## 1. <u>Section 48 – Hazard Pay (The last paragraph of the Tentative Agreement was omitted during the MOU update).</u>

Hazard pay is calculated at five percent (5%) of the hourly equivalent of the employee's base rate of pay for each hour that qualifies for hazard pay. Permanent full-time and part-time, permanent intermittent, and temporary employees in the Attendant-LVN-Aide Unit, Building Trades Unit, General Services and Maintenance Unit, Health Services Unit, and Library Unit will be paid hazard pay for those hours worked in the following organizational units:

Org.#	Org. Name
0451	Conservatorship
2490	Inmate Library Services
2575	Detention Transportation
2577	County Parole Program
2578	Martinez Detention
2580	West County Detention
2585	Marsh Creek Detention
2588	AB109 Program
5700	Martinez Detention Infirmary
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County
5951	Youth Mental Health
5974	West County Adult Mental Health
6313	Psychiatric Unit
6381	Psychiatric Emergency
6383	Emergency
6553	Hospital Admission Martinez
6570	Outpatient Registration

Employees eligible to receive a Detention Facility Assignment Pay in Section 58-Unit Items of this M.O.U. are not eligible to receive hazard pay under this Section. Per diem employees in the Health Services Unit will also be paid hazard pay in accordance with the requirements of this Section.

# 2. <u>Section 58.7.D – Building Maintenance & Miscellaneous Employees</u> (Old language #1-4: omitted during the MOU update)

#### D. <u>Building Maintenance & Miscellaneous Employees.</u>

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/ 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. Detention Facility Assignment Pay. The Detention Facility Assignment Pay is calculated at five percent (5%) of the employee's base rate of pay. Permanent full-time and part-time employees, and permanent intermittent employees in the General Services and Maintenance Unit and in the classifications of Cook (1KWA), Lead Cook (1KTA), Stationary Engineer (GWVC), Detention Services Aide (64WG), Detention Services Worker (64VD), Lead Detention Services Worker (64TB), Custodian I and II (GK7A, GKWB), Institutional Services Aide (1KWC), Institutional Services Worker-Generalist (1KVD), and Institutional Services Worker-Lead (1KVF) will be paid the detention facility assignment pay if the employee's position is assigned to one of the following facilities:

Org.#	Facility Name
2580	West County Detention
2578	Martinez Detention
2585	Marsh Creek Detention
3120	Juvenile Hall
3160	Byron Boys Center
5700	Martinez Detention Infirmary

Org.#	Facility Name
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County

Employees eligible for this Detention Facility Assignment Pay are not eligible to receive Hazard Pay under Section 48 of this M.O.U.

- 6. 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.
- 7. 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.
- 8. 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.

## 3. <u>Section 58.8.H – Cardio-Pulmonary</u> (Old language #1-2: omitted during the MOU update)

#### H. <u>Cardio-Pulmonary</u>.

- 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. On-Call Duty and Call Back Time.
  - a. On Call Duty. Permanent full-time and part-time employees, permanent-intermittent employees, per diem employees, and temporary employees in the classifications of Cardiac Ultrasonographers (V8VG) Cardiac Ultrasonographers Per Diem (V8VH), and Respiratory Care Practitioners I and II (VIWA, VIVA) assigned to On-Call Duty will be paid one (1) hour of straight time pay for each two (2) hours designated as On-Call Duty. If an employee's On-Call Duty hours are not in increments of

two (2) hours, then the On-Call Duty hours will be pro-rated. If an employee is called back to work while assigned to On-Call Duty, the employee will be paid for the total assigned On-Call Duty hours regardless of when the employee returns to work. An employee is considered assigned to On-Call Duty if all of the following criteria are met:

- i. The employee is not scheduled to work on County premises, but is required to report to work immediately if called.
- ii. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.
- iii. The Department Head designates and approves those employees who will be assigned to On-Call Duty.
- b. <u>Call Back Time.</u> Permanent full-time and part-time employees, permanent-intermittent employees, per diem employees, and temporary employees in the classifications of Cardiac Ultrasonographer (V8VG), Cardiac Ultrasonographers-Per Diem (V8VH), and Respiratory Care Practitioners I and II (VIWA, VIVA) who are assigned to On-Call Duty will be paid Call Back Time as set forth in Section 8 of this MOU.

### 4. Shift Differentials.

a. Permanent full-time and part-time employees in the classifications of Respiratory Care Practitioner I and II (VIWA & VIVA) will receive a shift differential of ten percent (10%) of the employee's base hourly rate of pay for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 11:00p.m. and 7:00a.m.

In order to receive the ten percent (10%) shift differential, the employee must start work between the hours of 10:00p.m. and midnight or midnight and 7:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

b. Permanent Intermittent and temporary employees in the classifications of Respiratory Care Practitioners I and II (VIWA & VIVA) may receive a shift differential of ten percent (10%) of the employee's base hourly rate of pay for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 11:00p.m. and 7:00a.m.

In order to receive the ten percent (10%) shift differential, the employee must start work between the hours of 10:00p.m. and midnight or midnight and 7:00a.m. on the day that the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

## 4. <u>58.8.I – Radiologic & Ultrasound Technologists.</u> (Old language #2-4: omitted during the MOU update)

- I. Radiologic & Ultrasound Technologists.
- 1. On-Call Duty and Call Back Time.
  - a. On-Call Duty. Permanent full-time and part-time employees in the classifications of Junior Radiological Technician (V8WC), Ultrasound Technologist I and II (V8VD, V8TB), and Sr. Radiological Technician (V8VA) assigned to On-Call Duty will be paid one (1) hour of straight time pay for each two (2) hours designated as On-Call Duty. If an employee's On-Call Duty hours are not in increments of two (2) hours, then the On-Call Duty hours will be pro-rated. If an employee is called back to work while assigned to On-Call Duty, the employee will be paid for the total assigned On-Call Duty hours regardless of when the employee returns to work. An employee is considered assigned to On-Call Duty if all of the following criteria are met:
    - A permanent full-time or part-time employee is not scheduled to work on County premises, but is required to report to work immediately if called.
    - ii. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.
    - iii. The Department Head designates and approves those permanent full-time and part-time employees who will be assigned to On-Call Duty.
  - b. <u>Call Back Time</u>. Permanent full-time and part-time employees in the classifications of Junior Radiological Technician (V8WC), Ultrasound Technologist I and II (V8VD, V8TB), and Sr. Radiological Technician (V8VA) assigned to On-Call Duty are eligible to receive Call Back Time Pay as set forth in Section 8 of this MOU.
  - c. Permanent Intermittent and Temporary employees in the classifications of Ultrasound Technologist I and II (V8VD, V8TB), Junior Radiologic Technologist (V8WC), and Sr. Radiologic Technologist (V8VA) will be paid Call Back Time Pay as set forth in Section 8 and On-Call Duty Pay as set forth in Section 9 of this MOU.
- 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.