activities related to program evaluation.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: Terrina C. Manor, 957-5248**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc:

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, services to Mental Health clients may be adversely affected.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable.

# POSITION ADJUSTMENT REQUEST

NO. 21044  
DATE 1/10/2012

Department HEALTH SERVICES - MENTAL HEALTH Department No./ Budget Unit No. 0467 Org No. 5899 Agency No. A18  
Action Requested: Add three full-time and one 20/40 MH Community Support Worker I - Project positions (VQW7) at salary level QT 5 0875 (\$2541.11 - 3088.73)

Proposed Effective Date: 1/25/2012

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☐ No ☒

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$243,234.00 Net County Cost \$0.00

Total this FY \$101,347.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Mental Health Services Act

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Terrina C. Manor

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

1/12/2012

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE \_\_\_\_\_

Exempt from HR review under Delegated Authority

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_ (Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 1/12/2012

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

Dorothy Sansoe

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

David J. Twa, Clerk of the Board of Supervisors  
and County Administrator

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department Health Services

Date 1/19/2012

No. xxxxxx

1. Project Positions Requested:
2. Explain Specific Duties of Position(s)
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
9. How will the project position(s) be filled?
  - ☐ a. Competitive examination(s)
  - ☐ b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - ☐ c. Direct appointment of:
    - ☐ 1. Merit System employee who will be placed on leave from current job
    - ☐ 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

**Position Adjustment Request Cost Breakdown  
MH COMMUNITY SUPPORT WORKER I**

Salary	\$37,064.76
Employer Paid Benefits*	\$17,420.44
Health/Dental	\$13,134.00
One Time Costs	\$0.00
<b>Total Cost</b>	<b>\$67,619.20</b>
Deferred comp Benefit	\$0
<b>ANNUAL TOTAL COST</b>	<b>\$67,619.20</b>

*Includes:	7.65% FICA
	3.48% Workers Compensation
	0.37% Unemployment
\$13,157.99	35.50% Pension

Cost for Three Positions:	\$202,857.59
Pension Cost for Three Pos:	\$39,473.97

**Position Adjustment Request Cost Breakdown  
MH COMMUNITY SUPPORT WORKER I - 20/40**

Salary	\$18,532.38
Employer Paid Benefits*	\$8,710.22
Health/Dental	\$13,134.00
One Time Costs	\$0.00
<b>Total Cost</b>	<b>\$40,376.60</b>
Deferred comp Benefit	\$0
<b>ANNUAL TOTAL COST</b>	<b>\$40,376.60</b>

*Includes:	7.65% FICA
	3.48% Workers Compensation
	0.37% Unemployment
\$6,578.99	35.50% Pension

TOTAL COST =	\$243,234.19
TOTAL PENSION =	\$46,052.96



**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: 3024 WILLOW PASS ROAD, CONCORD - LEASE FOR THE HEALTH SERVICES  
DEPARTMENT**

**RECOMMENDATION(S):**

1. APPROVE a Lease with 3052 Willow Pass Road LLC for the premises at 3024 Willow Pass Road, Concord for a ten (10) year term, plus two 5-year options, beginning on the first day of the month following County's occupancy, at a monthly rent of \$16,282 for 7,797 square feet of medical office and clinic space, as requested by the Health Services Department
2. AUTHORIZE the Director of Public Works, or designee, to EXECUTE the Lease on behalf of the County.
3. DETERMINE the project is a Class 1(a) Section 15301 Categorical Exemption under the California Environmental Quality Act (CEQA).
4. DIRECT the Department of Conservation and Development Director, or designee, to file a Notice of Exemption with the County Clerk, and DIRECT the Director of Public Works, or designee, to arrange for the payment of the handling fees to the Department of Conservation and Development and County Clerk for filing of the Notice of Exemption.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: Dick Awenius (925) 313-7250**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** GSD Administration, GSD Accounting, GSD RES Division Manager, GSD RES Clerical, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office, Risk Manager

**FISCAL IMPACT:**

Approval of the Lease will obligate the County to pay \$2,037,600 in rent over the ten-year term of the Lease, plus approximately \$722,030 for County's share of the cost of tenant improvements. 100% Federally Qualified Health Center Revenue.

**BACKGROUND:**

The Health Services Department currently operates the Concord Health Clinic in the County-owned building located at 3052 Willow Pass Road in Concord. Health Services wants to expand the clinic by leasing additional space in an adjacent building known as 3024 Willow Pass Road, Concord. This lease will add 7,797 square feet to the existing clinic, and includes an option for the County to purchase the building at a fixed price at its option.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the Lease is not approved, health care services will not be expanded at this location, and other arrangements will have to be made to provide the additional services to the community at another location.

**CHILDREN'S IMPACT STATEMENT:**

None.

**To: Board of Supervisors**

**From: Joe Valentine, Employment & Human Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: 2012 Low Income Home Energy Assistance Program funding**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Director, or designee, to execute a revenue agreement to accept funding from California Department of Community Services and Development in an amount not to exceed \$877,210 for Low Income Home Energy Assistance Programs for the term January 1, 2012 through June 30, 2013.

**FISCAL IMPACT:**

100% State funds California Department of Community Services and Development

Pension costs: \$142,984

County match: \$0

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: C. Youngblood, 313-1712**

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**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Cassandra Youngblood, Sung Kim, Sam Mendoza, Jagjit Bhambra

**FISCAL IMPACT: (CONT'D)**

**BACKGROUND:**

The County receives funding from the State to operate a low income home energy assistance program for eligible residents. This board order accepts funding to operate the program during the 2012 program year.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, County may not receive funding to operate LIHEAP.

**CHILDREN'S IMPACT STATEMENT:**

The Employment & Human Services Department, Community Services Bureau energy program supports one Contra Costa County community outcome - Outcome #4: "Families that are Safe, Stable and Nurturing." This outcome is supported by the provision of home energy assistance to keep households warm in winter and to increase household energy efficiency.

**To: Board of Supervisors**

**From:**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Contract Amendment - Oakley Generating Station**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Contra Costa Generating Station, LLC, to temporarily reduce the the monthly fee charged by the County to \$10,000 from \$76,282.05 for the period January 1, 2012 to June 30, 2012 due to a reduction in constuction activity and comensurate reduction in building inspection services provided by the County during this period.

**FISCAL IMPACT:**

The proposed contract amendment will result in a reduction in workload and revenue for the Building Inspection Division during the six month period of the amendment. However, it is anticipated that revenues from this project will increase when full construction activity on this project resumes in the summer of 2012. The overall fees for the project, as a result of this amendment, may increase by up to a total of \$60,000.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the proposed contract amendment is not approved, DCD will not be able to adjust fees for this project consistent with the level of service provided.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: (925) 674-7722**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc:

**BACKGROUND:**

In March, 2011, the Department of Conservation and Development (DCD) entered into a contract with Contra Costa Generating Station (CCGS), LLC, to provide building inspection services for the Oakley Generating Station. The Oakley Generating Station is new 624-megawatt natural gas-fired power plant being constructed in eastern Contra Costa County under the jurisdiction of the California Energy Commission (CEC). The CEC has delegated authority to the County to enforce building code regulations.

DCD has been informed by CCGS that construction activity on the Oakley Generating Station will substantially decrease during the period from January 1, 2012 to June 30, 2012, and therefore the building inspection services required from DCD will be substantially reduced as well. The proposed contract amendment would adjust the monthly fee DCD charges CCGS to be consistent with the level of services DCD will provide to the project during the period covered by the amendment. The level of service required from DCD, and the fee DCD charges to CCGS, will return to its present level when full construction activity on the project resumes in the summer of 2012.

**CHILDREN'S IMPACT STATEMENT:**

N/A



**To: Board of Supervisors**

**From: Joe Valentine, Employment & Human Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: 2011-12 Department of Energy / Weatherization Assistance Program contract**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Department Director, or designee, to execute a revenue agreement in an amount not to exceed \$86,865 with California Department of Community Services and Development, including a mutual indemnification clause, for Department of Energy Weatherization Assistance Program services Low-Income Home Energy Assistance and weatherization program with the term December 1, 2011 through June 30, 2012.

**FISCAL IMPACT:**

100% Federal funds passed through State / CFDA # 81.042 U.S. Department of Health and Human Services California Department of Community Services and Development

Pension Costs: \$19,500

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: C. Youngblood, 313-1712**

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**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Cassandra Youngblood, Sam Mendoza, Jagjit Bhambra, Sung Kim

**FISCAL IMPACT: (CONT'D)**

Net County Costs: \$0

CCC: 39-869-5

**BACKGROUND:**

The County receives funding from the State to operate a Department of Energy Weatherization Assistance Program to eligible households. Approval of this agreement will provide funding for the 2011-12 program year.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, the Department will not receive funding to operate the weatherization assistance program in Contra Costa County.

**CHILDREN'S IMPACT STATEMENT:**

The Employment & Human Services Department, Community Services Bureau energy program supports one Contra Costa County community outcome - Outcome #4: "Families that are Safe, Stable and Nurturing." This outcome is supported by the provision of home energy assistance to keep households warm in winter and to increase household energy efficiency.

**To: Board of Supervisors**

**From: David O. Livingston, Sheriff-Coroner**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: State of California Department of Boating and Waterways Financial Assistance Program Grant**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to apply for and accept a grant from the State of California Department of Boating and Waterways in an amount not to exceed \$638,249 for marine patrol and boating regulations enforcement, for the period July 1, 2012 through June 30, 2013.

**FISCAL IMPACT:**

No County match. Revenue; up to \$638,249, 100% State funds. The Office of the Sheriff receives annual funding from the Department of Boating and Waterways that is incorporated in the baseline budget.

**BACKGROUND:**

The State of California Department of Boating and Waterways (DBW) provides funding to maintain the service level of the Office of the Sheriff's Marine Patrol Unit on the Delta Waterways. Marine patrol operations cost roughly \$1.5 million per year of which DBW has awarded \$638,249 for each of the past four years. For State fiscal year 2012/13, DBW will again fund \$638,249. DBW funding provides the ability for more vigilant enforcement of boating regulations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: Mary Jane Robb, (925) 335-1557**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:**

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to secure State funding will result in a reduction in Marine Patrol Services.

**CHILDREN'S IMPACT STATEMENT:**

**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Award of Construction Contract for the Solar Photovoltaic System at 746 Loring Avenue, Crockett**

**RECOMMENDATION(S):**

1. APPROVE the design, plans, and specifications for the above project.
2. DETERMINE that the project is exempt from the California Environmental Quality Act (CEQA) as a Section 15301, Class 1d Categorical Exemption; DIRECT the Director of Conservation and Development, or designee, to promptly file a Notice of Exemption with the County Clerk; and DIRECT the Director of Public Works, or designee, to arrange for payment of the \$25 handling fee to the County Clerk for filing the Notice of Exemption and a \$25 handling fee to the Department of Conservation and Development for processing costs.
3. DETERMINE that the bid submitted by RBT Electric was non-responsive; and REJECT the bid on that basis.
4. AWARD the construction contract for the above project in the amount of \$108,800 to Synapse Electric ("Synapse"), the lowest responsive and responsible bidder for the subject project; and DIRECT the Director of Public Works, or designee, to prepare the contract.
5. DIRECT that Synapse shall submit two good and sufficient surety bonds (performance bond and payment bond) in the amount of \$108,800.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of

**Contact: Rob Lim, (925) 313-7200**

Supervisors

By: , Deputy

**cc:** GSD Administration, GSD Accounting, GSD CPM Division Manager, GSD CPM Project Manager, GSD CPM Clerical, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office, Energy Program Manager

## **RECOMMENDATION(S): (CONT'D)**

6. ORDER that, after Synapse has signed the contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Director of Public Works has reviewed them and found them to be sufficient, the Director of Public Works, or designee, is authorized to sign the contract for this Board.

7. AUTHORIZE the Director of Public Works, or designee, to exonerate any bid bonds posted by the bidders after execution of the above contract.

8. AUTHORIZE the Director of Public Works, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

9. AUTHORIZE the Director of Public Works, or designee, to order changes or additions to the contract work pursuant to Public Contract Code Section 20142.

10. DELEGATE, pursuant to Public Contract Code Section 4114, the Board's function under Public Contract Code Sections 4107 and 4110, with regards to subletting and subcontracting, to the Director of Public Works, or designee.

11. DECLARE that, should the award of a contract to Synapse be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing herein shall prevent the Board from re-awarding a contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance in accordance with Public Contract Code Sections 5100-5107.

## **FISCAL IMPACT:**

Funding for the contract is from the Bay Area Air Quality Management District's ("BAAQMD") Greenhouse Gas Reduction Grant Program (73%) and Fire District funds (27%). The solar photovoltaic system is expected to generate 655,000 kWh and save \$153,000 in electricity costs over 20 years. District funds for this project will be paid back in 5 years through anticipated energy savings.

## **BACKGROUND:**

The Crockett-Carquinez Fire District was awarded a grant from the BAAQMD through its Greenhouse Gas Reduction Grant Program ("GGRGP"). The grant is to be used for energy efficient improvements which includes solar photovoltaic systems.

Bids were received by the General Services Department on October 27, 2011, and the bid results are as follows:

<b><u>BIDDERS</u></b>	<b><u>BASE BID</u></b>
RBT Electric	\$99,500 (non-responsive)
Synapse Electric	\$108,800
Premier Power	\$120,597
K2 Solar	\$148,346

The construction cost estimate for this project was \$98,000. Since the estimated cost was below \$100,000, informal bidding was used pursuant to the Public Contract Code and the County's Outreach Program requirements did not apply.

In evaluating the apparent low bid submitted by RBT Electric ("RBT"), it was determined that RBT had omitted required information, including cash flow calculations, a schedule, and specifications for the proposed system components. Because of the omission of required information, RBT's bid was deemed non-responsive. The next apparent low bid submitted by Synapse Electric ("Synapse") was evaluated and determined to be responsive.

A letter was previously sent to RBT notifying them of the above deficiencies with their bid and affording RBT an opportunity to appeal their disqualification. No appeal was submitted.

Synapse's bid is \$11,797 less than the next low bidder but \$ 10,800 over the estimate. However, the Fire District has



confirmed they have the funds to cover the difference. While Synapse's bid exceeds the County's limit for informal bidding (\$100,000), Public Contract Code Section 22034 allows for a 10% overage (i.e., a contract award of up to \$110,000) if approved by the Board of Supervisors. Staff recommends that the Board reject as non-responsive the bid submitted by RBT and award the construction contract for this project to Synapse in the amount of \$108,800.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, are on file with the Clerk of the Board and copies are available to any party upon request.

On October 21, 2011, the Department of Conservation and Development determined that the Project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301, Class 1d, of the CEQA Guidelines.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to award the construction contract for the solar photovoltaic system would mean continued higher electricity bills and potential loss of grant funding from BAAQMD.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**To: Board of Supervisors**

**From: David O. Livingston, Sheriff-Coroner**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Purchase Order - Motorola**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner as fiscal agent for the City of Pittsburg, a purchase order with Motorola in the amount of \$623,480 for East Bay Regional Communications System compliant radio equipment.

**FISCAL IMPACT:**

\$623,480 funded by City of Pittsburg contributions to the County's Law Enforcement Capital Projects Fund 105600. No net County cost.

**BACKGROUND:**

The Sheriff's Office has used Motorola for their communications system (Dispatch and Field Operations) for over 20 years. The Pittsburg Police Department receives their dispatch communication services from the Sheriff's Office Communications Center, and to maintain continuity of this operational relationship, Motorola is the optimal choice for related communications equipment. Motorola has been selected in the past because of reliability and ease of maintenance. Because of the proprietary nature of this equipment, Pittsburg PD chose to purchase Motorola communications equipment as an extension of the EBRCs P25 digital communication project. The new APX 7000 handheld radio is required for the P25 Interoperable radio system currently being installed through the County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

**Contact: Liz Arbuckle, 335-1529**

January 24, 2012

Contra Costa County Board of Supervisors

1164

By: , Deputy

**cc:** Heike Siewell, Liz Arbuckle, Julie Enea

**To: Board of Supervisors**

**From: David O. Livingston, Sheriff-Coroner**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Purchase Order - Motorola**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner as fiscal agent for the City of Pittsburg, a purchase order with Motorola in the amount of \$350,500 for East Bay Regional Communications System compliant radio equipment.

**FISCAL IMPACT:**

\$350,500 funded by City of Pittsburg contributions to the County's Law Enforcement Capital Projects Fund 105600. No net County cost.

**BACKGROUND:**

The Sheriff's Office has used Motorola for their communications system (Dispatch and Field Operations) for over 20 years. The Pittsburg Police Department received their dispatch communication services from the Sheriff's Office Communications Center and to maintain continuity of this operational relationship, Motorola is the optimal choice for related communications equipment. Motorola has been selected in the past because of reliability and ease of maintenance. Because of the proprietary nature of this equipment, Pittsburg PD chose to purchase Motorola communications equipment as an extension of the EBRCS P25 digital communication project.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of

**Contact: Liz Arbuckle, 335-1529**

Supervisors

By: , Deputy

**cc:**

**To: Board of Supervisors**

**From: Julia R. Bueren, Director of Public Works**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Purchase Order Increase ADI**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to Execute a purchase change order, on behalf of the Public Works Director, with ADI increasing the payment limit by \$150,000 to a new payment limit of \$400,000 for low voltage building parts and systems, with no change in original term of September 1, 2010 through August 31, 2012.

**FISCAL IMPACT:**

\$150,000 increase in existing purchase order amount. 100% General Fund; Budgeted.

**BACKGROUND:**

In July 2010 General Services Department conducted a BidSync bid soliciting a vendor for low voltage building parts and systems. These parts are typically items used in burglar and fire alarm, video surveillance, and access control. Posted as BidSync bid # 1007-005, ADI was awarded a purchase order to supply Facilities Maintenance with these items. The original request was for two (2) years with three (3) possible one year extensions. Because of the importance of improving these systems, several departments and outside agencies such as East Bay Parks District are upgrading and installing systems faster than anticipated, causing a need for this change order. The original Board Order was item C.118 on the March 15, 2011 agenda.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: Stan Burton, 925-313-7077**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** GSD Admin , GSD Fiscal Officer, GSD Accounting , CAO, GSD Purchasing, GSD Purchasing, Auditor  
Controller, GSD Materials Management

**CONSEQUENCE OF NEGATIVE ACTION:**

If this agreement is not approved, purchasing Low Voltage electrical parts from ADI will discontinue.

**CHILDREN'S IMPACT STATEMENT:**

None



**To: Board of Supervisors**

**From: Sharon Offord Hymes, Risk Manager**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Contract Amendment for Environmental and Occupational Risk Management, Inc.**

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Risk Manager to execute a Contract Amendment Agreement with Environmental and Occupational Risk Management (EORM), effective January 1, 2012, to increase the total payment limit by \$9,272 to a new total payment limit of \$527,872, to provide safety program review and training support to the Office of the Sheriff during the contract term of July 1, 2011 through June 30, 2012.

**FISCAL IMPACT:**

The increased costs of \$9,272 will be funded by the Office of the Sheriff.

**BACKGROUND:**

EORM assists in dealing with Occupational Safety Health Administration (OSHA) compliance inspections and responses on behalf of all County departments. The Office of the Sheriff would like EORM to review, evaluate and update a few of the department's safety programs and trainings.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Office of the Sheriff would not be able to ensure that they meet all Cal-OSHA regulatory requirements.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: Sharon Hymes-Offord, (925) 335-1452**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc:

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

CONTRACT AMENDMENT AGREEMENT  
(Purchase of Services - Long Form)

Number 46888  
Fund/Org# 2500  
Account # 2310  
Other #

1. Identification of Contract to be Amended.

Number: 46888

Effective Date: July 1, 2011

Department: CAO-Risk Management

Subject: Professional On-Site Environmental Health & Safety Consulting Support

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: **Environmental and Occupational Risk Management**  
Capacity: A California Corporation  
Address: 4 No. Second St. Ste 1270, San Jose CA 95113

3. Amendment Date. The effective date of this Contract Amendment Agreement is January 1, 2012 .

4. Amendment Specifications. The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chairman/Designee	By _____ Deputy

CONTRACTOR

Name of business entity: Environmental and Occupational Risk Management	Name of business entity: Environmental and Occupational Risk Management
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable)

Note to Contractor: For Corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice-president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

In consideration for EORM to provide professional on-site environmental, health and safety (EHS) consulting support to the Office of the Sheriff, the contract payment limit is hereby increased by \$9,272 to a new total payment limit of \$527,872. The Office of the Sheriff will be charged for the increased costs.

### Scope of Work

EORM will review and update the Injury and Illness Prevention (IIPP) and Respiratory Protection safety programs and training units for the Office of the Sheriff. Project prioritization, hours allocation, and completion dates will be at the request and direction of the Sheriff's Office Safety Coordinator.

### Project Team

EORM will provide Senior and/or Principal level Environmental, Health, Safety and Sustainability (EHSS) consultants on a part-time basis to support these projects to conduct the evaluation and updates as well as to perform quality review and oversight.

### Assumptions

- The duration of the proposed on-site support is approximately 26 weeks. All tasks are budgeted to end on June 30, 2012, but may end sooner if the project is complete and/or an accelerated support timeline is requested by the Sheriff's Office.
- Sheriff's Office will provide EORM with the program and training templates as well as related policies and procedures for the affected safety programs.
- Sheriff's Office will make available the personnel necessary to meet and provide input and feedback on program and training materials.
- Work requested and performed on weekends, holidays or after normal business hours, will be billed at 150% of the contract labor rate.
- The on-site support will begin on or about January 1, 2012.
- Project time will be allocated and used according to Sheriff's Office requirements and priorities.
- Project will be billed on a fixed-fee basis as materials are completed.

### Cost Estimate

EORM will complete EHS support tasks on a fixed-fee basis not to exceed the amounts below. EORM will provide Senior and Principal EHSS Consultants, as needed, at \$152 and \$200 per hour, respectively. EORM standard rates are \$210 to \$225 per hour

**Note:** These rates reflect a 35% discount off of EORM's Standard Fee Schedule.

### Estimated Program Hours and Expenses

Program	Approximate Hours for Program	Approximate Cost for Program Development	Approximate Hours for Training Development	Approximate Cost for Training
Injury and Illness Prevention Program	20	\$3,040	8	\$1,216
Respiratory Protection Program	25	\$3,800	8	\$1,216
<b>Totals</b>	<b>45</b>	<b>\$6,840</b>	<b>16</b>	<b>\$2,432</b>
<b>Grand Total Programs and Training</b>				<b>\$9,272</b>

### Special Conditions

Client or EORM may terminate a project for convenience upon thirty (30) days' prior written notice of the desired termination date. Upon termination of such project, Client shall pay EORM for all project-authorized fees and expenses due and accrued as of the desired termination date.

In the event that one or more of the EORM employees providing the support becomes unavailable, EORM will replace the individual(s) with a consultant of comparable experience, and seek the designated County sponsor's approval of the replacement.

**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Increase Purchase Order Limit for Recycled Copy Paper**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Public Works Department, to execute a purchase order (33977) with Kelly Paper to increase the payment limit by \$400,000 to a new payment limit of \$800,000 for recycled copy paper, and extend the term for two years through January 24, 2014.

**FISCAL IMPACT:**

The cost of paper is charged back to user departments. Print & Mail Services is a zero net county cost operation.

**BACKGROUND:**

Recycled paper is purchased in volume and is used by departments and the Print & Mail division for printing and copies. Departments place orders for blank recycled paper through Print & Mail and the paper is delivered directly by Kelly Paper. This allows the County to purchase in bulk without having to maintain an inventory. Prices based on BidSync Bid #1004-004.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this request is not approved, costs for paper may increase.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES  NOES

ABSENT  ABSTAIN

RECUSE

**Contact: David Gould (925) 313-7326**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** GSD Admin, GSD Accounting, GSD Purchasing, Auditor Controller, GSD Purchasing

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: BLANKET PURCHASE ORDER CHANGE ORDER FOR COOPERSURGICAL, INC**

**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute a change order to Purchase Order #f18571 with Coopersurgical, Inc., to add \$50,000 for a new total of \$215,000, to purchase medical supplies for Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from July 1, 2007 through June 30, 2012.

**FISCAL IMPACT:**

100% Enterprise Fund I.

**BACKGROUND:**

The Health Services Department has purchased medical supplies from Coopersurgical, Inc. since 1997. Due to the large number of patients treated by the hospital and clinics it is vital that Health Services Department has access to vendors which can provide the needed medical items. Coopersurgical, Inc. is one of those vendors.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Health Services will be hampered in its ability have medical supplies needed to care for patients at Contra Costa Regional Medical Center and Health Centers.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES

NOES

ABSENT

ABSTAIN

RECUSE

**Contact: David Runt, 313-6228**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Tasha Scott, Margaret Harris, Demetria Gary

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Novation Contract #74-043-18 with Seneca Family of Agencies**

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-043-18 with Seneca Family of Agencies, a non-profit corporation, in an amount not to exceed \$555,000, to provide Therapeutic Behavioral Services (TBS) for the period from July 1, 2011 through June 30, 2012. This Contract includes a six-month automatic extension through December 31, 2012, in an amount not to exceed \$277,500.

**FISCAL IMPACT:**

This Contract is funded 50% by Federal Medi-Cal (FFP) and 50% by State Early and Persistent Screening, Diagnosis, and Treatment (EPSDT). (No rate increase)

**BACKGROUND:**

The State Department of Mental Health has been working in collaboration with County's Mental Health Division to establish a mandated program to provide TBS to children who participate in the EPSDT Supplemental Specialty Mental Health services. This program will provide emergency placement services to eligible Medi-Cal beneficiaries less than 21 years of age, who meet the medical necessity criteria of their Mental Health Plan, and who have been discharged from a hospital or have failed in other placements.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES

NOES

ABSENT

ABSTAIN

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County

RECUSE 

**Contact: Cynthia Belon, 957-5201**

Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** A Down, D Gary

**BACKGROUND: (CONT'D)**

On February 8, 2011, the Board of Supervisors approved Novation Contract #74-043-17 with Seneca Residential and Day Treatment Center for Children (now known as Seneca Family of Agencies), for the period from July 1, 2010 through June 30, 2011, which included a six-month automatic extension through December 31, 2011, for the provision of TBS to County's clients.

Approval of Novation Contract #74-043-18 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2012.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, children who participate in the EPSDT Supplemental Specialty Mental Health program will experience reduced levels of service as the County solicits and engages an alternate contractor to provide mandated TBS services.

**CHILDREN'S IMPACT STATEMENT:**

This TBS program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Novation Contract #24-778-20 with FamiliesFirst, Inc.**

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-778-20 with FamiliesFirst, Inc., a non-profit corporation, in an amount not to exceed \$540,493, to provide day treatment and mental health services for Seriously Emotionally Disturbed (SED) children, for the period from July 1, 2011 through June 30, 2012. This Contract includes a six-month automatic extension through December 31, 2012, in an amount not to exceed \$270,247.

**FISCAL IMPACT:**

This Contract is funded 12% by Federal FFP Med-Cal, 12% by State Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) and 76% by Mt. Diablo Unified School District. (No rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing intensive day treatment, mental health services, medication support, and case management services for SED children at Mt. Diablo High School to reduce the need for out-of-home placements.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of

**Contact: Cynthia Belon, 957-5201**

Supervisors

By: , Deputy

**cc:** A Down, D Gary



**BACKGROUND: (CONT'D)**

On December 14, 2010, the Board of Supervisors approved Novation Contract #24-778-19 with FamiliesFirst, Inc., for the period from July 1, 2010 through June 30, 2011, which included a six-month automatic extension through December 31, 2011, for the provision of day treatment and mental health services for SED children.

Approval of Novation Contract #24-778-20 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2012.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, SED children at Mt. Diablo High School will not receive needed day treatment, mental health services, medication support, and case management services, and as a result, may require out-of-home placement.

**CHILDREN'S IMPACT STATEMENT:**

This EPSDT program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Amendment #26-616-3 with Infoimage of California, Inc.**

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or designee, to execute, on behalf of the County, Contract Amendment Agreement #26-616-3 with Infoimage of California, Inc., a corporation, effective January 1, 2012, to amend Contract #26-616-2, to increase the payment limit by \$8,500, from \$650,000 to a new payment limit of \$658,500, with no change in the original term of January 1, 2011 through December 31, 2013.

**FISCAL IMPACT:**

This Contract is funded 100% by Enterprise Fund I. No rate increase.

**BACKGROUND:**

On January 25, 2011, the Board of Supervisors approved Contract #26-616-2 with Infoimage of California, Inc., for the period from January 1, 2011 through December 31, 2013, for the provision professional patient billing services including printing and mailing patient statements, letters for medical and mental health services, including validating returned addresses, redirect billings and return address corrections.

Approval of Contract Amendment Agreement #26-616-3 will allow the Contractor to provide additional patient billing services, through December 31, 2013.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: Anna Roth, 370-5100**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Tasha Scott, Demetria Gary

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, County will not be able to handle patient billing services. This Contractor covers all patient billing services for Health Services.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Novation Contract #24-773-16 with Milhous Children's Services, Inc.**

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-773-16 with Milhous Children's Services, Inc., a non-profit corporation, in an amount not to exceed \$400,000, to provide a day treatment program and mental health services, for the period from July 1, 2011 through June 30, 2012. This Contract includes a six-month automatic extension through December 31, 2012, in an amount not to exceed \$200,000.

**FISCAL IMPACT:**

This Contract is funded 50% by Federal Medi-Cal (FFP) and 50% by State Early and Periodic Screening, Diagnosis, and Treatment (EPSDT). (No rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing mental health day treatment for wards of the court to reduce the need for hospitalization.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES

NOES

ABSENT

ABSTAIN

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County

RECUSE 

**Contact: Cynthia Belon, 957-5201**

Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** A Down, D Gary

**BACKGROUND: (CONT'D)**

On December 14, 2010, the Board of Supervisors approved Novation Contract #24-773-15 with Milhous Children's Services, Inc. for the period from July 1, 2010 through June 30, 2011, which included a six-month automatic extension through December 31, 2011, for the provision of a day treatment program and mental health services for Seriously Emotionally Disturbed (SED) adolescents and latency-age children at Milhous Treatment Ranch.

Approval of Novation Contract #24-773-16 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2012.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, there will be fewer residential facilities to provide services required under the Federal Individuals with Disabilities Act (IDEA) while the County solicits and engages an alternate contractor.

**CHILDREN'S IMPACT STATEMENT:**

This EPSDT program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

**To: Board of Supervisors**

**From: Sharon L. Anderson, County Counsel**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES**

**RECOMMENDATION(S):**

APPROVE AND AUTHORIZE the County Counsel, or designee, to execute, on behalf of County, a contract with Baker & O'Brien, Inc., effective January 1, 2012, in an amount not to exceed \$1,850,000 to provide refining industry analyses in connection with refinery property tax appeals.

**FISCAL IMPACT:**

The cost of this contract is paid through property tax administration fees, approximately half of which come from the general fund.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES

NOES

ABSENT

ABSTAIN

RECUSE

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

**Contact: Rebecca J. Hooley, Deputy County Counsel, 335-1854**

By: , Deputy

**cc:** David Twa, County Administrator, Robert Campbell, Auditor-Controller, Gus Kramer, Assessor, Baker & O'Brien, via County Counsel



**BACKGROUND:**

Baker and O'Brien, Inc. is a consultant for refinery industry analyses, and has been providing the County with specialized consulting services with respect to the refining industry and refineries in defending actual and anticipated assessment appeals, which challenge the valuations of the taxable property of refineries in Contra Costa County. These annual appeals typically place several billion dollars of valuation in issue. Assistance is required because valuations of refineries are highly technical, requiring specialized knowledge that only industry experts have. Baker & O'Brien staff is presently assisting the County in an ongoing property tax appeal hearing in front of the Assessment Appeals Board. The Assessor concurs with and supports this recommendation.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the contract is not approved, there is a greatly increased possibility of very significant but presently unquantifiable impacts due to adverse decisions by the Assessment Appeals Board on large refinery valuation disputes.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Contract #26-294-29 with Staff Care, Inc.**

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-294-29 with Staff Care, Inc., a corporation, in an amount not to exceed \$1,300,000, to provide temporary physician services for Contra Costa Regional Medical Center and Contra Costa Health Centers, for the period from January 1, 2012 through December 31, 2012.

**FISCAL IMPACT:**

This Contract is funded 100% by Enterprise Fund I included in the Health Services Departments Budget. As appropriate, patients and/or third-party payors will be billed for services. (No rate increase)

**BACKGROUND:**

For many years, the County has contracted with registries to provide temporary qualified personnel to assist the Department during peak workloads, temporary absences and emergency situations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Tasha Scott, Demetria Gary

**BACKGROUND: (CONT'D)**

On January 11, 2011, the Board of Supervisors approved Contract #26-294-24 (as amended by Amendment Agreements #26-294-25 through #26-294-28) with Staff Care, Inc., for the period from January 1, 2011 through December 31, 2011, to provide locum tenens physicians to cover during vacation, sick leave, and extended leave relief for County-employed physicians at Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval of Contract #26-294-29 will allow the Contractor to continue providing temporary physician services, through December 31, 2012, including a modification to County's General Conditional Paragraph 18. (Indemnification) related to locum tenens physicians not being indemnified by Contractor.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Contra Costa Regional Medical Centers would not have appropriate physician coverage during temporary staff absences, therefore, patients would go untreated.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Amendment #22-871-10 with Decade Software Company, LLC**

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #22-871-10 with Decade Software Company, LLC, a limited liability company, effective January 1, 2012, to amend Contract #22-871 (as amended by Contract Amendment/Extension Agreements #22-871-1 through #22-871-9) to increase the payment limit by \$14,250, from \$492,620 to a new payment limit of \$506,870, with no change in the original term of from July 1, 2003 through April 30, 2012.

**FISCAL IMPACT:**

This Amendment is funded 100% by Environmental Health program fees. (No rate increase)

**BACKGROUND:**

On June 3, 2003 the Board of Supervisors approved Contract #22-871 (as amended by Contract Amendment/Extension Agreements #22-871-1 through #22-871-9) with Decade Software Company, LLC, for the period from July 1, 2003 through April 30, 2012, for the provision of a personal computer-based data management system, including Envision for Windows, Press-Agent, and other required software.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: Randy Sawyer, 335-3210**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy



**BACKGROUND: (CONT'D)**

Approval of Contract Amendment Agreement #22-871-10 will allow the Contractor to provide additional services, through April 30, 2012.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this amendment is not approved, County will not have access to Contractor's data management services, so Environmental Health inspectors will not be able to report inspection results, the Department will not be able to invoice facilities for their fees, and County residents will not have access to public inspection reports.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Contract #23-511 with Nuance Communications, Inc**

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-511 with Nuance Communications, Inc., a corporation, in an amount not to exceed \$85,070, to provide consultation and technical assistance with regard to implementation of the new Radiology dictation system for the EPIC Project, for the period from January 10, 2012 through December 31, 2012.

**FISCAL IMPACT:**

This Contract is funded 100% by Medicare & Medicaid Electronic Health Records Incentive Program of the American Recovery & Reimbursement Act (ARRA) and the Delivery System Reform and Incentive Program (DSRIP) funding.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the Department will not meet the deadline scheduled in June of 2012 to maximum the advantage of the technologies available through the Epic Project.

**CHILDREN'S IMPACT STATEMENT:**

NOT APPLICABLE

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

**Contact: David Runt 313-6222**

January 24, 2012

Contra Costa County Board of Supervisors

1202



By: , Deputy

cc: J Pigg, D Gary

**BACKGROUND:**

Under Contract #23-511, Contractor will provide professional consultation and technical assistance to the Department's Information Systems Director with regard to implementation of the PowerScribe 360 Medical Transcriber Radiology dictation system, for the EPIC project, including, but not limited to project management, implementation, integration training, and network support, through December 31, 2012. This contract includes modifications to County Standard General Conditions language. This board order is to inform the Board of Supervisors that this service Contract #23-511 requires the Board's approval because of a deviation for the Standard County Indemnification Clause and the General Conditions.

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Amendment #26-528-6 with Acusis, LLC**

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #26-528-6 with Acusis, LLC, a corporation, effective January 1, 2012, to amend Contract #26-528-4 (as amended by Assignment Agreement #26-528-5), to increase the payment limit by \$3,960, from \$1,930,000 to a new payment limit of \$1,933,960, with no change in the original term of the agreement of March 1, 2011 through September 30, 2012.

**FISCAL IMPACT:**

This amendment is funded 100% by Enterprise Fund I. The change in the rate is due to an additional level of services required at Contra Costa Regional Medical Center and Contra Costa Health Centers.

**BACKGROUND:**

On April 12, 2011, the Board of Supervisors approved Contract #26-528-4 (as amended by Assignment Agreement #26-528-5) with SPI America, LLC, (now known as Acusis, LLC) for the period from March 1, 2011 through September 30, 2012, for the provision of medical and dictation transcription services for patients at Contra Costa Regional Medical Center and Contra Costa Health Centers.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

**Contact: Anna Roth, 370-5101**

By: , Deputy

**cc:** Jacqueline Pigg, Demetria Gary

**BACKGROUND: (CONT'D)**

Approval of Contract Amendment Agreement #26-528-6 will allow Acusis, LLC to provide an additional level of services to include integration with the EPIC system at Contra Cost Regional Medical Center and Health Centers through September 30, 2012.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the Department will not be able to implement the systems integration at Contra Costa Regional Medical Center and Health Centers with this vendor for the EPIC project.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Novation Contract #74-387-3 with Seneca Family of Agencies**

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-387-3 with Seneca Family of Agencies, a non-profit corporation, in an amount not to exceed \$456,603, to provide school-based mental health services to Seriously Emotionally Disturbed (SED) students, for the period from July 1, 2011 through June 30, 2012. This Contract includes a six-month automatic extension through December 31, 2012, in an amount not to exceed \$228,032.

**FISCAL IMPACT:**

This Contract is funded 31% by Federal FFP Medi-Cal, 31% by State Early and Periodic Screening, Diagnosis and Treatment (EPSDT) and 38% by West Contra Costa Unified School District. (No rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing school-based mental health services, including assessments; individual, group and family therapy; medication support; case management; outreach; and crisis intervention services for SED school-aged children and their families.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

**Contact: Cynthia Belon, 957-5201**

January 24, 2012

Contra Costa County Board of Supervisors

1208

By: , Deputy

**cc:** A Down, D Gary

**BACKGROUND: (CONT'D)**

On February 8, 2011, the Board of Supervisors approved Contract #74-387-2 with Seneca Residential and Day Treatment Center for Children (now known as Seneca Family of Agencies), for the period from January 1, 2011 through June 30, 2011, with an automatic extension through December 31, 2011, for the provision of school-based mental health services to Seriously Emotionally Disturbed students at Kennedy High School in Richmond.

Approval of Novation Contract #74-387-3 will replace the automatic extension under the prior contract and allows the Contractor to provide additional services at Pinole Middle School and Tara Hills Elementary School and to continue to provide services at Kennedy High School, through June 30, 2012.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, there will be fewer school-based services in West Contra Costa County as the County solicits and engages an alternate contractor. This delay could result in higher levels of care for SED students.

**CHILDREN'S IMPACT STATEMENT:**

This school-based program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**To: Board of Supervisors**

**From:**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Redevelopment Agency Special Accounting Services**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Macias, Gini & O'Connell, increasing the payment limit by \$27,600 for a new total payment limit of \$176,000, to provide continuing special accounting services for the Redevelopment Agency without change to the contract termination date.

**FISCAL IMPACT:**

Up to \$27,600. 100% Redevelopment Agency funds; Budgeted.

**BACKGROUND:**

The Agency has an ongoing need of technical accounting assistance to maintain current and accurate records for financial transactions involving Agency revenues, including property tax increment, bond proceeds and other dedicated revenue. Additional services are required, specifically, assisting the Agency with the dissolution of the Agency and implementation of the Enforceable Obligations Payments Schedule and new Redevelopment Agency accounting requirements. Approval of this contract will enable the Agency to continue to ensure the accuracy of the complex accounting procedures necessary for these and other financial transactions and to comply with state reporting requirements.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: Maureen Toms, 925-335-7230**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc:

**CONSEQUENCE OF NEGATIVE ACTION:**

The Redevelopment Agency would not be able to access special accounting services necessary to maintain records and meet accounting requirements required by statute.

**CHILDREN'S IMPACT STATEMENT:**

None.

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Contract #23-513 with Optuminsight, Inc.**

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or designee, to execute, on behalf of the County, Contract #23-513 with Optuminsight, Inc., a corporation, in an amount not to exceed \$250,000, to provide professional consultation and technical assistance to Department's Information Systems Director with regard to the EPIC Project, for the period from January 17, 2012 through December 31, 2012.

**FISCAL IMPACT:**

This Contract is funded 100% by Medicare & Medicaid Electronic Health Records Incentive Program of the American Recovery & Reimbursement Act (ARRA) and the Delivery System Reform and Incentive Poop (DSRIP) funding.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the Department will not meet the deadline scheduled in June of 2012 to maximum the advantage of the technologies available through the Epic Project.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES  NOES

ABSENT  ABSTAIN

RECUSE

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

**Contact: David Runt 313-6222**

January 24, 2012

Contra Costa County Board of Supervisors

1214

By: , Deputy

cc: JPigg, D Gary, Tasha Scott

**BACKGROUND:**

Under Contract #23-513, Contractor will provide professional consultation and technical assistance to the Department's Information Systems Director with regard to the EPIC project, including, but not limited to project management, implementation, integration training, information security and network management support, through December 31, 2012. This contract includes modifications to County Standard General Conditions language. This board order is to inform the Board of Supervisors that this service Contract #23-513 requires the Board's approval because of a deviation for the Standard County Indemnification Clause and the General Conditions.

**To: Board of Supervisors**

**From: William Walker, M.D., Health Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Contract #23-508 with Capsuletech, SA**

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-508 with Capsuletech, SA, a corporation, in an amount not to exceed \$26,500, to provide consultation, training, technical assistance and support services to the Departments Information Systems Director regards to the EPIC Project for Contra Costa Regional Medical Center, for the period from December 2, 2012 through December 31, 2012.

**FISCAL IMPACT:**

This Contract is funded 100% by Medicare & Medicaid Electronic Health Records Incentive Program of the American Recovery & Reimbursement Act (ARRA) and the Delivery System Reform and Incentive Poop (DSRIP) funding.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: David Runt 313-6222**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc: J Pigg, D Gary

**BACKGROUND:**

Under Contract #23-508, Contractor will provide professional consultation and technical assistance to the Department's Information Systems Director with regard to project management, implementation, integration training, and network support, through December 31, 2012. This contract includes modifications to County Standard General Conditions language. This board order is to inform the Board of Supervisors that this service Contract #23-508 requires the Board's approval because of a deviation for the Standard County Indemnification Clause and the General Conditions.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, the Department will not meet the deadline scheduled in June of 2012 to maximum the advantage of the technologies available through the Epic Project.

**CHILDREN'S IMPACT STATEMENT:**

NOT APPLICABLE



**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: HVAC Repairs Marken**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Marken Mechanical, in an amount not to exceed \$900,000, to provide HVAC Emergency Repairs, for the period December 1, 2011 through November 30, 2014.

**FISCAL IMPACT:**

This cost is to be funded through Facilities Fiscal Year 2011/12, Fiscal Year 2012/13 and Fiscal Year 2013/14 maintenance budgets.

**BACKGROUND:**

Facilities Maintenance is responsible for HVAC maintenance and repair for all County buildings. Maintenance is conducted by Facilities Management, but emergency and after-hour repairs are sent to outside vendors. Originally bid on Bidsync 1109-011, Marken Mechanical and Matrix HG are the awarded vendors for this work. We are requesting this contract be approved for a period covering the next three years.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: Stan Burton, 925-313-7077**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** GSD Admin , GSD Fiscal Officer, GSD Accounting, CAO, GSD Purchasing, GSD Purchasing, Auditor  
Controller

**CONSEQUENCE OF NEGATIVE ACTION:**

If this agreement is not approved, HVAC emergency repairs will not be performed.

**CHILDREN'S IMPACT STATEMENT:**

None

**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: HVAC Repairs Matrix**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Matrix HG, in an amount not to exceed \$700,000 to provide HVAC Emergency Repairs, for the period December 1, 2011 through November 30, 2014.

**FISCAL IMPACT:**

This cost is to be funded through Facilities Fiscal Year 2011/12, Fiscal Year 2012/13 and Fiscal Year 2013/14 maintenance budgets.

**BACKGROUND:**

Facilities Maintenance is responsible for HVAC maintenance and repair for all County buildings. Maintenance is conducted by Facilities Management, but emergency and after hours repairs are sent to outside vendors. Originally bid on Bidsync 1109-011, Marken Mechanical and Matrix HG are the awarded vendors for this work. We are requesting this contract be approved for a period covering the next three years.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this agreement is not approved, HVAC emergency repairs will not be performed.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** GSD Admin , GSD Fiscal Officer, GSD Accounting, CAO, GSD Purchasing, GSD Purchasing, Auditor  
Controller, GSD Materials Management

**CHILDREN'S IMPACT STATEMENT:**

No impact.

**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Award of Construction Contract for the Iron Horse Corridor Landscaping at Walden Green,  
Phase 2**

**RECOMMENDATION(S):**

1. APPROVE the plans, specifications, and design for the subject project.
2. AWARD a contract in the amount of \$536,019 (Base Bid and Additive Alternates #1 through 5) to Clearly Bros. Landscape, Inc. ("Clearly Bros."), the lowest responsive and responsible bidder for the subject project; and DIRECT the Director of Public Works, or designee, to prepare the contract.
3. DETERMINE that Clearly Bros. has documented an adequate good faith effort to comply with the specifications and the requirements of the County's Outreach Program in connection with the above contract and WAIVE any irregularities in such compliance.
4. DIRECT that Clearly Bros. shall submit two good and sufficient surety bonds (performance and payment bonds), each in the amount of \$536,019.
5. ORDER that, after Clearly Bros. has signed the contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Director of Public Works has reviewed and found them to be sufficient, the Director of Public Works, or designee, is authorized to sign the contract for this Board.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of

**Contact: Rob Lim, (925) 313-7200**

Supervisors

By: , Deputy

**cc:**



## **RECOMMENDATION(S): (CONT'D)**

6. AUTHORIZE the Director of Public Works, or designee, to exonerate any bid bonds posted by the bidders after execution of the above contract.
7. AUTHORIZE the Director of Public Works, or designee, to sign any escrow agreement prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for monies withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.
8. AUTHORIZE the Director of Public Works, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.
9. DELEGATE, pursuant to Public Contract Code Section 4114, the Board's function under Public Contract Code Sections 4107 and 4110, with regards to subletting and subcontracting, to the Director of Public Works, or designee.
10. DELEGATE, pursuant to Labor Code Section 6705, to the Director of Public Works or to any registered civil or structural engineer employed by the County the authority to accept detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection during trench excavation covered by that section.
11. DECLARE that, should the award of a contract to Clearly Bros. be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject all of the bids received. Nothing herein shall prevent the Board from re-awarding a contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance in accordance with Public Contract Code Sections 5100-5107.

## **FISCAL IMPACT:**

No General Funds are involved. Funding is provided by the Redevelopment Agency and County Park Dedication Fees.

## **BACKGROUND:**

The adoption of the Contra Costa Centre Area Specific Plan by the Board of Supervisors in October 1998 provided for the conversion of the Iron Horse Corridor (the former Southern Pacific right-of-way) to a linear green between Treat Boulevard and Mayhew Road to the north. Portions of this corridor are also reserved for a future fixed guideway (transit) use, but may be landscaped in the interim. The Iron Horse Trail is located within the corridor.

In 2005, construction was completed on the first phase of the linear greenway ("Walden Green Phase I"), between Treat Boulevard and Coggins Drive. The Walden Green Phase II Project extends the linear greenway from Coggins Drive to Mayhew Way, a length of approximately 1/4 mile. As with the Walden Green Phase I Project, Phase II has been designed in conjunction with a community advisory committee that was authorized by the Board of Supervisors on March 23, 2010. The design is consistent with the design guidelines and requirements of the County's Iron Horse Corridor Management Program, the licenses and easements for utilities within the corridor, and the County contract with the State of California to preserve the corridor for future transit use. The Phase II project involves landscape and trail improvements, including the use of native and drought resistant plants.

Plans and specifications for the Phase II project have been prepared for the General Services Department by Philip Singer, Landscape Architect and filed with the Clerk of the Board by the General Services Deputy Director.

Six bids were received and opened by the General Services Department on September 15, 2011, and the bid results are as follows:

Bidder	Base Bid	Add Alt. #1	Add Alt. #2	Add Alt. #3	Add Alt. #4	Add Alt. #5	<b>Total (Base Bid + All Alts.)</b>
Clearly Bros. Landscape, San Ramon	\$437,719	\$5,775	\$11,250	\$10,740	\$32,629	\$37,906	<b>\$536,019</b>
Robert A. Bothman, Inc., San Jose	\$498,935	\$1,670	\$3,000	\$3,200	\$25,000	\$44,850	<b>\$576,655</b>
Clean Cut Landscape, Clovis	\$537,603	\$1,100	\$1,000	\$1,000	\$46,817	\$33,083	<b>\$620,603</b>

Green Valley Landscape, Livermore	\$526,600	\$2,100	\$2,800	\$3,100	\$28,000	\$70,000	<b>\$632,600</b>
Elite Landscape, Inc., Clovis	\$591,120	\$7,040	\$1,500	\$950	\$39,950	\$21,500	<b>\$662,060</b>
Suarez & Munoz, Hayward	\$569,000	\$2,600	\$5,800	\$10,200	\$38,400	\$55,900	<b>\$681,900</b>

All Base Bids were below the architect's Base Bid estimate of \$675,000. Clearly Bros. submitted the lowest responsive and responsible bid, which, including all of the alternates, is \$40,636 lower than the bid submitted by the next lowest bidder (Robert A. Bothman, Inc.). Staff recommends that the contract, including the Base Bid work plus Additive Alternates #1 through 5, be awarded to Clearly Bros. for a total award amount of \$536,019.

Clearly Bros. has submitted its documentation of good faith efforts to comply with the specifications and requirements of the County's Outreach Program. Staff has reviewed the documentation and has determined that Clearly Bros. documented an adequate good faith effort to comply with the requirements of the Outreach Program, and staff recommends that the Board so determine and waive any irregularities relating to the Outreach documentation.

The general prevailing wage rates, which shall be the minimum rates paid on this project, are on file with the Clerk of the Board, and copies are available to any party upon request.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without Walden Green Phase II, the linear greenway portion of the Contra Costa Centre Area Specific Plan adopted by the Board will remain incomplete.

**CHILDREN'S IMPACT STATEMENT:**

None.

**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director/Chief Engineer**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: ACCEPT Grant of Easement from William A. Hughes, TRE and make related findings under CEQA, Walnut Creek area. Project No.: WL83PV/FS1100122**

**RECOMMENDATION(S):**

ACCEPT the Grant of Easement, dated January 4, 2012, for ingress and egress purposes from William A. Hughes, TRE across a portion of Assessor's Parcel Number 173-090-003, located on Westcliffe Lane in Walnut Creek.

FIND that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061(b)(3) of the CEQA Guidelines [DCD-CP#11-69]. This activity has been found to conform to the General Plan of the City of Walnut Creek.

DIRECT the Real Property Division to have the above referenced Grant of Easement recorded in the office of the County Recorder for the purpose of completing real property transactions in compliance with the California Environmental Quality Act (CEQA), and

DIRECT the Director of the Department of Conservation and Development (DCD) to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Chief Engineer to arrange for payment of a \$25.00 fee to DCD for processing of the Notice of Exemption, and a \$50 handling fee to the County Clerk for filing the Notice of Exemption.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES

NOES

ABSENT

ABSTAIN

RECUSE

**Contact: Carmen Piña-Sandoval, (925) 313-2012**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:** Real Property Division, Sheila Minor

**FISCAL IMPACT:**

There is no impact to the County General Fund. Costs paid by applicant.

**BACKGROUND:**

The owner of 2302 Westcliffe Lane has submitted an application to the City of Walnut Creek to vacate a portion of a City-owned easement located between 2302 Westcliffe Lane and the Walnut Creek Intermediate School. The easement serves as an access easement to the Walnut Creek channel and 2290 Westcliffe Lane.

The City will vacate the entire width of the easterly extension of Westcliffe Lane, reserving a 25-foot Public Utility Easement along the southern edge of 2302 Westcliffe Lane and identified as APN 173-090-003.

In order for the District to maintain legal access to the Walnut Creek channel, the underlying property owner of 2303 Westcliffe Lane is offering the District this 25-foot wide access easement along the southern edge of the property.

**CONSEQUENCE OF NEGATIVE ACTION:**

The District will not have sufficient land rights for access to the Walnut Creek channel.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable

Recorded at the request of:  
Contra Costa County

Return to:  
Contra Costa County  
Public Works Department  
Real Property Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: C. Piña-Sandoval

Portion of Assessor's Parcel No. 173-090-003

## GRANT OF EASEMENT

**THIS INDENTURE**, made by and between WILLIAM A. HUGHES, TRUSTEE, WILLIAM A. HUGHES REVOCABLE TRUST AGREEMENT, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district existing under the laws of the State of California, hereinafter called the GRANTEE,

### WITNESSETH:

That the GRANTOR, for good and valuable consideration, hereby grants to the GRANTEE, and its successors and assigns, a perpetual easement and right of way for ingress and egress purposes (not to be exclusive) over and across that certain real property in the County of Contra Costa, State of California, described as follows:

**FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**


The easement herein granted shall include the right by said GRANTEE, its officers, agents and employees, and by persons under contract with it and their employees whenever and wherever necessary for ingress and egress purposes, to enter upon said land with personnel, vehicles and equipment, to remove all trees, vegetation and structures thereon that interfere with the purpose for which the easement herein is granted.

It is understood that GRANTEE is not responsible for repairing or replacing any of GRANTOR's improvements within the area described in Exhibit "A" herein.

**TO HAVE AND TO HOLD**, all and singular, the rights above described unto the GRANTEE and the GRANTEE's successors and assigns forever.

**IN WITNESS WHEREOF**, the GRANTOR has executed this indenture this 4<sup>th</sup> day of January 2012, 2011.

GRANTOR

  
William A. Hughes, TRE

**ABOVE SIGNATURES MUST BE NOTARIZED**

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On January 4, 2012, before me, Angela Bell,  
Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared William A. Hughes, who proved to me  
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angela Bell (Seal)  
Deputy Clerk



G:\RealProp\FORMS\AK.01 Clerk of the Board Acknowledgment (used as an attachment).doc  
08/20/09



**EXHIBIT "A"**  
**CCCFC&WCD PARCEL 5130-INGRESS/EGRESS EASEMENT:**  
**PORTION OF WESTCLIFFE LANE ADJACENT TO APN 173-090-003**

All that property situate in the City of Walnut Creek, County of Contra Costa, State of California described as follows:

Being a portion of that road described as:

"All those certain roads as they are so delineated upon that certain Map entitled, **Map No. 1 Walnut Park, lands of Walnut Creek Development Company** filed June 20, 1910, in Vol. 3 of Maps, Page 56, Records of Contra Costa County, California, described as follows:

All that certain road located along the westerly line of Lots 1, 2, 3, 4 and 4A"

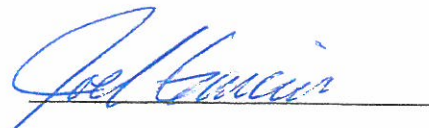
in "**In Matter of Acceptance of Certain Roads in Supervisor District #3, as Public Roads**", recorded December 20, 1935 in Book 399 at Page 498, Contra Costa County Official Records, commonly known as Westcliffe Lane, 53.00 feet wide, as said road presently exists, more particularly described as follows:

**COMMENCING** at the southwest corner of Lot 1, as said Lot 1 is shown and so designated on the Official Map of "Walnut Park (Map No. 1), Lands of the Walnut Creek Development Company", recorded June 20, 1910 in Book 3 of Maps at Page 56, Contra Costa County Records. Said point also being a point on the easterly right of way of the Southern Pacific Railroad as said right of way is shown on said map (3 M 56); thence, along the southeasterly line of said Lot 1, North 77°23'13" East, 61.59 feet (the bearing of North 77°23'13" East being used for the purposes of making this description), to the **POINT of BEGINNING**; thence, leaving said southeasterly line, North 18°00'16" East, 29.05 feet; thence, parallel to and twenty five (25) feet measured at right angles from said southeasterly line, North 77°23'13" East, 199.86 feet to the easterly line of that certain parcel of land granted to William A. Hughes, Trustee, William A. Hughes Revocable Trust Agreement, recorded July 16, 2009 as Document No. 2009-0168226, Contra Costa County Records, thence, along said easterly line, South 18°00'16" West, 29.05 feet to a point on said southeasterly line of Lot 1; thence, along said southeasterly line, South 77°23'13" West, 199.86 feet to the **POINT of BEGINNING**.

**Containing a total of 4,997 square feet or 0.11 acres, more or less.**

Exhibit 'B' attached and by this reference made a part hereof.

This real property description has been prepared at Mark Thomas & Company, Inc., by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Joel Garcia, LS 5285

Expires 12-31-2013

Dated December 14, 2011



V:\Hughes-CC-10106-Westcliffe Lane, Survey\192215-INGRESS\_EGRESS EASEMENT-WESTCLIFFE\_R2.DOC



SCALE: 1"=30'

WESTCLIFFE LANE

APN 173-090-003  
LANDS OF HUGHES  
REVOCABLE TRUST  
D.N. 2009-0168226  
PORTION LOT 1 (3 M 56)

N 18°00'16" E  
D.N. 98-0232198

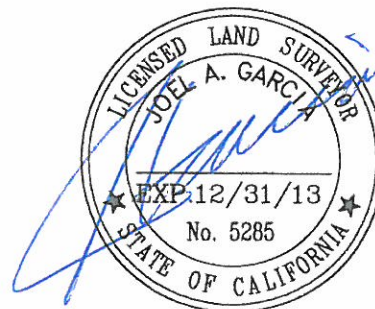
WESTCLIFFE LANE- R/W VACATION

EASEMENT AREA= 4,997 S.F.  
PARCEL 5130

LANDS OF CCCFC&WCD  
PARCEL 318  
5826 OR 63

INGRESS/EGRESS EASEMENT  
5842 OR 395

LANDS OF WALNUT CREEK  
SCHOOL DISTRICT  
6355 OR 705



POC = POINT OF COMMENCEMENT  
POB = POINT OF BEGINNING  
S.F. = SQUARE FEET

CCCFC&WCD DRAWING NO. FA-20,047



Mark  
Thomas &  
Company,  
Inc.

PARCEL 5130 INGRESS/EGRESS EASEMENT  
PORTION OF WESTCLIFFE LANE  
ADJACENT TO APN 173-090-003

Contra Costa Co.  
California

Scale: 1"=30'  
Date 12/08/11  
Drawn By —  
CheckedBy JG

**EXHIBIT "B"**  
Plat to Accompany Legal Description

**12/08/2011**  
Sht. 1 of 1

V:\Hughes-CC-10106-Westcliffe Lane\CADD\Survey\INGRESS\_EGRESS ESMNT\_R2.dwg, 12/20/2011 12:54:46 PM, (twidled)VP LaserJet 6150 Duplex

V:\Hughes-CC-10106-Westcliffe Lane\CADD\Survey\INGRESS\_EGRESS ESMNT\_R2.dwg

**To: Board of Supervisors**

**From: Joe Valentine, Employment & Human Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Dietetic Internship Program**

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial agreement with San Diego State University Research Foundation Women, Infant, Children (WIC) Program for the San Diego WIC Dietetic Internship Program, including modified indemnification language, for the period of March 1, 2012 through June 30, 2015.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Employment and Human Services, Community Services Bureau, request authorization to execute a non-financial agreement to host an intern from the San Diego State University Research Foundation, San Diego Women, Infant, Children (WIC) Dietetic Internship Program through the Head Start Program. While the Food Service Administration activities are primarily those for hospitals, school districts and long-term care facilities, they are similar and appropriate to Head Start programs. The Head Start food service operation will provide the intern with facilities to experience program administration, quality, and food production.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: Joe Valentine, 313-1579**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc:

**CONSEQUENCE OF NEGATIVE ACTION:**

Without authorization to enter into the non-financial agreement with San Diego State University Research Foundation WIC Program, the dietetic internship would not proceed.

**CHILDREN'S IMPACT STATEMENT:**

None

**To:** Board of Supervisors

**From:** Stephen L. Weir, Clerk-Recorder

**Date:** January 24, 2012



**Contra  
Costa  
County**

**Subject: Refund Overpayment of Documentary Transfer Tax**

---

**RECOMMENDATION(S):**

APPROVE the refund of overpayment of documentary transfer tax totaling \$639 and AUTHORIZE the County Auditor-Controller to issue warrants to the parties listed below in the amounts specified.

**FISCAL IMPACT:**

This is a refund of overcollected funds. Both the overpayment and reimbursement of documentary transfer tax are from the fiscal year 2011/2012 general fund.

**BACKGROUND:**

The County Clerk-Recorder received payments for documentary transfer tax in excess of the amounts due. The following parties overpaid documentary transfer tax in the amounts listed below.

LSI Title Company 3220 El Camino Real

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: Mary Whatford, 925-335-7917**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc:

**BACKGROUND: (CONT'D)**

Irvine, CA 92602 Order #110243620 Series #2011-0160618 \$386.10

Fidelity National Title Company 4683 Chabot Dr. #200 Pleasanton, CA 94588 Escrow #11-262990-TEC Series #2011-0167127 \$60.50

Cornerstone Title Company 5990 Stoneridge Drive, Suite 119 Pleasanton, CA 94588 Escrow # PL-2694 (LH) Series #2011-0186320 \$180.40

Old Republic Title Company 1000 Burnett Ave. Ste. 400 Concord, CA 94520 Escrow # 0147008656 Series #2011-0199733 \$11.55

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to reimburse the parties would cause them to pay more than legally required for documentary transfer tax.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable.

**To: Board of Supervisors**

**From: Julia R. Bueren, Public Works Director/Chief Engineer**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: APPROVE the Conveyance of Real Property to the City of Martinez, identified as APN 373-265-001, located at 610 Court St, Martinez area**

**RECOMMENDATION(S):**

APPROVE the conveyance of real property to the City of Martinez, in accordance with the Purchase and Sale Agreement, pursuant to Government Code Section 25365. Project No.: 4500-6X5801

FIND that this activity will not have a significant effect on the environment, and that it has been determined to be exempt from the California Environmental Quality Act (CEQA) under State CEQA guidelines Article 19, Section 15312. DIRECT the Director of the Department of Conservation and Development (DCD) to file a Notice of Exemption with the County Clerk, and AUTHORIZE the Public Works Director, or designee, to arrange for payment of the \$50 fee to the County Clerk for filing and a \$25 fee to the DCD for processing of the Notice of Exemption.

DECLARE that this Board on December 13, 2011, approved a Notice of Intention fixing January 10, 2012 at 9:30 a.m., or thereafter, in its Chambers, County Administration Building, 651 Pine Street, Martinez, California, as the time and place where it would meet to convey the real property described therein to consummate the conveyance to the City of Martinez. Said Notice was duly published in the Contra Costa Times in compliance with Govt. Code Section 6061. Said Notice of Intention was continued on January 10, 2012 to January 24, 2012.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and

**Contact: Carmen Piña-Sandoval (925) 313-2012**

Chair of the Board of  
Supervisors

By: , Deputy

**cc:** Real Property Division, Sheila Minor



**RECOMMENDATION(S): (CONT'D)**

DETERMINE said property to be surplus and no longer necessary for present or future County purposes.

AUTHORIZE the Chair, Board of Supervisors to execute the Grant Deed and the Purchase and Sale Agreement on behalf of the County in consideration for the payment received in full in the amount of \$378,000.

DIRECT the Real Property Division of the Public Works Department to cause said Grant Deed and a certified copy of this Board Order to be delivered to the grantee for acceptance and recording in the office of the County Recorder.

**FISCAL IMPACT:**

The funds received from the sale of this property will be deposited into the County General Fund.

**BACKGROUND:**

In 1982, Contra Costa County (County) acquired 610 Court Street, Martinez for County offices which had been occupied by the Alternate Defender's Office. In 2008, the Alternate Defender's Office move out of the building which has been vacant since then. The County has determined that this building is no longer needed and the City of Martinez has requested that the surplus property be sold to them.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County would own and be liable for the maintenance of the property which is no longer necessary for County purposes.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

Recorded at the request of:  
Contra Costa County

Return to:  
City of Martinez  
525 Henrietta Street  
Martinez, CA 94553

Assessor's Parcel No. 373-265-001

Title Co. Order No. NCS516944-SC

## GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,

**Grants to** the CITY OF MARTINEZ, a general law city, the following described real property in the City of Martinez, County of Contra Costa, State of California,

**FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

CONTRA COSTA COUNTY

Dated \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Supervisors

STATE OF CALIFORNIA )

COUNTY OF CONTRA COSTA )

On \_\_\_\_\_ before me, \_\_\_\_\_ Clerk of the Board of Supervisors, Contra Costa County, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
Deputy Clerk

G:\realprop\Board Orders\2012\BO 1-24-2012\610 Court St-Carmen\DE.03 Grant Deed (County) 610 Court St.doc

Exhibit "A"

**LEGAL DESCRIPTION**

Real property in the City of Martinez, County of Contra Costa, State of California, described as follows:

**PARCEL ONE:**

PORTION OF BLOCK 329 OF THE ADDITIONAL SURVEY OF THE TOWN OF MARTINEZ, AS PER MAPS THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF BLOCK 329, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF ESCOBAR STREET WITH THE WEST LINE OF COURT STREET; THENCE FROM SAID POINT OF BEGINNING SOUTHERLY ALONG THE WEST LINE OF COURT STREET, 90 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF ESCOBAR STREET, 41 FEET; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID COURT STREET, 90 FEET, MORE OR LESS, TO THE SOUTH LINE OF ESCOBAR STREET; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID ESCOBAR STREET; 41 FEET TO THE POINT OF BEGINNING.

**PARCEL TWO:**

RIGHT OF WAY EMBODIED IN THE DEED TO ANGIE C. BASSI, RECORDED SEPTEMBER 02, 1926, BOOK 48, OFFICIAL RECORDS, PAGE 393, OVER THAT PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF COURT STREET, DISTANT THEREON, 90 FEET SOUTHERLY FROM THE SOUTH LINE OF ESCOBAR STREET; THENCE FROM SAID POINT OF BEGINNING SOUTHERLY ALONG SAID WEST LINE OF COURT STREET, 8 FEET, THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF ESCOBAR STREET, 41 FEET; THENCE NORTHERLY AND PARALLEL WITH SAID WEST LINE OF COURT STREET, 8 FEET; THENCE EASTERLY AND PARALLEL WITH THEY SAID SOUTH LINE OF ESCOBAR STREET, 41 FEET TO THE POINT OF BEGINNING.

APN: 373-265-001

Contra  
Costa  
County

PUBLIC WORKS DEPARTMENT  
INITIAL STUDY OF  
ENVIRONMENTAL SIGNIFICANCE

PROJECT # 4500-6X5801  
CP# 11-99

PROJECT NAME: Sale of Surplus Property at 610 Court Street

PREPARED BY: Hillary Heard *HL*

DATE: November 30, 2011

APPROVED BY: *Tom B. Moore*

DATE: 12-27-11

RECOMMENDATIONS:

☒ Categorical Exemption [Class 12]

☐ Negative Declaration

☐ Environmental Impact Report Required

☐ Mitigated Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The property does not have significant values for wildlife habitat or other environmental purposes (Sec.15312).

What changes to the project would mitigate the identified impacts: N/A

USGS Quad Sheet:  
Vine Hill

Base Map Sheet #:  
F-11

Parcel #:  
373-265-001

GENERAL CONSIDERATIONS:

- 1. Location:** The project is located in the City of Martinez, in Central Contra Costa County (Figures 1 -3)
- 2. Project Description:** The activity consists of the sale of surplus property located at 610 Court Street in the City of Martinez, APN 373-265-001. Contra Costa County (County) acquired the property in 1982 and it has been used by the Alternate Defender's Office. In 2008/2009, the Alternate Defenders Office moved out of the building and it has been vacant since that time.

The property for sale consists of a multi-floor structure, approximately 3,900 square feet (the entire parcel is approximately 7,200 square feet in total). The property is no longer needed by the County; and the City of Martinez intends to purchase it.

- 3. Does it appear that any feature of the project will generate significant public concern?**  
☐ yes ☒ no ☐ maybe (Nature of concern):
- 4. Will the project require approval or permits by other than a County agency?**  
☐ yes ☒ no (Agency Name/s);
- 5. Is the project within the Sphere of Influence of any city?** City of Martinez

CALIFORNIA ENVIRONMENTAL QUALITY ACT

**Notice of Exemption**

CONTRA COSTA COUNTY DEPARTMENT OF CONSERVATION AND DEVELOPMENT  
651 PINE STREET 2ND FLOOR NORTH WING MARTINEZ, CALIFORNIA 94553

**Telephone:** (925) 313-2022

**Contact Person:** Hillary Heard, Planner  
Public Works Dept.

**Project Description, Common Name (if any) and Location:** **Sale of Surplus Property at 610 Court Street, County File: 4500-6X5801 CP# 11-99**

**Project Description:** The activity consists of the sale of surplus property located at 610 Court Street in the City of Martinez, APN 373-265-001. Contra Costa County (County) acquired the property in 1982 and it has been used by the Alternate Defender's Office. In 2008/2009, the Alternate Defenders Office moved out of the building and it has been vacant since that time.

The property for sale consists of a multi-floor structure, approximately 3,900 square feet (the entire parcel is approximately 7,200 square feet in total). The property is no longer needed by the County; and the City of Martinez intends to purchase it.

**Project location:** The project is located in the City of Martinez, in Central Contra Costa County (*Figures 1 -3*)

This project is exempt from **CEQA** as a:

- |   |   |
|---|---|
| <input type="checkbox"/> Ministerial Project (Sec. 15268)         | <input checked="" type="checkbox"/> Categorical Exemption, <i>Class 12</i>              |
| <input type="checkbox"/> Declared Emergency (Sec. 15269(a))       | <input type="checkbox"/> Other Statutory Exemption, Section                             |
| <input type="checkbox"/> Emergency Project (Sec. 15269(b) or (c)) | <input type="checkbox"/> General Rule of Applicability [ <i>Section 15061 (b) (3)</i> ] |

**for the following reason(s):** Sale of surplus government property

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Dept. of Conservation and Development Representative

**AFFIDAVIT OF FILING AND POSTING**

I declare that on \_\_\_\_\_ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

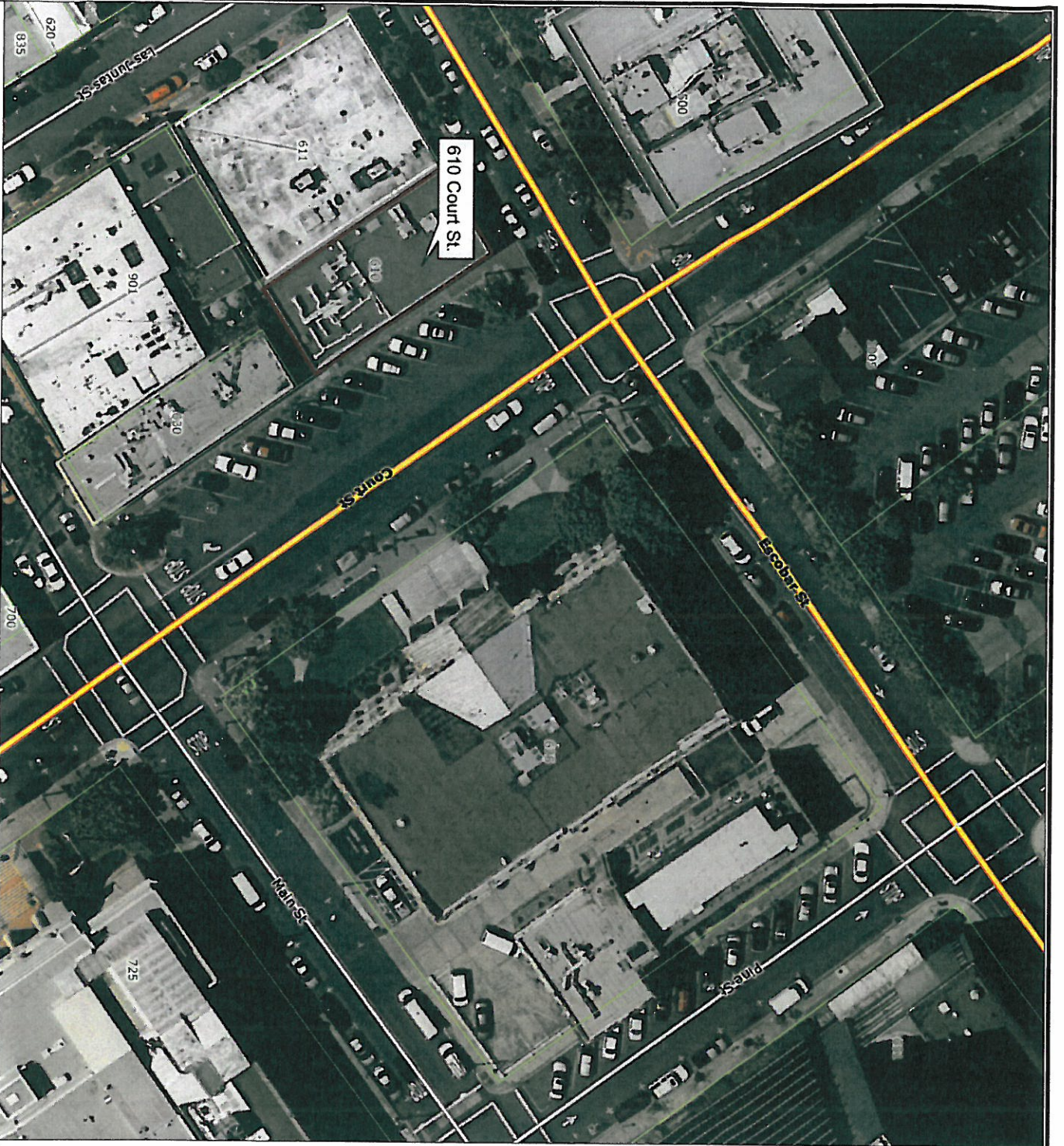
Applicant:	Department of Fish and Game Fees Due	
Public Works Department 255 Glacier Drive Martinez, CA 94553 Attn: Hillary Heard Environmental Section	<input type="checkbox"/> EIR - \$2,839. <sup>25</sup> <input type="checkbox"/> Mitigated Neg. Dec. - \$2,044. <sup>00</sup> <input checked="" type="checkbox"/> County Clerk - \$50 <input checked="" type="checkbox"/> Department of Conservation and Development - \$25	<b>Total Due: \$ 75.00</b> Total Paid \$ _____ Receipt #: _____



Parcel

Orthophoto (4in, April 2008)

1248



Location of 610 Court St. Martinez

Scale 1"=716'

Contra Costa Internet GIS Map  
Printed: Oct 26, 2011 9:39:13 AM



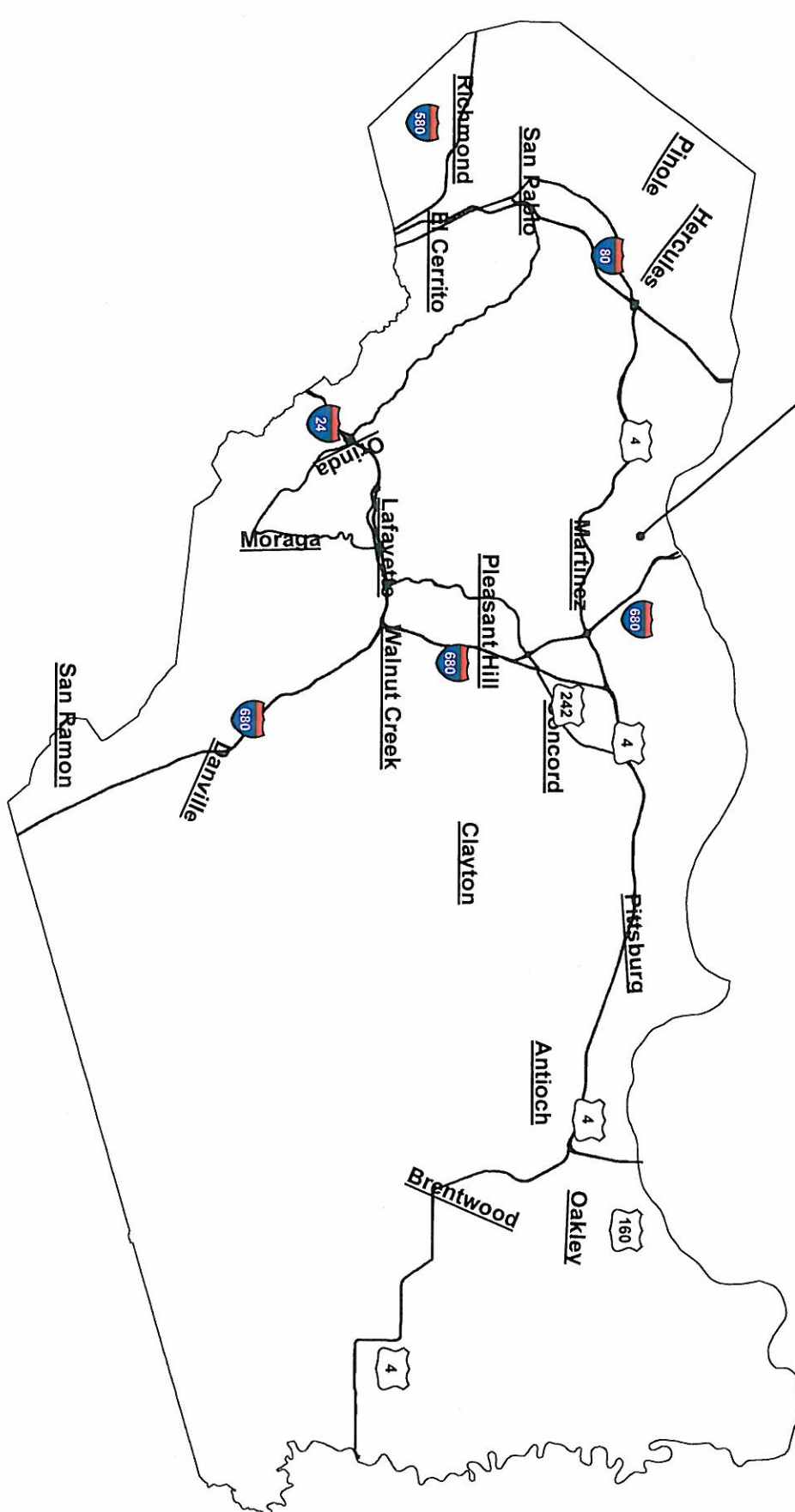
January 24, 2012

Contra Costa County Board of Supervisors



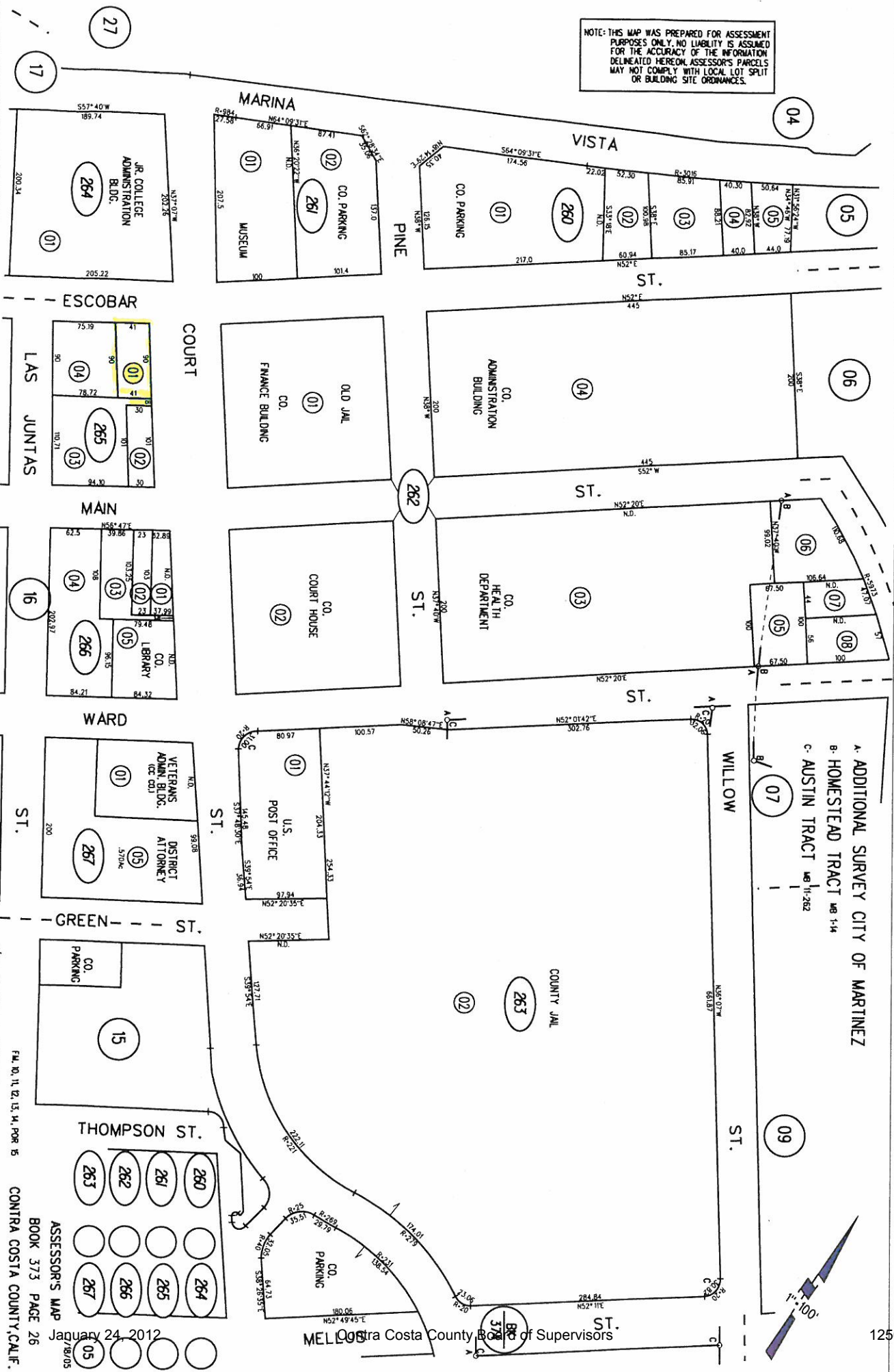
# Contra Costa County California

## Project Location



**Figure 1 - Project Location Map**

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.





Assessor's Parcel Number: 373-265-001  
Project Name: Sale of 610 Court Street, Martinez  
Project Number: 4500-6X5801

## **PURCHASE AND SALE AGREEMENT BETWEEN CONTRA COSTA COUNTY AND CITY OF MARTINEZ**

---

This Agreement is entered into by and between Contra Costa County, a political subdivision of the State of California, (hereinafter "County") and City of Martinez, a general law city, (hereinafter "City").

### **RECITALS**

- A. County is the owner of real property located in the City of Martinez of the County of Contra Costa, State of California, commonly known as the 610 Court Street, Martinez, and identified as Assessor's Parcel No. 373-265-001, The real property, including improvements thereon, if any, are collectively referred to herein as the "Property".
- B. County agrees to convey the Property to the City, and City agrees to purchase the Property in an "as is" physical condition from the County in accordance with and subject to the terms and conditions of this agreement.
- C. In consideration of the County's conveyance of the Property, City agrees to pay County the sum of \$378,000.00.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Effective Date.** It is understood that this Agreement is subject to approval by the County's Governing Board and the City Council of the City. This Agreement is effective on the date approved by both the County's Governing Board and the City Council ("Effective Date").
- 2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, County agrees to sell and City agrees to purchase the Property.
- 3. **Purchase Price.** The purchase price for the Property shall be Three Hundred Seventy-Eight Thousand Dollars (\$378,000) ("Purchase Price").
- 4. **Escrow.** By this Agreement, County and City establish an escrow ("Escrow") with North American Title Company Title Company, 1737 North First Street, Suite 500, San Jose, California, their Escrow No.: NCS516944-SC ("Title Company"). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the City's staff assigned to oversee this Property transaction will select an alternate title company to handle the transaction, and notify County in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the "Title Company" for purposes of this Agreement. The parties hereto will prepare joint escrow instructions and file same with said Title Company, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the Property conveyed.

- 4.1. Fees and Title Insurance. The City shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the City, the premium charged therefor.
- 4.2. County's Deposit into Escrow. On or before the Close of Escrow County will deliver into Escrow with the Title Company the following documents:
- A. A grant deed, in recordable form and properly executed on behalf of County, in a form approved by City ("Grant Deed") conveying to City the Property in fee simple absolute, subject to all conditions, covenants, and exceptions listed in the Preliminary Title Report dated December 1, 2011, from North American Title Company, Escrow No. NCS516944-SC.
  - B. Signed joint escrow instructions.
- 4.3. City's Deposit Into Escrow. Prior to the Close of Escrow, City will deliver into Escrow with the Title Company the following:
- A. The Purchase Price.
  - B. Signed joint Escrow instructions.
- 4.4. Close of Escrow. Escrow shall close (the "Closing Date" or "Close of Escrow") no later than ten (10) calendar days after the expiration of the Due Diligence Period. On the closing date, the Title Company shall close Escrow as follows:
- A. Record the Grant Deed, marked for return to the City care of the City, (which shall be deemed delivery to the City);
  - B. Issue the Title Policy, if requested to do so by the City;
  - C. Disburse to the County the Purchase Price, less prorated amounts and charges to be paid by or on behalf of County;
  - D. Prepare and deliver to the City and to the County one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the County and the City and retain all funds and documents pending receipt of further instructions from the City.

5. Due Diligence and Document Review.

- 5.1 The Due Diligence period is ninety (90) days following the Effective Date, unless during the initial 90-day Due Diligence period County agrees in writing to extend the Due Diligence period. County, in its sole discretion, has the right, but not the obligation, to extend the initial 90-day Due Diligence period, under such terms and conditions as County believes is reasonable, if County, in its sole discretion, believes such extension is warranted. No such extension shall be effective unless and until it is in writing by both parties. The Due Diligence period will terminate on the last day of the extended Due Diligence period.
- 5.2 The City shall have the right to: (i) review all of the public documents the County possesses pertaining to the Property; (ii) conduct any and all surveys, inquires, inspections, investigations, tests, engineering surveys and studies on, around or pertaining to the

Property as City may elect to make, conduct or maintain; (iii) conduct consultations and negotiations with persons of City's choosing in order to determine the condition of the Property and the suitability of the Property for the purposes desired by the City. County has not and does not verify or warrant the accuracy of any statements or other information contained within the documents provided to City by County.

6. **County's Representations and Warranties.** County makes the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by City. County represents and warrants to the City that as of the date of this Agreement and as of the Close of Escrow:
  - 6.1. Marketable Title. County is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens and other encumbrances, subject only to Approved Exceptions. No leases, licenses, or other agreements allowing any third party rights to use the Property are or will be in force unless prior consent has been given by the City in writing. Commencing with the full execution of this Agreement by both parties and until the Close of Escrow, County shall not permit any liens, encumbrances or easements to be placed on the property other than the Approved Exceptions, nor shall County enter into any agreement that would affect the Property that would be binding on the City after the Close of Escrow without the prior written consent of the City.
  - 6.2. Condition of Property. City shall take title to the Property in its "AS-IS" condition.
  - 6.3. Other Matters Affecting Property. To the best of County's knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of County's knowledge, threatened against or affecting the Property or the interest of County in the Property or its use that would affect County's ability to consummate the transaction contemplated by this Agreement. Further, there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property. To the best of County's knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Property. County shall promptly notify City of any of these matters arising in the future.
7. **Representations and Warranties.** Upon approval of this Agreement by the County's governing body and the City's Counsel, this Agreement shall constitute a binding obligation of both the County and the City.
8. **Survival.** All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.
9. **Possession of the Property.** Possession of the Property shall be delivered to the City at the Close of Escrow.
10. **Assignment and Successors.** This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective successors, assigns and related agencies and entities.
11. **Informalities; Cancellation of Sale.** Both County and City each individually reserve the right to waive any informalities or irregularity on any offer or cancel the sale at any time prior to recording of a deed.

12. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

County: Principal Real Property Agent  
Real Property Division  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Telephone: 925-313-2012

City: City Manager  
City of Martinez  
525 Henrietta Street  
Martinez, CA 94553  
Telephone: 925-372-3505

or to such other addresses as County and City may respectively designate by written notice to the other.

13. **Entire Agreement.** The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. County has no other right or claim to compensation arising out of or connected with the acquisition of the subject property by the City, except as specifically set forth in this Agreement, including but not limited to all claims for compensation for improvements pertaining to realty, all claims for compensation for fixtures, equipment or machinery, attorneys' fees, costs or damages of every kind and nature by reason of City's acquisition of the subject property and agrees never to assert such a claim.
14. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement.
15. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
16. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

17. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.
18. **Governing Law.** This Agreement shall be governed and construed in accordance with California law. The venue of any litigation pertaining to this Agreement shall be Contra Costa County.

**CONTRA COSTA COUNTY, a political  
subdivision of the State of California**

By \_\_\_\_\_  
Chair, Board of Supervisors

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
Public Works Director

By \_\_\_\_\_  
Principal Real Property Agent

Date: \_\_\_\_\_  
(Date of Board Approval)

**CITY OF MARTINEZ,  
a general law city**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_  
(Date signed by City)

APPROVED AS TO FORM:  
City Counsel

By \_\_\_\_\_

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**



G:\realprop\Carmen\610 Court Street\610 COURT- AG 12a Purchase Sale Agreement- County to City Revised (B).doc  
05/17/10 (Escrow Language Changed per Counsel)

**(FORM APPROVED BY COUNTY COUNSEL 6/99)**

**To: Board of Supervisors**

**From: Joe Valentine, Employment & Human Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: In-Home Supportive Services Public Authority Committee Annual Report**

**RECOMMENDATION(S):**

ACCEPT the In-Home Supportive Services Public Authority Advisory Committee Annual Report for the period December 1, 2010 through November 30, 2011, as submitted by the In-Home Supportive Services Public Authority Director.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

On June 18, 2002, the Contra Costa County Board of Supervisors adopted Resolution No. 2002/377, requiring that each regular and ongoing board, commission, and/or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training and certification programs, and proposed work plan/objectives for the following year. The attached report fulfills the requirement for the In-Home Supportive Services Public Authority Advisory Committee.

**CONSEQUENCE OF NEGATIVE ACTION:**

None

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

**Contact: Jan Watson, 363-6671**

January 24, 2012

Contra Costa County Board of Supervisors

1256

By: , Deputy

cc:

**CHILDREN'S IMPACT STATEMENT:**

None



**Report to Contra Costa County  
Board of Supervisors**

**Name:** Contra Costa County In-Home Supportive Services Public Authority  
Advisory Committee

**Meeting:** 1:00 to 4:00 on the third Tuesday of every month (except August & December)  
500 Ellinwood Way, Pleasant Hill

**Chair:** Sydney Anderson

**Staff:** Jan Watson, Executive Director  
Elizabeth Dondi, Program Manager  
Lisa Lloyd, Secretary – Advanced Level

**Report Period:** December 2010 – November 2011

**Prepared by:** Sydney Anderson, Chair  
Jan Watson, Executive Director  
Elizabeth Dondi, Program Manager

**I. ACTIVITIES**

**Provider and Consumer Training**

Through recommendations from the Health, Safety and Education Sub-Committee, consumer and provider educational and training sessions were conducted by Public Authority Registry/Training Specialists or outside speakers throughout the year.

Topics presented included:

- Mental Health
- Universal Precautions
- Preventing Heat Emergencies
- Diabetes
- Recognizing Heart Attack/Stroke
- Fall Prevention
- CPR/First Aid

**Rapid Response Program**

This program, which refers providers to IHSS consumers that are unexpectedly without their regular provider, continues to be negatively impacted by the discontinuance of stipends. However, the Public Authority staff initiated an on-call list of providers on the Registry, who are interested and willing to do short assignments. Public Authority staff has been using these providers to meet the needs of consumers who need emergency assistance. The committee continues to monitor the program and discuss ways to improve it so that vulnerable consumers may remain safely in their homes.

## **II. ACCOMPLISHMENTS**

### **Communication and Networking**

Advisory Committee member Paul DeMange continued in his role as the Advisory Committee's representative to the monthly California IHSS Consumer Alliance (CICA) meetings.

Advisory Committee member Chris McDonald attended the Advisory Council on Aging meetings on behalf of the Advisory Committee.

### **Community Involvement**

Advisory Committee Chair, Sydney Anderson, attended a conference held by the American Society on Aging and participated in seminars on topics such as The Class Act, Future of Social Security, Medicare, the Affordable Healthcare Act and Home-Based Community Services.

## **III. ATTENDANCE/REPRESENTATION**

State Law, regulations and County Ordinance specify an eleven member Advisory Committee appointed by the Board of Supervisors. No fewer than fifty percent of the members shall be individuals who are current or past users of personal assistance services paid for through public or private funds or are recipients of In-Home Supportive Services.

At the beginning of the year we were able to fill the only vacancy, thus making a full committee. However, as the year progressed, two members resigned due to poor health and inability to attend the meetings regularly. Efforts to fill these two vacant positions have started and will continue in 2012.

## **IV. TRAINING/CERTIFICATION**

This year Advisory Committee members received training or attended presentations on the following topics:

- Ethics
- Advisory Body Training
- AB 1234 Mandatory Advisory Body Requirement (every two years)

## **V. PROPOSED WORK PLAN**

- Recruit for and fill the two vacancies on the Advisory Committee
- Review and update of the Public Authority Policies and Procedures
- Continue to work with Public Authority staff on trainings for providers and consumers
- Attend Sub-Committee meetings
- Participate in monthly CICA meetings
- Help keep elders and those with disabilities out of nursing homes, which saves county and state money
- Continue legislative advocacy for IHSS with Board approval
- Continue to work collaboratively with In-Home Supportive Services and other county Departments

### **Conclusion**

The Advisory Committee is aware of the persistent challenges the IHSS program in Contra Costa County is facing due to budget shortfalls and the reduction in staffing to the program. These issues will be fully considered during our decision-making.

**To: Board of Supervisors**

**From: Robert Campbell, Auditor-Controller**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: County of Contra Costa Community Facilities District No. 2001-1 (Norris Canyon)**

**RECOMMENDATION(S):**

ACCEPT the FY11 Community Facilities District Administration Report on County of Contra Costa Community Facilities District No. 2001-1 (Norris Canyon) as required by Sections 50075.3 and 53411 of the California Government Code.

**FISCAL IMPACT:**

None. The report relates to Special Taxes approved by voters and bonds issued and secured by said Special Taxes.

**BACKGROUND:**

On June 5, 2001 the Contra Costa County Board of Supervisors authorized the establishment of Community Facilities District No. 2001-1 (Norris Canyon). The creation of the Community Facilities District (CFD) authorized the levy of a Mello-Roos Special Tax on the Norris Canyon Estates subdivision in the San Ramon area. The action of the Board also authorized the issuance of bonded indebtedness secured by the approved Special Tax in the amount of \$7,220,000. The (CFD) bonds were issued on June 14, 2001.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of

**Contact: Kristen Lackey 925-335-7228**

Supervisors

By: , Deputy

**cc:** Kristen Lackey, Analiza Pinlac, Public Works, Timothy Ewell

## **BACKGROUND: (CONT'D)**

The California Government Code Sections 50075.3 and 53411 require that specified information be provided to the Board of Supervisors on an annual basis. The report requirements include information on Mello-Roos CFD Special Taxes collected and CFD Bond issued. The attached CFD Administration Report fulfills the requirement of the Government Code. The reporting requirements are summarized below:

### Section 50075.3

Item (a): Identify amount of special taxes that have been collected and expended.

Response to Item (a): The fiscal year 2010-11 special tax levy was \$514,111. Since the CFD is on the County Teeter Plan, the full amount of the tax levy was remitted to the CFD. The total levy was used to pay debt services in March and September 2011 on the CFD bonds as well as administrative costs for the CFD.

Item (b): Identify the status of any project required or authorized to be funded by the special taxes.

Response to Item (b): All CFD No. 2001-1 improvements have been completed and accepted by the Public Works Department of the County.

### Section 53411

Item (a): Identify the amount of bonds that have been collected and expended.

Response to Item (a): A total of \$7,220,000 in special tax bonds was issued by the County on June 14, 2001. Upon issuance of the bonds, \$6,000,000 from bond proceeds was deposited into the Improvement Fund and has been used to acquire the CFD No. 2001-1 improvements from the developer. An additional \$170,000 was used to pay the costs of issuing the bonds. Approximately \$417,000 was deposited in the Reserve Fund, and the remaining \$487,000 was deposited in the Bond Fund to be used for capitalized interest.

Item (b): Identify the status of any project required or authorized to be funded from bond proceeds:

Response to Item (b): All CFD No. 2001-1 improvements have been completed and accepted by the Public Works Department of the County.

Not part of the Government Code required report, but provided as a matter of information is the following information on the incidence of delinquencies within the District. The total amount collected by the County for the fiscal year 2010-11 CFD special tax levy was \$504,193 pursuant to the Teeter Plan. Property owners for 13 parcels were delinquent a total of \$18,930 in payments of the fiscal year 2010-11 CFD special tax levy. The delinquency percentage in the District is 3.68%, which is below the threshold for which the County is obligated to take affirmative action to remedy. This delinquency percentage is lower than last year, however staff and the Special Tax Consultant retained by the County continue to monitor payment activity.

## **CONSEQUENCE OF NEGATIVE ACTION:**

The Redevelopment Agency will be in violation of California Government Code Sections 50075.3 and 53411.

## **CHILDREN'S IMPACT STATEMENT:**

Not applicable.



GOODWIN CONSULTING GROUP

**COUNTY OF CONTRA COSTA  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
(NORRIS CANYON)**

**CFD TAX ADMINISTRATION REPORT  
FISCAL YEAR 2011-12**

**November 29, 2011**

***Community Facilities District No. 2001-1  
CFD Tax Administration Report***

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## ***EXECUTIVE SUMMARY***

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The following summary provides a brief overview of the main points from this report regarding the County of Contra Costa Community Facilities District No. 2001-1 (Norris Canyon) (“CFD No. 2001-1” or the “CFD”):

### **Fiscal Year 2011-12 Special Tax Levy**

<b>Number of Taxed Parcels</b>	<b>Total Special Tax Levy</b>
262	\$504,193

For further detail regarding the special tax levy, or special tax rates, please refer to Section IV of this report.

### **Development Status for Fiscal Year 2011-12**

<b>Land Use Category</b>	<b>Parcels or Acres</b>
Residential Property	262 parcels *
Other Property	0 parcels
Undeveloped Property	62.4 acres

*\* Does not include six parcels that have prepaid their special tax obligation.*

For more information regarding the status of development in CFD No. 2001-1, please see Section V of this report.

### **Delinquency Summary**

<b>Delinquent Amount for FY 2010-11 (as of April 21, 2011)</b>	<b>Total Levy for FY 2010-11</b>	<b>Delinquency Rate</b>
\$18,930	\$514,111	3.68%

For additional delinquency information, including historical delinquency rates, please see Section IX of this report.



## Outstanding Bonds Summary

### 2001 Special Tax Bonds

<b>Issuance Date</b>	<b>Original Principal</b>	<b>Amount Retired</b>	<b>Current Amount Outstanding</b>
June 2001	\$7,220,000	\$1,295,000*	\$5,925,000*

\* As of the date of this report.

## ***I. INTRODUCTION***

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### **Community Facilities District No. 2001-1**

On June 5, 2001, the County of Contra Costa (the “County”) Board of Supervisors established CFD No. 2001-1. In a landowner election held on the same day, the sole owner of property within the CFD voted to authorize the levy of a Mello-Roos special tax on property within CFD No. 2001-1. The landowner also voted to incur bonded indebtedness, secured by special taxes levied on property within the CFD, in an amount not to exceed \$7,220,000. On June 14, 2001, special tax bonds (the “Bonds”) in the principal amount of \$7,220,000 were issued on behalf of CFD No. 2001-1. A special tax will be levied on property within the CFD in fiscal year 2011-12 in order to pay debt service obligations in calendar year 2012.

The CFD boundary encompasses a 389-acre site that is proposed for the Norris Canyon Estates residential community. The CFD is located in an unincorporated area of the County just west of the City of San Ramon. At build out, the project was originally expected to include 361 single family detached homes. As of June 1, 2011, 268 building permits have been issued, eight of which were issued during the past fiscal year for new residential home construction.

### **The Mello-Roos Community Facilities Act of 1982**

The reduction in property tax revenues that resulted from the passage of Proposition 13 in 1978 required public agencies and real estate developers to look for other means to generate funding for public infrastructure. The funding available from traditional assessment districts was limited by certain requirements of the assessment acts, and it became clear that a more flexible funding tool was needed. In response, the California State Legislature (the “Legislature”) approved the Mello-Roos Community Facilities Act of 1982 (the “Act”) which provides for the levy of a special tax within a defined geographic area (i.e., a community facilities district) if such levy is approved by two-thirds of the qualified electors in the area. The Act can generate funding for a broad range of facilities and special taxes can be allocated to property in any reasonable manner other than on an ad valorem basis.

A community facilities district is authorized to issue tax-exempt bonds that are secured by land within the district. If a parcel does not pay the special tax levied on it, a public agency can foreclose on the parcel and use the proceeds of the foreclosure to ensure that bondholders receive interest and principal payments on the bonds. Because bonds issued by a community facilities district are land-secured, there is no risk to a public agency’s general fund or taxing capacity. In addition, because the bonds are tax-exempt, they typically carry an interest rate that is lower than conventional construction financing.

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## ***II. PURPOSE OF REPORT***

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This CFD Tax Administration Report (the “Report”) presents findings from research and financial analysis performed by Goodwin Consulting Group, Inc. to determine the fiscal year 2011-12 special tax levy for CFD No. 2001-1. The Report is intended to provide information to interested parties regarding the current financial obligations of the CFD, special taxes levied in fiscal year 2011-12, and information on the public facilities authorized to be funded by the CFD. The Report also summarizes development activity as well as other pertinent information (e.g., prepayments, delinquencies, and foreclosures) on property within the CFD. In addition, the Report provides all of the information that must be filed with the County Board of Supervisors pursuant to the requirements of Senate Bill 165.

The remainder of the Report is organized as follows:

- **Section III** identifies the financial obligations of CFD No. 2001-1 for fiscal year 2011-12.
- **Section IV** provides a summary of the special tax categories and the methodology that is used to apportion the special tax among parcels in the CFD. The maximum special tax rates for fiscal year 2011-12 are also identified in this section.
- **Section V** provides an update of the development activity occurring within CFD No. 2001-1, including new building permit activity.
- **Section VI** provides information on the public improvements authorized to be funded by CFD No. 2001-1.
- **Section VII** provides information regarding funds established for the Bonds, including current balances in such funds.
- **Section VIII** identifies parcels, if any, that have prepaid their special tax obligation.
- **Section IX** provides information regarding special tax delinquencies in CFD No. 2001-1.
- **Section X** provides information on covenants regarding foreclosure on delinquent parcels.
- **Section XI** provides a summary of the reporting requirements set forth in Senate Bill 165, the Local Agency Special Tax and Bond Accountability Act, and the information needed for the County to respond to these requirements.

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### ***III. SPECIAL TAX REQUIREMENT***

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Pursuant to the Rate and Method of Apportionment of Special Tax (the “RMA”) for CFD No. 2001-1, which was adopted as an exhibit to the Resolution of Formation of CFD No. 2001-1, the Special Tax Requirement means the total amount needed each fiscal year to (i) pay principal and interest on bonds, (ii) create or replenish reserve funds, (iii) cure any delinquencies in the payment of principal or interest on indebtedness of CFD No. 2001-1 which have occurred in the prior fiscal year or (based on delinquencies in the payment of special taxes which have already taken place) are expected to occur in the fiscal year in which the tax will be collected, and (iv) pay administrative expenses. For fiscal year 2011-12, the Special Tax Requirement is \$504,193 and is calculated as follows:

**Community Facilities District No. 2001-1  
Special Tax Requirement for Fiscal Year 2011-12**

<b>Debt Service</b>	<b>\$521,810</b>
Interest Payment on Bonds Due March 1, 2012	\$175,905
Interest Payment on Bonds Due Sept. 1, 2012	\$175,905
Principal Payment on Bonds Due Sept. 1, 2012	\$170,000
<b>Administrative Expenses</b>	<b>\$18,088</b>
<b>Surplus Funds to Reduce Special Tax Requirement</b>	<b>(\$35,705)</b>
<b>Fiscal Year 2011-12 Special Tax Requirement</b>	<b>\$504,193</b>

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## ***IV. SPECIAL TAX LEVY***

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### **Special Tax Categories**

Special taxes within CFD No. 2001-1 are levied pursuant to the methodology set forth in the RMA. The RMA establishes various special tax categories against which the special tax can be levied each fiscal year, including Residential Property, Other Property, and Undeveloped Property. (*Capitalized terms are defined in the RMA in Appendix C of this Report.*)

Residential Property is defined as any parcel within the CFD for which a building permit for construction of a residential structure was issued prior to June 1 of the preceding fiscal year. Other Property means all taxable parcels in the CFD for which a building permit was issued prior to June 1 of the preceding fiscal year for a structure that is not used for residential purposes and is not owned by a homeowners' association or public agency. Undeveloped Property is defined as all taxable parcels in the CFD for which a building permit has not been issued prior to June 1 of the preceding fiscal year.

### **Maximum Special Tax Rates**

The maximum special tax rates applicable to each category of property in CFD No. 2001-1 are set forth in Section C of the RMA. The actual amount of the maximum special tax which will be levied on each land use category in fiscal year 2011-12, is determined by the method of apportionment included in Section E of the RMA. The following table identifies the maximum special taxes that can be levied on property in CFD No. 2001-1.

**Community Facilities District No. 2001-1  
Maximum Special Tax Rates**

<b>Tax Category</b>	<b>Description</b>	<b>Maximum Special Tax</b>
1	Residential Property	\$2,100 per parcel
2	Other Property	\$2,100 per residential unit planned on the parcel before it became Other Property
3	Undeveloped Property	\$3,360 per acre



## **Changes to Norris Canyon Tentative Map**

The maximum special tax rates shown above assume that a particular number of residential units will be developed within Norris Canyon consistent with the tentative map approved by the County Board of Supervisors in August 1997. To the extent changes are proposed to the tentative map in future years that would reduce the number of residential units within the project, the County must either deny the revision to the tentative map or require a prepayment of special taxes by the developer proposing the tentative map change. Such prepayment would be in an amount sufficient to retire a portion of the bonds and maintain 110% debt service coverage with the reduced special tax revenues that will result after the tentative map revision. To date, development in Norris Canyon has been consistent with the approved tentative map.

## **Apportionment of Special Taxes**

The amount of special tax levied on each parcel in the CFD each fiscal year will be determined by application of Section E of the RMA. Pursuant to this section, the Special Tax Requirement will be allocated as follows:

The first step requires special taxes to be levied on each parcel of Residential Property and Other Property up to 100% of the applicable maximum special tax rate. If additional revenue is needed after the first step is completed, and after applying capitalized interest to the Special Tax Requirement, then a special tax will be levied on each parcel of Undeveloped Property up to 100% of the applicable maximum special tax. If additional revenues are still needed to pay annual obligations of the CFD after the maximum special tax is levied on Residential Property, Other Property, and Undeveloped Property, a special tax will be levied on Homeowners' Association Property and parcels of Public Property that originally had planned units, as defined in the RMA.

Application of the maximum special tax rate to the 262 Residential Property parcels for fiscal year 2011-12 will generate special tax revenue of \$550,200. However, since the Special Tax Requirement for fiscal year 2011-12 is only \$504,193, Residential Property will not be taxed at the maximum tax rate. Only the amount needed to satisfy the Special Tax Requirement of \$504,193 will be levied, which is approximately 91.6% of the maximum, or \$1,924 per parcel. Since the tax on Residential Property fully funds the Special Tax Requirement for fiscal year 2011-12, no special tax shall be levied on Undeveloped Property.

The actual special tax rates and the number of units and/or acres of taxable property on which those rates are levied for fiscal year 2011-12 are shown in the table on the following page.

**Community Facilities District No. 2001-1  
Fiscal Year 2011-12 Special Tax Levy**

<b>Land Use Category</b>	<b>Maximum Special Tax Rates</b>	<b>Fiscal Year 2011-12 Actual Special Tax Rates</b>	<b>Parcels/Acres Taxed</b>	<b>Total Special Tax Levy</b>
Residential Property	\$2,100 per parcel	\$1,924 per parcel	262 parcels *	\$504,193
Undeveloped Property	\$3,360 per acre	\$0 per acre	0 acres	\$0
<b>Total Special Tax Levy for Fiscal Year 2011-12</b>				<b>\$504,193</b>

*\* Total does not include six parcels that have had their special tax obligation prepaid and therefore are no longer subject to the annual tax.*

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## ***V. DEVELOPMENT UPDATE***

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From June 1, 2010, to May 31, 2011, eight building permits have been issued to construct single family homes within CFD No. 2001-1. In total, 268 building permits have been issued and no Other Property currently exists within CFD No. 2001-1.

Based on the current status of development in CFD No. 2001-1, the following table summarizes the allocation of parcels to the special tax categories defined in the RMA:

**Community Facilities District No. 2001-1  
Allocation to Special Tax Categories  
Fiscal Year 2011-12**

<b>Tax Category</b>	<b>Description</b>	<b>Number of Parcels</b>
1	Residential Property	262*
2	Other Property	0
3	Undeveloped Property	93

*\* Total does not include six parcels that have had their special tax obligation prepaid and therefore are no longer subject to the annual tax.*

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## ***VI. STATUS OF PUBLIC IMPROVEMENTS***

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CFD No. 2001-1 was formed to finance the widening of Norris Canyon Road, starting at the intersection of Bollinger Canyon Road and continuing a distance of 7,700 feet. Improvements to Norris Canyon Road include: (1) grading, pavement, curbs and gutters, rock shoulder, traffic signing and striping, and street lights; (2) construction of sanitary sewer mains, structures, fittings, and appurtenances; (3) construction of water distribution facilities and appurtenances; (4) construction of joint utility distribution facilities for electrical, telephone, gas, cable and television, including trenching, conduit and cable installation, pull and splice boxes, fittings and appurtenances, and relocation of overhead facilities; (5) construction of landscaping and irrigation facilities, including soil preparation, landscape materials, irrigation pipes, fittings, and appurtenances; (6) required attendant public fees and design and construction engineering fees; and (7) acquisition of all necessary interests in real property.

The developer entered into an Acquisition Agreement with the County that contains provisions that set forth the process by which completed improvements will be acquired with bond proceeds that are on deposit in the Improvement Fund for the CFD. The Acquisition Agreement obligates the developer to pay any costs of the improvements that are not covered by funds available in the Improvement Fund.

All Norris Canyon Road improvements have been completed and accepted by the Public Works division of the County. Per the Acquisition Agreement with the County, the balance in the CFD Improvement Fund was used to acquire the completed improvements from the developer.

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## ***VII. CFD FUNDS***

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Six funds were established pursuant to the Fiscal Agent Agreement between the County and the Bank of New York Mellon Trust Company (the “Fiscal Agent”). Following is a brief description of the purpose of each fund.

The **Improvement Fund** was created exclusively to pay the cost of improvements until all authorized facilities have been paid. The Improvement Fund, due to completion of all improvements, has been closed.

The **Reserve Fund** was established as a reserve for the payment of principal and interest on the bonds in the event the balance in the Special Tax Fund is insufficient to make debt service payments. The Fiscal Agent will maintain the Reserve Fund. The Reserve Requirement is \$525,150 as of June 30, 2011.

The **Bond Fund** was created exclusively to pay principal and interest on CFD indebtedness. The Bond Fund will be held by the Fiscal Agent; twice each year, the fiscal agent will use proceeds in this account to pay interest and/or principal on the bonds. If, on any interest payment date, amounts in the Bond Fund are insufficient to pay debt service that is due on such date, the Fiscal Agent must withdraw from the Reserve Fund to cover the shortfall.

The **Special Tax Fund** was established as a fund to be held by the County Auditor-Controller (the “Auditor”) into which special tax revenues collected by the County will be deposited. Not later than three business days prior to each interest payment date on the bonds, the Auditor will transfer money from the Special Tax Fund to the Fiscal Agent to pay interest and principal due on the bonds, as well as any amount needed to bring the Reserve Fund up to the required reserve amount. Any remaining balance in the Special Tax Fund will be transferred to the Administrative Expense Fund.

The **Administrative Expense Fund** will be held by the Auditor and used to pay CFD administrative expenses. Each year, the Auditor will transfer any excess amount in the Administrative Expense Fund to the Special Tax Fund.

The **Costs of Issuance Fund** will be held by the Fiscal Agent and will be disbursed to pay costs associated with formation of CFD No. 2001-1 and issuance of the Bonds. This fund has been closed.

Money held in any of the aforementioned funds can be invested by the Fiscal Agent at the direction of the County and in conformance with limitations set forth in the Fiscal Agent Agreement. Investment interest earnings, if any, will generally be applied to the fund for which the investment is made.



## **Fund Balances**

As of June 30, 2011, the various funds had the following balances:

### **Community Facilities District No. 2001-1 Fund Balances as of June 30, 2011**

<b>Reserve Fund</b>	<b>\$530,691</b>
<b>Bond Fund</b>	<b>\$0</b>
<b>Special Tax Fund</b>	<b>\$389,167</b>
<b>Administrative Expense Fund</b>	<b>\$9,902</b>

## ***VIII. PREPAYMENTS***

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The special tax lien for six properties in CFD No. 2001-1 have been fully prepaid and are no longer subject to the annual special tax levy. The six parcels that have fully prepaid their special tax obligation are as follows:

211-260-011-5  
211-370-025-2  
211-370-033-6  
211-370-037-7  
211-370-038-5  
211-370-055-9

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## ***IX. DELINQUENCIES***

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As of April 21, 2011, the Contra Costa County Auditor's Office reports the following delinquency amounts for CFD No. 2001-1:

**Community Facilities District No. 2001-1  
Delinquencies as of April 21, 2011**

<b>Fiscal Year</b>	<b>Parcels Delinquent</b>	<b>Delinquent Amount</b>	<b>CFD Tax Levied</b>	<b>Percent Delinquent</b>
2007-08	0	\$0	\$537,639	0.00%
2008-09	2	\$3,150	\$570,730	0.55%
2009-10	0	\$0	\$447,601	0.00%
2010-11	13	\$18,930	\$514,111	3.68%

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## ***X. FORECLOSURE COVENANT***

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### **Covenants of the County**

The County may order the institution of a court action to foreclose the lien on a parcel within specified time limits if any payment of the special tax is delinquent. In such an action, the real property subject to the unpaid amount may be sold at a judicial foreclosure sale. Pursuant to the Bonds' covenants, the County shall review its records in connection with the collection of the special tax on or about March 30 and June 30 of each year to compare the amount of special tax levied in the CFD to the amount of special tax collected, and proceed as follows:

Individual Delinquencies. If the Auditor determines that any single parcel subject to the special tax in the CFD is delinquent in the payment of special taxes in the aggregate amount of (i) \$7,500 or more if all the property within the CFD is on the Teeter Plan, or (ii) \$3,000 or more if any of the property in the CFD is not on the Teeter Plan, then the Auditor shall send or cause to be sent a notice of delinquency (and a demand for immediate payment thereof) to the property owner within 60 days of such determination, and (if the delinquency remains uncured) foreclosure proceedings shall be commenced by the County within 120 days of such determination.

Aggregate Delinquencies. If the Auditor determines that the total amount of delinquent special tax for the prior fiscal year for the entire CFD, (including the total of delinquencies under the preceding paragraph), exceeds 5% of the total special tax due and payable for the prior fiscal year, the County shall notify or cause to be notified property owners who are then delinquent in the payment of special taxes (and demand immediate payment of the delinquency) within 60 days of such determination, and shall commence foreclosure proceedings within 120 days of such determination against each parcel of land in the CFD with a special tax delinquency.

Since the CFD's special tax delinquency rate for fiscal year 2010-11 is below 5%, the County has not been required to initiate foreclosure proceedings on property in CFD No. 2001-1.

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## ***XI. SENATE BILL 165 REPORTING REQUIREMENTS***

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On September 18, 2000, former Governor Gray Davis approved Senate Bill 165 which enacted the Local Agency Special Tax and Bond Accountability Act. In approving the bill, the Legislature pointed out that local agencies need to demonstrate to the voters that special taxes and bond proceeds are being spent on the facilities and services for which they were intended. To further this objective, the Legislature added Sections 50075.3 and 53411 to the California Government Code setting forth annual reporting requirements relative to special taxes collected and bonds issued by a local public agency. A response to each of the reporting requirements in SB 165 is provided below. Pursuant to the Sections 50075.3 and 53411, the chief fiscal officer of the County will, by January 1, 2002, and at least once a year thereafter, file a report with the Board of Supervisors (which may be this CFD Tax Administration Report) setting forth the following information.

### **Section 50075.3**

*Item (a): Identify amount of special taxes that have been collected and expended.*

The fiscal year 2010-11 special tax levy was \$514,111. Since the CFD is on the County Teeter Plan, the full amount of the tax levy was remitted to the CFD. The total levy was used to pay debt service in March and September 2011 on the CFD bonds as well as administrative costs for the CFD.

*Item (b): Identify the status of any project required or authorized to be funded by the special taxes.*

All CFD No. 2001-1 improvements have been completed and accepted by the Public Works division of the County.

### **Section 53411**

*Item (a): Identify the amount of bonds that have been collected and expended.*

A total of \$7,220,000 in special tax bonds was issued by the County on June 14, 2001. Upon issuance of the bonds, \$6,000,000 from bond proceeds was deposited into the Improvement Fund and has been used to acquire the CFD No. 2001-1 improvements from the developer. An additional \$170,000 was used to pay the costs of issuing the bonds. Approximately \$417,000 was deposited in the Reserve Fund, and the remaining \$487,000 was deposited in the Bond Fund to be used for capitalized interest.



*Item (b): Identify the status of any project required or authorized to be funded from bond proceeds.*

All CFD No. 2001-1 improvements have been completed and accepted by the Public Works division of the County.

## **APPENDIX A**

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### ***Summary of Fiscal Year 2011-12 Special Tax Levy***

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**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy Summary for Fiscal Year 2011-12**

<b>Land Use Category</b>	<b>Fiscal Year 2011-12 Maximum Special Tax Rates</b>	<b>Fiscal Year 2011-12 Actual Special Tax Rates</b>	<b>Parcels/Acres Taxed</b>	<b>Total Special Tax Levy</b>
Residential Property	\$2,100.00 per parcel	\$1,924.40 per parcel	262 parcels	\$504,192.80
Undeveloped Property	\$3,360.00 per acre	\$0.00 per acre	62.4 acres	\$0.00
<b>Total Fiscal Year 2011-12 Special Tax Levy</b>				<b>\$504,192.80</b>

*Goodwin Consulting Group, Inc.*

## **APPENDIX B**

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### ***Special Tax Levy for Fiscal Year 2011-12***

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**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2011-12**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-210-045-4	HOA	HOA		\$0.00
211-210-046-2	HOA	HOA		\$0.00
211-210-047-0	HOA	HOA		\$0.00
211-210-048-8	HOA	HOA		\$0.00
211-210-061-1	HOA	HOA		\$0.00
211-210-062-9	HOA	HOA		\$0.00
211-210-063-7	HOA	HOA		\$0.00
211-210-074-4	HOA	HOA		\$0.00
211-210-079-3	HOA	HOA		\$0.00
211-240-001-1	Residential	Developed		\$1,924.40
211-240-003-7	Residential	Developed		\$1,924.40
211-240-004-5	Residential	Developed		\$1,924.40
211-240-005-2	Residential	Developed		\$1,924.40
211-240-006-0	Residential	Developed		\$1,924.40
211-240-007-8	Residential	Developed		\$1,924.40
211-240-008-6	Residential	Developed		\$1,924.40
211-240-009-4	Undeveloped	Undeveloped		\$0.00
211-240-010-2	Undeveloped	Undeveloped		\$0.00
211-240-011-0	Residential	Developed		\$1,924.40
211-240-012-8	Undeveloped	Undeveloped		\$0.00
211-240-013-6	Residential	Developed		\$1,924.40
211-240-014-4	Residential	Developed		\$1,924.40
211-240-015-1	Residential	Developed		\$1,924.40
211-240-016-9	Residential	Developed		\$1,924.40
211-240-017-7	HOA	HOA		\$0.00
211-240-019-3	HOA	HOA		\$0.00
211-240-020-1	HOA	HOA		\$0.00
211-240-021-9	HOA	HOA		\$0.00
211-250-001-8	Residential	Developed		\$1,924.40
211-250-002-6	Undeveloped	Undeveloped		\$0.00
211-250-003-4	Residential	Developed		\$1,924.40
211-250-004-2	Residential	Developed		\$1,924.40
211-250-005-9	Residential	Developed		\$1,924.40
211-250-006-7	Residential	Developed		\$1,924.40
211-250-007-5	Residential	Developed		\$1,924.40
211-250-008-3	Residential	Developed		\$1,924.40
211-250-009-1	Residential	Developed		\$1,924.40
211-250-010-9	Residential	Developed		\$1,924.40
211-250-011-7	Residential	Developed		\$1,924.40
211-250-012-5	Residential	Developed		\$1,924.40
211-250-013-3	Residential	Developed		\$1,924.40
211-250-014-1	Residential	Developed		\$1,924.40

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2011-12**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-250-015-8	Residential	Developed		\$1,924.40
211-250-016-6	Residential	Developed		\$1,924.40
211-250-017-4	Residential	Developed		\$1,924.40
211-250-018-2	Residential	Developed		\$1,924.40
211-250-019-0	Residential	Developed		\$1,924.40
211-250-020-8	HOA	HOA		\$0.00
211-250-021-6	HOA	HOA		\$0.00
211-250-022-4	HOA	HOA		\$0.00
211-250-023-2	HOA	HOA		\$0.00
211-250-024-0	HOA	HOA		\$0.00
211-250-025-7	HOA	HOA		\$0.00
211-260-001-6	Residential	Developed		\$1,924.40
211-260-002-4	Residential	Developed		\$1,924.40
211-260-003-2	Residential	Developed		\$1,924.40
211-260-004-0	Residential	Developed		\$1,924.40
211-260-005-7	Residential	Developed		\$1,924.40
211-260-006-5	Residential	Developed		\$1,924.40
211-260-007-3	Residential	Developed		\$1,924.40
211-260-008-1	Residential	Developed		\$1,924.40
211-260-009-9	Residential	Developed		\$1,924.40
211-260-010-7	Residential	Developed		\$1,924.40
211-260-011-5	Prepaid	Prepaid		\$0.00
211-260-012-3	Residential	Developed		\$1,924.40
211-260-013-1	Residential	Developed		\$1,924.40
211-260-014-9	Residential	Developed		\$1,924.40
211-260-015-6	Residential	Developed		\$1,924.40
211-260-016-4	Residential	Developed		\$1,924.40
211-260-017-2	Residential	Developed		\$1,924.40
211-260-018-0	Residential	Developed		\$1,924.40
211-260-019-8	HOA	HOA		\$0.00
211-260-020-6	HOA	HOA		\$0.00
211-260-021-4	HOA	HOA		\$0.00
211-260-022-2	HOA	HOA		\$0.00
211-260-023-0	HOA	HOA		\$0.00
211-260-024-8	HOA	HOA		\$0.00
211-270-001-4	Residential	Developed		\$1,924.40
211-270-002-2	Residential	Developed		\$1,924.40
211-270-003-0	Residential	Developed		\$1,924.40
211-270-004-8	Residential	Developed		\$1,924.40
211-270-005-5	Residential	Developed		\$1,924.40
211-270-006-3	Residential	Developed		\$1,924.40
211-270-007-1	Residential	Developed		\$1,924.40

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**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2011-12**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-270-008-9	Residential	Developed		\$1,924.40
211-270-009-7	Residential	Developed		\$1,924.40
211-270-010-5	Residential	Developed		\$1,924.40
211-270-011-3	Residential	Developed		\$1,924.40
211-270-012-1	HOA	HOA		\$0.00
211-270-013-9	HOA	HOA		\$0.00
211-270-014-7	HOA	HOA		\$0.00
211-270-015-4	HOA	HOA		\$0.00
211-280-001-2	Residential	Developed		\$1,924.40
211-280-002-0	Residential	Developed		\$1,924.40
211-280-003-8	Residential	Developed		\$1,924.40
211-280-004-6	Residential	Developed		\$1,924.40
211-280-005-3	Residential	Developed		\$1,924.40
211-280-006-1	Residential	Developed		\$1,924.40
211-280-007-9	Residential	Developed		\$1,924.40
211-280-008-7	Residential	Developed		\$1,924.40
211-280-009-5	Residential	Developed		\$1,924.40
211-280-010-3	Residential	Developed		\$1,924.40
211-280-011-1	Residential	Developed		\$1,924.40
211-280-012-9	Residential	Developed		\$1,924.40
211-280-013-7	Residential	Developed		\$1,924.40
211-280-014-5	Residential	Developed		\$1,924.40
211-280-015-2	Residential	Developed		\$1,924.40
211-280-016-0	Residential	Developed		\$1,924.40
211-280-017-8	Residential	Developed		\$1,924.40
211-280-018-6	Residential	Developed		\$1,924.40
211-280-019-4	Residential	Developed		\$1,924.40
211-280-020-2	Residential	Developed		\$1,924.40
211-280-021-0	Residential	Developed		\$1,924.40
211-280-022-8	Residential	Developed		\$1,924.40
211-280-023-6	Residential	Developed		\$1,924.40
211-280-024-4	Residential	Developed		\$1,924.40
211-280-025-1	Residential	Developed		\$1,924.40
211-280-026-9	Residential	Developed		\$1,924.40
211-280-027-7	Residential	Developed		\$1,924.40
211-280-028-5	Residential	Developed		\$1,924.40
211-280-029-3	Residential	Developed		\$1,924.40
211-280-030-1	Residential	Developed		\$1,924.40
211-280-031-9	Residential	Developed		\$1,924.40
211-280-032-7	Residential	Developed		\$1,924.40
211-280-033-5	Residential	Developed		\$1,924.40
211-280-034-3	Residential	Developed		\$1,924.40

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2011-12**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-280-035-0	Residential	Developed		\$1,924.40
211-280-036-8	Residential	Developed		\$1,924.40
211-280-037-6	Residential	Developed		\$1,924.40
211-280-038-4	Residential	Developed		\$1,924.40
211-280-039-2	Residential	Developed		\$1,924.40
211-280-040-0	HOA	HOA		\$0.00
211-290-001-0	Residential	Developed		\$1,924.40
211-290-002-8	Residential	Developed		\$1,924.40
211-290-003-6	Residential	Developed		\$1,924.40
211-290-004-4	Residential	Developed		\$1,924.40
211-290-005-1	Residential	Developed		\$1,924.40
211-290-006-9	Residential	Developed		\$1,924.40
211-290-007-7	Residential	Developed		\$1,924.40
211-290-008-5	Residential	Developed		\$1,924.40
211-290-009-3	Residential	Developed		\$1,924.40
211-290-010-1	Residential	Developed		\$1,924.40
211-290-011-9	Residential	Developed		\$1,924.40
211-290-012-7	Residential	Developed		\$1,924.40
211-290-013-5	Residential	Developed		\$1,924.40
211-290-014-3	Residential	Developed		\$1,924.40
211-290-015-0	Residential	Developed		\$1,924.40
211-290-016-8	Residential	Developed		\$1,924.40
211-290-017-6	Residential	Developed		\$1,924.40
211-290-018-4	Residential	Developed		\$1,924.40
211-290-019-2	Residential	Developed		\$1,924.40
211-290-020-0	Residential	Developed		\$1,924.40
211-290-021-8	HOA	HOA		\$0.00
211-300-001-8	Residential	Developed		\$1,924.40
211-300-002-6	Residential	Developed		\$1,924.40
211-300-003-4	Residential	Developed		\$1,924.40
211-300-004-2	Undeveloped	Undeveloped		\$0.00
211-300-005-9	Undeveloped	Undeveloped		\$0.00
211-300-006-7	Residential	Developed		\$1,924.40
211-300-007-5	Undeveloped	Undeveloped		\$0.00
211-300-008-3	Undeveloped	Undeveloped		\$0.00
211-300-009-1	Residential	Developed		\$1,924.40
211-300-010-9	Residential	Developed		\$1,924.40
211-300-011-7	Residential	Developed		\$1,924.40
211-300-012-5	Residential	Developed		\$1,924.40
211-300-013-3	Residential	Developed		\$1,924.40
211-300-014-1	Residential	Developed		\$1,924.40
211-300-015-8	Residential	Developed		\$1,924.40



**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2011-12**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-300-016-6	Residential	Developed		\$1,924.40
211-300-017-4	Residential	Developed		\$1,924.40
211-300-018-2	Residential	Developed		\$1,924.40
211-300-019-0	Residential	Developed		\$1,924.40
211-300-020-8	Residential	Developed		\$1,924.40
211-300-021-6	Residential	Developed		\$1,924.40
211-300-022-4	Residential	Developed		\$1,924.40
211-300-023-2	Residential	Developed		\$1,924.40
211-300-024-0	Residential	Developed		\$1,924.40
211-300-025-7	Residential	Developed		\$1,924.40
211-300-026-5	Residential	Developed		\$1,924.40
211-300-027-3	Residential	Developed		\$1,924.40
211-300-028-1	Undeveloped	Public		\$0.00
211-300-029-9	HOA	HOA		\$0.00
211-300-030-7	HOA	HOA		\$0.00
211-310-001-6	Undeveloped	Undeveloped		\$0.00
211-310-002-4	Undeveloped	Undeveloped		\$0.00
211-310-003-2	Undeveloped	Undeveloped		\$0.00
211-310-004-0	Undeveloped	Undeveloped		\$0.00
211-310-005-7	Undeveloped	Undeveloped		\$0.00
211-310-006-5	Undeveloped	Undeveloped		\$0.00
211-310-007-3	Undeveloped	Undeveloped		\$0.00
211-310-008-1	Residential	Developed		\$1,924.40
211-310-009-9	Residential	Developed		\$1,924.40
211-310-010-7	Undeveloped	Undeveloped		\$0.00
211-310-011-5	Undeveloped	Undeveloped		\$0.00
211-310-012-3	Undeveloped	Undeveloped		\$0.00
211-310-013-1	Undeveloped	Undeveloped		\$0.00
211-310-014-9	Undeveloped	Undeveloped		\$0.00
211-310-015-6	Undeveloped	Undeveloped		\$0.00
211-310-016-4	Undeveloped	Undeveloped		\$0.00
211-310-017-2	Undeveloped	Undeveloped		\$0.00
211-310-018-0	Undeveloped	Undeveloped		\$0.00
211-310-019-8	Undeveloped	Undeveloped		\$0.00
211-310-020-6	Undeveloped	Undeveloped		\$0.00
211-310-021-4	Undeveloped	Undeveloped		\$0.00
211-310-022-2	HOA	HOA		\$0.00
211-310-023-0	HOA	HOA		\$0.00
211-310-024-8	HOA	HOA		\$0.00
211-320-001-4	Undeveloped	Undeveloped		\$0.00
211-320-002-2	Residential	Developed		\$1,924.40
211-320-003-0	Residential	Developed		\$1,924.40

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2011-12**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-320-004-8	Undeveloped	Undeveloped		\$0.00
211-320-005-5	Undeveloped	Undeveloped		\$0.00
211-320-006-3	Undeveloped	Undeveloped		\$0.00
211-320-007-1	Undeveloped	Undeveloped		\$0.00
211-320-008-9	Undeveloped	Undeveloped		\$0.00
211-320-009-7	Undeveloped	Undeveloped		\$0.00
211-320-010-5	Undeveloped	Undeveloped		\$0.00
211-320-011-3	Undeveloped	Undeveloped		\$0.00
211-320-012-1	Residential	Developed		\$1,924.40
211-320-013-9	Residential	Developed		\$1,924.40
211-320-014-7	Residential	Developed		\$1,924.40
211-320-015-4	Residential	Developed		\$1,924.40
211-320-016-2	Residential	Developed		\$1,924.40
211-320-017-0	Residential	Developed		\$1,924.40
211-320-018-8	Undeveloped	Undeveloped		\$0.00
211-320-019-6	HOA	HOA		\$0.00
211-330-001-2	Undeveloped	Undeveloped		\$0.00
211-330-002-0	Undeveloped	Undeveloped		\$0.00
211-330-003-8	Undeveloped	Undeveloped		\$0.00
211-330-004-6	Undeveloped	Undeveloped		\$0.00
211-330-005-3	Undeveloped	Undeveloped		\$0.00
211-330-006-1	Undeveloped	Undeveloped		\$0.00
211-330-007-9	Undeveloped	Undeveloped		\$0.00
211-330-008-7	Undeveloped	Undeveloped		\$0.00
211-330-009-5	Undeveloped	Undeveloped		\$0.00
211-330-010-3	HOA	HOA		\$0.00
211-330-011-1	HOA	HOA		\$0.00
211-340-001-0	Undeveloped	Undeveloped		\$0.00
211-340-002-8	Undeveloped	Undeveloped		\$0.00
211-340-003-6	Undeveloped	Undeveloped		\$0.00
211-340-004-4	Undeveloped	Undeveloped		\$0.00
211-340-005-1	Undeveloped	Undeveloped		\$0.00
211-340-006-9	Undeveloped	Undeveloped		\$0.00
211-340-007-7	Undeveloped	Undeveloped		\$0.00
211-340-008-5	HOA	HOA		\$0.00
211-340-009-3	HOA	HOA		\$0.00
211-340-010-1	HOA	HOA		\$0.00
211-340-011-9	Undeveloped	Public		\$0.00
211-340-012-7	Undeveloped	Public		\$0.00
211-350-001-7	Undeveloped	Undeveloped		\$0.00
211-350-002-5	Undeveloped	Undeveloped		\$0.00
211-350-003-3	Undeveloped	Undeveloped		\$0.00

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2011-12**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-350-004-1	Residential	Developed		\$1,924.40
211-350-005-8	Residential	Developed		\$1,924.40
211-350-006-6	Residential	Developed		\$1,924.40
211-350-007-4	Undeveloped	Undeveloped		\$0.00
211-350-008-2	Undeveloped	Undeveloped		\$0.00
211-350-009-0	Undeveloped	Undeveloped		\$0.00
211-350-010-8	Undeveloped	Undeveloped		\$0.00
211-350-011-6	Undeveloped	Undeveloped		\$0.00
211-350-012-4	Undeveloped	Undeveloped		\$0.00
211-350-013-2	Undeveloped	Undeveloped		\$0.00
211-350-014-0	Undeveloped	Undeveloped		\$0.00
211-350-015-7	Undeveloped	Undeveloped		\$0.00
211-350-016-5	Undeveloped	Undeveloped		\$0.00
211-350-017-3	Undeveloped	Undeveloped		\$0.00
211-350-018-1	HOA	HOA		\$0.00
211-350-019-9	HOA	HOA		\$0.00
211-350-020-7	HOA	HOA		\$0.00
211-350-021-5	HOA	HOA		\$0.00
211-350-022-3	HOA	HOA		\$0.00
211-360-001-5	Residential	Developed		\$1,924.40
211-360-002-3	Residential	Developed		\$1,924.40
211-360-003-1	Residential	Developed		\$1,924.40
211-360-004-9	Residential	Developed		\$1,924.40
211-360-005-6	Residential	Developed		\$1,924.40
211-360-006-4	Residential	Developed		\$1,924.40
211-360-007-2	Residential	Developed		\$1,924.40
211-360-008-0	Residential	Developed		\$1,924.40
211-360-009-8	Residential	Developed		\$1,924.40
211-360-010-6	Residential	Developed		\$1,924.40
211-360-011-4	Residential	Developed		\$1,924.40
211-360-012-2	Residential	Developed		\$1,924.40
211-360-013-0	Residential	Developed		\$1,924.40
211-360-014-8	Residential	Developed		\$1,924.40
211-360-015-5	Residential	Developed		\$1,924.40
211-360-016-3	Residential	Developed		\$1,924.40
211-360-017-1	Residential	Developed		\$1,924.40
211-360-018-9	Residential	Developed		\$1,924.40
211-360-019-7	Residential	Developed		\$1,924.40
211-360-020-5	Residential	Developed		\$1,924.40
211-360-021-3	Residential	Developed		\$1,924.40
211-360-022-1	Residential	Developed		\$1,924.40
211-360-023-9	Residential	Developed		\$1,924.40

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2011-12**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-360-024-7	Residential	Developed		\$1,924.40
211-360-025-4	Residential	Developed		\$1,924.40
211-360-026-2	Residential	Developed		\$1,924.40
211-360-027-0	Residential	Developed		\$1,924.40
211-360-028-8	Residential	Developed		\$1,924.40
211-360-029-6	Residential	Developed		\$1,924.40
211-360-030-4	Residential	Developed		\$1,924.40
211-360-031-2	Residential	Developed		\$1,924.40
211-360-032-0	Residential	Developed		\$1,924.40
211-360-033-8	Residential	Developed		\$1,924.40
211-360-034-6	Residential	Developed		\$1,924.40
211-360-035-3	Residential	Developed		\$1,924.40
211-360-036-1	Residential	Developed		\$1,924.40
211-360-037-9	Residential	Developed		\$1,924.40
211-360-038-7	Residential	Developed		\$1,924.40
211-360-039-5	Residential	Developed		\$1,924.40
211-360-040-3	Residential	Developed		\$1,924.40
211-360-041-1	Residential	Developed		\$1,924.40
211-360-042-9	Residential	Developed		\$1,924.40
211-360-043-7	Residential	Developed		\$1,924.40
211-360-044-5	HOA	HOA		\$0.00
211-360-045-2	HOA	HOA		\$0.00
211-360-046-0	HOA	HOA		\$0.00
211-360-047-8	HOA	HOA		\$0.00
211-360-050-2	HOA	HOA		\$0.00
211-360-049-4	HOA	HOA		\$0.00
211-370-001-3	Residential	Developed		\$1,924.40
211-370-002-1	Residential	Developed		\$1,924.40
211-370-003-9	Residential	Developed		\$1,924.40
211-370-004-7	Residential	Developed		\$1,924.40
211-370-005-4	Residential	Developed		\$1,924.40
211-370-006-2	Residential	Developed		\$1,924.40
211-370-007-0	Residential	Developed		\$1,924.40
211-370-008-8	Residential	Developed		\$1,924.40
211-370-009-6	Residential	Developed		\$1,924.40
211-370-010-4	Residential	Developed		\$1,924.40
211-370-011-2	Residential	Developed		\$1,924.40
211-370-012-0	Residential	Developed		\$1,924.40
211-370-013-8	Residential	Developed		\$1,924.40
211-370-014-6	Residential	Developed		\$1,924.40
211-370-015-3	Residential	Developed		\$1,924.40
211-370-016-1	Residential	Developed		\$1,924.40

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2011-12**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-370-017-9	Residential	Developed		\$1,924.40
211-370-018-7	Undeveloped	Undeveloped		\$0.00
211-370-019-5	Residential	Developed		\$1,924.40
211-370-020-3	Residential	Developed		\$1,924.40
211-370-021-1	Residential	Developed		\$1,924.40
211-370-022-9	Residential	Developed		\$1,924.40
211-370-023-7	Residential	Developed		\$1,924.40
211-370-024-5	Residential	Developed		\$1,924.40
211-370-025-2	Prepaid	Prepaid		\$0.00 /1
211-370-026-0	Residential	Developed		\$1,924.40
211-370-027-8	Undeveloped	Undeveloped		\$0.00
211-370-028-6	Undeveloped	Undeveloped		\$0.00
211-370-029-4	Residential	Developed		\$1,924.40
211-370-030-2	Undeveloped	Undeveloped		\$0.00
211-370-031-0	Residential	Developed		\$1,924.40
211-370-032-8	Residential	Developed		\$1,924.40
211-370-033-6	Prepaid	Prepaid		\$0.00 /1
211-370-034-4	Residential	Developed		\$1,924.40
211-370-035-1	Residential	Developed		\$1,924.40
211-370-036-9	Residential	Developed		\$1,924.40
211-370-037-7	Prepaid	Prepaid		\$0.00 /1
211-370-038-5	Prepaid	Prepaid		\$0.00 /1
211-370-039-3	Residential	Developed		\$1,924.40
211-370-040-1	Residential	Developed		\$1,924.40
211-370-041-9	Residential	Developed		\$1,924.40
211-370-042-7	Residential	Developed		\$1,924.40
211-370-043-5	Residential	Developed		\$1,924.40
211-370-044-3	Undeveloped	Undeveloped		\$0.00
211-370-045-0	Residential	Developed		\$1,924.40
211-370-046-8	Residential	Developed		\$1,924.40
211-370-047-6	Residential	Developed		\$1,924.40
211-370-048-4	Residential	Developed		\$1,924.40
211-370-049-2	Residential	Developed		\$1,924.40
211-370-050-0	Residential	Developed		\$1,924.40
211-370-051-8	Residential	Developed		\$1,924.40
211-370-052-6	Residential	Developed		\$1,924.40
211-370-053-4	Residential	Developed		\$1,924.40
211-370-054-2	Residential	Developed		\$1,924.40
211-370-055-9	Prepaid	Prepaid		\$0.00 /1
211-370-056-7	Residential	Developed		\$1,924.40
211-370-057-5	Residential	Developed		\$1,924.40
211-370-058-3	Residential	Developed		\$1,924.40

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2011-12**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-370-059-1	HOA	HOA		\$0.00
211-370-060-9	HOA	HOA		\$0.00
211-370-061-7	HOA	HOA		\$0.00
211-370-062-5	HOA	HOA		\$0.00
211-370-063-3	HOA	HOA		\$0.00
211-370-064-1	HOA	HOA		\$0.00
211-370-065-8	HOA	HOA		\$0.00
211-380-001-1	Undeveloped	Undeveloped		\$0.00
211-380-002-9	Residential	Developed		\$1,924.40
211-380-003-7	Undeveloped	Undeveloped		\$0.00
211-380-004-5	Residential	Developed		\$1,924.40
211-380-005-2	Residential	Developed		\$1,924.40
211-380-006-0	Residential	Developed		\$1,924.40
211-380-007-8	Residential	Developed		\$1,924.40
211-380-008-6	Residential	Developed		\$1,924.40
211-380-009-4	Residential	Developed		\$1,924.40
211-380-010-2	Residential	Developed		\$1,924.40
211-380-011-0	Residential	Developed		\$1,924.40
211-380-012-8	Residential	Developed		\$1,924.40
211-380-013-6	Residential	Developed		\$1,924.40
211-380-014-4	Residential	Developed		\$1,924.40
211-380-015-1	Residential	Developed		\$1,924.40
211-380-016-9	Residential	Developed		\$1,924.40
211-380-017-7	Residential	Developed		\$1,924.40
211-380-018-5	Undeveloped	Undeveloped		\$0.00
211-380-019-3	Undeveloped	Undeveloped		\$0.00
211-380-020-1	Residential	Developed		\$1,924.40
211-380-021-9	Undeveloped	Undeveloped		\$0.00
211-380-022-7	Residential	Developed		\$1,924.40
211-380-023-5	Residential	Developed		\$1,924.40
211-380-024-3	Undeveloped	Undeveloped		\$0.00
211-380-025-0	Undeveloped	Undeveloped		\$0.00
211-380-026-8	Undeveloped	Undeveloped		\$0.00
211-380-027-6	Undeveloped	Undeveloped		\$0.00
211-380-028-4	Undeveloped	Undeveloped		\$0.00
211-380-029-2	Undeveloped	Undeveloped		\$0.00
211-380-030-0	Undeveloped	Undeveloped		\$0.00
211-380-031-8	Undeveloped	Undeveloped		\$0.00
211-380-032-6	Undeveloped	Undeveloped		\$0.00
211-380-033-4	Undeveloped	Undeveloped		\$0.00
211-380-034-2	Undeveloped	Undeveloped		\$0.00
211-380-035-9	Undeveloped	Undeveloped		\$0.00

**County of Contra Costa**  
**Community Facilities District No. 2001-1**  
**(Norris Canyon)**  
**Special Tax Levy for Fiscal Year 2011-12**

Assessor's Parcel Number	Type of Property	Status of Development	Taxable Acres	Special Tax
211-380-036-7	Undeveloped	Undeveloped		\$0.00
211-380-037-5	Undeveloped	Undeveloped		\$0.00
211-380-038-3	Undeveloped	Undeveloped		\$0.00
211-380-039-1	Undeveloped	Undeveloped		\$0.00
211-380-040-9	HOA	HOA		\$0.00
211-380-041-7	HOA	HOA		\$0.00
211-380-042-5	HOA	HOA		\$0.00
211-380-043-3	HOA	HOA		\$0.00
211-380-044-1	HOA	HOA		\$0.00
211-380-045-8	HOA	HOA		\$0.00
211-380-046-6	HOA	HOA		\$0.00
211-380-047-4	HOA	HOA		\$0.00
211-380-048-2	HOA	HOA		\$0.00
211-380-049-0	Undeveloped	Public		\$0.00
<b>Total Special Tax Levy</b>				<b>\$504,192.80</b>

/1 This parcel has prepaid its special tax obligation and is no longer subject to the special tax.

*Goodwin Consulting Group, Inc.*

## **APPENDIX C**

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### ***Rate and Method of Apportionment of Special Tax***

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**COUNTY OF CONTRA COSTA  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
(NORRIS CANYON)**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

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A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2001-1 (herein "CFD No. 2001-1") shall be levied and collected according to the tax liability determined by the Board of Supervisors of the County of Contra Costa or its designee, as described below. All of the property in CFD No. 2001-1, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Acre or Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, or other recorded County parcel map.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees and expenses of its counsel) employed in connection with any Bonds; any costs associated with the marketing or remarketing of the Bonds; the expenses of the Administrator and the County in carrying out their respective duties under any fiscal agent agreement, indenture or resolution with respect to the Bonds or CFD No. 2001-1, including, but not limited to, the levy and collection of the Special Tax, the fees and expenses of legal counsel, charges levied by the County or any division or office thereof in connection with the levy and collection of Special Taxes, audits, continuing disclosure or other amounts needed to pay arbitrage rebate to the federal government with respect to Bonds; costs associated with complying with continuing disclosure requirements; costs associated with responding to public inquiries regarding Special Tax levies and appeals; attorneys' fees and other costs associated with commencement or pursuit of foreclosure for delinquent Special Taxes; costs associated with overhead expense allocations to CFD No. 2001-1; and all other costs and expenses of the County, the Administrator, and any fiscal agent, escrow agent or trustee related to the administration of CFD No. 2001-1.

**"Administrator"** shall mean the person or firm designated by the Board to administer the Special Tax according to this Rate and Method of Apportionment of Special Tax.

**“Annual Interest Component”** means the total amount of interest on Bonds in the calendar year commencing in such Fiscal Year.

**“Assessor's Parcel”** or **“Parcel”** means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**“Assessor's Parcel Map”** means an official map of the County Assessor of the County of Contra Costa designating parcels by Assessor's Parcel Number.

**“Bonds”** means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 2001-1 under the Act.

**“Board”** means the Board of Supervisors of the County of Contra Costa.

**“Capitalized Interest”** means funds in any capitalized interest account available to pay debt service on Bonds issued by CFD No. 2001-1.

**“Capitalized Interest Requirement”** means the least of: i) the Annual Interest Component, ii) the difference between the Special Tax Requirement and the amount determined pursuant to Step 1 of Section E hereof, or iii) the amount of Capitalized Interest available.

**“County”** means the County of Contra Costa.

**“Developed Property”** means Taxable Property for which a building permit for construction was issued prior to June 1 of the preceding Fiscal Year.

**“Fiscal Year”** means the period starting July 1 and ending on the following June 30.

**“Homeowners' Association Property”** means any property within the boundaries of CFD No. 2001-1 which is owned by a homeowners' or property owners' association.

**“Land Use Class”** means one of the defined land use categories for which a specific Maximum Special Tax is identified in Table 1 in Section C below.

**“Maximum Special Tax”** means the maximum amount of Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year.

**“Other Property”** means Developed Property which is not Residential Property, Public Property, or Homeowners' Association Property.

**“Planned Units”** means the number of individual residential units that were expected to be constructed on property within CFD No. 2001-1 as shown in Attachment 1.

**“Proportionately”** means, for Residential Property and Other Property, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that

Fiscal Year is equal for all Assessor's Parcels of Residential Property and Other Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Undeveloped Property. For Homeowners' Association Property and nonexempt Public Property, "Proportionately" means that the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor's Parcels of Homeowners' Association Property and Public Property.

**"Public Property"** means any property within the boundaries of CFD No. 2001-1 that is owned by or irrevocably offered for dedication to the federal government, State of California or other local governments or public agencies.

**"Residential Property"** means, in any Fiscal Year, any Parcel of Developed Property for the construction of a residential structure which is not Homeowners' Association Property or Public Property.

**"Special Tax"** means a special tax levied in any Fiscal Year that will be used to pay the Special Tax Requirement, as defined below.

**"Special Tax Requirement"** means the total amount needed each Fiscal Year to (i) pay principal and interest on Bonds in the calendar year commencing in such Fiscal Year, (ii) create or replenish reserve funds, (iii) cure any delinquencies in the payment of principal or interest on indebtedness of CFD No. 2001-1 which have occurred in the prior Fiscal Year or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected, (iv) pay Administrative Expenses.

**"Taxable Property"** means all of the Assessor's Parcels within the boundary of CFD No. 2001-1 which are not exempt from the Special Tax pursuant to law or Section G below.

**"Tentative Map"** means the tentative map for Norris Canyon Estates approved by the Board in August 1997.

**"Undeveloped Property"** means any Parcel of Taxable Property within CFD No. 2001-1 for which a building permit has not been issued prior to June 1 of the preceding Fiscal Year.

## **B. ASSIGNMENT TO LAND USE CLASS**

Each Fiscal Year, the Administrator shall categorize each parcel of property in CFD No. 2001-1 as Developed Property or Undeveloped Property, and Parcels of Developed Property shall be further identified as either Residential Property, Other Property, Homeowners' Association Property or Public Property. For each Parcel of Other Property within the CFD, the Administrator shall determine how many Planned Units had been expected on the Parcel in order to assign the Maximum Special Tax pursuant to Section C below.

**C.     MAXIMUM SPECIAL TAX**

Pursuant to Section 53321 (d) of the Act, a Maximum Special Tax must be established as a specific dollar amount before a Parcel is first subject to the tax when in private residential use. The following maximum rates shall apply to all Parcels of Taxable Property within CFD No. 2001-1 for each Fiscal Year in which the Special Tax is collected:

<b><u>TABLE 1</u></b> <b>MAXIMUM SPECIAL TAX</b> <b>(Fiscal Year 2001-02)</b>		
<b>Land Use Class</b>	<b>Description</b>	<b>Maximum Special Tax (Fiscal Year 2001-02)</b>
1	Residential Property	\$2,100 per Parcel
2	Other Property	\$2,100 per Planned Unit of the Parcel before it became Other Property
3	Undeveloped Property	\$3,360 per Acre

Pursuant to Section 53321 (d) of the Act, the Special Tax levied against a Parcel used for private residential purposes shall under no circumstances increase more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Parcel or Parcels and shall, in no event, exceed the Maximum Special Tax in effect for the Fiscal Year in which the Special Tax is being levied.

**D.     MANDATORY PREPAYMENT OF SPECIAL TAX RESULTING FROM TENTATIVE MAP REVISIONS**

It is possible that a revision in the Tentative Map could result in less Special Tax revenue being available from the CFD. To preclude this result, after CFD No. 2001-1 has been formed, the County shall apply the following steps for every proposed Tentative Map revision:

***Step 1:***           The County or its designee shall calculate the Maximum Special Tax revenues that could be collected from the property affected by the proposed Tentative Map revision (the “Affected Property”) prior to the revision being approved;

- Step 2:** The County or its designee shall calculate the Maximum Special Tax revenues that could be collected from the Affected Property if the Tentative Map revision is approved;
- Step 3:** If the amount determined in Step 2 is higher than that calculated in Step 1, the Tentative Map revision may be approved without prepayment of the Special Tax. If the revenues calculated in Step 2 are less than those calculated in Step 1, the County may not approve the Tentative Map revision unless the landowner requesting the Tentative Map revision prepays a portion of the Special Tax obligation that would have applied to the Affected Property prior to approval of the revision in an amount sufficient to retire a portion of the Bonds and maintain 110% coverage on the Bonds' debt service with the reduced Maximum Special Tax revenues that will result after the Tentative Map revision is approved. The required prepayment shall be calculated using the formula set forth in Section H below. Property owners wishing to prepay the Special Tax as a result of a Tentative Map revision cannot be delinquent on past Special Taxes on the Affected Property.

#### **E. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX**

Commencing with Fiscal Year 2001-02 and for each following Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year. The Special Tax shall then be levied as follows:

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Residential Property and Other Property up to 100% of the Maximum Special Tax up to the Special Tax Requirement for each Land Use Class for such Fiscal Year as determined pursuant to Section C. The Maximum Special Tax for a Parcel of Other Property shall be the total Maximum Special Taxes for the Planned Units that the Other Property replaced, as determined by the Administrator;
- Step 2:** Determine the Capitalized Interest Requirement, if any, and add it to the amount levied under Step 1;
- Step 3:** If the total of the Capitalized Interest Requirement and the amount levied under Step 1 is less than the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property within the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;
- Step 4:** If additional monies are needed after applying the first three steps, the Special Tax shall be levied Proportionately on each Parcel of Homeowners' Association Property and Public Property which originally had Planned Units, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C.

## **F. MANNER OF COLLECTION**

The Special Taxes for CFD No. 2001-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below (and may be required in the case of Tentative Map revisions) and provided further that the County may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid and authorized facilities to be constructed directly from Special Taxes proceeds have been completed. However, in no event shall a Special Taxes be levied after Fiscal Year 2039-2040.

## **G. EXEMPTIONS**

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Taxes shall be levied on Public Property, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

## **H. PREPAYMENT OF SPECIAL TAX**

The following definitions apply to this Section H:

**"Future Facilities Costs"** means the Public Facilities Requirements (as defined below) minus public facility costs funded by Previously Issued Bonds, interest earnings on the construction fund actually earned prior to the date of prepayment, Special Taxes, developer equity, and/or any other source of funding.

**"Outstanding Bonds"** means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of **"Outstanding Bonds"** for purposes of this prepayment formula.

**"Previously Issued Bonds"** means all Bonds that have been issued by CFD No. 2001-1 prior to the date of prepayment.

**"Public Facilities Requirements"** means either \$5,900,000 in 2001 dollars, which shall increase by three percent (3%) on January 1, 2002, and on each January 1 thereafter, or such lower number as shall be determined by the County as sufficient to fund public facilities to be provided by CFD No. 2001-1 under the authorized bonding program for CFD No. 2001-1.

The Special Tax obligation applicable to an Assessor's Parcel in CFD No. 2001-1 may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the County with written notice of intent to prepay. Within 30 days of receipt of such written notice, the County shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 75 days prior to any interest payment date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Future Facilities Amount
plus	Redemption Premium
plus	Defeasance
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1:** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the County.
- Step 2:** Divide the Maximum Special Tax computed pursuant to Step 1 for such Assessor's Parcel by the lesser of (i) the Maximum Special Tax revenues that could be collected in that Fiscal Year from property in the entire CFD, or (ii) the Maximum Special Tax revenues that could be generated at buildout of property in the CFD based on anticipated land uses at the time the prepayment is calculated.
- Step 3:** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid. (*the "Bond Redemption Amount"*).
- Step 4:** Compute the current Future Facilities Costs.
- Step 5:** Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Future Facilities Costs to be prepaid (*the "Future Facilities Amount"*).

- Step 6:** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "Redemption Premium"*).
- Step 7:** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8 and 9 of this prepayment formula will not apply.
- Step 8:** Compute the amount of interest the County reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 9:** Take the amount computed pursuant to Step 7 and subtract the amount computed pursuant to Step 8 (*the "Defeasance"*).
- Step 10:** The administrative fees and expenses of CFD No. 2001-1 are as calculated by the County and include the costs of computation of the prepayment, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (*the "Administrative Fees and Expenses"*).
- Step 11:** A reserve fund credit shall be calculated as the reduction, if any, in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (*the "Reserve Fund Credit"*).
- Step 12:** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (*the "Prepayment Amount"*).



## **APPENDIX D**

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### ***Boundary Map of Community Facilities District No. 2001-1***

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# EXHIBIT "A" PROPOSED BOUNDARIES OF COUNTY OF CONTRA COSTA COMMUNITY FACILITIES DISTRICT NO. 2001-1

(NORRIS CANYON)  
CONTRA COSTA COUNTY, CALIFORNIA  
APRIL, 2001 SCALE 1"=500'



**BASIS OF BEARING**  
THE BASIS OF BEARING SHOWN HEREON ARE BASED UPON TWO FOUND COUNTY LINE MONUMENTS TYPE "B" #70 & #70-1 AS SHOWN ON THE PARCEL MAP OF SUBDIVISION M-S 135-74 RECORDED IN BOOK 41 OF PARCEL MAPS AT PAGE 21 THE BEARING BEING N 44°35'45" W CALIFORNIA COORDINATE SYSTEM, ZONE 3, (CCS 27).

1. FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

CLERK OF THE BOARD OF SUPERVISORS

2. I HEREBY CERTIFY THAT THE MAP SHOWING PROPOSED BOUNDARIES OF COUNTY OF CONTRA COSTA COMMUNITY FACILITIES DISTRICT NO. 2001-1 (NORRIS CANYON), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA, AT A MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001, BY ITS RESOLUTION NO. \_\_\_\_\_

CLERK OF THE BOARD OF SUPERVISORS

3. I FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER AT THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

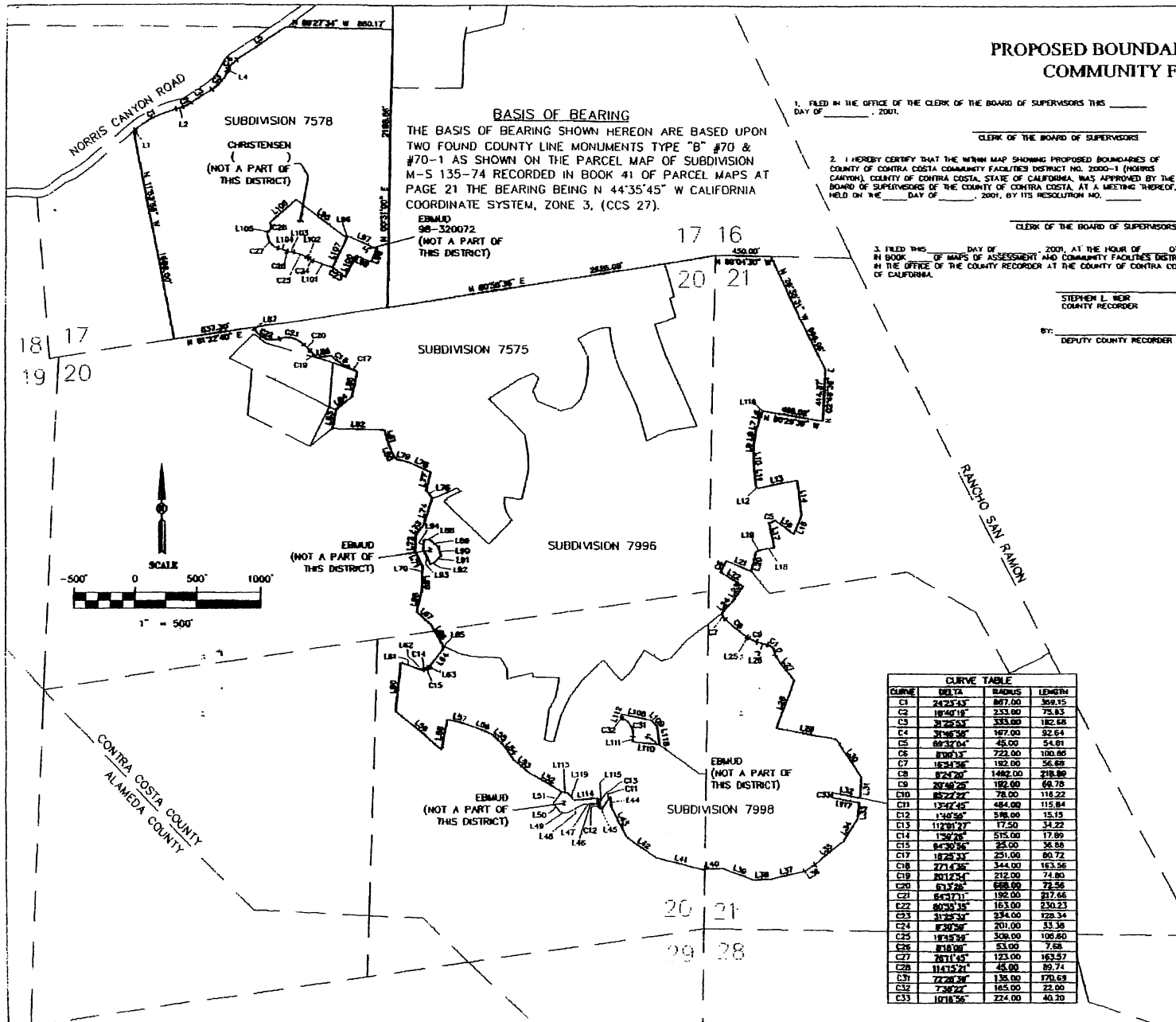
STEPHEN L. MOIR  
COUNTY RECORDER

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	17.34	N00°23'07"E	L56	236.73	N10°56'22"E
L2	34.46	N74°48'30"E	L57	448.57	N02°54'58"W
L3	108.33	N54°04'31"E	L58	262.30	N02°54'58"W
L4	27.80	N44°40'30"E	L59	178.30	N70°43'02"E
L5	457.37	N08°22'36"E	L60	15.00	N42°21'50"E
L6	85.18	N21°28'17"E	L61	15.00	N07°51'48"E
L7	86.37	N15°21'36"E	L62	15.00	N07°51'48"E
L8	82.11	N50°45'47"E	L63	15.00	N07°51'48"E
L9	86.82	N07°48'17"E	L64	15.00	N07°51'48"E
L10	86.25	N02°18'47"W	L65	15.00	N07°51'48"E
L11	165.75	N05°48'40"W	L66	161.30	N13°24'26"E
L12	27.39	N05°18'06"W	L67	96.45	N05°18'06"W
L13	322.68	N02°10'45"E	L68	78.10	N05°18'06"W
L14	978.18	N07°10'27"E	L69	124.35	N08°14'56"W
L15	157.61	N04°10'34"E	L70	130.88	N08°14'56"W
L16	180.10	N03°12'06"E	L71	83.14	N03°12'06"E
L17	203.10	N02°36'35"W	L72	224.05	N18°25'40"E
L18	89.45	N04°52'30"E	L73	83.36	N18°25'40"E
L19	56.43	N07°18'45"E	L74	138.46	N14°42'57"E
L20	157.23	N03°11'28"E	L75	185.19	N04°11'13"E
L21	218.87	N07°40'17"E	L76	115.62	N15°20'08"E
L22	211.01	N09°40'04"W	L77	128.71	N15°20'08"E
L23	136.44	N45°52'36"E	L78	408.27	N08°22'46"W
L24	140.05	N42°44'04"E	L79	151.76	N11°18'56"E
L25	22.87	N50°41'40"W	L80	155.23	N52°12'21"E
L26	80.27	N76°31'05"W	L81	211.60	N11°21'06"E
L27	248.13	N59°30'58"W	L82	121.23	N03°44'36"E
L28	408.20	N41°25'03"E	L83	15.67	N15°40'13"E
L29	484.72	N00°28'14"E	L84	53.28	N07°37'54"E
L30	365.03	N33°50'58"W	L85	80.25	N50°00'00"E
L31	155.78	N01°30'51"E	L86	78.51	N41°21'18"E
L32	228.14	N07°55'28"W	L87	68.31	N41°21'18"E
L33	152.60	N06°48'12"E	L88	33.08	N01°51'47"E
L34	209.94	N32°50'40"E	L89	125.58	N03°04'30"E
L35	283.97	N01°23'48"E	L90	78.77	N03°04'30"E
L36	97.40	N08°23'17"E	L91	502.88	N57°06'17"E
L37	286.77	N77°28'02"E	L92	17.73	N02°50'02"E
L38	135.67	N07°24'30"E	L93	251.78	N06°31'43"E
L39	270.88	N09°48'11"E	L94	115.52	N24°38'13"E
L40	161.28	N07°01'20"E	L95	128.13	N04°52'20"E
L41	376.42	N75°56'25"E	L96	181.51	N05°13'07"E
L42	291.86	N42°31'11"E	L97	162.73	N07°15'04"E
L43	285.41	N02°48'28"W	L98	28.31	N02°48'28"W
L44	76.03	N04°32'06"W	L99	28.31	N02°48'28"W
L45	32.00	N04°09'28"W	L100	56.05	N00°28'58"E
L46	7.41	N05°30'00"E	L101	73.91	N17°08'50"E
L47	111.98	N05°12'51"E	L102	4.31	N04°02'50"E
L48	151.28	N02°48'27"E	L103	281.08	N49°21'13"E
L49	54.81	N07°55'47"E	L104	268.36	N02°13'01"E
L50	83.47	N38°11'29"W	L105	236.03	N77°41'53"E
L51	111.69	N46°50'18"E	L106	83.00	N46°50'18"E
L52	290.51	N61°24'19"E	L107	215.40	N04°46'50"E
L53	179.06	N50°15'40"W	L108	36.77	N02°50'02"E
L54	143.17	N33°42'00"W	L109	32.00	N02°50'02"E
L55	106.58	N48°22'58"W	L110	48.00	N02°50'02"E
L56	103.48	N68°21'49"E	L111	181.28	N04°11'48"E
L57	186.61	N74°28'19"E	L112	34.37	N05°30'00"E
L113	7.39	N77°50'00"E	L114	229.80	N77°50'00"E
L115	142.00	S09°23'24"E	L116	75.00	S41°58'17"E

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	242°43'	867.00	368.15
C2	18°40'18"	233.00	75.83
C3	3°22'53"	333.00	182.68
C4	3°16'36"	167.00	92.64
C5	88°32'04"	45.00	54.91
C6	10°13'13"	723.00	100.05
C7	16°34'28"	192.00	56.89
C8	8°25'20"	1482.00	218.98
C9	28°46'25"	192.00	68.78
C10	85°22'22"	78.00	118.22
C11	12°47'45"	484.00	115.84
C12	1°40'56"	518.00	15.15
C13	112°01'21"	17.50	34.23
C14	1°50'27"	515.00	17.89
C15	84°30'56"	25.00	36.88
C16	18°28'33"	231.00	80.72
C17	27°14'35"	344.00	183.36
C18	8°13'24"	212.00	74.80
C19	8°13'24"	688.00	72.56
C20	8°13'24"	192.00	217.66
C21	80°33'35"	163.00	230.23
C22	31°28'33"	534.00	728.34
C23	8°30'26"	201.00	53.36
C24	18°35'58"	308.00	106.80
C25	8°18'06"	53.00	7.68
C26	26°11'45"	123.00	163.57
C27	11°42'51"	45.00	89.74
C28	72°28'38"	138.00	170.61
C29	7°36'22"	165.00	22.00
C30	10°18'56"	224.00	40.20

SHEET 1 OF 1 SHEETS



\\Proserve\techstorage\projects\norris canyon\7998\dwg\Overall Boundary.dwg 5-10-01 09:07:18 AM dresb2

## **APPENDIX E**

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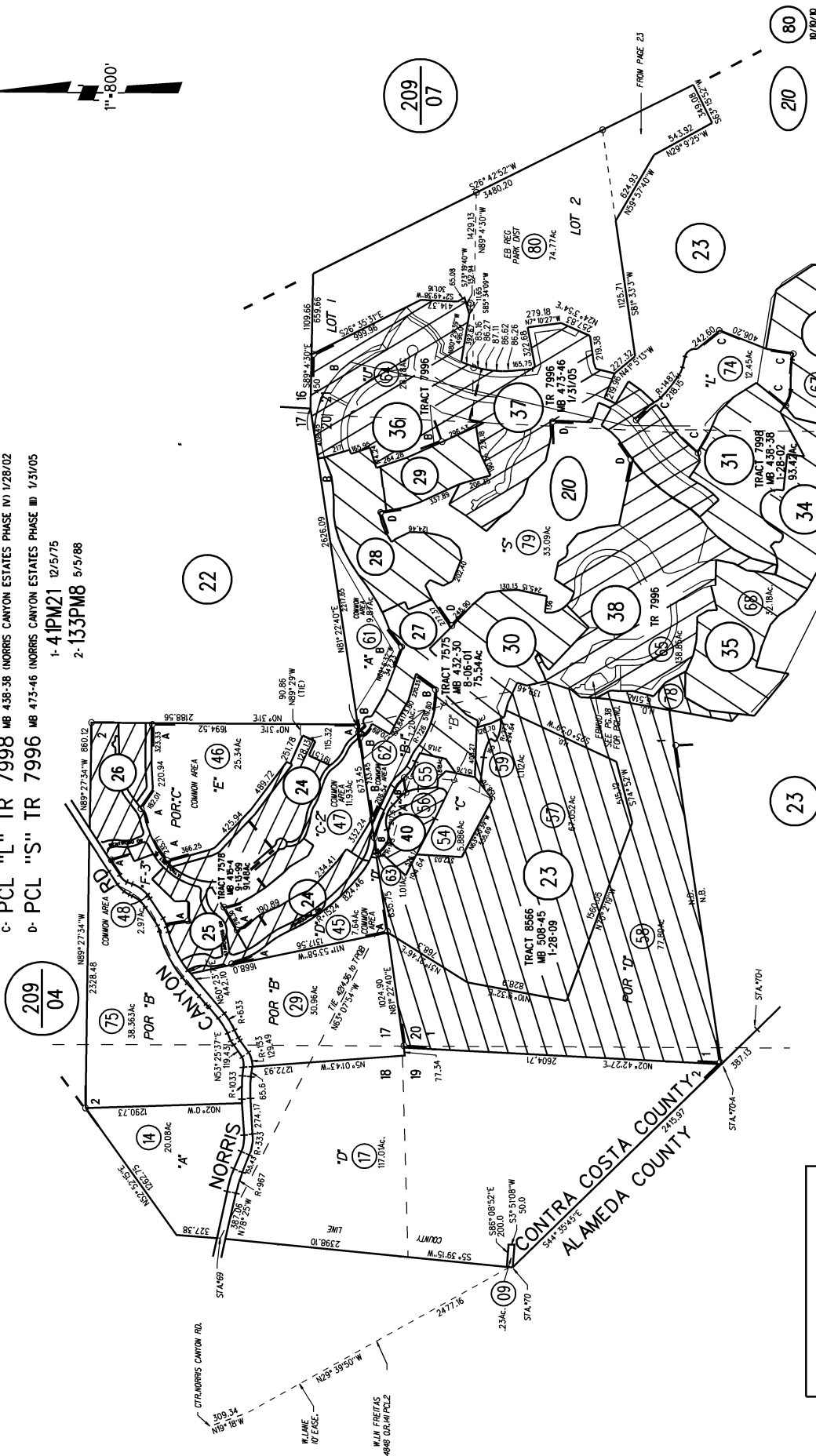
### ***Assessor's Parcel Maps for Fiscal Year 2011-12***

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POR SEC 17,18,19,20&21 T2S R1W MDBM

- A- POR TRACT 7578 MB 415-4 (NORRIS CANYON ESTATES) 9/13/99
- B- POR TRACT 7575 MB 432-30 (NORRIS CANYON ESTATES) 8/6/01
- C- PCL "L" TR 7998 MB 438-38 (NORRIS CANYON ESTATES PHASE IV) 1/28/02
- D- PCL "S" TR 7996 MB 473-46 (NORRIS CANYON ESTATES PHASE III) 1/31/05

1- 41PM21 12/5/75  
2- 133PM8 5/5/88

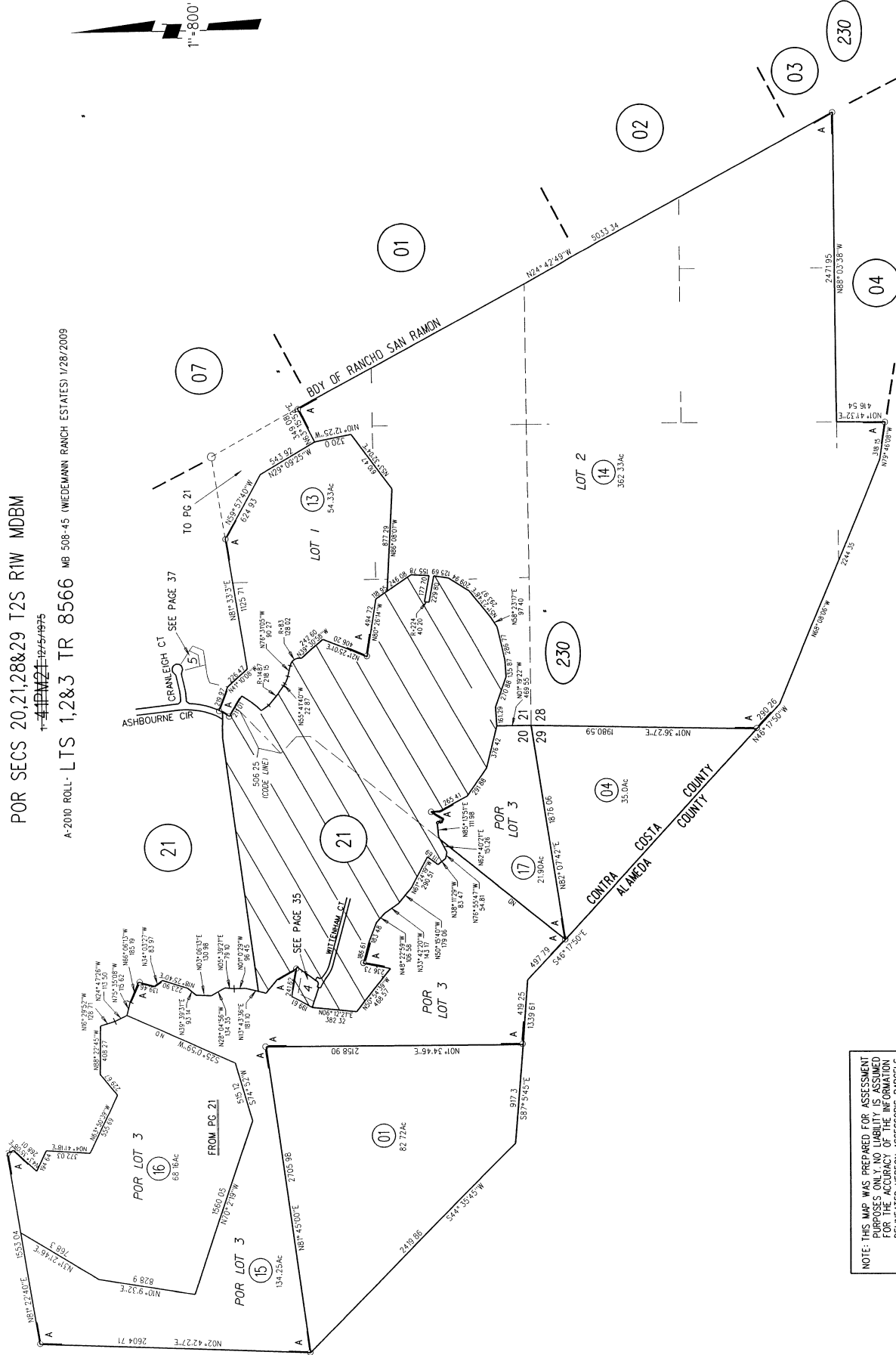


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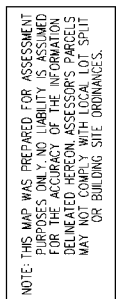
POR SECS 20,21,28&29 T2S R1W MDBM

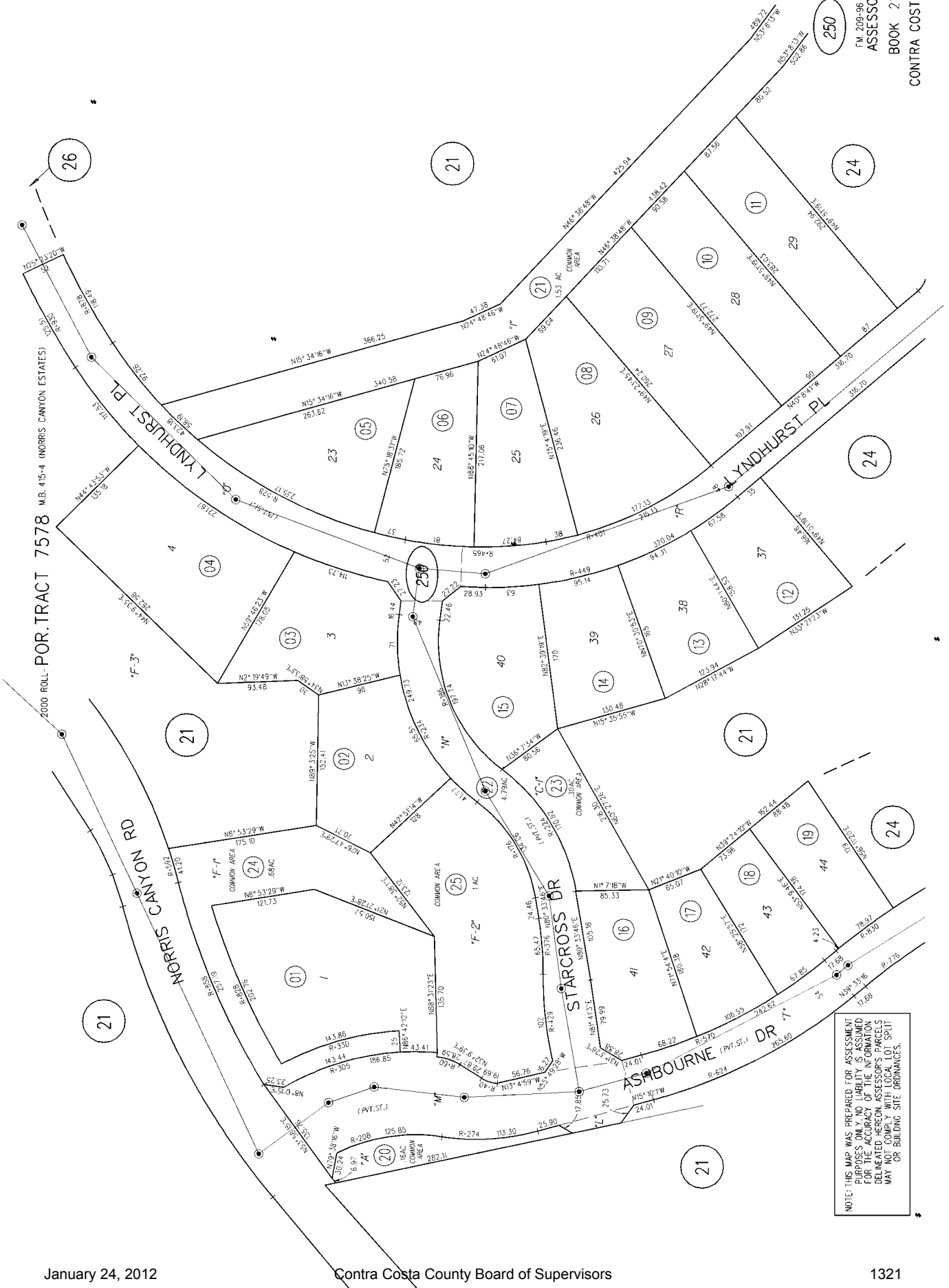
12/25/1995

A-2010 ROLL- LITS 1,2&3 TR 8566 MB 508-45 (WIEDEMANN RANCH ESTATES) 1/28/2009



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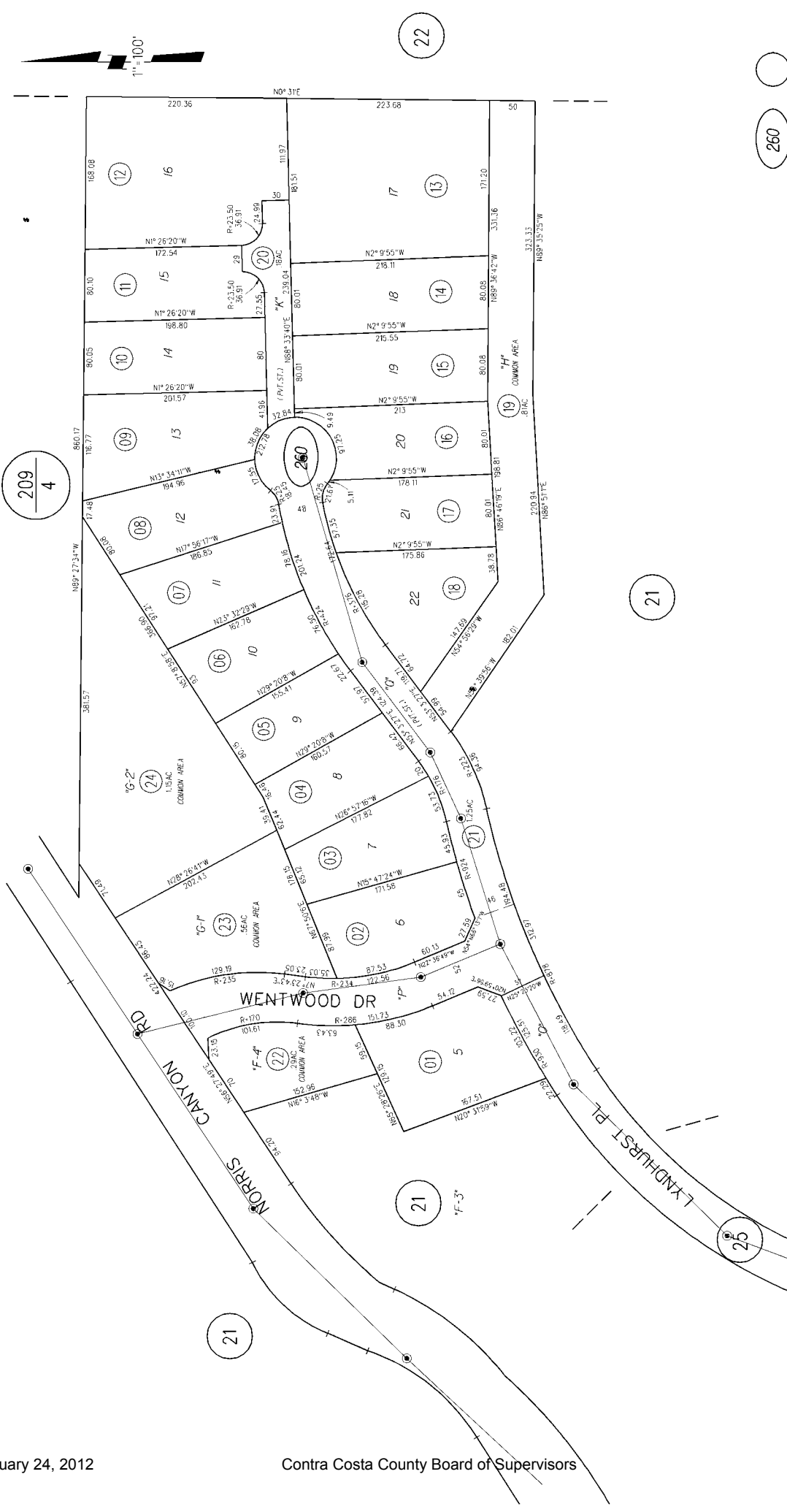


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250

FM 2009-06 01-17-02 1/4  
ASSESSOR'S MAP  
BOOK 211 PAGE 25  
CONTRA COSTA COUNTY, CALIF.

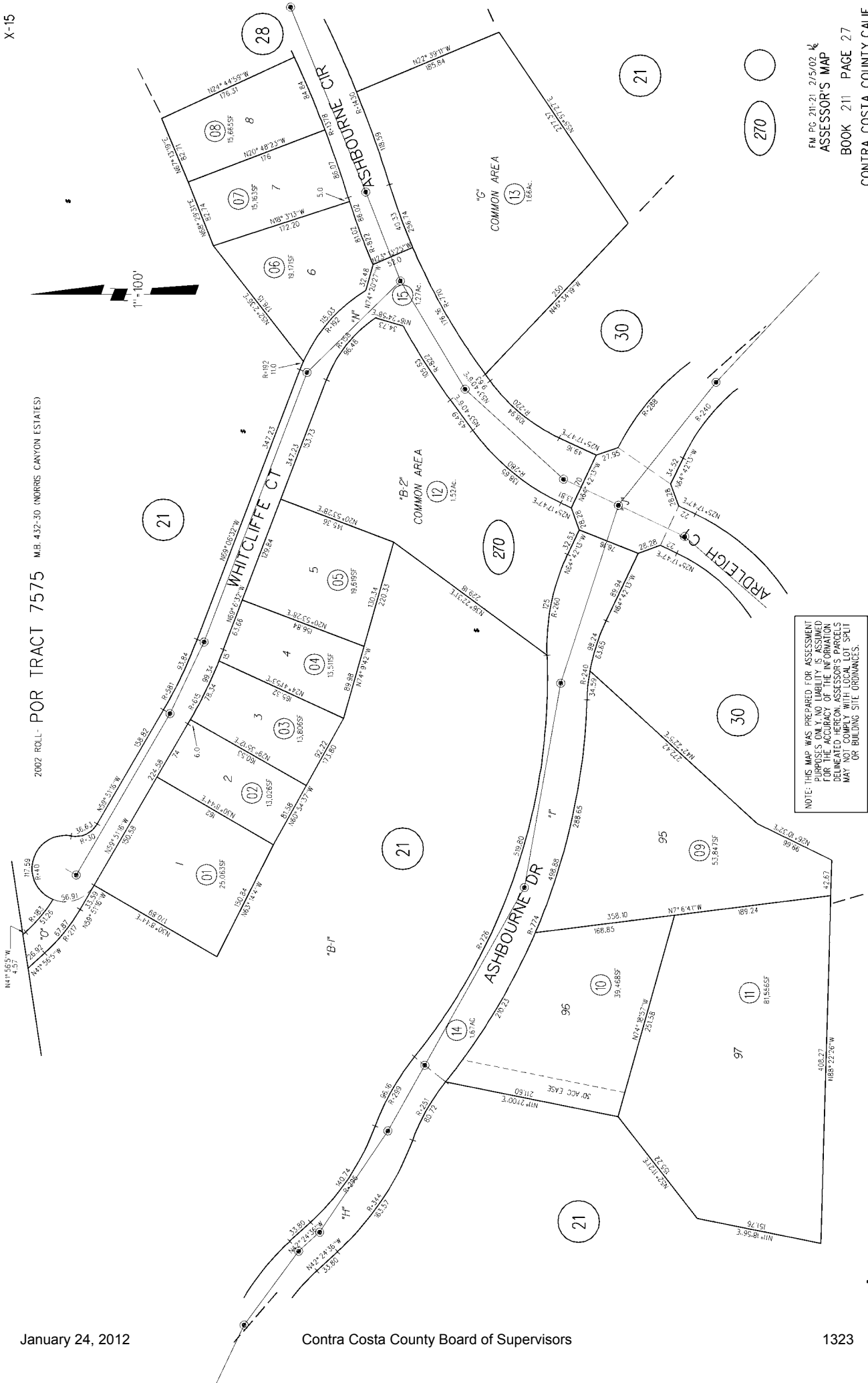
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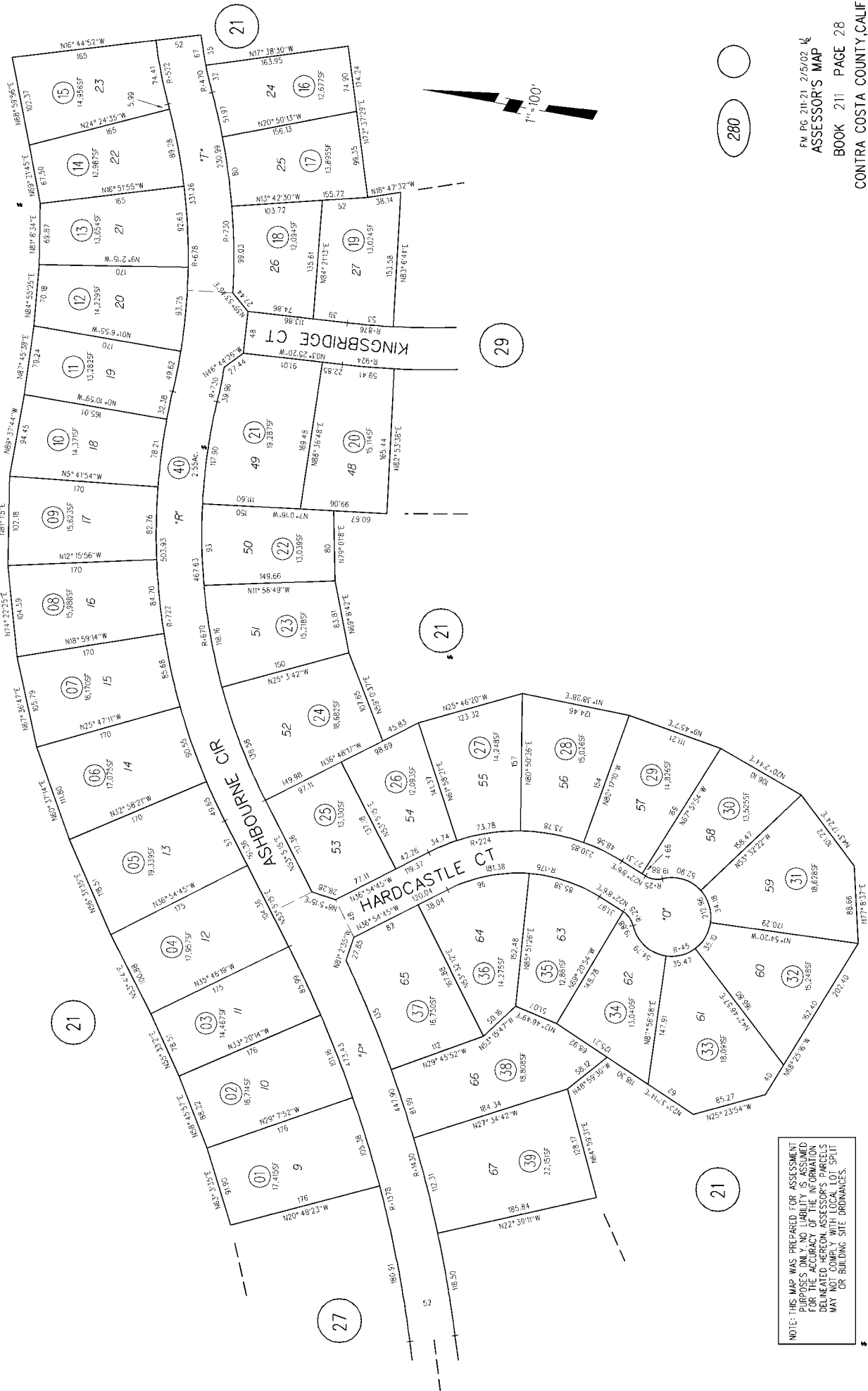


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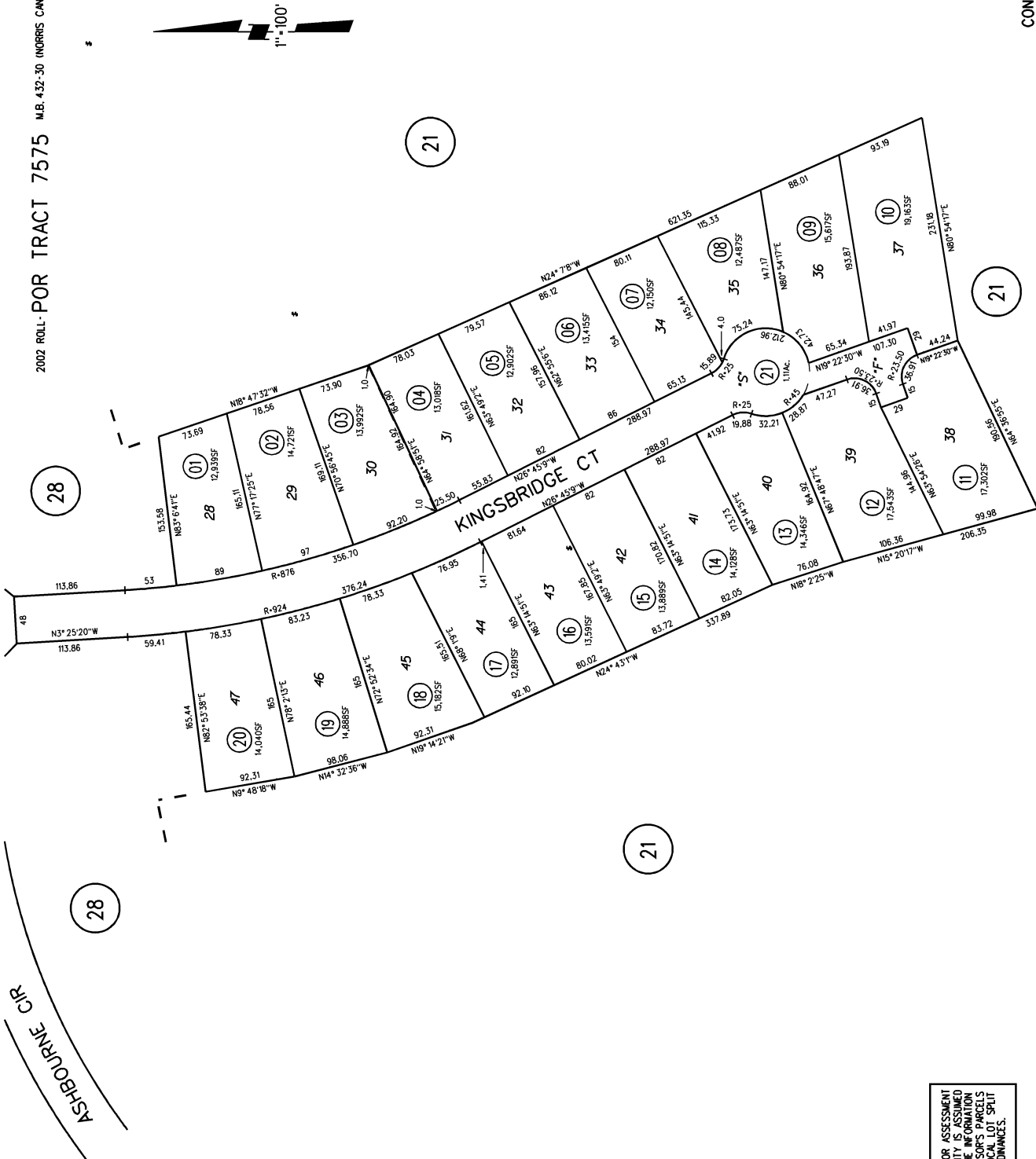


2002 ROLL - POR TRACT 7575 M.B. 432-30 (NORRIS CANYON ESTATES)





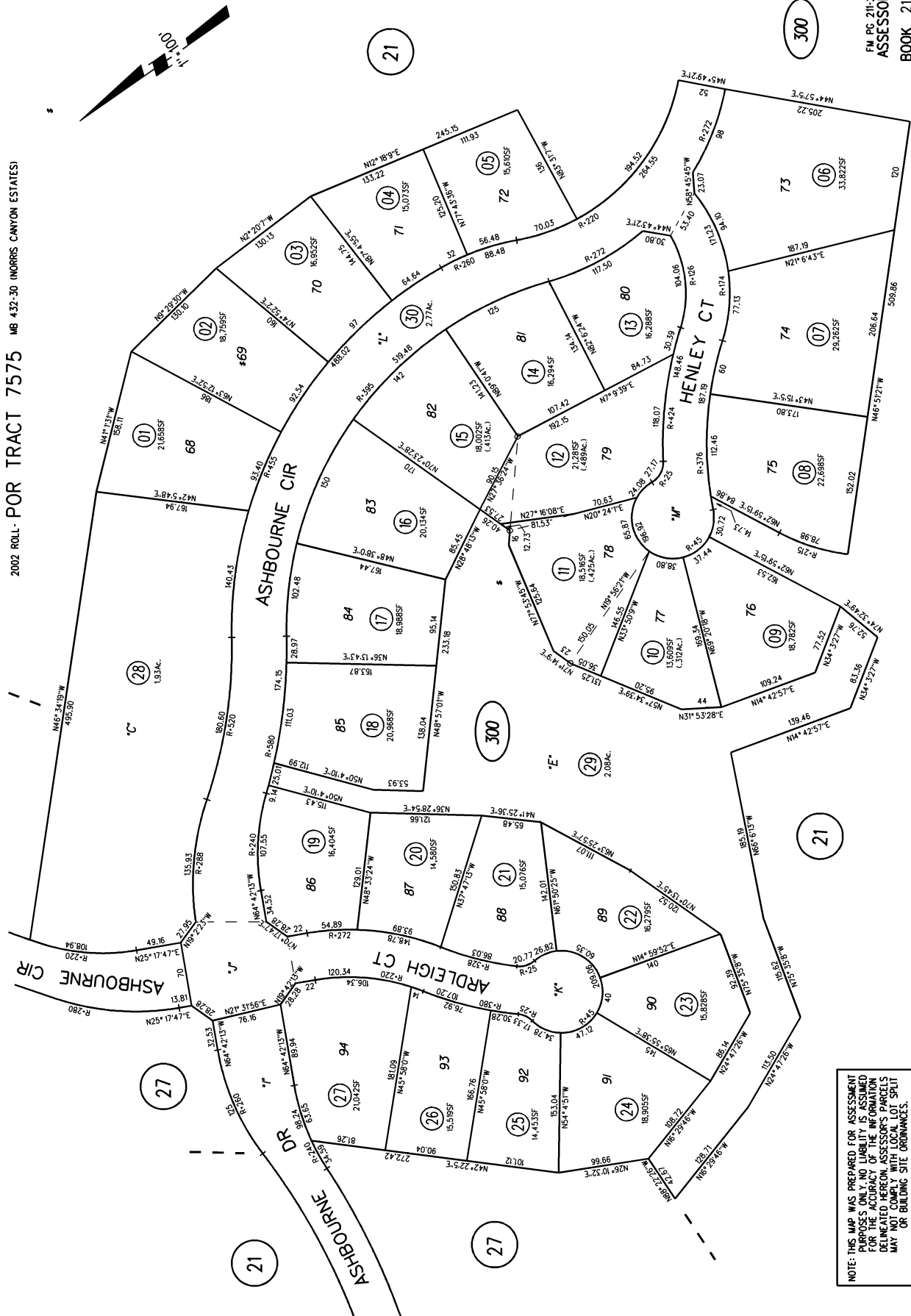
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. IT IS NOT TO BE USED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.



290  
11/10/04  
1/27/05

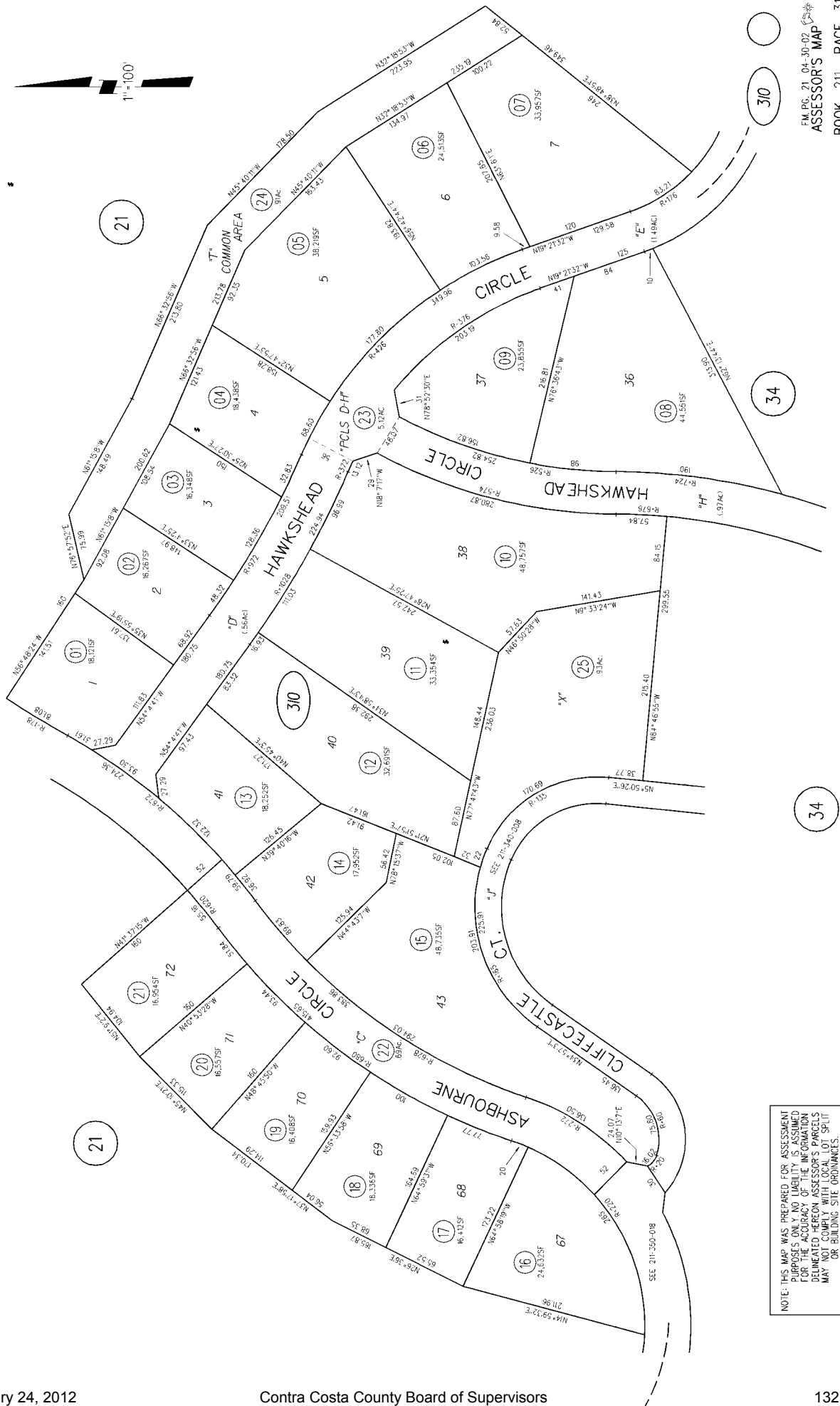
FM PG 211-21 2/5/02  
ASSESSOR'S MAP  
BOOK 211 PAGE 29  
CONTRA COSTA COUNTY, CALIF.

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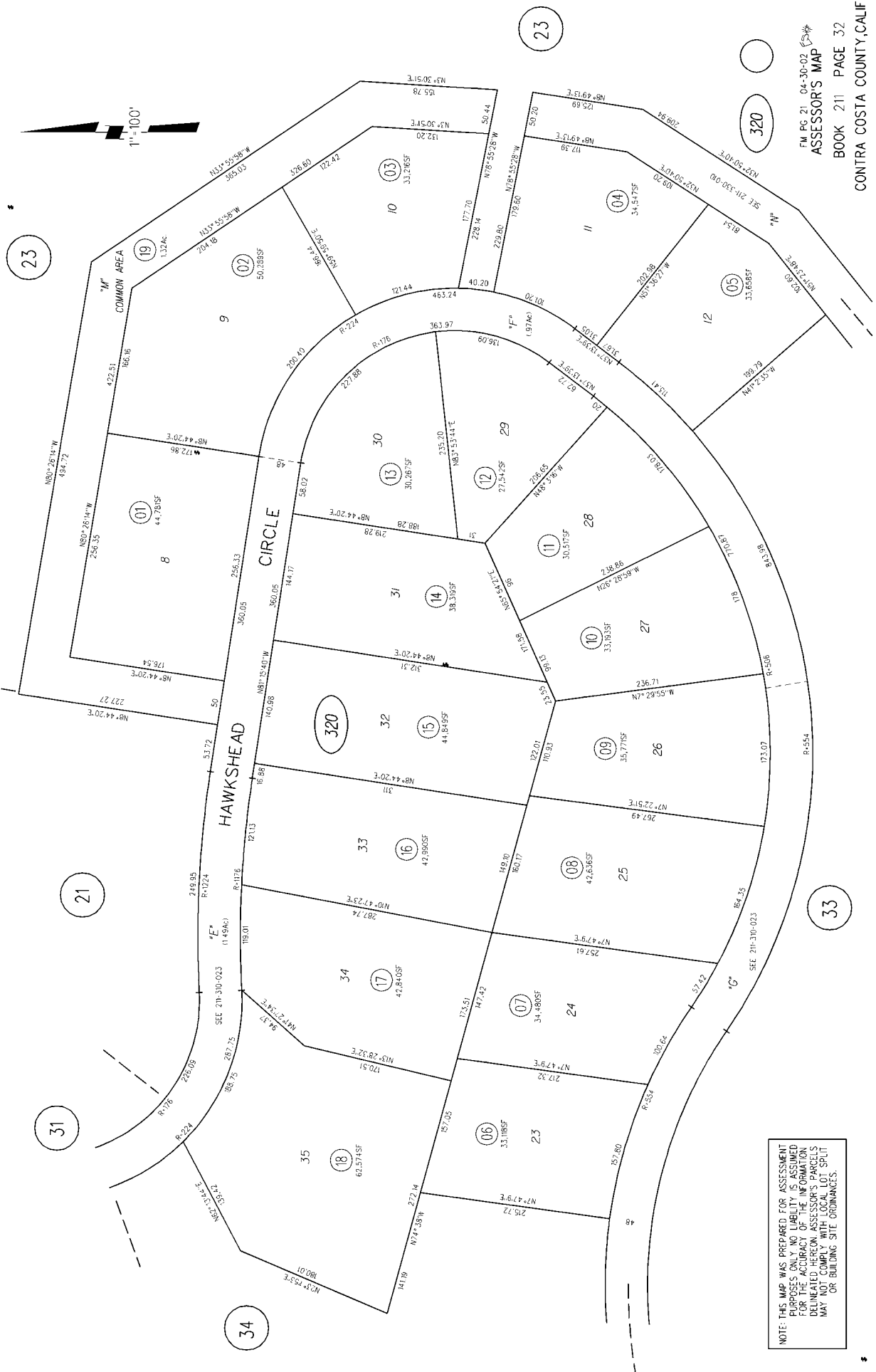
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ASSESSOR'S MAP  
BOOK 211 PAGE 30  
CONTRA COSTA COUNTY, CALIF.

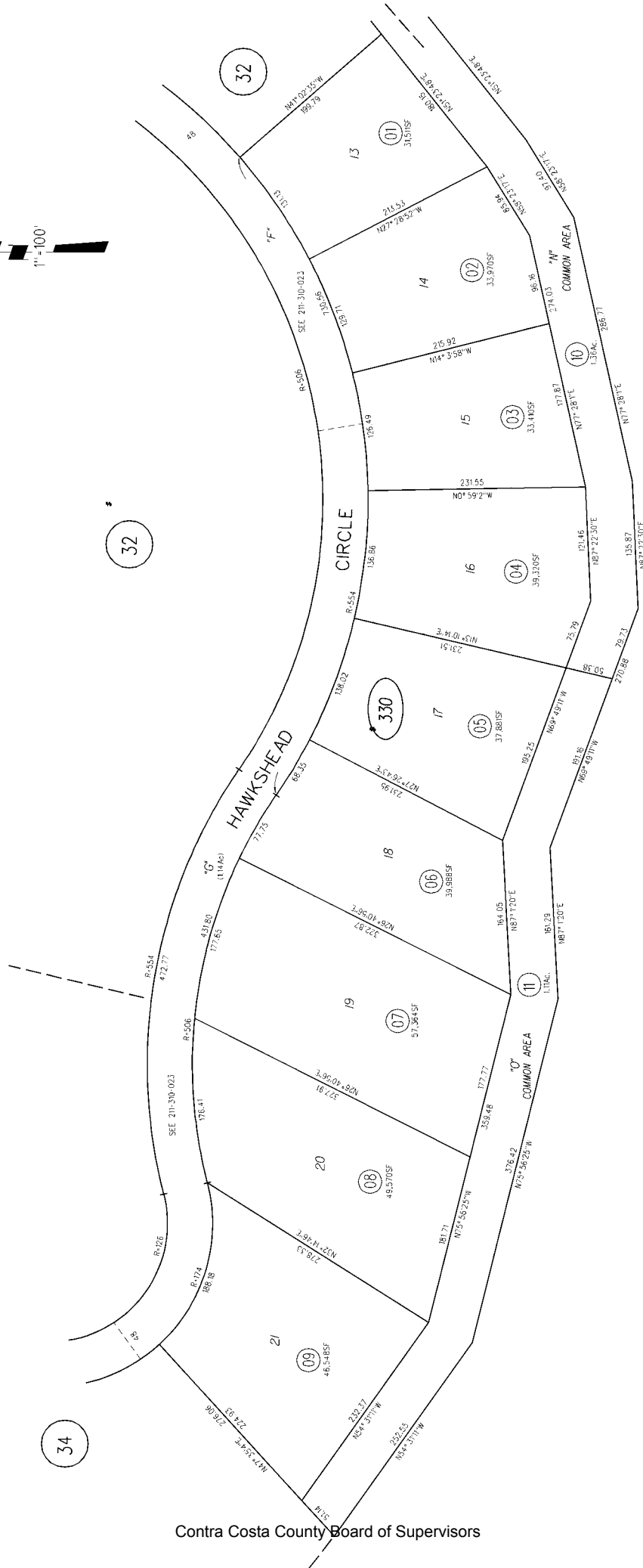


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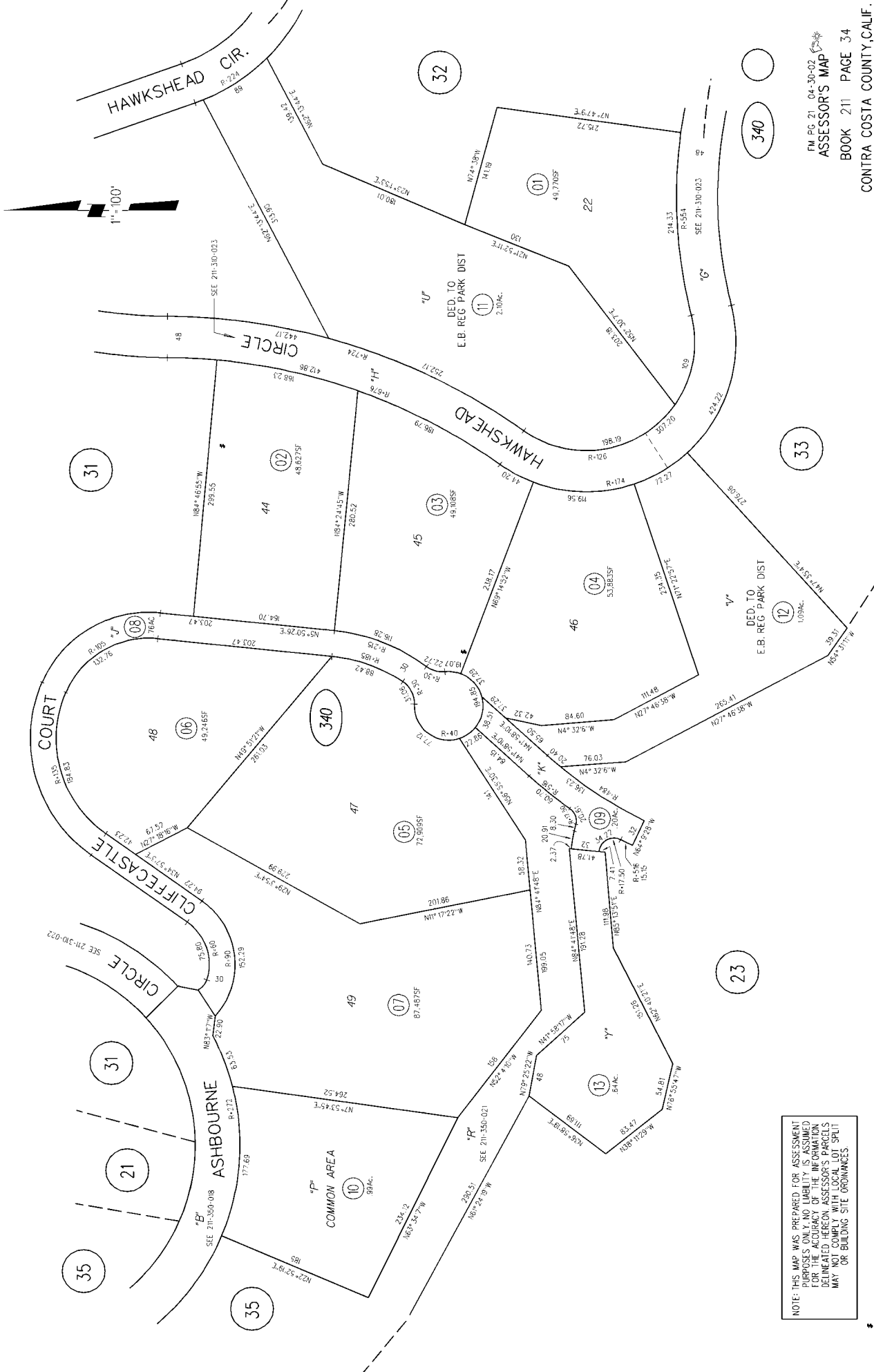
2003 ROLL - POR. TRACT 7998 M.B. 438-38 (NORRIS CANYON ESTATES PHASE IV)



TM PG 21 04-30-02  
ASSESSOR'S MAP  
BOOK 211 PAGE 32  
CONTRA COSTA COUNTY, CALIF.



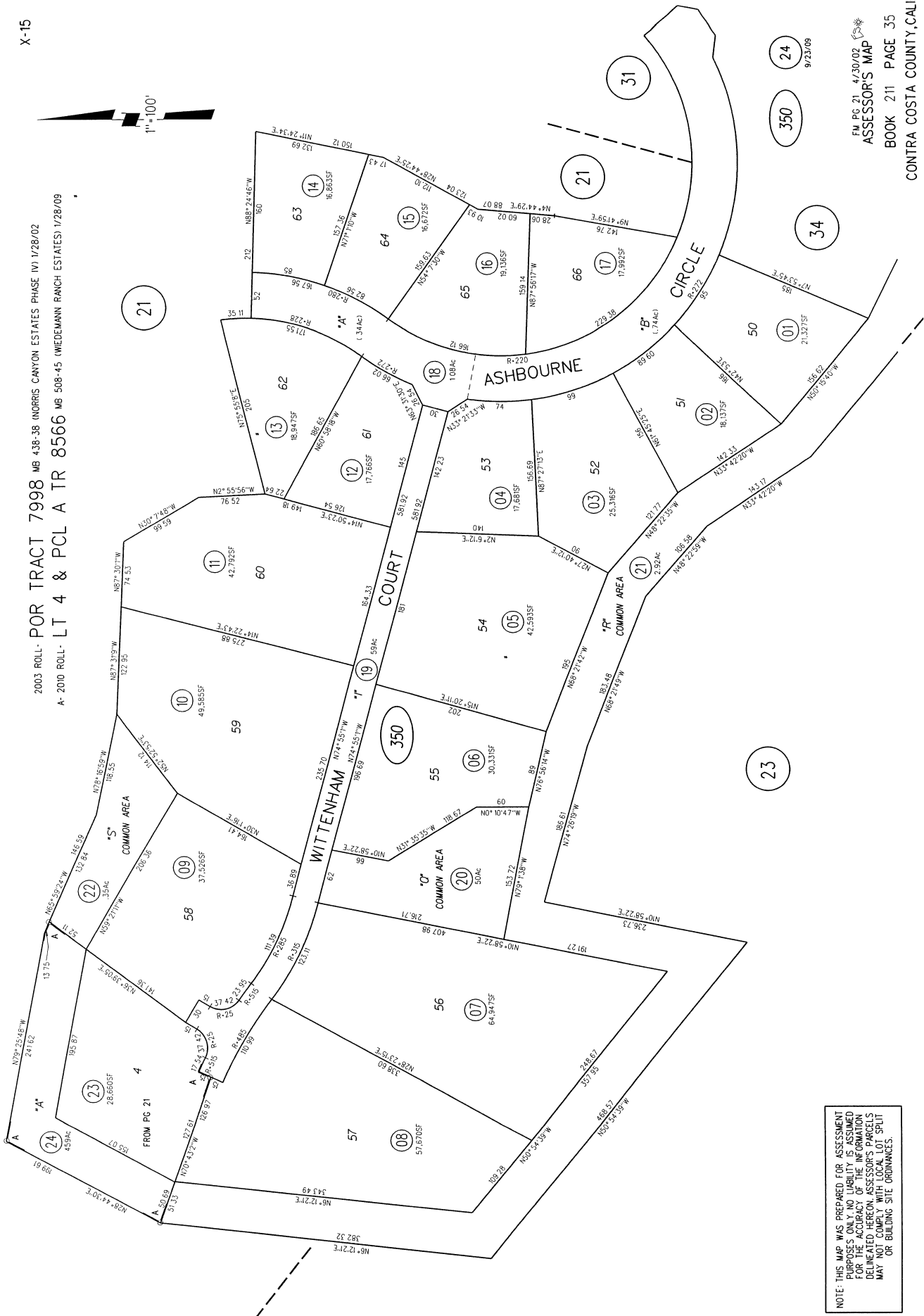
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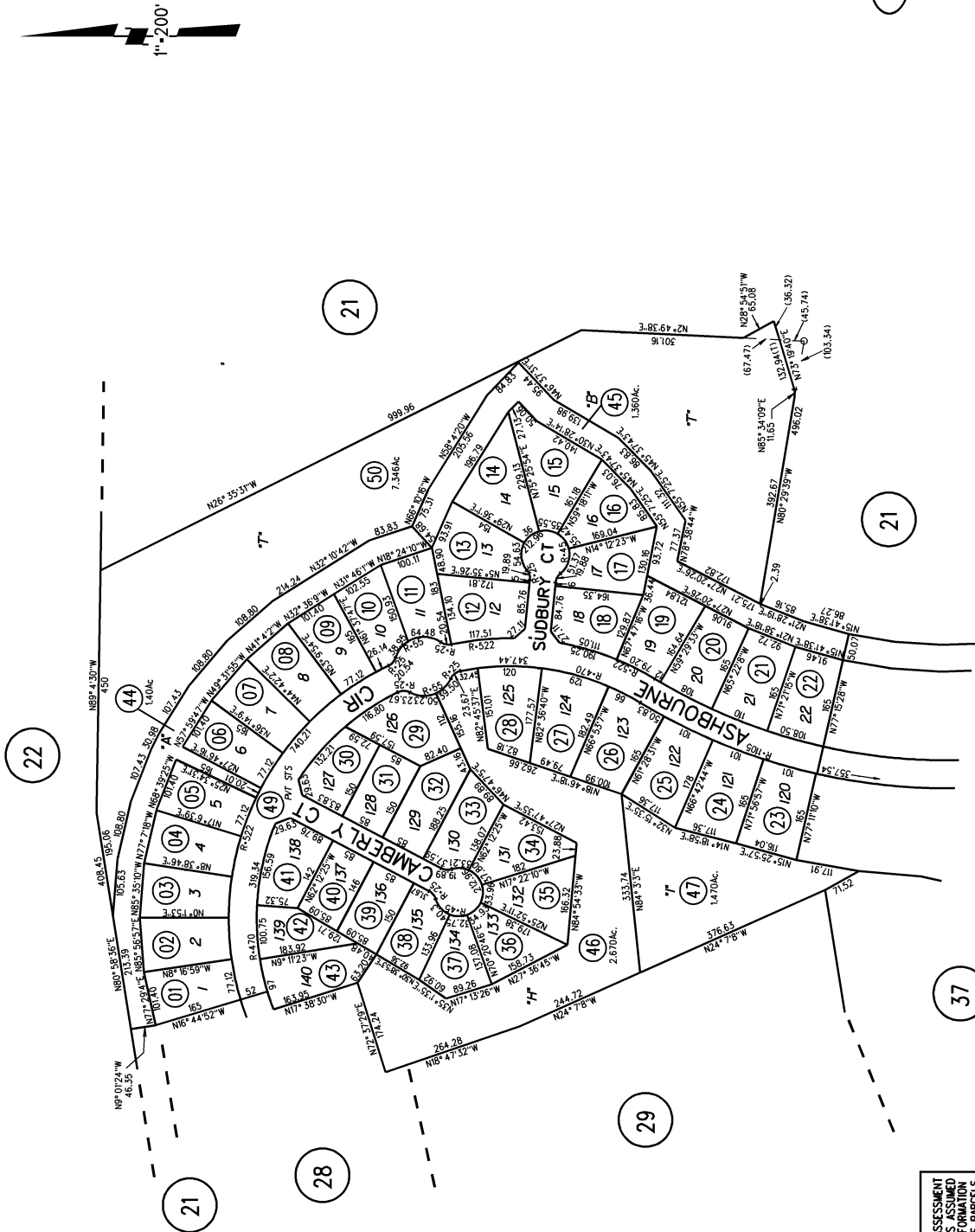
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2003 ROLL- POR TRACT 7998 MB 438-38 (NORRIS CANYON ESTATES PHASE IV) 1/28/02  
A- 2010 ROLL- LT 4 & PCL A TR 8566 MB 508-45 (WIEDEMANN RANCH ESTATES) 1/28/09



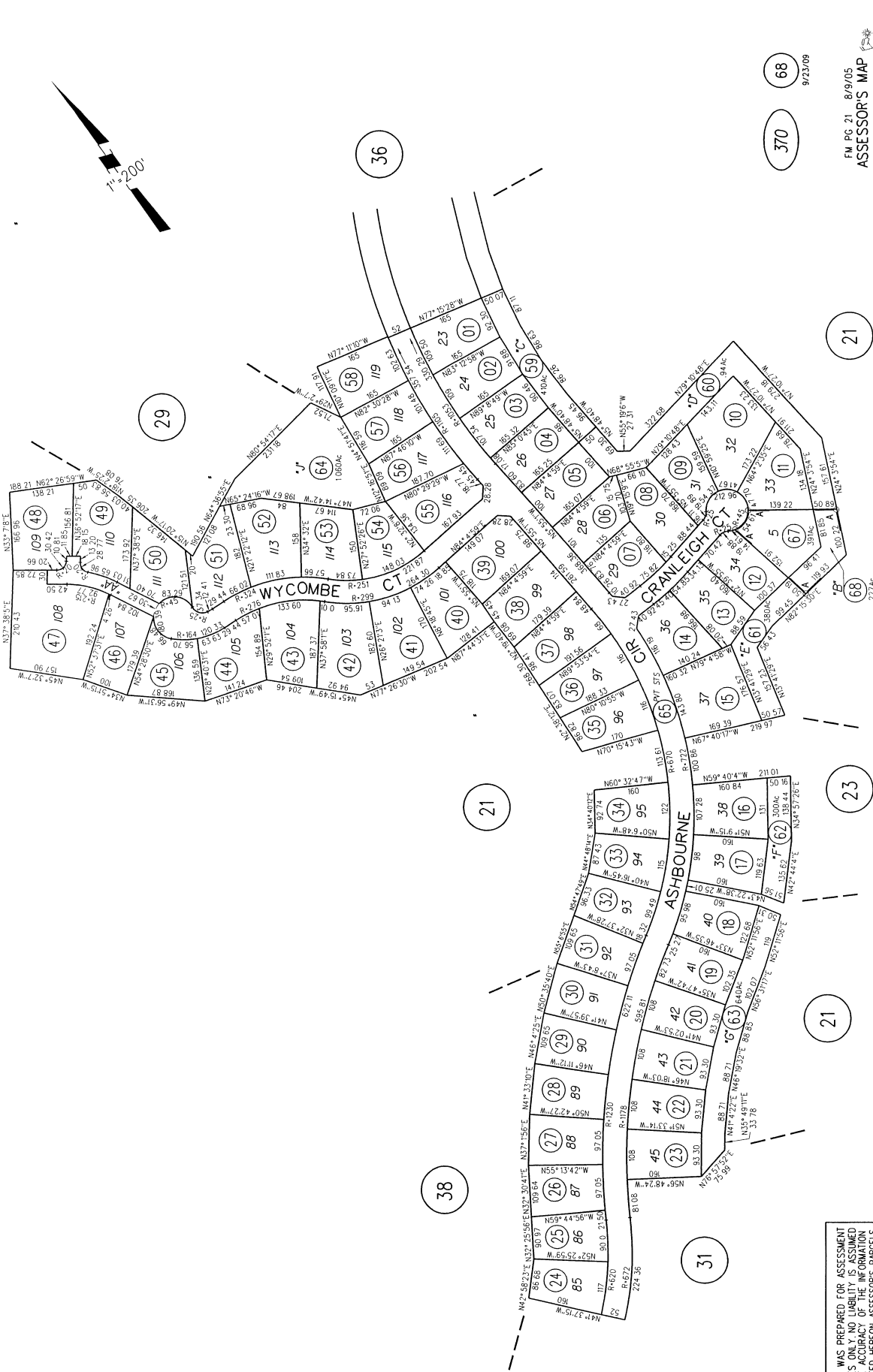
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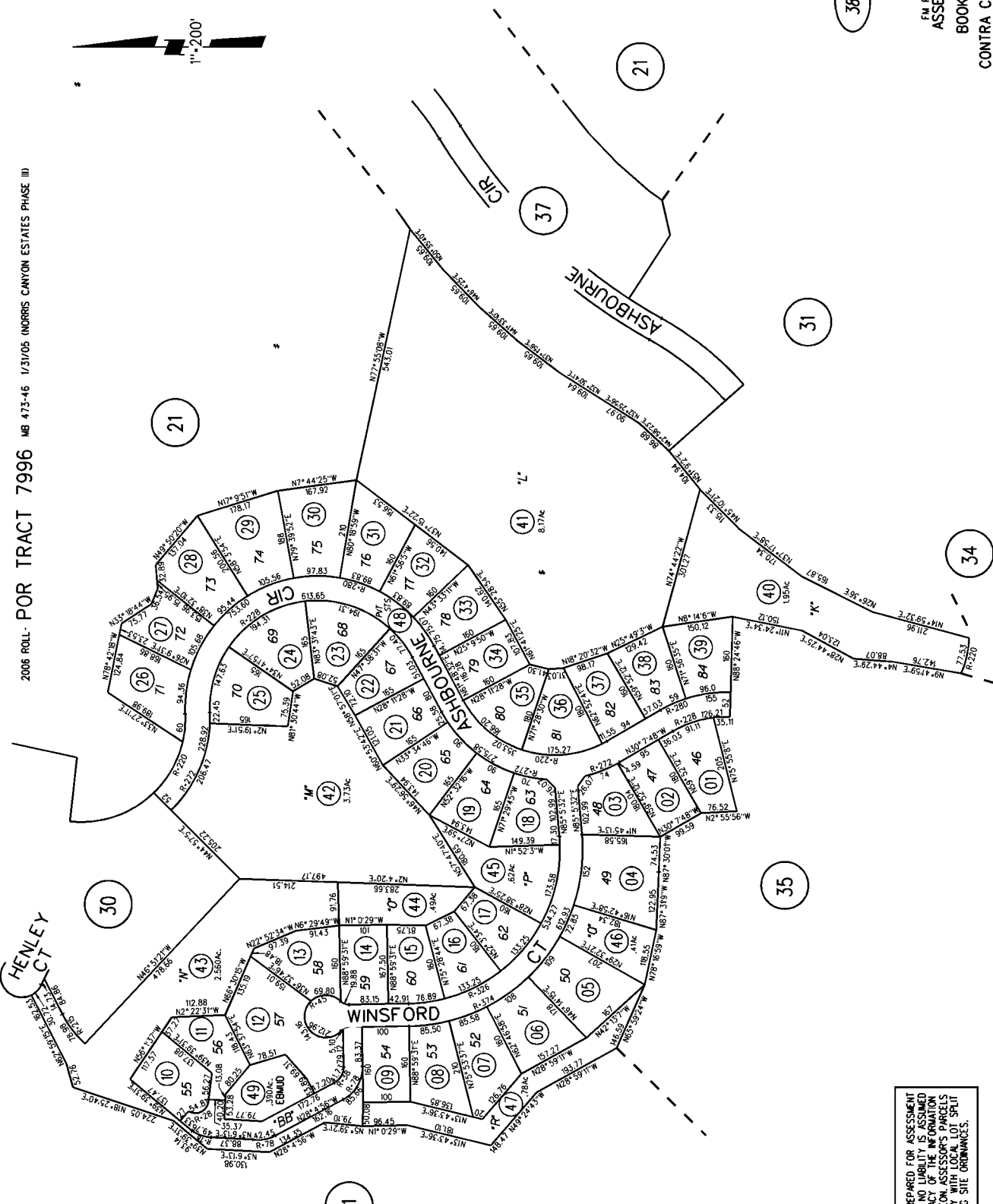
NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT MAY OR BUILDING SITE ORDINANCES.

360 50 10/10/10

2006 ROLL - POR TRACT 7996 MB 473-46 (NORRIS CANYON ESTATES PHASE III) 1/31/05  
 A-2010 ROLL - LT 5 & PCL B TR 8566 MB 508-45 (WIEDEMANN RANCH ESTATES) 1/28/09



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**To: Board of Supervisors**

**From: Joe Valentine, Employment & Human Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Operations Update of the Employment and Human Services Department, Community Services Bureau**

**RECOMMENDATION(S):**

ACCEPT the December 2011 update on the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communications and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start program and Community Services Bureau.

**CONSEQUENCE OF NEGATIVE ACTION:**

Not applicable.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES  NOES

ABSENT  ABSTAIN

RECUSE

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of

**Contact: Joe Valentine, 313-1579**

Supervisors

By: , Deputy

**cc:**



To: David Twa, County Administrator  
From: Joe Valentine, EHSD Director  
Subject: Monthly Report  
Date: January 10, 2012

---

Camilla Rand, M.S.  
Director



In effort to ensure ongoing communication with the County Administrator, Board of Supervisors and Head Start Policy Council and the Economic Opportunity Council, attached is the Bureau's monthly report that contains all issues pertaining to the Head Start program, Community Action and Community Services Bureau (CSB).

---

### Bureau Highlights

---

- December Enrollment is reported at 100%
- On December 20, the Board and CAO received a letter from me outlining the impact of the tier one trigger cuts to the bureau. The possible 4% or \$400,000 could result in the loss of about 74 full-time equivalent childcare slots. The State Department of Education is expected to release more information on these cuts January 16.
- On December 21, the Board and CAO administrative staff received a letter from Camilla Rand, Bureau Director, outlining ACF's announcement of the Redesignation and Renewal System, the competitive Head Start grant process. AS per the 2007 Reauthorization Act, Head Start agencies that do not meet all seven criteria as outlined in the Act will need to recompetete for the grant. Due to a deficiency in the 2009 federal review, CSB will need to recompetete. The grant process will begin in March.
- The Administration for Children and Families (ACF) approved the Bureau's 2012 continuation grant application for its Head Start and Early Head Start programs. The grant action awards partial funding of the FY 2012 Head Start and Early Head Start programs; the balance of the funding will be awarded when the final appropriation for the FY 2012 Head Start and Early Head Start programs are passed by Congress.
- The Bureau submitted the Expenditure and Caseload Reports for the CalWORKS Stage 2 and Alternative Payment Childcare programs to the California Department of Education.
- The independent audit of the Bureau's Child Development programs for fiscal year, which ended June 30, 2011 and conducted by Caporicci & Larson, has been completed. The audit report was mailed to the State before the due date of December 15, 2011 in compliance with State's regulation. There was no audit exception or finding reported by the auditors.
- The Bureau submitted its indirect cost rate proposal to the Department of Health and Human Services for fiscal year ending June 30, 2012.
- The State awarded additional funding to the Bureau's Department of Energy (DOE) Weatherization Assistance Program ARRA. The additional funding of \$500,000 will allow the Bureau to weatherize more dwellings owned or occupied by the County's low-income individuals and families.



40 Douglas Drive  
Martinez, CA 94553  
Tel 925 313 1551  
Fax 925 313 1772



Camilla Rand, M.S.  
Director



- The CLOUDS database system project is moving along. Brookside's Comprehensive Services Staff and Teachers have been trained on CLOUDS and Wallpad; Teachers at Bayo Vista & Crescent Park have been trained on Wallpad. Additional enhancements have been made to the enrollment process and iPhone application (iForm).
- Facility improvement projects are in progress, such as restroom reconstruction at the Verde Child Center, parking lot repairs at the Crescent Park Child Center, and increasing exterior lighting at the George Miller Concord or III? Child Care Center.
- Ten New Hatch Computers have arrived and will be deployed to centers where replacement Hatch equipment is needed. These centers will pilot the use of child-based data that the new Hatch Systems will provide, as well as the e-learning component they contain.
- Several Bureau staff will provide presentations at the upcoming California Head Start Conference in Orange County. Business Systems staff will provide a workshop on CLOUDS, Mental Health staff will present information on the Triple P Parenting Program, and Program staff will present "Attendance Matters: Regular School Attendance + Family Engagement = Kindergarten Readiness."
- The top requested referrals are: (1) Family Relations and Parenting, (2) Child Education and Development, and 3) Adult Education.
- The top three nutritional assessments that were completed this month remain the same as last month: (1) Overweight/Obese, (2) Anemia, and (3) Food Allergies.

### Bureau Activities

---

- Three members of the Policy Council Executive Committee attended the 28th Annual National Head Start Association's Parent Conference in New Orleans, Louisiana from December 8th through 13th. This year's theme was "Every Child. Every Parent. Every Opportunity." The conference offered opportunities for parents to learn about program governance, child development, family resources, fun family activities, and much more. It was also a great opportunity to meet other parents and staff from around the country and share experiences. . The three executive committee members who attended will provide an overview of what they learned at the January Policy Council meeting. The Executive Committee met while at the conference to approve one new hire. There was no Policy Council meeting in December. Regular meetings will resume in January.
- CSB Staff are in the process of finalizing and analyzing the current cycle's Education, CLASS, and Comprehensive Services Monitoring.
- On December 12, 2011, Riverview held a very successful Family Engagement Fair for parents. All parents were invited and approximately 25 parents and family members participated; many reported the festivities were enjoyable. The parents shared elements of their culture and were encouraged to read a story to a small group of children. The Fair consisted of various stations where parents and children had the opportunity to engage in a variety of activities, including Potato Sack Race, Create Your Own Pine Cone, and Shadow Body Tracing.
- CSB staff attended the Give Kids a Smile Day Planning Meeting with the Contra Costa Dental Society and Strategies for Healthy Smiles. Timeline was set and tasks



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Tel 925 313 1551  
Fax 925 313 1772





Camilla Rand, M.S.  
Director



were assigned for the January preparation of the February 3, 2012 County-wide event.

- CSB staff attended the annual John Muir Health Child Safety Coalition Planning Meeting. CSB will host the Child Passenger Safety/Car Seat Check Event for April 2012.
- CSB and California State University of the East Bay are in the planning process to collaborate on utilizing the nursing program students' resource to educate parents and children about a variety of health related topics.
- Cambridge Community Center, a partner site, conducted Classroom Transition training. The purpose of the training was to provide staff with transition materials and suggestions in an effort to improve transitions in the classrooms. An introductory training was also provided to the staff at Cambridge on the CLASS monitoring tool.
- CSB staff members continue to conduct site visits to Early Head Start, Head Start classrooms, and state funded partners each month. The purpose of the visits is to observe the classrooms and communicate with partner agency staff. In these many site visits, staff members provided resources, monitored the environment, and observed during meal-times.
- Delegate Agency First Baptist Head Start held their annual Holiday/Share the Spirit gift and activity workshop for their parents. Sponsors from the community organizations and private individuals selected families from the program and provided gifts to these families for the holiday season. Families were overwhelmingly thankful and surprised with the outpour of love and generosity.
- The Economic Opportunity Council (EOC) was in recess the month of December, and will resume for their first meeting of the new year on January 12th.

cc: Policy Council  
Family & Human Services Committee  
Shirley Karrer, ACF



40 Douglas Drive  
Martinez, CA 94553  
Tel 925 313 1551  
Fax 925 313 1772

**To: Board of Supervisors**

**From: Catherine Kutsuris**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Approval of Neighborhood Stabilization Program Funds and Loan Documents for Robin Lane Apartments in Concord**

**RECOMMENDATION(S):**

1. **APPROVE** \$1,523,046 in Neighborhood Stabilization Program 3 (NSP3) funds to Robin Lane LLC for the Robin Lane Apartments project in Concord.
2. **APPROVE** and **AUTHORIZE** the Conservation and Development Director, or designee, to execute required legal documents to provide \$1,523,046 in NSP3 funds to Robin Lane, LLC for the Robin Lane apartments; and
3. **FIND** that the project is exempt from the California Environmental Quality Act [Section 15301(a)]; and
4. **DIRECT** the Department of Conservation and Development (DCD) to file a Notice of Exemption for this project with the County Clerk; and
5. **DIRECT** DCD to arrange for payment of the \$50 handling fee to the County Clerk for filing such Notice of Exemption.

☒ **APPROVE**

☐ **OTHER**

☒ **RECOMMENDATION OF CNTY ADMINISTRATOR**

☐ **RECOMMENDATION OF BOARD COMMITTEE**

Action of Board On: **01/24/2012**

☐ **APPROVED AS RECOMMENDED**

☐ **OTHER**

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

**Contact: 335-7229**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc:

**FISCAL IMPACT:**

\$1,523,046; 100% Federal Department of Housing and Urban Development (HUD) Neighborhood Stabilization Program 3 formula grant funds. CFDA# 14.218

**BACKGROUND:**

Robin Lane Apartments, located at 1890 Robin Lane and 1149 Meadow Lane in Concord, is a 16-unit multi-family housing development. The property consists of two existing buildings which are currently foreclosed, bank-owned, and vacant of tenants. The development includes 15 units affordable to households with incomes at or below 50% of the area median income, with one unit being a manager's unit. The final unit mix is six one-bedroom apartments and ten two-bedroom apartments.

The ownership entity will be Robin Lane, LLC, a California limited liability company with AHA Development, Inc. (ADI) serving as the sole member. ADI is wholly owned by Affordable Housing Associates, a local non-profit housing developer that successfully owns and manages several affordable housing projects in the Bay Area.

NSP3 funds will be used for acquisition and rehabilitation of the two existing buildings on the property. The acquisition price is approximately 1.5% below the appraised value. The rehabilitation will include interior upgrades (flooring, cabinetry, and appliances), window replacement, installation of energy efficient upgrades (heating and HVAC, lighting, and water), painting (exterior and interior), fence installation, concrete repavement, and landscaping. The City of Concord supports the project.

The total project budget is \$2,233,046. In addition to the County's NSP3 funds, the other sources of funds to complete the project include \$560,000 of CalHFA-Mental Health Service Act funds and \$150,000 of Federal Home Loan Bank-Affordable Housing Program funds.

NSP3 funds will be loaned at a three percent interest rate for 55 years. Due to limited revenue from the restricted rents, the total amount of the financing provided to the project may exceed the value of the completed project.

The NSP3 legal documents (Loan Documents) are attached and include the following documents:

• NSP3 Loan Agreement • Promissory Note • Regulatory Agreement • Deed of Trust

This recommended action includes authorization to execute any and all documents and to take any and all actions necessary to implement the activities authorized under the Loan Documents, including execution of loan amendments or modifications for the purposes of agreeing to reasonable extensions of time deadlines.

**CEQA Determination:** This activity is exempt from CEQA pursuant to 14 CCR 15301(a) and 15061(b)(3).

**CONSEQUENCE OF NEGATIVE ACTION:**

Negative action would prevent the acquisition and rehabilitation of Robin Lane Apartments, a 16-unit affordable multi-family housing development, located at 1890 Robin Lane and 1149 Meadow Lane in Concord.

**CHILDREN'S IMPACT STATEMENT:**

The project will provide affordable multi-family housing, which supports the Children's Report Card by helping families become economically self-sufficient and enables families to be safe, stable and nurturing.

# NSP3 LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

and

Robin Lane LLC

dated January 24, 2012

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NSP3 LOAN AGREEMENT  
Robin Lane Apartments

This NSP3 Loan Agreement (the "Agreement") is dated January 24, 2012, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Robin Lane LLC, a California limited liability company ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received Neighborhood Stabilization Program 3 funds ("NSP3 Funds") from the United States Department of Housing and Urban Development ("HUD") under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "NSP3 Act"), which amends Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA"). The NSP3 Funds must be used by the County in accordance with 75 F.R. 64322 (Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants) (the "NSP3 Regulations"). Together, the NSP3 Act and the NSP3 Regulations are the "NSP3 Requirements."

C. Except as otherwise prescribed by the NSP3 Requirements, the statutory and regulatory provisions that govern the Community Development Block Grant ("CDBG") program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (including those at 24 CFR part 570 subparts A, C, D, J, K, and O, as appropriate), apply with equal force to the NSP3 Funds.

D. Borrower intends to acquire the real property commonly known as 1149 Meadow Lane and 1890 Robin Lane, located in the City of Concord, County of Contra Costa, State of California, and more particularly described in Exhibit A (the "Property"). The purchase price of the Property is One Million Thirty-Five Thousand Dollars (\$1,035,000). According to an appraisal dated November 2, 2011, which was prepared for the Borrower by Thomas E. Dum Real Estate Appraisers, Inc., the Property was valued at One Million Fifty Thousand Dollars (\$1,050,000) as of October 25, 2011. The Property was previously foreclosed upon and transferred to Great Western Bank by a Trustee's Deed Upon Sale that was recorded on January 31, 2011.

E. The Property is the site of two vacant apartment buildings that contain a total of sixteen (16) apartments. The buildings and all other improvements to the Property, including all landscaping, roads, and parking spaces, are referred to herein as the "Improvements," or as the "Development." Borrower intends to rehabilitate the Development and rent fifteen (15) of the apartments to very low income families, reserving one unit as a manager's unit.

F. In furtherance of the NSP3 Project Agreement between the parties dated January 24, 2012 (the "Project Agreement"), Borrower desires to borrow from the County and the County desires to lend to Borrower One Million Five Hundred Twenty-Three Thousand Forty-



Six Dollars (\$1,523,046) in NSP3 Funds (the "Loan") to finance the acquisition and rehabilitation of the Development. Rehabilitation of the Development will maintain the supply of affordable rental housing in Contra Costa County.

G. The Loan is (i) evidenced by the Note, (ii) conditioned on the parties entering into the Regulatory Agreement, and (iii) secured by the Deed of Trust.

H. Due to the assistance provided to Borrower through the Loan, the County is classifying fifteen (15) units in the Development as NSP3-assisted units (each such unit, a "County-Assisted Unit").

I. The County has concluded that actions contemplated by this Agreement are exempt from the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA").

J. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS AND EXHIBITS

#### Section 1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning in Section 3.9.
- (b) "Agreement" means this NSP3 Loan Agreement.
- (c) "AHP Loan" has the meaning in Section 1.1(g)(ii) below.
- (d) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:
  - (i) property taxes and assessments imposed on the Development;
  - (ii) debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans associated with development of the Development and approved by the County;
  - (iii) on-site service provider fees for tenant social services, provided the County has approved, in writing, the plan and budget for such services before such services begin;

(iv) property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and pursuant to a management contract approved by the County;

(v) premiums for property damage and liability insurance;

(vi) utility services not paid for directly by tenants, including water, sewer, and trash collection;

(vii) maintenance and repair;

(viii) any annual license or certificate of occupancy fees required for operation of the Development;

(ix) security services;

(x) advertising and marketing;

(xi) cash deposited into reserves for capital replacements of the Development in an amount not to exceed six tenths of one percent (.6%) of the total development cost of the Development;

(xii) cash deposited into an operating reserve in an amount not to exceed 3% of Annual Operating Expenses but with the operating reserve capped at six (6) months gross rent from the Development (as such rent may vary from time to time);

(xiii) payment of any previously unpaid portion of developer fee (without interest) that may be paid to any entity or entities providing development services to the Development, not to exceed the amount approved by the County;

(xiv) extraordinary operating costs specifically approved in writing by the County;

(xv) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, any amount expended from a reserve account, and any capital cost associated with the Development, as determined by the accountant for Borrower.

(e) "Annual Payment" has the meaning in Section 2.9(a).

(f) "Approved Development Budget" means the proforma development

budget, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit B.

(g) "Approved Financing" means all of the following loans, grants and equity obtained by Borrower or to be obtained by Borrower, and approved by the County or to be approved by the County, for the purpose of financing the acquisition of the Property and rehabilitation of the Development:

(i) a loan of Mental Health Services Act ("MHSA") funds from the California Housing Finance Agency ("CalHFA") in the approximate amount of Five Hundred Sixty Thousand Dollars (\$560,000) (the "MHSA Loan"); and

(ii) a loan of Affordable Housing Program ("AHP") funds in the approximate amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "AHP Loan").

(h) "Bid Package" means the package of documents distributed to potential bidders as part of the process of selecting subcontractors to rehabilitate the Development. The Bid Package is to include the following: (i) an invitation to bid, (ii) a copy of the proposed construction contract; (iii) a form of bid guarantee that is reasonably acceptable to the County that guarantees, at a minimum, an amount equal to five percent (5%) of the bid price, and (iv) all Construction Plans.

(i) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(j) "CDBG" has the meaning set forth in Paragraph C of the Recitals.

(k) "CEQA" has the meaning set forth in Paragraph I of the Recitals.

(l) "City" means the City of Concord, a municipal corporation.

(m) "Commencement of Construction" has the meaning set forth in Section 3.5.

(n) "Construction Plans" means all construction documentation upon which Borrower and Borrower's general contractor rely in rehabilitating all the Improvements on the Property (including the units in the Development, landscaping, parking, and common areas) and includes, but is not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").

(o) "County" has the meaning set forth in the first paragraph of this Agreement.

(p) "County-Assisted Units" has the meaning set forth in Paragraph H of the Recitals.

(q) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as Trustor, Old

Republic Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(r) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(s) "Developer Fee" has the meaning set forth in Section 3.16.

(t) "Development" has the meaning set forth in Paragraph E of the Recitals.

(u) "Event of Default" has the meaning set forth in Section 6.1.

(v) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

(i) all rents, fees and charges paid by tenants;

(ii) Section 8 payments or other rental subsidy payments received for the dwelling units;

(iii) deposits forfeited by tenants;

(iv) all cancellation fees;

(v) price index adjustments and any other rental adjustments to leases or rental agreements;

(vi) net proceeds from vending and laundry room machines;

(vii) the proceeds of business interruption or similar insurance not paid to senior lenders;

(viii) the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and

(ix) condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits (to the extent the security deposit has not been forfeited), loan proceeds, capital contributions or similar advances.

(w) "Hazardous Materials" has the meaning set forth in Section 4.7.

(x) "Hazardous Materials Claims" has the meaning set forth in Section 4.7.

(y) "Hazardous Materials Law" has the meaning set forth in Section 4.7.

- (z) "HERA" has the meaning set forth in Paragraph B of the Recitals.
- (aa) "HUD" has the meaning set forth in Paragraph B of the Recitals.
- (bb) "Improvements" has the meaning set forth in Paragraph E of the Recitals.
- (cc) "Lenders' Share of Residual Receipts" means seventy-five percent (75%) of Residual Receipts, which share shall be allocated between County and CalHFA-MHSA based on the relative loan amounts.
- (dd) "Loan" has the meaning set forth in Paragraph F of the Recitals.
- (ee) "Loan Documents" means this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.
- (ff) "Marketing Plan" has the meaning set forth in Section 3.11(a).
- (gg) "NEPA" has the meaning set forth in Paragraph J of the Recitals.
- (hh) "Note" means the Promissory Note of even date herewith that evidences Borrower's obligation to repay the Loan.
- (ii) "NSP3 Act" has the meaning set forth in Paragraph B of the Recitals.
- (jj) "NSP3 Funds" has the meaning set forth in Paragraph B of the Recitals.
- (kk) "NSP3 Regulations" has the meaning set forth in Paragraph B of the Recitals.
- (ll) "NSP3 Requirements" has the meaning set forth in Paragraph B of the Recitals.
- (mm) "Project Agreement" has the meaning set forth in Paragraph F of the Recitals.
- (nn) "Property" has the meaning set forth in Paragraph D of the Recitals.
- (oo) "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants, of even date herewith, between the County and Borrower related to the Loan, to be recorded against the Property.
- (pp) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.
- (qq) "Retention Amount" means Ten Thousand Dollars (\$10,000) of the Loan, the disbursement of which is described in Section 2.8.
- (rr) "Section 3" has the meaning set forth in Section 4.6(b)(x) below.

(ss) "Statement of Residual Receipts" has the meaning in Section 2.10(a).

(tt) "Tenant" means the tenant household that occupies a unit in the Development.

(uu) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55<sup>th</sup>) anniversary of the date of this Agreement, which is January \_\_\_\_, 2067.

(vv) "Transfer" has the meaning set forth in Section 4.13 below.

## Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property  
Exhibit B: Approved Development Budget  
Exhibit C: Rehabilitation: Minimum Requirements

## ARTICLE 2 LOAN PROVISIONS

### Section 2.1 Loan.

Upon satisfaction of the conditions sets forth in Section 2.6 and Section 2.7 of this Agreement, the County shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note.

### Section 2.2 Interest.

(a) Subject to the provisions of Subsection (b) below, simple interest will accrue on the outstanding principal balance of the Loan at a per annum rate of interest equal to three percent (3%), commencing on the date of disbursement.

(b) Upon the occurrence of an Event of a Default, interest on the Loan will begin to accrue, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured, at the Default Rate.

### Section 2.3 Use of Loan Funds.

(a) Borrower shall use the Loan for acquisition and rehabilitation of the Development, consistent with the Approved Development Budget.

(b) Borrower may not use the Loan proceeds for any other purposes without the prior written consent of the County.

(c) Borrower shall comply with the Project Agreement in the use of the Loan.

#### Section 2.4 Security.

Borrower shall secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and causing or permitting it to be recorded as a lien against the Property. Borrower shall also cause or permit the Regulatory Agreement to be recorded against the Property.

#### Section 2.5 Subordination.

Any agreement by the County to subordinate the Deed of Trust and/or Regulatory Agreement to an encumbrance securing and/or evidencing Approved Financing (each such Approved Financing, a "Senior Loan"), will be subject to the satisfaction of each of the following conditions:

- (a) All of the proceeds of the proposed Senior Loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the Development.
- (b) The proposed lender of a Senior Loan (each a "Senior Lender") is a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with Borrower or any of Borrower's affiliates, other than as a depositor or a lender.
- (c) Borrower demonstrates to the County's satisfaction that subordination of the Deed of Trust and the Regulatory Agreement is necessary to secure adequate acquisition, construction, rehabilitation and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the County, in addition to any other information reasonably required by the County, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate acquisition, construction, rehabilitation and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.
- (d) The subordination agreement(s) is structured to minimize the risk that the Deed of Trust and the Regulatory Agreement will be extinguished as a result of a foreclosure by the Senior Lender or other holder of the Senior Loan. To satisfy this requirement, the subordination agreement must provide the County with adequate rights to cure any defaults by Borrower, including: (i) providing the County or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (ii) providing the County with a cure period of at least sixty (60) days to cure any default.
- (e) The subordination(s) of the Loan is effective only during the original term of the Senior Loan and any extension of its term that is approved in writing by the County.
- (f) The subordination does not limit the effect of the Deed of Trust and the Regulatory Agreement before a foreclosure, nor require the consent of the Senior Lender prior to the County exercising any remedies available to the County under the Loan Documents.

(g) Upon a determination by the County's Deputy Director – Current Planning that the conditions in this Section have been satisfied, the Deputy Director – Current Planning or his/her designee will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

**Section 2.6 Conditions Precedent to Disbursement of Loan Funds for Acquisition.**

The County is not obligated to disburse any portion of the Loan for the acquisition of the Property, or to take any other action under the Loan Documents, unless all of the following conditions have been and continue to be satisfied:

(a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement or the Project Agreement;

(b) Borrower is acquiring title to the Property simultaneously with the disbursement of the Loan proceeds;

(c) The purchase price of the Property does not exceed the purchase price set forth in the Approved Development Budget;

(d) Borrower has delivered to the County a copy of a corporate resolution evidencing that Borrower's governing body has duly authorized Borrower to obtain the Loan and all other Approved Financing, execute the Loan Documents, and acquire and rehabilitate the Property;

(e) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement;

(f) Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.14 below;

(g) Borrower has executed and delivered to the County the Loan Documents, and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County;

(h) The Deed of Trust and the Regulatory Agreement will be recorded against the Property in the Office of the Recorder of the County of Contra Costa simultaneously with the disbursement of the Loan proceeds;

(i) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. The Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority



to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the County of Contra Costa.

(j) All environmental review necessary for the acquisition of the Property and rehabilitation of the Development has been completed, and Borrower has provided the County evidence of compliance with all NEPA requirements and mitigation measures;

**Section 2.7 Conditions Precedent to Disbursement of Loan Funds for Rehabilitation.**

The County is not obligated to make a disbursement of Loan funds for rehabilitation costs in the amount set forth in the Approved Development Budget, or to take any other action under the Loan Documents unless the following conditions precedent are satisfied:

(a) All of the conditions precedent set forth in Section 2.6 have been timely satisfied;

(b) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement or the Project Agreement;

(c) Borrower has obtained all permits and approvals necessary for the rehabilitation of the Development;

(d) The County has received and approved the Bid Package for the subcontractors for the rehabilitation of the Development pursuant to Section 3.4 below;

(e) The County has received and approved the general contractor's construction contract, if Borrower hires a general contractor, or all major subcontracts in the event Borrower does not hire a general contractor, that the Borrower has entered or proposed to enter for the rehabilitation of the Development pursuant to Section 3.5 below;

(f) The County has received and approved labor and material (payment) bonds and performance bonds pursuant to Section 3.6 below;

(g) Borrower has signed commitments for the Approved Financing and has already received or is eligible to receive the funds; and

(h) The County has received a written draw request from Borrower, including (i) certification that the condition set forth in Section 2.7b) continues to be satisfied, (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget, (iii) the amount of funds needed, and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with improvements on the Property, the written request must be accompanied by (i) certification by the Borrower's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and make an independent evaluation); and (ii) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

(i) The undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the rehabilitation of the Development, are not less than the amount that the County determines is necessary to pay for the acquisition of the Property and rehabilitation of the Development and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement; and

(j) Borrower has signed commitments for the Approved Financing described in Section 1.1(f).

## Section 2.8 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received a completion report from Borrower setting forth (i) the income, household size, race, and ethnicity of Tenants of the County-Assisted Units, (ii) and the unit size, rent amount and utility allowance for all County-Assisted Units.

(b) The County has received from Borrower a financial accounting of all sources and uses of funds for the rehabilitation of the Development.

(c) The County has received from Borrower copies of the certificate of occupancy or equivalent final permit sign-offs for the Development.

(d) The County has received from Borrower current evidence of the insurance coverage meeting the requirements of Section 4.14 below.

(e) The County has received from Borrower a form of Tenant lease.

(f) The County has received from Borrower a Marketing Plan.

(g) The County has received from Borrower evidence of marketing for any vacant County-Assisted Unit in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of such units, as applicable.

(h) The County has received from Borrower all relevant contract activity information, including compliance with Section 3, and local hiring and MBE/WBE requirements as set forth in Section 3.13 below.

(i) If Borrower was required to comply with relocation requirements, the County has received from Borrower evidence of compliance with all applicable relocation requirements.

(j) The County has received from Borrower a copy of the management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager.

(k) If Borrower is required to pay prevailing wages under the Davis-Bacon

Act (40 U.S.C. 3141-3148), the County has received confirmation that Borrower has submitted all certified payrolls to the County, and any identified payment issues have been resolved, or Borrower is working diligently to resolve any such issues.

(l) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 2.7(b) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Development Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

#### Section 2.9 Repayment Schedule.

(a) Annual Payments. Commencing on May 1, 2013, and on May 1 of each year thereafter during the Term, Borrower shall make a loan payment in an amount equal to the portion of the Lenders' Share of Residual Receipts payable to the County (each, an "Annual Payment"). The County shall apply all Annual Payments as follows: (1) first, to accrued interest, and (2) second, to principal.

(b) Payment in Full. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of (i) a Transfer, (ii) an Event of Default, and (iii) the expiration of the Term.

(c) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement and the Deed of Trust will remain in effect for the entire Term, regardless of any prepayment or Transfer.

#### Section 2.10 Reports and Accounting of Residual Receipts.

In connection with the Annual Payment of the Loan, Borrower shall furnish to the County:

(a) An itemized statement of Residual Receipts for the relevant period (the "Statement of Residual Receipts"). Borrower shall cause the first Statement of Residual Receipts to cover the period that begins immediately following certificate of occupancy and ends on December 31 of that same year. Borrower shall cause subsequent statements of Residual Receipts to cover the twelve-month period that ends on December 31 of each year;

(b) A statement from the independent public accountant that audited the Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lender's Share of Residual Receipts is accurate based on Gross Revenue and Annual Operating Expenses; and

(c) Any additional documentation reasonably required by the County to substantiate Borrower's calculation of Lender's Share of Residual Receipts.

The receipt by the County of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County of any Loan repayment for any period does not bind the County as to the correctness of such statement or payment. The County may audit

the Residual Receipts and all books, records, and accounts pertaining thereto in accordance with Section 4.5 below.

#### Section 2.11 Non-Recourse.

Except as provided below, Borrower will not have any direct or indirect personal liability for payment of the principal of, and interest on, the Loan or the performance of the covenants of Borrower under the Deed of Trust. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Note and defaults by Borrower in the performance of its covenants under the Deed of Trust will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Note, or impairs the right of County to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal of, and payment of interest on the Note and the performance of Borrower's obligations under the Deed of Trust. Except as hereafter set forth; nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under Sections 3.8, 3.9, 3.10, 4.7, and 7.4 of this Agreement, or liability for (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

#### Section 2.12 AHP Loan Commitment.

Borrower shall submit a timely and complete application for a commitment of the AHP Loan in the first AHP application round of 2012, currently scheduled for April 2012. Borrower shall use diligent good faith efforts secure a commitment for the AHP Loan by August 31, 2012. If Borrower does not obtain a commitment for the AHP Loan by August 31, 2012, Borrower and the County shall meet and confer in good faith for a period not to exceed sixty (60) days to determine if the Borrower should submit a further application for AHP funds or if a feasible and mutually acceptable alternate arrangement may be made to finance the rehabilitation of the Development. If no agreement is reached by the parties within such 60-day period, the County may declare an Event of Default and pursue any and all remedies available to it under this Agreement and under law.

### ARTICLE 3 ACQUISITION AND REHABILITATION OF THE DEVELOPMENT

#### Section 3.1 Acquisition.

Borrower shall complete the acquisition of the Development in accordance with the Approved Development Budget.

### Section 3.2 Permits and Approvals.

Borrower shall apply for all permits and approvals necessary for the rehabilitation of the Development no later than December 31, 2012, or by such later date that the County approves in writing.

### Section 3.3 Scope of Work.

Borrower shall cause the rehabilitation of the Development to be completed in a timely manner and to include the improvements described in Exhibit C.

### Section 3.4 Bid Package.

(a) Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package, Borrower shall submit to the County a copy of Borrower's general contractor's proposed Bid Package. The County's Deputy Director – Current Planning, or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) business days after receipt of the Bid Package by the County. If the County rejects the proposed Bid Package, the reasons therefore must be given to Borrower. The Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package.

(b) The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

### Section 3.5 Construction Contract.

(a) Not later than thirty (30) days prior to the proposed Commencement of Construction, Borrower shall submit to the County for its approval a draft of the proposed construction contract for the Development. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for rehabilitation of the Development is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the rehabilitation, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract will include all applicable NSP3 requirements set forth in Section 4.6 below. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within ten (10) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in ten (10) days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Development is to be in the form approved

by the County.

### Section 3.6 Construction Bonds.

Not later than thirty (30) days prior to the proposed Commencement of Construction Borrower shall deliver to the County copies of labor and material bonds and performance bonds for the rehabilitation of the Development in an amount equal to one hundred percent (100%) of the scheduled cost of the rehabilitation of the Development. Such bonds must name the County as a co-obligee.

### Section 3.7 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Development to occur no later than December 31, 2012, or such later date that the County approves in writing. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of rehabilitation of the Development in the notice to proceed issued by Borrower to Borrower's general contractor.

### Section 3.8 Completion of Construction.

Borrower shall diligently prosecute rehabilitation of the Development to completion, and shall cause rehabilitation of the Development to be completed no later than December 31, 2013, or such later date that the County approves in writing.

### Section 3.9 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall rehabilitate the Development in conformance with (i) the plans and specifications approved by the City's Building Inspection Department, and (ii) the Approved Development Budget. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions that affect the requirements set forth in Exhibit C. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in the rehabilitation may be performed: (i) any change in the work the cost of which exceeds Ten Thousand Dollars (\$10,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds Fifty Thousand Dollars (\$50,000) or ten percent (10%) of the Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Development as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Development to be performed in compliance with:

(i) all applicable laws, ordinances, codes (including building codes), rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter;

(ii) the property standards set out in 24 C.F.R. Section 5.701 et seq.;

and

(iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Borrower may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

(c) Energy Efficiency. Borrower shall cause the rehabilitation of the Development to be in compliance with the Energy Star Qualified New Homes standards, to the extent feasible and to the extent applicable (i.e. older products and appliances such as windows, doors, lighting, hot water heaters, furnaces, refrigerators must be replaced with Energy-Star labeled products and water efficient toilets, showers, and faucets such as those with the WaterSense label must be installed). Borrower is encouraged to incorporate environmentally-friendly ("green") and other energy efficient elements in the Development as recommended in Attachment C to the NSP3 Regulations.

(d) Asbestos Abatement and Lead Paint Remediation. Borrower shall ensure that all asbestos abatement and lead paint remediation is performed by a contractor(s) licensed and certified to perform such abatement and remediation. Borrower shall also ensure that all such abatement and remediation is performed in accordance with applicable local, state and federal law.

### Section 3.10 Prevailing Wages.

(a) Davis Bacon. Borrower shall cause rehabilitation of the Development to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148). Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the rehabilitation of the Development or any other work undertaken or in connection with the Property. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

(b) State Prevailing Wages. To the extent applicable, Borrower shall pay and shall cause the contractor and subcontractors to pay prevailing wages in the rehabilitation of the Development as those wages are determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices as required by California Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"). Borrower shall and shall cause the contractor and subcontractors to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR. Borrower shall and shall cause the contractor and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are

required by California Labor Code Section 1777.5 et seq. Copies of the currently applicable current per diem prevailing wages are available from DIR. During the rehabilitation of the Development, Borrower shall or shall cause the contractor to post at the Property the applicable prevailing rates of per diem wages. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the rehabilitation of the Development or any other work undertaken or in connection with the Property. The requirements in this Subsection survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

### Section 3.11 Accessibility.

Borrower shall rehabilitate the Development in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations (collectively, the "Accessibility Requirements"). In compliance with Section 504, if the rehabilitation is substantial as defined in 24 C.F.R. 8.23(a), a minimum of one (1) Unit of all Units must be rehabilitated to be fully accessible to households with a mobility impaired member and an additional one (1) Unit of all Units must be rehabilitated to be fully accessible to hearing and/or visually impaired persons. Non-substantial alterations must comply with 24 C.F.R. 8.23(b) including the requirement that any alterations to common areas and parts of the Development affecting accessibility must, to the maximum extent feasible, be made accessible. In compliance with Section 504 Borrower shall provide the County with a certification from the Development architect that to the best of the architect's knowledge, the Development complies with all federal and state accessibility requirements applicable to the Development. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to rehabilitate the Development in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

### Section 3.12 Relocation.

(a) Borrower represents and warrants to the County that at the time of acquisition of the Property, the Property will be vacant. If and to the extent that rehabilitation of the Improvements results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to preparation of a relocation plan, relocation planning, advisory assistance, and payment of monetary benefits, including, without limitation, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.) and implementing regulations at 49 CFR 24 et seq. (as modified



by the NSP3 Requirements); Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. Part 42 and 24 C.F.R. 570.606; and California Government Code 7260 et seq., and implementing regulations at 25 California Code of Regulations 6000 et seq. (together, the “Relocation Laws”).

(b) If and to the extent that rehabilitation of the Improvements results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, Borrower shall prepare and submit a relocation plan to the County for approval.

(c) Borrower is solely responsible for payment of any relocation benefits to any displaced persons and for compliance with the Relocation Laws.

(d) Borrower shall indemnify, defend and hold harmless, (with counsel reasonably acceptable to the County), the County and its boardmembers, supervisors, directors, officers, employees, agents, successors and assigns, against any claim for damages, compensation, fines, penalties, relocation payments or other amounts and expenses (including reasonable attorneys' fees) arising out of the failure or alleged failure of any person or entity (including Borrower, or the County) to satisfy relocation obligations related to the Development. This obligation to indemnify shall survive termination of this Agreement.

#### Section 3.13 Marketing Plan.

(a) No later than six (6) months prior to the projected date of the completion of the rehabilitation of the Development, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households, as required by the Regulatory Agreement (the “Marketing Plan”). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws.

(b) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after submission. If the Marketing Plan is not approved, Borrower shall submit a revised Marketing Plan within fifteen (15) days. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County by three (3) months prior to the projected date of the completion of the Development, Borrower will be in default of this Agreement.

#### Section 3.14 Equal Opportunity.

During the rehabilitation of the Development, discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

#### Section 3.15 Minority and Women-Owned Contractors; Local Hiring.

(a) Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the rehabilitation of the Development. Borrower shall, at a minimum, notify applicable minority-

owned and women-owned business firms located in Contra Costa County of bid opportunities for the rehabilitation of the Development. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

(b) Pursuant to Section II.U. of the NSP3 Regulations, Borrower shall, to the maximum extent feasible, provide for the hiring of employees who reside in the "vicinity" of the Development and shall contract with "small businesses" that are owned and operated by persons residing in the vicinity of the Development. For the purposes of this Section, "vicinity" means the Monument Corridor of the City of Concord, and "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act.

#### Section 3.16 Progress Reports.

Until such time as Borrower has received a certificate of occupancy from the City for the Development, Borrower shall provide the County with quarterly progress reports regarding the status of the rehabilitation of the Development, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.20 below.

#### Section 3.17 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the rehabilitation of the Development take place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or rehabilitation of the Development.

#### Section 3.18 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in

the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development and Property.

#### Section 3.19 Inspections.

Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the County and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement.

#### Section 3.20 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Development Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Development Budget to the County for approval within five (5) days of the date Borrower receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget. Written consent of the County will be required to amend the Approved Development Budget.

#### Section 3.21 Developer Fee.

The maximum cumulative Developer Fee that may be paid to any entity or entities providing development services to the Development, whether paid up-front or on a deferred basis, is not to exceed One Hundred Fifty Nine Thousand One Hundred Thirteen Dollars (\$159,113) (the "Developer Fee").

### ARTICLE 4 LOAN REQUIREMENTS

#### Section 4.1 Financial Accountings and Post-Completion Audits.

No later than sixty (60) days following completion of rehabilitation of the Development, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds for the Development.

No later than one hundred fifty (150) days following completion of rehabilitation of the Development, Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Development.

#### Section 4.2 Annual Operating Budget.

At the beginning of each year of the Term, Borrower shall provide to the County an annual budget for the operation of the Development. Unless rejected by the County in writing within fifteen (15) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days of notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

#### Section 4.3 Information.

Borrower shall provide any information reasonably requested by the County in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

#### Section 4.4 Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 7.9 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement are to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and are to be consistent with requirements of this Agreement. All such books, records, and accounts are to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Borrower may be required to furnish to any governmental agency are to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after the creation of such records in compliance with all HUD records and accounting requirements including. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. The records are to include all invoices, receipts, and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in such a form as to allow the County to comply with the record keeping requirements contained in 24 C.F.R. 570.506 and the NSP3 Regulations. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the Loan funds.

(ii) Records demonstrating the eligibility of activities under CDBG regulations set forth in 24 CFR 570 et seq. and that use of the NSP3 Funds meets one of the national objectives of the CDBG program set forth in 24 CFR 570.208;

(iii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements;

(iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(v) Financial records as required by 24 C.F.R. 570.502, and OMB Circular A-110 (24 C.F.R. Part 84);

(vi) Records demonstrating compliance with local hiring and MBE/WBE requirements;

(vii) Records demonstrating compliance with Section 3;

(viii) Records demonstrating compliance with applicable acquisition and relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;

(ix) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

#### Section 4.5 County Audits.

(a) Each year, Borrower shall provide the County with a copy of Borrower's annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development. Borrower shall also follow audit requirements of the Single Audit Act and OMB Circulars A-122 and 110.

(b) In addition, the County may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development, including but not limited to the Residual Receipts. Any such audit is to be conducted during normal business hours at the principal place of business of Borrower and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Borrower.

(c) If, as a result of an audit, it is determined that there has been a deficiency in an Annual Payment to the County, the total amount of such deficiency (the “Shortfall”) will immediately be due and payable with interest at the Default Rate, from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by more than five percent (5%), then Borrower shall pay, in addition to the Shortfall and interest charges, all of the County's costs and expenses incurred as a result of the audit or review of Borrower's accounts and records.

#### Section 4.6 NSP3 Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the NSP3 Funds as set forth in the NSP3 Requirements, and with the requirements of the Regulatory Agreement and the Project Agreement. In the event of any conflict between this Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the Loan include (but are not limited to) the following:

(i) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5.

(ii) Applicability of OMB Circulars. The applicable policies, guidelines, and requirements of OMB Circulars Nos. A-87, A-102, Revised, A-110, A-122, and A-133.

(iii) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24.

(iv) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608.

(v) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

(vi) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24(as modified by the NSP3 Requirements); 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.

(vii) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto.

(viii) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time.

(ix) Uniform Administrative Requirements. The provisions of 24 C.F.R. 570.502 regarding cost and auditing requirements to the extent applicable.

(x) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this Agreement:

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(xi) Labor Standards. The labor requirements set forth in 24 C.F.R. Section 570.603; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-



Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

(xii) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24.

(xiii) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87.

(xiv) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist.

(xv) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement.

(xvi) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds.

Section 4.7 Hazardous Materials.

(a) Borrower shall keep and maintain the Property in compliance with, and may not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Borrower may not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes, "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"), (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"), and (iii) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The County has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower. Borrower shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (i) all foreseeable consequential damages, (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans, and (iii) all reasonable costs and expenses incurred by the County in connection with clauses (i) and (ii), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision

include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement.

(d) Without the County's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action, (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder, or (iv) the action has been agreed to by the County.

(e) Borrower hereby acknowledges and agrees that (i) this Section is intended as the County's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (i) waive its lien on such environmentally impaired or affected portion of the Property and (ii) exercise (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of

Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) and the maximum rate permitted by law, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

#### Section 4.8 Maintenance and Damage.

(a) During the course of both rehabilitation and operation of the Development, Borrower shall maintain the Development and the Property in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Borrower has not cured such condition within thirty (30) days after receiving a County notice of such a condition, then in addition to any other rights available to the County, the County may perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property, subject to the provisions provided in subsection (b) below.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and is to be complete within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance proceeds collected for such damage or destruction are to be promptly delivered by Borrower to the County as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

#### Section 4.9 Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency. However, Borrower is not required to pay and discharge any such charge so long as (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

#### Section 4.10 Notice of Litigation.

Borrower shall promptly notify the County in writing of any litigation that has the potential to materially affect Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

#### Section 4.11 Operation of Development as Affordable Housing.

(a) Borrower shall operate the Development as an affordable housing development consistent with (i) HUD's requirements for use of the NSP3 Funds, (ii) the Regulatory Agreement, and (iii) any other regulatory requirements imposed on Borrower including but not limited to the regulatory agreement associated with the MHSA Loan.

(b) Before leasing any unit in the Development, Borrower shall submit its proposed form of lease agreement for the County's review and approval. The form of lease must, at a minimum, comply with Sections 6.1 and 6.2 of the Regulatory Agreement.

(c) Before leasing any unit in the Development, Borrower shall provide the County, for its review and approval, with Borrower's written tenant selection plan pursuant to Section 3.2 of the Regulatory Agreement.

(d) Borrower shall evaluate the income eligibility of each Tenant household in County-Assisted Units pursuant to the County's approved Tenant certification procedures set forth in Section 3.1 of the Regulatory Agreement.

(e) Borrower shall maintain all documents setting forth the household income of each household occupying a County-Assisted Unit, and the total amount for rent, utilities, and related services charged to each household occupying the Development, as prescribed by the Regulatory Agreement.

#### Section 4.12 Nondiscrimination.

Borrower covenants by and for itself and its successors and assigns that, except as required pursuant to any regulatory agreement entered into between Borrower and CalHFA with respect to the MHSA Loan funds, there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

#### Section 4.13 Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment,

or transfer, whether voluntary or involuntary, of (i) any rights and/or duties under this Agreement, and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with the Regulatory Agreement.

(b) No Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the grant of the security interests in the Development for Approved Financing.

#### Section 4.14 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Worker's Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Commercial Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builder's Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and

(iii) above, except that the limit of liability for comprehensive general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsections (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Comprehensive General Liability, Comprehensive Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain (i) the agreement of the insurer to give the County at least thirty (30) days notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

#### Section 4.15 Anti-Lobbying Certification.

Borrower certifies, to the best of Borrower's knowledge or belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less

than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

Section 4.16 Covenants Regarding Approved Financing.

(a) Borrower shall promptly pay the principal and interest when due on any Approved Financing.

(b) Borrower shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender and provide the County copies of any notice of default.

(c) Borrower may not amend, modify, supplement, cancel or terminate any documents related to any loan that is part of the Approved Financing without the prior written consent of the County.

(d) Borrower may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.



(d) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered, constitute legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the organizational documents of Borrower, or conflict with any agreement to which Borrower is a party, or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The rehabilitation of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens in favor of the County or approved in writing by the County.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Property and the rehabilitation of the Development in accordance with the terms of this Agreement.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material

taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

## ARTICLE 6 DEFAULT AND REMEDIES

### Section 6.1 Events of Default.

Each of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. Failure of Borrower to obtain permits, commence, and prosecute to completion, rehabilitation of the Development within the times set forth in Article 3 above;

(b) Failure to Make Payment. Failure to make any payment when such payment is due pursuant to the Loan Documents.

(c) Breach of Covenants. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents or the Project Agreement (other than obligations described in subsections (a) and (b) above), and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Borrower; provided, however, that if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control.

(d) Default Under Other Loans. A default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(e) Insolvency. A court having jurisdiction makes or enters any decree or order (i) adjudging Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically,

without the need for any action by the County, the indebtedness evidenced by the Note.

(f) Assignment; Attachment. Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(g) Suspension; Termination. Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(h) Liens on Property and the Development. Any claim of lien (other than liens approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(i) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development.

(j) Unauthorized Transfer. Any Transfer other than as permitted pursuant to Section 4.13.

(k) Representation or Warranty Incorrect. Any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Loan Documents, proves to have been incorrect in any material respect when made.

## Section 6.2 Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods, the County may proceed with any and all remedies available to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs

and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand therefore, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default, together with interest from the date of expenditure until the date of reimbursement at the Default Rate.

#### Section 6.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

#### Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

### ARTICLE 7 GENERAL PROVISIONS

#### Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the rehabilitation and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that

contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the rehabilitation or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the rehabilitation or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Deputy Director – Current Planning is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County’s Board of Supervisors.

Section 7.4 Indemnification.

Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property, and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the grossly negligent or willful misconduct of the County, its agents, and its employees. The provisions of this Section will survive the expiration of the Term and the reconveyance of the Deed of Trust.

Section 7.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County, or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.7 Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the rehabilitation of the Development.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the County, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

(d) Borrower shall comply with the conflict of interest provisions set forth in 24 C.F.R. 570.611.

#### Section 7.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Affordable Housing Program Manager

Borrower: Robin Lane LLC  
1250 Addison Street, Suite G  
Berkeley, CA 94702  
Attn: Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this

Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.15 County Approval.

The County has authorized the County Deputy Director-Current Planning to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents.

Section 7.16 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties

The Loan Documents and the Project Agreement constitute the entire agreement of the Parties with respect to the Loan; provided, however, if there is a conflict between the Project Agreement and the Loan Documents, the terms of the Loan Documents will prevail.

Section 7.19 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

***Remainder of Page Left Intentionally Blank***



WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

**COUNTY:**

COUNTY OF CONTRA COSTA, a political  
subdivision of the State of California

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**BORROWER:**

ROBIN LANE LLC, a California limited liability  
company

By: AHA Development, Inc., a California  
nonprofit public benefit corporation, its sole  
member

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

The land is situated in the State of California, County of Contra Costa, and is described as follows:

## EXHIBIT B

### APPROVED DEVELOPMENT BUDGET

## Robin Lane Apartments Development Budget

Land Cost	1,035,000
Acquisition T&R	10,000
Acquisition Holding Costs/Transfer Taxes	1,139
Unit Construction	556,569
Hard Cost Contingency	139,142
Architecture	56,000
Survey	5,000
Engineering	15,000
Enviro Testing - Phase 1, Asbestos, Toxics	25,000
Construction Loan Fees - MHSA Origination	5,600
Construction Lender Costs/Expenses	8,920
Owner Legal - Org of Partnership	5,000
Operating Reserve (3 months)	33,391
RE Taxes	31,050
Planning Fees	16,040
Building & Plan Check	10,436
PG&E	10,000
AT&T	10,000
Builders Risk Insurance	25,000
General Liability Insurance	20,000
Appraisal	5,000
Market Study	5,000
Marketing & Leasing	25,000
Soft Cost Contingency	15,947
Developer Fee	156,313
Accountant Fee (Audit/Cost Cert)	7,500
<b>Total</b>	<b>2,233,046</b>

### Sources of Funds

AHP loan	150,000
Neighborhood Stabilization Program	1,523,046
MHSA Capital	560,000
<b>Total</b>	<b>2,233,046</b>

## EXHIBIT C

### REHABILITATION: MINIMUM REQUIREMENTS

The Development consists of two buildings, each two stories. The rehabilitation of the two buildings will include interior upgrades (flooring, cabinetry, bathroom fixtures, exhaust fans, and appliances), electrical upgrades, window replacement, installation of energy efficient upgrades (heating and HVAC, lighting, and water), painting (exterior and interior), and exterior upgrades (fascia boards, handrails, stairs, fencing, paving and landscaping). The rehabilitation work will also include converting two of the existing two-bedroom apartments to provide: 1) an ADA accessible one-bedroom apartment on the ground floor and 2) an on-site manager's unit with separate, adjacent office. The modifications will result in a final unit mix of six one-bedroom apartments (including the resident manager's unit) and ten two-bedroom apartments.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Affordable Housing Program Manager

No fee for recording pursuant to  
Government Code Section 27383

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REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
(Robin Lane NSP3 Funds)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is dated January \_\_, 2012 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Robin Lane LLC, a California limited liability company ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received Neighborhood Stabilization Program 3 funds ("NSP3 Funds") from the United States Department of Housing and Urban Development ("HUD") under Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "NSP3 Act"), which amends Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA"). The NSP3 Funds must be used by the County in accordance with 75 F.R. 64322 (Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants) (the "NSP3 Regulations"). Together, the NSP3 Act and the NSP3 Regulations are the "NSP3 Requirements."

C. Except as otherwise prescribed by the NSP3 Requirements, the statutory and regulatory provisions that govern the Community Development Block Grant ("CDBG") program under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (including those at 24 CFR part 570 subparts A, C, D, J, K, and O, as appropriate), (the "CDBG Regulations"), apply with equal force to the NSP3 Funds. The County has adopted the Home Investment Partnerships Act ("HOME") program standards at 24 C.F.R. Part 92 (the "HOME Regulations") to define the affordable rents, continued affordability standards, and enforceability mechanisms governing the use of the NSP3 Funds.

D. Borrower intends to acquire the real property commonly known as 1149 Meadow Lane and 1890 Robin Lane, located in the City of Concord, County of Contra Costa, State of California, and more particularly described in Exhibit A (the "Property"). The purchase price of the Property is One Million Thirty-Five Thousand Dollars (\$1,035,000). According to an appraisal dated November 2, 2011, which was prepared for the Borrower by Thomas E. Dum Real Estate Appraisers, Inc., the Property was valued at One Million Fifty Thousand Dollars (\$1,050,000) as of October 25, 2011. The Property was previously foreclosed upon and transferred to Great Western Bank by a Trustee's Deed Upon Sale that was recorded on January 31, 2011.

E. The Property is the site of two vacant apartment buildings that contain a total of sixteen (16) apartments. The buildings and all other improvements to the Property, including all landscaping, roads, and parking spaces, are referred to herein as the "Improvements," or as the "Development." Borrower intends to rehabilitate the Development and rent fifteen (15) of the apartments to very low income families, reserving one unit as a manager's unit.

F. Pursuant to a loan agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending to Borrower One Million Five Hundred Twenty Three Thousand Forty Six Dollars (\$1,523,046) in NSP3 Funds (the "Loan") to finance the acquisition and rehabilitation of the Development.

G. The County has the authority to lend the Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the NSP3 Funds pursuant to Section 2301(c)(3)(B) of HERA, and 24 C.F.R. 570.202 of the CDBG Regulations.

H. The County has agreed to make the Loan on the condition that the Borrower maintain and operate the Development in accordance with restrictions set forth in this Agreement and in the related documents evidencing the Loan.

In consideration of receipt of the Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

## AGREEMENT

### ARTICLE 1 DEFINITIONS

#### 1.1 Definitions.

The following terms have the following meanings:

(a) "Actual Household Size" means the actual number of persons in the applicable household.

(b) "Adjusted Income" means the total anticipated annual income of all persons in the Tenant household as calculated pursuant to 24 C.F.R. 92.203(b)(1).

(c) "Agreement" has the meaning set forth in the first paragraph of this Agreement.

(d) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h).

(e) "CDBG" has the meaning set forth in Paragraph C of the Recitals.

(f) "CDBG Regulations" has the meaning set forth in Paragraph C of the Recitals.

(g) "City" means the City of Concord, a municipal corporation.

(h) "County-Assisted Units" means the fifteen (15) Units within the Development designated as assisted by the County pursuant to this Agreement.

(i) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Loan and Borrower's performance of the covenants set forth in the documents evidencing the Loan.

(j) "Development" has the meaning set forth in Paragraph E of the Recitals.

(k) "HERA" has the meaning set forth in Paragraph B of the Recitals.

(l) "HOME" has the meaning set forth in Paragraph C of the Recitals.

(m) "HOME Regulations" has the meaning set forth in Paragraph C of the Recitals.

(n) "HOME Term" means the period beginning on the date of this Agreement and ending on the twentieth (20<sup>th</sup>) anniversary of the date of this Agreement.

(o) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(p) "Loan" has the meaning set forth in Paragraph F of the Recitals.

(q) "Loan Agreement" has the meaning set forth in Paragraph F of the Recitals.

(r) "Loan Documents" means this Agreement, the Note, the Deed of Trust, and the Loan Agreement.

(s) "Low HOME Rent" means a monthly Rent amount not exceeding the maximum rent published by HUD for a Very Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(b).

(t) "Low Income Household" means a Tenant household with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty percent (80%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as such definition may be amended pursuant to 24 C.F.R. Section 92.2.

(u) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(v) "Note" means the promissory note of even date herewith that evidences Borrower's obligation to repay the Loan.

(w) "NSP3 Act" has the meaning set forth in Paragraph B of the Recitals.

(x) "NSP3 Funds" has the meaning set forth in Paragraph B of the Recitals.

(y) "NSP3 Regulations" has the meaning set forth in Paragraph B of the Recitals.

(z) "NSP3 Requirements" has the meaning set forth in Paragraph B of the Recitals.

(aa) "Property" has the meaning set forth in Paragraph D of the Recitals.

(bb) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Borrower which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(cc) "Tenant" means the tenant household that occupies a Unit in the Development.



(dd) "Term" means the term of this Agreement which commences as of the date of this Agreement, and unless sooner terminated pursuant to the terms of this Agreement, expires on the date fifty-five (55) years from the date of this Agreement.

(ee) "Unit(s)" means one (1) or more of the units in the Development.

(ff) "Very Low Income Household" means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty percent (50%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as set forth in 24 C.F.R. Section 92.2.

(gg) "Very Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

## ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

### 2.1 Occupancy Requirements.

(a) Very Low Income Units. During the Term, Borrower shall rent fifteen (15) Units, and ensure that these Units are occupied or, if vacant, available for occupancy, by Very Low Income Households. The County-Assisted Units are comprised of five (5) one-bedroom Units and ten (10) two-bedroom Units.

(b) Disabled Persons Occupancy. Borrower shall cause the Development to be operated at all times in compliance with the provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, and (v) the Americans With Disabilities Act of 1990, which relate to disabled persons access. Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its boardmembers, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection will survive expiration of the Term or other termination of this Agreement, and remain in full force and effect.

### 2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent paid by Tenants of Very Low Income Units, may not exceed the Low HOME Rent.

(b) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by

Borrower. All Tenants must have equal access to and enjoyment of all common facilities in the Development.

### 2.3 Rent Increases; Increased Income of Tenants.

(a) Rent Increases. The initial Rents and subsequent Rents for all County-Assisted Units must be approved by the County prior to occupancy and are subject to the HOME Regulations. All Rent increases for all County-Assisted Units are also subject to County approval. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. Tenants are to be given at least sixty (60) days written notice prior to any Rent increase. The County will provide Borrower with a schedule of maximum permissible Rents for the County-Assisted Units annually.

(b) Increased Income above Very Low but below Low Income Limit. Subject to Subsection (a) above, if, upon the annual certification of the income of a Tenant of a County-Assisted Unit, Borrower determines that the income of a Very Low Income Household has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Low HOME Rent. When the Tenant vacates the Unit, the Borrower shall rent the Unit to a Very Low Income Household, to comply with the requirements of Section 2.1 above.

(c) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County-Assisted Unit, Borrower determines that the income of a Very Low Income Household has increased above the qualifying limit for a Low Income Household, such Tenant shall be permitted to retain the Unit and upon expiration of the Tenant's lease and upon sixty (60) days written notice, the Rent must be increased to the lesser of one-twelfth (1/12<sup>th</sup>) of thirty percent (30%) of the actual Adjusted Income of the Tenant, or fair market rent. When the Tenant vacates the Unit, the Borrower shall rent the Unit to a Very Low Income Household, to comply with the requirements of Section 2.1 above.

(d) Termination of Occupancy. Upon termination of occupancy of a Unit by a Tenant, Borrower shall rent such Unit to a Very Low Income Household to comply with the requirements of Section 2.1 above.

## ARTICLE 3 INCOME CERTIFICATION AND REPORTING

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, immediately prior to initial occupancy, and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of

Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Tenant Selection Plan. Before leasing any Unit in the Development Borrower shall submit to County for review and approval, a written tenant selection plan. Borrower's tenant selection plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d) and any modifications thereto. Borrower may not make material modifications to its tenant selection plan without the prior written approval of the County, which approval shall not be unreasonably withheld or delayed.

3.3 Reporting Requirements. Borrower shall submit to the County (a) not later than the forty-fifth (45<sup>th</sup>) day after the close of each calendar year, or such other date as may be requested by the County, a statistical report, including income and rent data for all Units, setting forth the information called for therein, and (b) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.4 Additional Information. Borrower shall provide any additional information reasonably requested by the County.

3.5 Records. Borrower shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the County to inspect records, including records pertaining to the selection of Tenants, and income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.6 HOME Record Requirements. For the period of the HOME Term all records maintained by Borrower pursuant to Sections 3.3 and 3.5 above are to be (i) maintained in compliance with all applicable HUD records and accounting requirements, and (ii) open to and available for inspection and copying by HUD and its authorized representatives at reasonable intervals during normal business hours; provided however, records pertaining to Tenant income verifications, Rents, and Development inspections are subject to HUD inspection for five (5) years after expiration of the HOME Term. Borrower is subject to the audit requirements set forth in 24 CFR 92.505 during the HOME Term.

3.7 On-Site Inspection. The County may perform an on-site inspection of the Development at least one (1) time per year. Borrower shall cooperate in such inspection.

## ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Program Requirements. Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with NSP3 Funds, and (iii) any other regulatory requirements imposed on the Development.

4.3 Taxes and Assessments. Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Borrower may contest in good faith, any such taxes, assessments, or charges. In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.4 Property Tax Exemption. Borrower shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g) without the prior written consent of the County.

## ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property manager is also required.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County approves Affordable Housing Associates, Inc. as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed

management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.7 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance. Borrower shall maintain, for the entire Term of this Agreement, all interior and exterior Improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in accordance with the following maintenance conditions:

The County places prime importance on quality maintenance to protect its investment and to ensure that all County and County-assisted affordable housing projects within the County are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Development will be acceptable to the County assuming Borrower agrees to provide all necessary improvements to assure the Development is maintained in good condition. Borrower shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

In the event that Borrower breaches any of the covenants contained in this section and such default continues for a period of five (5) business days after written notice from the County with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount shall be promptly paid by Borrower to the County upon demand.

## ARTICLE 6 MISCELLANEOUS

6.1 Lease Provisions. In newly leasing the Units within the Development, Borrower shall use a form of lease approved by the County, which approval shall not be unreasonable withheld or delayed. The lease must not contain any provision which is prohibited by 24 C.F.R. Section 92.253(b) and any amendments thereto. The form of lease must comply with all requirements of this Agreement, the other Loan Documents and must, among other matters:

(a) provide for termination of the lease for failure to: (i) provide any information required under this Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this Agreement, or (ii) qualify as a Very Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

(b) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 (a) above.

(c) include a provision which requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.11 of the Loan Agreement and who is not in need

of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

6.2 Lease Termination. Any termination of a lease or refusal to renew a lease for a County-Assisted Unit within the Development must be in conformance with 24 C.F.R. 92.253(c), and must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

6.3 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this Agreement or except as required pursuant to any regulatory agreement entered into between Borrower and the California Housing Finance Agency with respect to the Mental Health Services Act funds. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.4 Term. The provisions of this Agreement apply to the Property for the entire Term even if the Loan is paid in full prior to the end of the Term. This Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by County. County is making the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.5 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the

Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County's Deputy Director – Current Planning.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a), which would include the County's Deputy Director – Current Planning) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.6 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.7 Enforcement by The County. If Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the County may enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the Loan. The County may declare a default under the Note, accelerate the indebtedness evidenced by the Note, and proceed with foreclosure under the Deed of Trust.

(b) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this Agreement, and may seek damages.

(c) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.



6.8 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.9 Recording and Filing. The County and Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.10 Governing Law. This Agreement is governed by the laws of the State of California.

6.11 Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Agreement extends to or affects any other provision of this Agreement, and may not be deemed to do so.

6.12 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.13 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa  
Department of Conservation and  
Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Affordable Housing Program  
Manager

Borrower: Robin Lane LLC  
1250 Addison Street, Suite G  
Berkeley, CA 94702  
Attn: Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.14 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.

6.15 Multiple Originals; Counterparts. This Agreement may be executed in multiple

originals, each of which is deemed to be an original, and may be signed in counterparts.

WHEREAS, this Agreement has been entered into by the undersigned as of the date first written above.

**COUNTY:**

COUNTY OF CONTRA COSTA, a political  
subdivision of the State of California

By: \_\_\_\_\_

Its:\_\_\_\_\_

Approved as to form:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**BORROWER:**

Robin Lane LLC, a California limited liability  
company

By: AHA Development, Inc., a California  
nonprofit public benefit corporation, its sole  
member

By:\_\_\_\_\_

Its:\_\_\_\_\_



## EXHIBIT A

### Legal Description

The land is situated in the State of California, County of Contra Costa, and is described as follows:

PROMISSORY NOTE  
(Robin Lane NSP3 Loan)

\$1,523,046

Martinez, California  
January 24, 2012

FOR VALUE RECEIVED, the undersigned Robin Lane LLC, a California limited liability company ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of One Million Five Hundred Twenty Three Thousand Forty Six Dollars (\$1,523,046) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of One Million Five Hundred Twenty Three Thousand Forty Six Dollars (\$1,523,046) with interest for the funds loaned to Borrower by Holder to finance the acquisition and rehabilitation of the Development pursuant to the NSP3 Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

2. Interest.

(a) Subject to the provisions of Subsection (b) below, this Note bears simple interest at a rate of three percent (3%) per annum from the date of disbursement until full repayment of all principal.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55<sup>th</sup>) anniversary of the date of this Note, which is January\_\_\_\_, 2067. This Note is due and payable as set forth in Section 2.9 of the Loan Agreement.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.11 of the Loan Agreement. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Affordable Housing Program Manager, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time

to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

Robin Lane LLC, a California limited liability  
company

By: AHA Development, Inc., a California  
nonprofit public benefit corporation, its sole  
member

By:\_\_\_\_\_

Its:\_\_\_\_\_



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Affordable Housing Program Manager

No fee for recording pursuant to  
Government Code Section 27383

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DEED OF TRUST WITH ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING  
(Robin Lane)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of January 24, 2012, by and among Robin Lane LLC, a California limited liability company ("Trustor"), Old Republic Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with the Note (defined in Section 1.4 below) until paid or cancelled and any other amounts owing under the Loan Documents (defined in Section 1.3 below). Said principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable. The Note

and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR  
COVENANTS AND AGREES:

## ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan" means the loan made by the Beneficiary to the Trustor in the amount of One Million Five Hundred Twenty Three Thousand Forty Six Dollars (\$1,523,046).

Section 1.2 The term "Loan Agreement" means that certain NSP3 Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor One Million Five Hundred Twenty Three Thousand Forty Six Dollars (\$1,523,046).

Section 1.3 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, and the Regulatory Agreement, and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Loan.

Section 1.4 The term "Note" means the Promissory Note in the principal amount of One Million Five Hundred Twenty Three Thousand Forty Six Dollars (\$1,523,046) of even date herewith, executed by Trustor in favor of the Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. (A copy of the Note is on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.)

Section 1.5 The term "Principal" means the amount required to be paid under the Note.

Section 1.6 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between the Beneficiary and the Trustor.

## ARTICLE 2 MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

### Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

### Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

### Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents except in connection with the Bond Loan, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents

and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

### ARTICLE 3 TAXES AND INSURANCE; ADVANCES

#### Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges,

Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

### Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

### Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4  
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1    Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. The Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor (taking into account the Funds) has sufficient funds to rebuild the improvements in substantially the form that existed prior to the casualty or condemnation.

ARTICLE 5  
AGREEMENTS AFFECTING THE PROPERTY; FURTHER  
ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1    Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2    Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.



Section 5.3    Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4    Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5    Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6    Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7    Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8    Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

## ARTICLE 6 HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the

marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties).

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such

lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

## ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

### Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

### Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

### Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this

Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

#### Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without

further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

#### Section 7.5    Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

#### Section 7.6    Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

#### Section 7.7    No Waiver.

(a)    No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b)    If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein

granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

## ARTICLE 8 MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

### Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Affordable Housing Program Manager

and (2) if intended for Trustor is to be addressed to:

Robin Lane LLC  
1250 Addison Street, Suite G  
Berkeley, CA 94702  
Attn: Executive Director

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

### Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

### Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

### Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and



enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Robin Lane LLC, a California limited liability company

By: AHA Development, Inc., a California nonprofit public benefit corporation, its sole member

By:\_\_\_\_\_

Its:\_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_, 2012, before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (seal)

EXHIBIT A

LEGAL DESCRIPTION

The land is situated in the State of California, County of Contra Costa, and is described as follows:

**To: Board of Supervisors**

**From: Joe Valentine, Employment & Human Services Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Economic Opportunity Council Advisory Board 2011 Annual Report**

---

**RECOMMENDATION(S):**

ACCEPT the 2011 Annual Report from the Economic Opportunity Council Advisory Board for the period January 1, 2011 through December 31, 2011, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

None

**BACKGROUND:**

On June 18, 2002, the Contra Costa County Board of Supervisors adopted Resolution No. 2002/377, requiring each regular and ongoing board, commission and/or committee annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training and certification programs, and proposed work plan/objectives for the following year. The attached report fulfills the requirement for the Economic Opportunity Council Advisory Board.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Economic Opportunity Council Advisory Board would be out of compliance.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: Joe Valentine, 313-1579**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc:

**CHILDREN'S IMPACT STATEMENT:**

None

**Contra Costa County Employment & Human Services Department  
Community Services Bureau  
2011 Advisory Body Annual Report**

Advisory Body: Economic Opportunity Council (EOC)

Meeting Time/Location: Every 2<sup>nd</sup> Thursday of the month/40 Douglas Dr, Martinez, CA

Chair: Julie Mason, Delegate Public Sector 5

Staff Support: Joanne DeNardo, Administrative Services Assistant III

Reporting Period: January 2011 – December 2011

**Recommendation**

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ACCEPT the 2011 Annual Report of the Economic Opportunity Council Advisory Board.

**Activities**

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- Onsite monitoring of the following programs to assess performance of contracts for the following recipients of Community Services Block Grant (CSBG) funds and their impact on addressing community needs and access to services:
  - ❖ CCC Health Services Department Emergency Youth Shelter
  - ❖ City of Richmond Summer Youth Employment Program
  - ❖ Contra Costa Clubhouses
  - ❖ Opportunity Junction
  - ❖ Community Services Bureau Clerical Assistant Trainee ProgramAll programs were reported as meeting their contract requirements and fulfilling their contracts for addressing and meeting community needs.
- Private/Non-Profit member, Jim Sullivan volunteered with the Contra Costa Health Services 2011 Homeless Count in Antioch. This point-in-time count of unsheltered homeless persons helped to document the extent of the problem for funders, establish baseline data for historical purposes and help to better understand the causes of homelessness so more effective responses can be developed.
- Julie Mason attended the countywide Safety Net Summit hosted by John Muir of the Richmond Community Foundation and Kaiser. Summit attendees participated in a poverty-immersion experience to see what it is like for the underserved in our community who use safety net services, and what decisions people are forced to make. This experience allowed participants to rethink how service providers can help to support and ease the process as best as possible under a resource-starved environment.
- Successful completion of the California Community Services and Development Department Desk Audit that was held the week of September 12<sup>th</sup>. No findings or recommendations were reported.

**Accomplishments**

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- The BOS Community Action Month presentation occurred on May 10<sup>th</sup>.
- The late Fred Jackson, former EOC Chair was awarded national recognition when he received the 2011 Jane Thomas Grassroots award at the annual CAP Convention. Mr.



**Contra Costa County Employment & Human Services Department  
Community Services Bureau  
2011 Advisory Body Annual Report**

Jackson was recognized nationally for his long-time services on the EOC and advocacy efforts in delivering messages of peace and hope throughout the community.

- The Community Action Public Hearing was held on May 18<sup>th</sup>. This process allowed the EOC to receive public input on the services that may be needed in the community for planning and development of the 2012-2013 Community Action Plan which was submitted to the California Department of Community Services and Development Department in June.

**Attendance/Representation**

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- Nine general business meetings were scheduled in 2011; a joint training was held with the Head Start/Early Head Start Policy Council in April; EOC was in recess August and December.
- Eight of the nine general business meetings achieved quorum.

**Training/Certification**

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- Three EOC members attended the Facilitative Leadership training occurred on Saturday January 29<sup>th</sup>.
- Joint Meeting of the EOC, PC, and the Board of Supervisors was held in April. Training topic was: Organizational and Community Change to Achieve Collective Impact (CAP of Sonoma County).
- Vice-Chair, Kathy Jones and EOC staff member attended the Annual Community Action Partnership Conference in August. Training topics included: Leadership during challenging times, CSBG overviews, Living the Community Action Promise, and Results Oriented Management and Accountability (ROMA) overview.
- The EOC and PC joint orientation and training was held on September 24<sup>th</sup>. Training Topics included: HS/EHS Continuation Grant, CSBG Block Grant, Parliamentary Procedures, Summary of Public Meeting Requirements, Facilitative Leadership, and Shared Decision Making, EOC Member Roles and Responsibilities, and EOC Bylaws.

**2012 Proposed Work Plan**

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- Support and implementation of the 2012-2013 Community Action Plan strategic plan, goals and objectives through workgroup meetings and updates
- Increased community involvement and information sharing in the areas of interest identified in the Community Action Plan which are: violence awareness, unemployment, safety, housing, and access to health care.
- Support and provide input to the identification of 2012 contracts funded by the Community Services Block Grant.

**To: Board of Supervisors**

**From: Dorothy Sansoe, County Administrator**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Extension of Emergency Declaration Regarding Homelessness**

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**RECOMMENDATION(S):**

CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Government Code Section 8630 required that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. In no event is the review to take place more than 21 days after the previous review.

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, it is appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES

NOES

ABSENT

ABSTAIN

RECUSE

**Contact: Lavonna Martin, 925-313-6736**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

cc:

**CONSEQUENCE OF NEGATIVE ACTION:**

The Board of Supervisors would not be in compliance with Government Code Section 8630.

**CHILDREN'S IMPACT STATEMENT:**

None.

**To: Board of Supervisors**

**From: David Twa, County Administrator**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Election of Retirement Board Member No. 7 Safety Alternate**

**RECOMMENDATION(S):**

ADOPT Resolution No. 2012/36 to set in motion the election procedure to fill the position of Contra Costa County Employees' Retirement Association's Board of Retirement Member No. 7 Safety Alternate.

**FISCAL IMPACT:**

\$16,800 (not including Candidate Statements or any postage increase), 100% Contra Costa County Employee's Retirement Association.

**BACKGROUND:**

The attached Resolution must be adopted by the Board of Supervisors to set in motion the election process to fill the Member No. 7 Safety Alternate seat. The process to appoint Members 5, 9, and 9 Alternate is conducted separately by the Board of Supervisors. For these positions, an application will be posted, the Internal Operations Committee reviews applicants and then makes a recommendation to the full Board.

The procedure and timetable for the election has been cleared by the Elections Department.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐ NOES ☐

ABSENT ☐ ABSTAIN ☐

RECUSE ☐

**Contact: Timothy Ewell, 925-335-1036**

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED:**

**January 24, 2012**

David J. Twa, County  
Administrator and  
Clerk of the Board of  
Supervisors

By: , Deputy

**cc:**

**CONSEQUENCE OF NEGATIVE ACTION:**

If this process is not set into place, there will be a vacancy on the Retirement Board that may not be filled in time.

**CHILDREN'S IMPACT STATEMENT:**

No impact.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**  
**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 01/24/2012 by the following vote:

AYES: ☐  
NOES: ☐  
ABSENT: ☐  
ABSTAIN: ☐  
RECUSE: ☐



**Resolution No. 2012/36**

**IN THE MATTER OF ELECTION OF RETIREMENT BOARD ALTERNATE SEVENTH MEMBER**

The Contra Costa County Board of Supervisors **RESOLVES THAT:**

1. The office of the alternate seventh member of the Contra Costa County Employees' Retirement Association Retirement Board is vacant. Legislation effective January 1, 2012 prescribes that an election be held at the earliest possible date to fill the vacancy. (SB 203 [Chapter 124, Statutes of 2011])
2. The safety members of the retirement system would elect a safety member from the sheriffs group to fill this office for the remainder of the three-year term ending June 30, 2014, since the seventh member seat is currently held by a safety member from the fire suppression group. (Government Code Sections 31523(a) and 31470.2)
3. Nominations shall be on forms provided by the County Clerk starting on March 5, 2012 and filed in that office not later than 5 p.m. on March 30, 2012. The Clerk shall have ballots printed with the nominees' names and with blank spaces for write-in candidates. The Clerk shall have a ballot mailed no later than May 29, 2012 to each member of the appropriate group of the Retirement Association as of April 1, 2012 with a ballot envelope in which to enclose the ballot when voted, imprinted "Retirement Board Ballot" or similar words, together with a "return postage guaranteed" envelope addressed to the County Clerk for mailing the ballot envelope to that office, and with instructions that the ballot shall be marked and returned to the County Clerk before 5 p.m. on election day. (See No.4 below)
4. Election Day is hereby fixed as June 26, 2012. Any Ballot reaching the County Clerk's Office after 5 p.m. on June 26, 2012 shall be voided and not counted.
5. Notice of election and nomination procedure shall be given by the Clerk by publishing a copy of this resolution at least once in the Contra Costa Times, West Contra Costa Times, San Ramon Valley Times, and the Ledger Post Dispatch at least ten days before the last day for receiving nominations. (See No 3 above)
6. On June 27, 2012, the County Clerk shall cause all valid ballots to be publicly opened, counted, and tallied by an Election Board, which shall forthwith certify the return to this Board; and this Board shall declare the winners elected, or arrange for a run-off election in case of a tie.
7. If the County Clerk receives no valid nominations for any position, he shall so inform this Board which shall call a new election therefore; and if the Clerk receives only one nomination for any position, he shall so notify this Board which shall direct the Clerk to cast a unanimous ballot in favor of the nominated member as prescribed in Government Code Section 31523(c).

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Timothy Ewell, 925-335-1036**

**ATTESTED: January 24, 2012**

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**To: Redevelopment Agency Bd of Directors**

**From: David Twa, Redevelopment Agency  
Executive Director**

**Date: January 24, 2012**



**Contra  
Costa  
County**

**Subject: Adopt the Amended Enforceable Obligation Payment Schedule for the Contra Costa County  
Redevelopment Agency**

**RECOMMENDATION(S):**

1. APPROVE and ADOPT, as required under Health and Safety Code Section 34169, the amended Enforceable Obligation Payment Schedule (see Attachment) containing all of the obligations which the Agency has determined are enforceable obligations under Health and safety Code Section 34167(d).
2. AUTHORIZE the Agency's Executive Director or the Executive Director's designee to (a) post the Enforceable Obligation Payment Schedule on the Agency and the County's websites; (b) designate an Agency representative to whom all questions related to the Enforceable Obligation Payment Schedule can be directed; (c) notify, by mail or electronic means, the County Auditor-Controller, the Department of Finance, and the Controller of the Agency's action to adopt the Enforceable Obligation Payment Schedule and to provide those persons with an address to the Agency and County's website and a telephone number and email contact for the Agency's designated contact; and (d) to take such other actions and execute such other documents as are appropriate to effectuate the intent of this Resolution and to implement the Enforceable Obligation Payment Schedule on behalf of the Agency.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **01/24/2012**

☐ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYES ☐

NOES ☐

ABSENT ☐

ABSTAIN ☐

RECUSE ☐

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**ATTESTED: January 24, 2012**

David J. Twa, County Administrator and  
Clerk of the Board of Supervisors

By: , Deputy

**Contact: Steven Goetz, 925-335-1240**

**cc:**

### **FISCAL IMPACT:**

An Enforceable Obligation Payment Schedule will permit the Agency to continue to make payments under its existing contracts and agreements after December 29, 2011. These obligations are secured by Agency revenue. The State Department of Finance may review an Agency action, and such actions will not be effective for three business days, pending a request for review by the State. If the State requests a review of a given Agency action, the State shall have ten days from the date of its request to approve the Agency action or return it to the Agency for reconsideration. Agency reconsideration may include not making the payment.

### **BACKGROUND:**

Generally the Enforceable Obligation Payment Schedule is a list of all of the Agency's debts and obligations. When the Agency is dissolved, the Enforceable Obligation Payment Schedule will be used to determine the distribution of property taxes after the dissolution of the Agency. The Enforceable Obligation Payment Schedule will be effective until a Recognized Obligation Payment Schedule is adopted by the successor agency. The Recognized Obligation Payment Schedule is essentially the successor agency's version of the Enforceable Obligation Payment Schedule; however, it must be approved by an oversight board who will determine whether or not the contracts listed on the schedule should be honored. The adoption of an Enforceable Obligations Payment Schedule is an important step and care should be taken in preparing the schedule.

An Enforceable Obligation Payment Schedule was adopted on August 16, 2011, identifying obligations through December 2011. An amended Enforceable Obligation Payment Schedule was considered by the Agency Board on January 24, 2012. This consideration further amends the Enforceable Obligation Payment Schedule to include payments through January 2012.

The Enforceable Obligation Payment Schedule must list all of the Agency's enforceable obligations and must include the following information for each obligation:

- Project name associated with the obligation;
- Payee;
- Description of the nature of the work, product, service, facility or other thing of value for which payment is to be made; and
- Payments the Agency is obligated to make, by month, through January 2012.

The payment schedules for issued bonds may be aggregated and the payment schedules for payments to employees may be aggregated.

The Enforceable Obligation Payment Schedule must be adopted at a public meeting by the Agency Board. There are no special notice requirements. Once adopted the Enforceable Obligation Payment Schedule must be posted on the Agency's website or the County's website. The Enforceable Obligation Payment Schedule must be transmitted to the State Department of Finance, State Controller and County Auditor-Controller, however, notification providing the website location of the schedule is sufficient for this transmittal.

Under Section 34169(g)(2), the schedule may be amended at any public meeting of the Agency. Like the adopted schedule, any amendment to the schedule must be posted on the Agency's web site. The Agency will be required to wait at least three business days before making a payment under the amended schedule.

### **CONSEQUENCE OF NEGATIVE ACTION:**

The Agency will not be able to make routine amended debt service payments or other payments, unless the Agency Board adopts an amended Enforceable Obligation Payment Schedule.

### **CHILDREN'S IMPACT STATEMENT:**

None.

**ENFORCEABLE OBLIGATION PAYMENT SCHEDULE**  
**Per AB 26 - Section 34167 and 34169 (\*)**

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month												Total
						Aug**	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
1)	1999 Tax Allocation Bonds	US Bank NA	Bonds issue to fund non-housing projects	23,639,945	2,680,502	1,132,672	-	-	-	-	388,915	-	-	-	-	1,158,915	a	2,680,502
2)	1999 Tax Allocation Bonds	US Bank NA	Bonds issue to fund housing projects	4,696,495	445,787	183,723	-	-	-	-	76,032	-	-	-	-	186,032	a	445,787
3)	2003A Tax Allocation Bonds	US Bank NA	Bonds issue to fund non-housing projects	12,036,673	827,630	324,718	-	-	-	-	176,456	-	-	-	-	326,456	a	827,630
4)	2007A/AT/B Tax Allocation Bonds	US Bank NA	Bonds issue to fund non-housing projects	155,590,706	8,677,218	3,275,417	-	-	-	-	2,085,900	-	-	-	-	3,315,901	a	8,677,218
5)	2007A/AT/B Tax Allocation Bonds	US Bank NA	Bonds issue to fund housing projects	27,662,953	1,478,585	556,507	-	-	-	-	387,064	-	-	-	-	535,014	a	1,478,585
6)	Project Improvement Loan	Contra Costa County	Loan for affordable housing project	4,766,773	4,766,773	-	-	-	-	-	4,766,773	-	-	-	-	-	-	4,766,773
7)	Project Improvement Loan	Contra Costa County	Loan for project administration	1,042,767	779,067	-	-	-	-	-	779,067	-	-	-	-	-	-	779,067
8)	Financial Assistance	Park Regency	Agency assistance	3,300,000	550,000	-	-	-	-	-	-	-	-	550,000	-	-	-	550,000
9)	Financial Assistance	Bridge Housing	Agency assistance	2,000,000	100,000	100,000	-	-	-	-	-	-	-	-	-	-	-	100,000
10)	Financial Assistance	AvalonBay	Agency assistance	44,036,198	1,263,380	-	-	-	-	-	-	-	-	1,263,380	-	-	-	1,263,380
11)	Loan Program	CHDC of NR	Commercial rehabilitation loan program	150,000	150,000	-	-	-	-	22,089	25,582	25,582	25,582	25,582	12,792	12,791	-	150,000
12)	Contract for Wayfinding Prog	Sasaki Associates	Pedestrian signage	18,317	18,317	-	5,754	3,365	-	235	4,482	897	896	896	896	896	-	18,317
13)	Contract for Wayfinding Prog	Contra Costa County	Pedestrian signage	504,526	504,526	-	4,228	-	1,977	14,146	484,175	-	-	-	-	-	-	504,526
14)	Hookston Station Remediation	UP/Helix Remediatopm Fd	Remediation of hazardous material	3,575,000	334,496	-	-	-	-	-	55,751	55,749	55,749	55,749	55,749	55,749	-	334,496
15)	Hookston Station Remediation	Proj Navigator/J Teves	Administrator of haz-mat remediation fund	17,606	17,606	-	-	-	3,392	-	2,369	2,369	2,369	2,369	2,369	2,369	-	17,606
16)	Iron Horse Trail Overcrossing	Contra Costa County	Construction of pedestrian overcrossing	308,077	308,077	-	-	-	-	-	308,077	-	-	-	-	-	-	308,077
17)	Placemaking Transit Village	AvalonBay	Placemaking improvements (ie parks, etc)	1,359,698	881,528	42,119	-	-	-	239,409	100,000	100,000	100,000	100,000	100,000	100,000	-	881,528
18)	Placemaking Transit Village	AvalonBay/BART	Placemaking station and bus intermodal	2,175,989	2,175,989	-	-	-	-	-	1,245,434	186,111	186,111	186,111	186,111	186,111	-	2,175,989
19)	BART Replacement Garage	AvalonBay/BART	BART patron replacement parking structure	196,573	196,573	-	-	-	-	-	-	196,573	-	-	-	-	-	196,573
20)	Contract for Planning Activities	Opticos	Transit Village architect	13,500	13,500	-	-	-	-	-	-	13,500	-	-	-	-	-	13,500
21)	Contract for Planning Activities	Allan D Kotin & Assoc	Transit Village consultant	40,000	40,000	-	-	-	-	-	-	-	-	13,334	13,333	13,333	-	40,000
22)	Contract for Planning Activities	Harris & Associates	Transit Village inspection services	42,480	42,480	-	-	-	-	-	-	-	-	14,160	14,160	14,160	-	42,480
23)	Contract for Busn Relocation	Assoc Right of Way	Hookston Station relocation services	25,000	25,000	-	-	-	-	755	3,841	10,202	10,202	-	-	-	-	25,000
24)	Contract for Development	Keyser Marston Assoc	Financial services for property development	60,000	60,000	-	-	-	-	-	-	-	-	-	30,000	30,000	-	60,000
25)	Contra Costa County	Tax Collector	Property Tax Administration	134,200	134,200	-	-	-	-	-	-	-	-	134,200	-	-	-	134,200
26)	Contract for Improvements	Contra Costa Centre Assc	Transportation Demand Mgmt Prog	35,000	35,000	-	-	-	-	-	-	35,000	-	-	-	-	-	35,000
27)	Contract for Community Imprv	Contra Costa County	Walden Green II	426,485	426,485	8,907	7,430	4,371	1,573	1,213	402,991	-	-	-	-	-	-	426,485
28)	Contract for Capital Imprv	Contra Costa County	CCC Infrastructure improvements	1,246,342	1,246,342	-	7,091	-	1,510	6,807	1,230,934	-	-	-	-	-	-	1,246,342
29)	Contract for Relocation Consultant	Overland Pacific & Culter	Coordinate resident relocation (BP/NR)	16,951	16,951	844	-	-	-	-	-	3,223	3,221	3,221	3,221	3,221	-	16,951
																		-
Totals - This Page				289,118,254	28,196,012	5,624,907	24,503	7,736	8,452	284,654	12,523,843	629,206	384,130	2,349,002	418,631	5,940,948		28,196,012
Totals - Page 2				29,697,465	27,952,456	73,780	152,600	86,796	233,734	103,030	3,993,596	22,546,579	212,914	189,821	179,646	179,960		27,952,456
Totals - Page 3				6,087,373	5,589,351	224,287	142,262	48,409	148,219	154,221	1,572,835	566,053	774,566	532,129	749,628	676,742		5,589,351
Totals - Page 4				345,000	345,000	15,076	2,158	3,573	5,700	2,261	33,739	53,639	38,589	38,564	75,864	75,837		345,000
Totals - Other Obligations				172,731,000	2,678,000	-	-	-	-	-	2,678,000	-	-	170,053,000	-	-		2,678,000
Grand total - All Pages				497,979,092	64,760,819	5,938,050	321,523	146,514	396,105	544,166	20,802,013	23,795,477	1,410,199	173,162,516	1,423,769	6,873,487	-	64,760,819

Footnote: a = Debt Service payment due August 1, 2011

**ENFORCEABLE OBLIGATION PAYMENT SCHEDULE**  
Per AB 26 - Section 34167 and 34169 (\*)

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month											Total
						Aug**	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1)	Bond Redemption	US Bank	Purcase & Defeasance Program	22,119,120	22,119,120	-	-	-	-	-	-	22,119,120	-	-	-	-	22,119,120
2)	Contract for Housing Development	Habitat for Humanity	Assist for-sale affordable housing	193,606	193,606	-	-	-	173,380	-	-	20,226	-	-	-	-	193,606
3)	Contract for Improvements	City of Pittsburg	BART Specific Plan implementation	332,826	332,826	-	-	-	-	-	332,826	-	-	-	-	-	332,826
4)	Loan from Wildcat/San Pablo	CCC Flood Control Dist	Project improvement	200,000	200,000	-	-	-	-	-	-	-	-	-	-	-	-
5)	Contract for Improvements	Contra Costa County	3rd Street enhancement	51,677	51,677	-	-	-	-	-	51,677	-	-	-	-	-	51,677
6)	Child Care	Various	Child care funds	643,772	643,772	-	-	-	-	-	643,772	-	-	-	-	-	643,772
7)	Contract for GPA/Specific Plan	Craig Communitications	Public outreach support	450	450	-	-	-	450	-	-	-	-	-	-	-	450
8)	Contract for GPA/Specific Plan	Wallace Roberts & Todd	Implement GPA/Specific Plan/EIR	95,896	95,896	12,423	-	12,860	20,174	7,265	7,196	7,196	7,196	7,196	7,196	7,194	95,896
9)	Contract for Improvements	Contra Costa County	Market Street pedestrian improvements	21,478	21,478	1,106	2,241	18,131	-	-	-	-	-	-	-	-	21,478
10)	Contract for Predevelopment	Contra Costa County	Truck route implementation	132,232	132,232	-	8,305	-	4,779	1,375	117,773	-	-	-	-	-	132,232
11)	Contract for Improvements	Contra Costa County	NR Industrial infrastructure improv	1,240,000	1,240,000	-	3,024	-	19,097	21,963	1,195,916	-	-	-	-	-	1,240,000
12)	Landscaping	Various	Donated funds for landscaping	5,850	5,850	-	-	-	-	-	5,850	-	-	-	-	-	5,850
13)	Fiscal Agreement	EBRPD	Project improvement	500,000	500,000	-	-	-	-	-	-	-	-	-	-	-	-
14)	Contract for Improvements	Contra Costa County	Parker Avenue improvements	54,026	54,026	-	-	-	-	-	54,026	-	-	-	-	-	54,026
15)	Contract for Improvements	Contra Costa County	Parker Avenue improvements	40,000	40,000	-	-	-	-	-	40,000	-	-	-	-	-	40,000
16)	Contract for Consultant	Keyser Marston Assoc	Financial services for waterfront	13,000	13,000	-	-	-	-	-	-	-	-	4,334	4,333	4,333	13,000
17)	Contract for Economic Imprv	Rodeo Sanitary District	Sewer line undertaking	853,634	853,634	34,090	23,323	4,640	2,311	7,580	141,806	127,977	127,977	127,977	127,977	127,976	853,634
18)	Contract for Improvements	Contra Costa County	RO obsolete infrastructure elements	1,144,000	1,144,000	-	7,754	2,460	6,374	23,098	1,104,314	-	-	-	-	-	1,144,000
19)	Contract for Economic Imprv	Rodeo Marina LLC	Waterfront environmental assess,emts	10,163	10,163	-	-	-	-	-	-	-	-	10,163	-	-	10,163
20)	Contract for Improvements	Contra Costa County	Rodeo Creek implementation	4,492	4,492	4,492	-	-	-	-	-	-	-	-	-	-	4,492
21)	Contract for Improvements	Contra Costa County	Pedestrial improvements SP/Kay roads	363,482	363,482	-	-	-	-	-	188,993	174,489	-	-	-	-	363,482
22)	Contract for legal services	Goldfarb & Lipman	Legal services	310,658	228,105	-	29,611	9,550	2,943	6,001	45,000	45,000	45,000	15,000	15,000	15,000	228,105
23)	Contract for financial analysis	Fraser & Associates	Financial analysis	44,140	34,725	-	1,525	2,150	-	1,050	5,000	5,000	5,000	5,000	5,000	5,000	34,725
24)	Contract for website	Lighthouse Computer Grp	Website management	20,781	20,781	-	-	-	-	-	3,464	3,464	3,464	3,463	3,463	3,463	20,781
25)	Contract for accounting	MGO CPA LLP	Special accounting services	176,000	176,000	13,243	30,043	25,376	-	29,990	16,000	16,000	16,000	10,000	10,000	9,348	176,000
26)	Contract for translation services	California Translation Int'l	Language translation services	18,330	18,330	-	-	-	-	-	-	18,330	-	-	-	-	18,330
27)	Contract for debt policies	Stone & Youngberg	Development of debt policies	2,000	2,000	-	-	-	-	-	2,000	-	-	-	-	-	2,000
28)	Contract for financial advisor	Public Financial Mgmt	Financial advior for Tax Allocation Bond	100,000	50,783	-	25,783	-	-	-	25,000	-	-	-	-	-	50,783
29)	Contract for legal services	Kutak Rock LLP	Legal services for IRS audit	10,485	10,485	-	10,350	-	-	-	135	-	-	-	-	-	10,485
30)	Lease	CCC GSD	Office space/property maintenance	636,370	63,637	2,876	10,641	4,500	4,226	3,852	7,277	7,277	7,277	5,688	5,677	4,346	63,637
31)	License agreement	Parcel Quest	I-TRaC reports	10,000	6,856	-	-	-	-	856	1,000	1,000	1,000	1,000	1,000	1,000	6,856
32)	Trustee fees	US Bank	Annual administration fees 95ATAB	10,500	750	750	-	-	-	-	-	-	-	-	-	-	750
33)	Trustee fees	US Bank	Annual administration fees 99TAB	37,485	2,300	-	-	-	-	-	-	-	-	-	-	2,300	2,300
34)	Trustee fees	US Bank	Annual administration fees 03ATAB	73,425	3,013	-	-	3,013	-	-	-	-	-	-	-	-	3,013
35)	Trustee fees	US Bank	Annual administration fees 03BTAB	57,750	2,650	-	-	2,650	-	-	-	-	-	-	-	-	2,650
36)	Trustee fees	US Bank	Annual administration fees 07TAB	124,800	4,800	4,800	-	-	-	-	-	-	-	-	-	-	4,800
37)	License agreement	DAC	Document repository	39,000	1,500	-	-	-	-	-	-	1,500	-	-	-	-	1,500
38)	Treasurer fees	CCC Treasurer	Cash management	2,037	2,037	-	-	466	-	-	1,571	-	-	-	-	-	2,037
39)	Accounting fees	CCC Auditor-Controller	Accounting management	4,000	4,000	-	-	1,000	-	-	3,000	-	-	-	-	-	4,000
<b>Totals - This Page</b>				<b>29,697,465</b>	<b>27,952,456</b>	<b>73,780</b>	<b>152,600</b>	<b>86,796</b>	<b>233,734</b>	<b>103,030</b>	<b>3,993,596</b>	<b>22,546,579</b>	<b>212,914</b>	<b>189,821</b>	<b>179,646</b>	<b>179,960</b>	<b>27,952,456</b>

Prepared as of January 18, 2012

**ENFORCEABLE OBLIGATION PAYMENT SCHEDULE**  
Per AB 26 - Section 34167 and 34169 (\*)

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month											Total
						Aug**	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
1)	IT support	CCC DCD	Computer management	107,900	107,900	-	-	-	-	-	107,900	-	-	-	-	-	107,900
2)	Legal fees	CCC Counsel	Legal services	77,619	77,619	-	34,182	-	-	13,437	30,000	-	-	-	-	-	77,619
3)	Employee costs	Employees of Agency	Payroll for employees	802,864	802,864	175,659	93,673	35,656	105,072	69,689	323,115	-	-	-	-	-	802,864
4)	Employee costs	Employees	Payroll for Successor Agency staff	200,000	200,000	-	-	-	-	-	-	40,000	40,000	40,000	40,000	40,000	200,000
5)	Professional Services	Various	Professional services	191,020	191,020	-	-	-	-	-	191,020	-	-	-	-	-	191,020
6)	Code Compliance fees	CCC Counsel	Code compliance	50,000	50,000	-	-	-	-	50,000	-	-	-	-	-	-	50,000
7)	Technical assistances	CCC Public Works	Technical assistance support	40,000	40,000	-	-	-	-	-	40,000	-	-	-	-	-	40,000
8)	Property taxes	Tax Collector	Property taxes on properties	15,479	15,479	-	-	-	13,479	-	-	1,000	1,000	-	-	-	15,479
9)	189-199 Parker	CCC GSD	Property maintenance	16,085	16,085	8,099	3,655	4,331	-	-	-	-	-	-	-	-	16,085
10)	Property holding costs	Bodhaine	Weed abatement	22,000	22,000	-	-	3,700	-	1,100	8,600	8,600	-	-	-	-	22,000
11)	Property holding costs	Various	Property maintenance	54,406	54,406	-	-	-	-	-	9,068	9,068	9,068	9,068	9,068	9,066	54,406
12)	Transportation planning services	Contra Costa County	Technical assistance	20,000	20,000	-	-	-	-	-	20,000	-	-	-	-	-	20,000
13)	Contracts -Relocation/Maintenance	Various	Orbisonia Heights	537,000	537,000	-	-	-	-	-	90,835	82,833	90,833	90,833	90,833	90,833	537,000
14)	Contracts -Relocation/Maintenance	Employees of Agency	Payroll for employees	55,000	55,000	8,474	-	-	-	-	46,526	-	-	-	-	-	55,000
15)	Relocation	John Stoneking	Relocation	8,000	8,000	-	-	-	-	-	-	8,000	-	-	-	-	8,000
16)	SERAF	Housing Fund	SERAF fy 2010-11 payment	497,022	-	-	-	-	-	-	-	-	-	-	-	-	-
17)	Resident Deputy	CCC Sheriff	Resident deputy/illegal dumping officer	228,500	228,500	-	-	-	-	-	228,500	-	-	-	-	-	228,500
18)	Homebuyer Resale Transaction	PGE/Gldn St Water/Var	Acquisition/rehabilitation	41,000	40,000	32	32	32	31	15	6,643	6,643	6,643	6,643	6,643	6,643	40,000
19)	Homebuyer Resale Revolving	Various	Site Dev/affordable hsg/1st time buyer	195,000	195,000	-	-	-	-	-	32,500	32,500	32,500	32,500	32,500	32,500	195,000
20)	Homebuyer Resale Revolving	Employees of Agency	Payroll for employees	14,000	14,000	2,948	2,278	804	3,660	1,046	3,264	-	-	-	-	-	14,000
21)	Comm Preservation/Foreclosure	Various/NSP	Acquisition/renovation	400,019	400,019	-	-	-	-	-	-	-	-	166,660	166,659	66,700	400,019
22)	Comm Preservation/Foreclosure	Employees of Agency	Payroll for employees	93,000	93,000	17,605	5,762	3,082	10,459	5,751	50,341	-	-	-	-	-	93,000
23)	Comm Preservation	Various	Address blight	5,000	5,000	-	-	-	-	-	-	1,000	1,000	1,000	1,000	1,000	5,000
24)	Youth Homes Facility	Various	Relocation costs	260,000	260,000	-	-	-	-	-	14,403	-	60,597	-	92,500	92,500	260,000
25)	Youth Homes Facility	Employees of Agency	Payroll for employees	50,000	50,000	3,698	-	-	-	-	46,302	-	-	-	-	-	50,000
26)	Heritage Point Predevelopment	CHDC of NR	Phase II of NR Town Center	131,700	131,700	-	-	-	-	11,091	22,925	28,909	22,925	22,925	22,925	-	131,700
27)	Heritage Point Predevelopment	Employees of Agency	Payroll for employees	75,000	75,000	4,690	1,608	402	3,530	1,177	63,593	-	-	-	-	-	75,000
28)	Heritage Point Land	Various	Acquisitions	650,000	650,000	-	-	-	-	-	-	-	162,500	162,500	162,500	162,500	650,000
29)	Los Deltas Feasibility	Various	224 unit Public Housing	30,000	30,000	-	-	-	-	-	-	-	-	-	-	30,000	30,000
30)	Los Deltas Feasibility	Employees of Agency	Payroll for employees	10,000	10,000	1,608	670	268	523	523	6,408	-	-	-	-	-	10,000
31)	Enterprise Zone	Various	Enterprise Zone	45,000	45,000	-	-	-	-	-	-	-	-	-	-	45,000	45,000
32)	Enterprise Zone	Employees of Agency	Employees/professional services	5,000	5,000	1,474	402	134	915	392	1,683	-	-	-	-	-	5,000
33)	Parker Capital Replacement	CCC/Utilities	Parker Capital Replacement	30,000	30,000	-	-	-	-	-	30,000	-	-	-	-	-	30,000
34)	Neighborhood Preservation Prog	Nick's Construction	Housing Rehabilitation	10,550	10,550	-	-	-	10,550	-	-	-	-	-	-	-	10,550
35)	Hookston Business Relocation	Various	Housing Business Relocation	820,000	820,000	-	-	-	-	-	180,000	320,000	320,000	-	-	-	820,000
36)	Placemaking Civic Use	Avalon Bay/Various	Placemaking Civic Use	200,000	200,000	-	-	-	-	-	-	-	-	-	100,000	100,000	200,000
37)	Walden II Remediation	Various	Walden II Remediation	55,000	55,000	-	-	-	-	-	-	27,500	27,500	-	-	-	55,000
38)	Specific Plan	CCC Public Works/DCD	Specific Plan	19,209	19,209	-	-	-	-	-	19,209	-	-	-	-	-	19,209
39)	Walden I Upgrade	Various	Walden I Upgrade	25,000	25,000	-	-	-	-	-	-	-	-	-	25,000	-	25,000
Totals - This Page				6,087,373	5,589,351	224,287	142,262	48,409	148,219	154,221	1,572,835	566,053	774,566	532,129	749,628	676,742	5,589,351



Prepared as of January 18, 2012

**ENFORCEABLE OBLIGATION PAYMENT SCHEDULE**  
Per AB 26 - Section 34167 and 34169 (\*)

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month											
						Aug**	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
1)	Tri City Remediation	Various	Tri-City Remediation	105,000	105,000	-	-	-	-	-	17,500	17,500	17,500	17,500	17,500	17,500	105,000
2)	Marketing	CCTV/Various	Economic dev in Contra Costa County	30,000	30,000	-	-	-	-	-	15,000	15,000	-	-	-	-	30,000
3)	1250 Las Juntas	Various	Pre-development cost	75,000	75,000	-	-	-	-	-	-	-	-	-	37,500	37,500	75,000
4)	Transit Village Consultant	Various	Costs associated with BART, etc	100,000	100,000	-	-	-	-	-	-	20,000	20,000	20,000	20,000	20,000	100,000
5)	Various Admin expenses	Various	General office expenses	35,000	35,000	15,076	2,158	3,573	5,700	2,261	1,239	1,139	1,089	1,064	864	837	35,000
6)				-	-	-	-	-	-	-	-	-	-	-	-	-	-
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40)				-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals - This Page				345,000	345,000	15,076	2,158	3,573	5,700	2,261	33,739	53,639	38,589	38,564	75,864	75,837	345,000

Prepared as of January 18, 2012

OTHER OBLIGATION PAYMENT SCHEDULE  
Per AB 26 - Section 34167 and 34169 (\*)

	Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month											
						Aug**	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
1)	Bay Point / Section 33676	Various ****	Payments per former CRL 33676	32,990,000	616,000	-	-	-	-	-	308,000	-	-	-	-	308,000	616,000
2)	Bay Point / Section 33401	Contra Costa Fire	Payments per former CRL 33401	18,168,000	329,000	-	-	-	-	-	164,500	-	-	-	-	164,500	329,000
3)	Bay Point / Statutory Payments	Various *****	Payments per CRL 33607.5 and .7	3,050,000	-	-	-	-	-	-	-	-	-	-	-	-	-
4)	Contra Costa Centre / 33676	Various ****	Payments per former CRL 33676	6,948,000	151,000	-	-	-	-	-	75,500	-	-	-	-	75,500	151,000
5)	Contra Costa Centre / 33401	Contra Costa Fire	Payments per former CRL 33401	3,997,000	112,000	-	-	-	-	-	56,000	-	-	-	-	56,000	112,000
6)	Contra Costa Centre / 33401	Superintendent Schools	Payments per former CRL 33401	228,000	6,000	-	-	-	-	-	3,000	-	-	-	-	3,000	6,000
7)	Contra Costa Centre / 33401	County Mosquito Abate	Payments per former CRL 33401	75,000	2,000	-	-	-	-	-	1,000	-	-	-	-	1,000	2,000
8)	Contra Costa Centre / Statutory	Various ****	Payments per CRL 33607.5 and .7	53,867,000	654,000	-	-	-	-	-	327,000	-	-	-	-	327,000	654,000
9)	Montalvin / Statutory	Various ****	Payments per CRL 33607.5	4,363,000	22,000	-	-	-	-	-	11,000	-	-	-	-	11,000	22,000
10)	North Richmond / 33676	Various ****	Payments per former CRL 33676	13,305,000	258,000	-	-	-	-	-	129,000	-	-	-	-	129,000	258,000
11)	North Rich / Statutory Payments	Various *****	Payments per CRL 33607.5 and .7	5,141,000	-	-	-	-	-	-	-	-	-	-	-	-	-
12)	Rodeo / 33676	Various ****	Payments per former CRL 33676	11,794,000	174,000	-	-	-	-	-	87,000	-	-	-	-	87,000	174,000
13)	Rodeo / 33401	Rodeo Fire Dist	Payments per former CRL 33401	11,920,000	226,000	-	-	-	-	-	113,000	-	-	-	-	113,000	226,000
14)	Rodeo / 33401	County Mosquito Abate	Payments per former CRL 33401	183,000	4,000	-	-	-	-	-	2,000	-	-	-	-	2,000	4,000
15)	Rodeo / 33401	Superintendent Schools	Payments per former CRL 33401	1,994,000	37,000	-	-	-	-	-	18,500	-	-	-	-	18,500	37,000
16)	Rodeo / 33401	CC Community College	Payments per former CRL 33401	4,708,000	87,000	-	-	-	-	-	43,500	-	-	-	-	43,500	87,000
17)				-	-	-	-	-	-	-	-	-	-	-	-	-	-
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28)				-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals - Other Obligations				172,731,000	2,678,000	-	-	-	-	-	1,339,000	-	-	-	-	1,339,000	2,678,000
*** All payment amounts are estimates																	