

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**

JOHN GIOIA, CHAIR, 1ST DISTRICT
CANDACE ANDERSEN, VICE CHAIR, 2ND DISTRICT
MARY N. PIEPHO, 3RD DISTRICT
KAREN MITCHOFF, 4TH DISTRICT
FEDERAL D. GLOVER, 5TH DISTRICT

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

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES.
A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR.

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 20, 2015

9:00 A.M. Convene, Call to Order and Opening Ceremonies

Inspirational Thought- "Faith is taking the first step even when you don't see the whole staircase." ~ Dr. Martin Luther King, Jr.

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.57 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 the Consent Calendar will be considered with the Discussion Items.**

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

D.3 CONSIDER adoption of Ordinance No. 2015-04 to repeal Ordinance No. 2014-10, which would have adjusted the salary of the Board of Supervisors. (Supervisor Gioia)

- D.4** CONSIDER adoption of Resolution No. 2015/31 approving the Side Letter between Contra Costa County and the Contra Costa County Deputy District Attorneys' Association, modifying Section 17 "Professional Expense" of the current Memorandum of Understanding (July 1, 2011 – June 30, 2015) to allow the Auditor-Controller to issue one check for California State Bar membership dues rather than processing individual attorney reimbursements. (David Twa, County Administrator)
- D.5** CONSIDER adoption of Resolution No. 2015/34 approving the Side Letter between Contra Costa County and the Physician and Dentists Organization of Contra Costa, adding Hospitalist/Critical Care differentials to the current Memorandum of Understanding (October 1, 2008 – October 31, 2016). (David Twa, County Administrator)
- D.6** CONSIDER adopting Resolution No. 2015/27, approving corrections to the Memorandum of Understanding between Contra Costa County and Public Employees Union, Local One, for the period of July 1, 2013 through June 30, 2016, as recommended by the County Administrator.
- D.7** CONSIDER accepting year-end reports on the County's 2014 Federal and State legislative programs, adopting the Proposed 2015 Federal and State Legislative Platforms, and providing further direction to County staff regarding legislative advocacy efforts, as recommended by the Legislation Committee. (Lara DeLaney, Deputy County Administrator)
- D.8** CONSIDER providing direction to the Emergency Medical Services Agency on the selection process to choose two individuals to serve as impartial observers during the selection of the County's emergency ambulance service provider. (Patricia Frost, EMS Director)

D. 9 CONSIDER reports of Board members.

11:00 a.m.

Contra Costa County 37th Annual Dr. Martin Luther King, Jr. Commemoration and Humanitarian of the Year Awards Ceremony.

Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS

1. Agency Negotiators: David Twa and Bruce Heid.

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; 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.

Unrepresented Employees: All unrepresented employees.

B. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code, § 54956.9(d)(1))

1. Kathryn Alexander v. Contra Costa County, WCAB #'s ADJ1965642; ADJ8912654
2. Retiree Support Group of Contra Costa County v. Contra Costa County, U.S. District Court, Northern District of California, Case No. C12-00944 JST

ADJOURN

CONSENT ITEMS

Road and Transportation

- C. 1 ADOPT Resolution No. 2015/26 accepting as complete the contracted work performed by Hess Concrete Construction Company, Inc. for the Pacifica Avenue Sidewalk - Inlet Drive to Mariner's Cove Drive Project, as recommended by the Public Works Director, Bay Point area. (60% Federal Safe Routes to School Funds, 9% Transportation Development Act Funds, 31% Local Road Funds)

Engineering Services

- C. 2 ADOPT Resolution No. 2015/23 accepting completion of private improvements for subdivision MS05-00005, for a project developed by Thomas A. Halaszynski, as recommended by the Public Works Director, Walnut Creek area. (100% Developer Fees)
- C. 3 ADOPT Resolution No. 2015/24 approving the fourth extension of the Subdivision Agreement for subdivision SD08-09215, for a project being developed by Randolph D. and Roxanne W. Lindsay, as recommended by the Public Works Director, San Ramon area. (No fiscal impact)
- C. 4 ADOPT Resolution No. 2015/25 approving the second extension of the Subdivision Agreement for subdivision SD91-07553, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Alamo area. (No fiscal impact)

Special Districts & County Airports

- C. 5** AUTHORIZE the Airports Director, or designee, to negotiate a ground lease and development terms between the County, as Landlord, and TDI Automotive Group, as the developer, for approximately 4.5 acres of land on the northwest corner of Marsh Drive and Solano Avenue at the Buchanan Field Airport. (100% Airport Enterprise Fund)
- C. 6** APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute Contract Change Order No. 3 with SMP Services, Inc., effective January 20, 2015, in an amount not to exceed \$13,769.00 for the Upper Sand Creek Basin Wetland Restoration Project contingency fund, and APPROVE and AUTHORIZE a payment limit increase in the amount of \$20,000 for the construction contract with SMP Services, Inc. for a new payment limit of \$193,846, effective January 20, 2015, as recommended by the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, Antioch area. (100% Drainage Area 130 Funds)

Claims, Collections & Litigation

- C. 7** DENY claims filed by Michael Baird, Adan Granados, Mia Granados, a minor, individually & through her mother, Monica Sanchez, and Monica Sanchez.
- C. 8** RECEIVE public report of litigation settlement agreements that became final during the period of December 1, 2014 through December 31, 2014.

Statutory Actions

- C. 9** ACCEPT Board Members meeting reports for December 2014.

Honors & Proclamations

- C. 10** ADOPT Resolution No. 2015/29 recognizing Leila Douglass as the 2015 Lafayette “Marquis” Business Person of the Year, as recommended by Supervisor Andersen.
- C. 11** ADOPT Resolution No. 2015/35 celebrating 30 years of tobacco prevention efforts in Contra Costa County, as recommended by Supervisor Gioia.

Hearing Dates

- C. 12** RECEIVE the 2014-2015 property tax administrative cost recovery report of the Auditor-Controller, FIX March 3, 2015 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. 13** ACCEPT resignation of Darlene Commiskey, DECLARE a vacancy in the Member-at-Large No. 19 seat on the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.
- C. 14** ACCEPT resignation of Dina Osakue, DECLARE a vacancy in the Member-at-Large No. 17 seat on the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.
- C. 15** ACCEPT the resignation of Brent Simor, DECLARE a vacancy on the County Service Area P-5 Citizens Advisory Committee effective immediately, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Andersen.
- C. 16** APPOINT Julia Miner to the District II Alternate seat on the Contra Costa County Library Commission, as recommended by Supervisor Andersen.
- C. 17** APPOINT Tina Dodson as the Diablo Valley College representative to the Aviation Advisory Committee, as recommended by the Diablo Valley College President, Pleasant Hill area. (No Fiscal Impact)
- C. 18** DECLARE vacant the At Large #2 seat currently held by Jim Doyle and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Alcohol and Other Drugs Advisory Board.
- C. 19** RE-APPOINT Lara DeLaney to City #1 seat and APPOINT Wade Harper to the City #1 Alternate seat on the Hazardous Materials Commission, as recommended by the Mayor's Conference.

Appropriation Adjustments

- C. 20** Airport Enterprise Fund (0841): APPROVE Appropriation and Revenue Adjustment No.5039 in the amount of \$30,000 for the reduction of commercial tenant revenue due to a lower revenue stream when a commercial property reverted back to the County Airports and subsequent reduction to anticipated expenditures. (100% Airport Enterprise Fund)
- C. 21** Sheriff's Office (0255)/Fleet ISF (0064): APPROVE Appropriations and Revenue Adjustment No. 5033 authorizing the transfer of appropriations in the amount of \$39,100 from the Sheriff's Office (0255) to Public Works-Fleet Replacement (0064) for the purchase of a vehicle for the Special Operations Division. (100% General Fund)

Personnel Actions

- C. 22** ADOPT Position Adjustment Resolution No. 21556 to add eighteen Social Casework Specialist II (represented) positions in the Employment and Human Services Department. (45% Federal, 55% State)
- C. 23** Acting as the In-Home Support Services Public Authority, ADOPT Position Adjustment Resolution No. 21598 to add three Public Authority Senior Benefits Clerk (unrepresented) positions. (50% Federal, 50% State)
- C. 24** ADOPT Position Adjustment Resolution No. 21595 to convert two Exchange Customer Service Supervisor (represented) positions from permanent-intermittent to permanent full-time in the Employment and Human Services Department, Covered California Call Center. (100% State)

Leases

- C. 25** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease with Lippow Development Company, for a one-year, eight month term beginning February 1, 2015 and ending September 30, 2016, at an initial rent of \$3,160 per month, for approximately 6,320 square feet of office space located at 611 Las Juntas Street, Martinez, as requested by the District Attorney, Martinez area. (100% Federal Grant Funds) (Consider with C.

Grants & Contracts

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

- C. 26** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply to the cities of Walnut Creek, Antioch, Pittsburg and Concord and to the County's Department of Conservation and Development and, if awarded, accept Community Development Block Grant funds in an aggregate amount not to exceed \$200,000 for the purpose of delivering individualized business advice and group training to low-to-moderate income residents of Contra Costa County. (No County match)
- C. 27** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with the State of California, California Arts Council in an amount not to exceed \$1,450 for the Poetry Out Loud program for the period October 6, 2014 through March 31, 2015. (No County match)
- C. 28** APPROVE and AUTHORIZE the Conservation and Development Department Interim Director, or designee, to execute the First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants between Berrellesa Palms L.P. and Contra Costa County for the Berrellesa Palms Apartments in Martinez. (100% Federal funds)
- C. 29** AUTHORIZE the District Attorney, or designee, to enter into a Memorandum of Agreement (MOA) with the Federal Bureau of Investigation (FBI) under which the FBI will reimburse the County for lease expenses associated with real property leased by the County at 611 Las Juntas St., Martinez, CA 94553. (100% Reimbursement Revenue) (Consider with C.___)
- C. 30** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute contract amendments with the State of California Commission on Peace Officer Standards and Training (POST), including full indemnification of the State of California, transferring \$17,940 from the Driving Simulator Instructor Course Training contract to the Driving Simulator Force Options Course Training contract for new amounts not to exceed \$6,527 for the Driving Simulator Instructor Training course contract and \$36,156 for the Driving Simulator and Force Options Training contract for the period July 1, 2014 through June 30, 2015. (100% State)

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

- C. 31** APPROVE and AUTHORIZE the Risk Manager to execute a contract amendment with Environmental and Occupational Risk Management (EORM), effective January 1, 2015, to increase the payment limit by \$225,080 to a new payment limit of \$961,380 to expand to scope of services to address asbestos, public health concerns, and earthquake damage to County buildings. (100% Workers' Compensation Internal Service Fund)

- C. 32** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order with Southern Counties Fuels in an amount not to exceed \$1,300,000 for diesel and unleaded fuels, for the period February 1, 2015 through January 31, 2016, Countywide. (100% Internal Service Fund – Fleet)
- C. 33** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order with Mansfield Oil in an amount not to exceed \$350,000 for diesel and unleaded fuels, for the period February 1, 2015 through January 31, 2016, Countywide. (100% Internal Service Fund – Fleet)
- C. 34** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order with Ramos Oil Co., Inc., in an amount not to exceed \$350,000 for diesel and unleaded fuels, for the period February 1, 2015 through January 31, 2016, Countywide. (100% Internal Service Fund – Fleet)
- C. 35** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Chief Information Officer, purchase orders with Conley Equipment Company, AT&T, Dell, Integrated Archive Systems, Computerland of Silicon Valley, and SSP Data, and a third-party lease agreement with IBM Global Finance in an aggregate amount not to exceed \$562,613 for the purchase of hardware and software required to maintain the County's wide area network, for the period February 1, 2015 through January 31, 2020, as recommended by the Public Works Director. (100% Department User Fees)
- C. 36** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Donald R. Lemings (dba D.R. Lemings Construction Company), effective January 1, 2015, to extend the term from December 31, 2014 to February 28, 2015, to continue to provide abatement and demolition services for the I-80/San Pablo Dam Rd. Interchange Improvement Project, with no change to the original payment limit of \$166,270, San Pablo area. (100% Contra Costa Transportation Authority Funds)
- C. 37** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order with Hunt & Sons, Inc., in an amount not to exceed \$275,000 for diesel and unleaded fuels, for the period February 1, 2015 through January 31, 2016, Countywide. (100% Internal Service Fund – Fleet)
- C. 38** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order with Northbay Petroleum in an amount not to exceed \$375,000 for diesel and unleaded fuel, for the period February 1, 2015 through January 31, 2016, Countywide. (100% Internal Service Fund – Fleet)

- C. 39** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order amendment with Lehr Auto Electric, to increase the payment limit by \$150,000 to a new payment limit of \$500,000 for emergency vehicle parts, Countywide. (100% Internal Service Fund – Fleet)
- C. 40** APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Public Works Director, a purchase order amendment with Enterprise Rent-A-Car, to increase the payment limit by \$100,000 to a new payment limit of \$188,000 for car and light truck rentals, Countywide. (100% Internal Service Fund – Fleet)
- C. 41** APPROVE and AUTHORIZE the Conservation and Development Interim Director, or designee, to execute a contract amendment with ImagingTek, Inc., to extend the term from January 30, 2015 to January 31, 2016 and increase the payment limit by \$161,000 to a new payment limit of \$251,000, to continue to provide document imaging services. (100% Land Development funds)
- C. 42** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Anka Behavioral Health, Inc., in an amount not to exceed \$1,117,822 to provide mental health outreach services for the homeless mentally ill for the period July 1, 2014 through June 30, 2015, with a six-month automatic extension through December 31, 2015 in an amount not to exceed \$558,911. (36% Medi-Cal, 51% Substance Abuse and Mental Health Services Administration, 13% Assistance in Transition from Homelessness Grant)
- C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Anka Behavioral Health Services, Inc., in an amount not to exceed \$3,541,579 to provide community services and support programs and residential mental health services for the period July 1, 2014 through June 30, 2015, with a six-month automatic extension through December 31, 2015 in an amount not to exceed \$1,770,790. (47% Mental Health Realignment, 15% Mental Health Services Act, 38% Federal Financial Participation)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Thomas A. Mampalam, M.D., A Professional Corporation, in an amount not to exceed \$350,000 to provide neurosurgery services, for the period January 1, 2015 through December 31, 2016. (100% Contra Costa Health Plan Enterprise Fund III)
- C. 45** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Center for Human Development in an amount not to exceed \$636,338 to provide substance abuse primary prevention program services, for the period July 1, 2014 through June 30, 2015. (100% Federal)

- C. 46** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order with Arthrex, Inc., in the amount of \$395,000 to procure supplies for arthroscopic and open procedures performed at the Contra Costa Regional Medical Center for the period February 1, 2015 through January 31, 2016. (100% Enterprise Fund I)
- C. 47** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sassan Falsafi, M.D. (dba Lamorinda ENT, Face & Neck Surgery, Inc.), in an amount not to exceed \$350,000 to provide otolaryngology services for the period October 1, 2014 through September 30, 2016. (100% Contra Costa Health Plan Enterprise Fund III)
- C. 48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Fred Finch Youth Center in an amount not to exceed \$1,400,642 to continue implementation of the Mental Health Services Act community services and support programs for the period July 1, 2014 through June 30, 2015, with a six-month automatic extension through December 31, 2015 in an amount not to exceed \$700,321. (39% Federal Medi-Cal; 61% Mental Health Services Act)
- C. 49** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order amendment with Proline Window Coverings, Inc., to increase the payment limit by \$100,000 to a new payment limit of \$195,000 for window coverings and curtain replacements and repairs at Contra Costa Regional Medical, with no change in the original term of February 1, 2014 through January 31, 2016. (100% Enterprise Fund I)
- C. 50** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Family Life Center, LLC, in an amount not to exceed \$166,221 to provide mental health, medication support, and crisis intervention services for the period November 1, 2014 through June 30, 2015, with a six-month automatic extension through December 31, 2015 in an amount not to exceed \$124,662. (50% Federal Financial Participation; 50% Mental Health Realignment)
- C. 51** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Rotorcraft Support, Inc., to increase the payment limit by \$1,000,000 to a new payment limit of \$1,500,000 for helicopter maintenance, repairs and law enforcement enhancements with no change in the original term. (49% CSA P-6 Zone, 35% State, 16% User Agency revenue)

Other Actions

- C. 52** APPROVE the design and bid documents, including plans and specifications, for the North Richmond Pump Station Diversion Project; and AUTHORIZE the Public Works Director, or designee, to solicit bids to be received on or about February 26, 2015, and to issue bid addenda, as needed, for clarification of the contract bid documents, Richmond area. (63% Environmental Protection Agency Grant Funds, 37% Stormwater Utility Area 17 Assessments)
- C. 53** ACCEPT the December 2014 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.
- C. 54** ACCEPT the Contra Costa County Library Commission 2014 Annual Report and 2015 Work Plan, as recommended by the County Librarian. (No fiscal impact)
- C. 55** ACCEPT 2014 Annual Report from the Hazardous Materials Commission.
- C. 56** REFER to the Internal Operations Committee a review of the process used by the Health Services Department for the recommendation, review and monitoring of the Mental Health Service Act budget by the Consolidated Planning Advisory Workgroup and the Mental Health Commission, as recommended by the County Administrator.
- C. 57** 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. (No fiscal impact)

GENERAL INFORMATION

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Successor Agency to 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 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

STANDING COMMITTEES

The Airport Committee (Karen Mitchoff and Supervisor Mary N. Piepho) meets quarterly on the second Monday of the month at 10:30 a.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

The Family and Human Services Committee (Supervisors Federal D. Glover and Candace Andersen) meets on the second Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Finance Committee (Supervisors Mary N. Piepho and Federal D. Glover) meets on the first Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Hiring Outreach Oversight Committee (Supervisors Federal D. Glover and Karen Mitchoff) meets on the first Thursday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Internal Operations Committee (Supervisors Karen Mitchoff and John Gioia) meets on the second Monday of the month at 2:30 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Legislation Committee (Supervisors Karen Mitchoff and Federal D. Glover) meets on the first Thursday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Public Protection Committee (Supervisors John Gioia and Federal D. Glover) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The Transportation, Water & Infrastructure Committee (Supervisors Candace Andersen and Mary N. Piepho) meets on the first Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airports Committee	February 9, 2015	10:30 a.m.	See above
Family & Human Services Committee	February 9, 2015	10:30 a.m.	See above
Finance Committee	February 2, 2015	10:30 a.m.	See above
Hiring Outreach Oversight Committee	February 5, 2015	1:00 p.m.	See above
Internal Operations Committee	February 9, 2015	2:30 p.m.	See above
Legislation Committee	February 5, 2015	10:30 a.m.	See above
Public Protection Committee	Special Meeting January 26, 2015	2:00 p.m.	See above
Transportation, Water & Infrastructure Committee	February 2, 2015	1:00 p.m.	See above

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES

A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR

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
CCCPFD (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 (CCCFPD) 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
DSRIP Delivery System Reform Incentive Program
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
HOME Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households
HOPWA Housing Opportunities for Persons with AIDS Program
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
PEPRA Public Employees Pension Reform Act
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



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: January 20, 2015

Subject: RESCISSION OF SALARY ORDINANCE NO. 2014-10 FOR BOARD OF SUPERVISORS

RECOMMENDATION(S):

ADOPT Ordinance No. 2015-04 repealing Ordinance No. 2014-10, which would have adjusted the salary of the Board of Supervisors.

FISCAL IMPACT:

The estimated cost associated with the 2014 salary ordinance is \$235,000, \$66,876 of which is pension cost.

BACKGROUND:

On November 4, 2014, the Board of Supervisors adopted Ordinance No. 2014-10, which amended the County Ordinance Code to adjust salary of members of the Board of Supervisors to an annual amount equivalent to seventy percent of Superior Court judges' salaries and provided that, prospectively, Supervisors' salaries would be adjusted as necessary to maintain a base salary equivalent to seventy percent of judges' salaries. Judge's salaries are linked to the salary increases of State employees.

The Supervisors' salaries had not been raised since 2007 and were the lowest in the State for urban counties, and the second lowest for counties in the Bay Area.

On January 2, 2015, a coalition of labor organizations filed a referendum petition, calling on the Supervisors to rescind the salary increase and, effectively, suspending the ordinance that was to have taken effect on January 3, 2015. The County Registrar of Voters advised that the petition must contain 25,407 valid signatures in order to be deemed sufficient. The petition filed on January 2 is estimated to contain approximately 39,000 signatures but the number of valid signatures is yet to be determined by the Elections office. The signature

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: JOHN GIOIA (510)
231-8686

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

verification is currently in process.

In recognition of the public expression through the petition process and to avoid the expenditure of time and resources to verify the petition signatures or hold an election on the matter, the Board will consider both rescinding the salary adjustment ordinance.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Supervisors elect to uphold the salary adjustment ordinance and the petition is found to be sufficient, then the Board must submit the ordinance to the voters either at a future regular or special county election.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Ordinance No. 2015-04 BOS Salary Ordinance Repeal

ORDINANCE NO. 2015-04

(Repeal of Ordinance No. 2014-10)

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I. Summary. This ordinance repeals Ordinance No. 2014-10, which modified salary provisions for members of the Board of Supervisors.

SECTION II. Repeal. Ordinance No. 2014-10 is hereby repealed in its entirety.

SECTION III. Effective Date. This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of supervisors voting for or against it in the Contra Costa Times, a newspaper published in this County.

PASSED ON _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID J. TWA,
Clerk of the Board of Supervisors
and County Administrator

Board Chair

By: _____
Deputy

[SEAL]

TLG:
H:\2015\Board of Supervisors\BOS salary ordinance repeal - final.wpd



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 20, 2015

Subject: ADOPT Side Letter to amend MOU with CCC Deputy District Attorneys' Association

RECOMMENDATION(S):

ADOPT Resolution No. 2015/31 approving the Side Letter between Contra Costa County and the Contra Costa County Deputy District Attorneys' Association, modifying Section 17 "Professional Expense" of the current Memorandum of Understanding (July 1, 2011 – June 30, 2015) to allow the Auditor-Controller to issue one check for California State Bar membership dues rather than processing individual attorney reimbursements; and AUTHORIZE the Auditor-Controller to include specified management attorneys' 2015 State Bar dues in the same check.

FISCAL IMPACT:

No direct fiscal impact. Action is expected to reduced administrative time and expense required to process individual checks.

BACKGROUND:

The existing Memorandum of Understanding (MOU) with the Contra Costa County Deputy District Attorneys' Association includes a provision for reimbursement for California State Bar membership dues. The MOU calls for each attorney to pay their dues and then file a claim for reimbursement. Each year this process requires the processing of eighty to ninety individual claims and checks. The District Attorney, Auditor-Controller, and Deputy District Attorneys' Association are desirous of reducing the administrative work associated with the reimbursement and have come to an agreement for the Auditor's Office to issue, and the District Attorney's Office to pay, the dues directly to the State in one check. The Side Letter being considered today will authorize this action for 2015 dues.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

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

By: , Deputy

cc: Mark Peterson, District Attorney, Robert Campbell, Auditor-Controller, Paul Graves, Deputy District Attorney, Doug MacMaster, Chief Assistant District Attorney, Glynis Hughes, Labor Relations

BACKGROUND: (CONT'D)

>

The only represented attorney not included in this action is Deputy District Attorney Brittany Armstrong, who paid her dues prior to this agreement being reached. Deputy District Attorney Armstrong will retain her right to claim for individual reimbursement for the 2015 year. The terms of this Side Letter will be incorporated into the next MOU between the County and the Contra Costa County Deputy District Attorneys' Association to include all represented attorneys.

Additionally, this action will make the same change in process for the following unrepresented individuals:

1. CABRAL, Daniel
2. FLYNN, Bruce T.
3. GEORGIU, Nancy
4. MacMASTER, Douglass C.
5. PETERSON, Mark A.
6. REDMOND, Phyllis
7. KENSOK, Thomas J.
8. KNOX, Mary

Unrepresented Senior Deputy District Attorney Steve Moawad, who paid his dues prior to this agreement, will retain his right to claim for individual reimbursement for the 2015 year.

Bar dues for 2015 are \$430, however only \$380 of that amount is reimbursable from the County. The Auditor-Controller will prepare one check in the amount of thirty-six thousand one hundred dollars (\$36,100) to the State Bar of California for 2015 membership dues, thirty-three thousand sixty dollars (\$33,060) for the eighty-seven attorneys listed in the Side Letter and three thousand forty dollars (\$3,040) for the eight individuals listed above.

The Office of the District Attorney will process payment and any required documentation to the State Bar of California by January 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

Eligible members of the Contra Costa County Deputy District Attorneys Association will continue to request and receive individual reimbursement for State Bar dues.

ATTACHMENTS

Resolution No. 2015/31

Side Letter with DDAA dated January 13, 2015

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

Adopted this Resolution on 01/20/2015 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2015/31

In the Matter of: The Side Letter Agreement between the County of Contra Costa and the Contra Costa County Deputy District Attorneys' Association, modifying Section 17, "Professional Expenses", of the Memorandum of Understanding.

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa RESOLVES THAT:

The attached Side Letter of Agreement dated January 13, 2015, between the County of Contra Costa and the Contra Costa County Deputy District Attorneys' Association, be **ADOPTED**.

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: Lisa Driscoll, County Finance Director (925)
335-1023**

ATTESTED: January 20, 2015

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

By: , Deputy

cc: Mark Peterson, District Attorney, Robert Campbell, Auditor-Controller, Paul Graves, Deputy District Attorney, Doug MacMaster, Chief Assistant District Attorney, Glynis Hughes, Labor Relations

**Side Letter
Between
Contra Costa County
and
CCC Deputy District Attorneys' Association**

This side letter amends the Memorandum of Understanding ("M.O.U.") between Contra Costa County and the Deputy District Attorneys' Association (July 1, 2011-June 30, 2015) to add Section 17.2 to Section 17- Professional Expenses and is effective on the day it is approved by the Board of Supervisors. Section 17 of the M.O.U. is modified as follows:

SECTION 17 –PROFESSIONAL EXPENSES

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

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

Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Any unused accrual may be carried forward to the next fiscal year up to eight hundred dollars (\$800).

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

17.2 The Auditor-Controller will prepare one check in the amount of thirty-six thousand one hundred dollars (\$36,100) to the State Bar of California for 2015 membership dues, thirty-three thousand sixty dollars (\$33,060) will be for the following represented attorneys:

ADODOADJI, Kabu	DICKSON, Eric	KAHAN, Kyle	ROQUE, Jennifer
AHUMADA, Adriana	DUFFY, Anna	KANG, Stephanie	SANDERS, Jordan
ALEXANDER, Colin	DYER, Courtney	KATAGUE, Dodie D.	SANSOE, Chris
BARNUM-ROBERTS, Brooke	FEINBERG, Brian Michael	KOEPEL, Gary E.	SCHAFER, Carolyn
BELL, Devon	FERNANDEZ, Jun S.	KOLKO, Jeffrey	SEYMOUR, Jeremy
BELL, Kevin	FILKOWSKI-CALVERT, Dana L	KRAETSCH, Kelly	SKILLING, Jean R.
BERNTHAL, Luke	GLEASON, Colleen A.	KRANZTHOR, Matthew	SMITH, Melissa Ann
BLUMBERG, Mary	GRASSINI, Stacey N.	LOPEZ, Nicole	STEVENS, Christina
BOLEN, Steven C.	GRAVES, Paul J.	LYDDAN, Angela	TAVENIER, Andrea Elaine
BOWEN, Bradford	GRESSETT, Michael	MAHALICH, Chad	TIERNEY, Bryan Michael
BUSBY, Kristen	GROVE, J. Barry	MAINS, Benjamin	TOMPKINS, Jennifer E.
BUTTS, Derek R.	HAST, Brian D.	MALDONADO, Daniela	TRAN, Ronald
CARON, Matthew	HAST, Julie A.	MANOUKIAN, Molly A.	UILKEMA, Lynn E.
CHANDLER, Alison	HAZLEHURST, Christine	McCORMICK, Ken	WAGNER, Ryan
CHIARELLA, Greg	HEFFRON, Sloan	McCOSKER, Kristina	WALPOLE, Christopher R.
CUNNANE, Kevin	HENDERSON, Jill L.	MELAAS, Jay	WEBSTER, Caleb
CUNNANE, Scott	HOLMES, Nichelle	MURPHY, William J.	WEISS, Diana
DANG, Edward	HORNER, Patricia	NOP, Sophea	WHALEN, Lauren
DeFERRARI, Aron James	JACOBS, Matthew	O'CONNELL, Simon	WILKS, Adam
DeFERRARI, Kate	JALLEPALLI, Satish	PECK, Jason R.	YAMAGUCHI, Jon F.
DELEHUNT, Laura C.	JEWETT, Kathryn	PIERSIG, Rachel	YANCEY, Dominique
DIB, Angela	JONES, Malisha	PROSSER, (Donald) Scott	

Attorneys listed in Section 17.2 are not eligible for reimbursement of California State Bar membership dues for 2015. State Bar of California 2015 membership dues paid on their behalf shall be considered to fulfill what otherwise would be the County's obligation to reimburse them personally for those California State Bar membership dues, as that obligation is described in the final paragraph of Section 17.1.

The Office of the District Attorney will process payment and any required documentation to the State Bar of California by January 30, 2015.

The terms of this side letter will be incorporated into the next M.O.U. between the County and the CCC Public Defenders Association. All other terms and conditions of the M.O.U. between the County and the Deputy District Attorneys' Association (July 1, 2011-June 30, 2015) remain unchanged by this side letter.

Dated: January 13, 2015

CONTRA COSTA COUNTY

Doug MacMaster
Chief Asst District Atty

DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

[Signature]
President



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 20, 2015

Subject: ADOPT Side Letter to amend MOU with Physician and Dentists Organization of Contra Costa (PDOCC)

RECOMMENDATION(S):

ADOPT Resolution No. 2015/34 approving the Side Letter between Contra Costa County and the Physician and Dentists Organization of Contra Costa, adding Hospitalist/Critical Care differentials to the current Memorandum of Understanding (October 1, 2008 – October 31, 2016).

FISCAL IMPACT:

The Hospitalist model is intended to be cost neutral by achieving operational efficiencies with 24-hour in-house coverage offset by elimination of on-call payments.

BACKGROUND:

In July, 2014 the Health Services Department implemented a Hospitalist/Critical Care program and began assigning doctors to the program. Although these doctors were working as hospitalists, they were paid Emergency Room Pay differentials defined in section 6.9 of the County of Contra Costa and the Physicians' and Dentists' Organization of Contra Costa (PDOCC) memorandum of understanding.

On December 16, 2014, the Board of Supervisors retroactively authorized Emergency Room pay for the doctors assigned to the Hospitalist program from July 1, 2014 though December 31, 2014 to allow time for the County to complete negotiations with PDOCC to settle the grievance related to the Hospitalist/Critical Care program.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

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

By: , Deputy

cc: David Goldstein, Chief Medical Officer, Harjit S. Nahal, Assistant Auditor-Controller, Gail Strohl, Chief Executive Officer/CCCERA, Human Resources Transactions

BACKGROUND: (CONT'D)

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The attached Side Letter, effective January 1, 2015, defines Medical and Surgical Hospitalist/Critical Care duties as hospital based medical care, critical care, and peri operative surgical care, that are performed on adult patients at the CCRMC. Physicians performing these duties shall be paid for the following differentials:

- For work performed Monday through Friday, between 7:00 a.m. and 5:00 p.m., a differential of \$10.00 per hour.
- For work performed Friday, between 5:00 p.m. and 7:00 p.m., a differential of \$14.00 per hour.
- For work performed Monday through Thursday: 5:00 p.m. to 11:00 p.m., a differential of \$14 per hour; and between 11:00 p.m. and 7:00 a.m. (i.e. begins at 11:00 p.m. on Thursday and ends at 7:00 a.m. on Friday), a differential of \$42.00 per hour.
- For work performed on a Friday, Saturday, Sunday or holiday, between the hours of 7:00 p.m. through 7:00 a.m., a differential of \$56.00 per hour (i.e. begins at 7:00 p.m. on the Sunday or holiday and ends on Monday or the day after the holiday at 7:00 a.m.)
- For work performed on a Saturday, Sunday or holiday, between the hours of 7:00 a.m. and 7:00 p.m., a differential of \$28.00 per hour.

Physicians performing Medical & Surgical Hospitalist/Critical Care duties are eligible for:

- Weekend Rounds: Weekend Rounds as defined in Section 6.3.A of the MOU;
- Call Back Differential: Call Back Differential as defined in Section 6.3.E of the MOU;
- On Call: On Call Pay as defined in Section 6.3.F of the MOU;
- Administrative Hours as set forth in Section 6.5.B of the MOU.

The terms of the Side Letter will be incorporated into the successor MOU between the County and PDOCC.

CONSEQUENCE OF NEGATIVE ACTION:

Doctors currently performing Hospitalist/critical care duties will not be paid emergency room pay for their time worked.

ATTACHMENTS

Side Letter with PDOCC dated January 14, 2015

SIDE LETTER
BETWEEN
Contra Costa County
and
Physicians' and Dentists' Organization of Contra Costa (PDOCC)

This Side Letter is by and between the Physicians' and Dentists' Organization of Contra Costa ("PDOCC") and the County of Contra Costa ("County") and is effective on January 1, 2015.

The Hospitalist/Critical Care duties are hospital based medical care, critical care, and peri operative surgical care, that are performed on adult patients at the CCRMC. Physicians performing these duties will be assigned to the organization numbers 6304 (Hospital Medicine), 6307 (Hospital Peri Operative Care), and 6308 (Critical Care). Physicians performing Medical & Surgical Hospitalist/Critical Care duties, in addition to their regular pay, shall be paid for the following differentials:

- For work performed Monday through Friday, between 7:00 a.m. and 5:00 p.m., a differential of \$10.00 per hour.
- For work performed Friday, between 5:00 p.m. and 7:00 p.m., a differential of \$14.00 per hour.
- For work performed Monday through Thursday: 5:00 p.m. to 11:00 p.m., a differential of \$14 per hour; and between 11:00 p.m. and 7:00 a.m. (e.g. begins at 11:00 p.m. on Thursday and ends at 7:00 a.m. on Friday), a differential of \$42.00 per hour.
- For work performed on a Friday, Saturday, Sunday or holiday, between the hours of 7:00 p.m. through 7:00 a.m., a differential of \$56.00 per hour (e.g. begins at 7:00 p.m. on the Sunday or holiday and ends on Monday or the day after the holiday at 7:00 a.m.)
- For work performed on a Saturday, Sunday or holiday, between the hours of 7:00 a.m. and 7:00 p.m., a differential of \$28.00 per hour.

All Hospitalist/Critical Care Physicians will work Monthly schedules.

Physicians performing Medical & Surgical Hospitalist/Critical Care duties are eligible for:

- Weekend Rounds: Weekend Rounds as defined in 6.3.A of the MOU;
- Call Back Differential: Call Back Differential as defined in 6.3.E of the MOU;
- On Call: On Call Pay as defined in Section 6.3.F of the MOU;
- Administrative Hours as set forth in Section 6.5.B of the MOU.

The terms of this Side Letter will be incorporated into the successor MOU between the County and PDOCC. All other terms and conditions of the MOU between Contra Costa County and PDOCC (October 1, 2008 – October 31, 2016) remain unchanged by this Side Letter.

Date: January 14, 2015

Contra Costa County:
(Signature / Printed Name)

Annex / Lisa Discolli
Alquis Hughes / Glynis Hughes

PDOCC:
(Signature / Printed Name)

D. MacDonald / David J. MacDonald, MD
Chiyo Shidara / CHIYO SHIDARA D.D.S.
Sergio Urrego / Sergio Urrego, MD



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Ito, Human Resources Consultant
Date: January 20, 2015

Subject: Revisions to Resolution 2014/217 Approving Corrections to the MOU with PEU, Local One

RECOMMENDATION(S):

ADOPT Resolution No. 2015/27 approving corrections to the Memorandum of Understanding between Contra Costa County and Public Employees Union, Local One, for the period of July 1, 2013 through June 30, 2016.

FISCAL IMPACT:

None.

BACKGROUND:

Since the Board of Supervisors adopted the 2013-2016 MOU between Local One the County on April 22, 2014, additional clean-up/corrections have been identified for Public Employees Union (PEU), Local One MOUs. Local One is in agreement regarding the corrections to the adopted version of the MOU. The corrections are in four sections of the MOU where either old language was inadvertently omitted during the updating process or a specific paragraph of the Ratified Agreement was omitted. There are four corrections:

1. Section 48 – Hazard Pay - The last paragraph of the language in the Ratified Agreement was omitted.
2. Section 58.7.D – Building Maintenance & Miscellaneous Employees - Existing language (#1-4), that was not changed during negotiations was omitted when newly negotiated additional language was added..
3. Section 58.8.H – Cardio-Pulmonary - Existing language (#1-2) that was not changed during negotiations was omitted.
4. 58.8.I – Radiologic & Ultrasound Technologists - Existing language (#2-4) that was not changed during negotiations was omitted.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Glynis Hughes, Principal Labor
Relations Analyst 925-335-1784

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

By: , Deputy

cc: Glynis Hughes, Labor Relations, Human Resources Transactions, Harjit S. Nahal, Assistant Auditor-Controller, Cedric Porter, Local One

BACKGROUND: (CONT'D)

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CONSEQUENCE OF NEGATIVE ACTION:

Memorandum of Understanding between Contra Costa County and Public Employees Union, Local One will not include complete language as negotiated.

ATTACHMENTS

Resolution No. 2015/27

Detailed List of Corrections

Corrected Local 1 MOU

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

Adopted this Resolution on 01/20/2015 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2015/27

In The Matter Of: Memorandum of Understanding between Contra Costa County and Public Employees Union, Local One, for the period of July 1, 2013 through June 30, 2016.

The Contra Costa County Board of Supervisors acting solely in its capacity as governing Board of the County of Contra Costa RESOLVES THAT:

The Board of Supervisors of Contra Costa County ADOPT Resolution 2015/27 approving the corrections to the Memorandum of Understanding, between County of Contra Costa and Public Employees Union, Local One for the period of July 1, 2013 through June 30, 2016.

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: Glynis Hughes, Principal Labor Relations Analyst
925-335-1784

ATTESTED: January 20, 2015

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

By: , Deputy

cc: Glynis Hughes, Labor Relations, Human Resources Transactions, Harjit S. Nahal, Assistant Auditor-Controller, Cedric Porter, Local One

1. **Section 48 – Hazard Pay (The last paragraph of the Tentative Agreement was omitted during the MOU update).**

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

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

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. **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. Call Back Time. 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. **58.8.I – Radiologic & Ultrasound Technologists.**
(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:
 - i. 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. Call Back Time. 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.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND
PUBLIC EMPLOYEES UNION, LOCAL ONE



JULY 1, 2013 – JUNE 30, 2016

**PUBLIC EMPLOYEES UNION
LOCAL ONE**

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ATTACHMENTS

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONTRA COSTA COUNTY
AND
PUBLIC EMPLOYEES UNION
LOCAL ONE**

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 C which is attached hereto and made a part hereof.

DEFINITIONS

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.

Per Diem Employment: Per diem employment is any employment that requires the services of a person on a daily basis, and that person is paid on an hourly basis and his/her classification has "per diem" in its title. Notwithstanding any other provision of the MOU, per diem employees are entitled only to an hourly wage and those special pays identified in Attachment M. No other pays or benefits identified in the MOU apply to per diem employees.

DEFINITIONS

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 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 - UNION RECOGNITION

Union: Local One

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
Community Services Bureau
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:

SECTION 1 - UNION RECOGNITION

- 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 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.

SECTION 1 - UNION RECOGNITION

- 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.
- 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.

SECTION 1 - UNION RECOGNITION

2.5 Withdrawal of Membership. By notifying the Auditor-Controller's Department in writing, between August 1 and August 31, any employee may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1. Discontinuance of dues payments to then be reflected in the October 10 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.

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:

SECTION 1 - UNION RECOGNITION

- 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.

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

SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)

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.

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

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.

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

SECTION 5 – SALARIES

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	6
Investigative	2
Library	2

SECTION 5 – SALARIES

5.1 General Wages.

- A. Effective on April 1, 2014, the base rate of pay for all non-safety classifications represented by the Union will be increased by four percent (4%). Employees in safety classifications represented by the Union are not eligible for the four percent (4%) wage increase.

Effective July 1, 2015, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

- 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. Lump Sum Ratification Payment

1. Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria will be paid lump sum ratification payments of seven hundred and fifty dollars (\$750) each on May 10, 2014 and on May 10, 2015. Permanent part-time employees, including project employees, who meet all of the following criteria will be paid a prorated lump sum ratification payment. The prorated lump sum payment for permanent part-time employees will be calculated by multiplying seven hundred and fifty dollars (\$750) by the employee's approved position hours (for example: $\$750 \times (20/40) = \375).

SECTION 5 – SALARIES

Criteria:

- a. For the May 10, 2014 payment: The employee must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors.
 - b. For the May 10, 2015 payment: The employee must be employed by the County in a classification represented by the Union on April 1, 2015.
 - c. Employees in safety classifications represented by the Union are not eligible for the lump sum ratification payments.
 - d. Temporary and per diem employees are not eligible for the ratification payments.
2. **Permanent-Intermittent Employees.** Permanent-intermittent employees who meet all of the following criteria will be paid lump sum ratification payments of two hundred dollars (\$200) each on May 10, 2014 and on May 10, 2015.

Criteria:

- a. For the May 10 payment: The permanent-intermittent employee must be employed by the County in a classification represented by the Union and worked in such classification during the month of March 2014.
- b. For the May 10, 2015 payment: The permanent-intermittent employee must be employed by the County in a classification represented by the Union and worked in such classification during the month of March 2015.
- c. The employee's lump sum ratification payment 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 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.

SECTION 5 – SALARIES

- 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.

SECTION 5 – SALARIES

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

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

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

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

5.8 Salary Reallocation & Salary on Reallocation.

- A. In a general salary increase or decrease, an employee in a class which is 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

SECTION 5 – SALARIES

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.
- 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 - Salary Reallocation & Salary on Reallocation.

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 5.11 - Salary on Voluntary Demotion, 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.

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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 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 5.9 - 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.

SECTION 5 – SALARIES

- 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 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.

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In the case of an election made pursuant to this Section 5.14 – Payment, 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

A. **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

SECTION 5 – SALARIES

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.

Within 30 days of adoption of this MOU by the Board of Supervisors, and annually thereafter beginning in 2015, the County will provide to the Union a list of eligible employees who have not enrolled in the deferred compensation plan and will provide the Union with contact information for scheduling an appointment with the Deferred Compensation provider.

B. Deferred Compensation Plan – Loan Provision: On August 14, 2012 the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

The County's website provides employees with the following information:

- a. Deferred Compensation Loan Provision
- b. FAQ's for the Loan Provision including loan status upon termination of employment and the consequences of defaulting on a loan
- c. Pros and Cons of borrowing from the Deferred Compensation Plan

SECTION 6 – DAYS AND HOURS OF WORK

d. Loan Application and Agreement

SECTION 6 – DAYS AND HOURS OF WORK

6.1 Definitions.

- A. **Regular Work Schedule:** A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.
- B. **Alternate Work Schedule:** An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- C. **Flexible Work Schedule:** A flexible work schedule is any schedule that is not a regular, alternate, 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.

SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME

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), 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.

6.2 Automated Timekeeping Implementation:

The Union agrees to the implementation of an Automated Timekeeping System.

6.3 Time Reporting/Time Stamping:

Temporary and Permanent Intermittent (hourly) employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods. Salaried employees will report time off and time worked for special pays on the electronic timecard.

SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME

7.1 Overtime.

A. Permanent full-time and part-time employees will be paid overtime pay or overtime compensatory time off for any authorized work performed:

- 1) in excess of forty (40) hours per week; or
- 2) in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours. For example, an employee who is scheduled to work ten (10) hours per day and who works eleven (11) hours on a particular day will be paid one (1) hour of overtime.

Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.

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

B. Permanent Intermittent and temporary employees will be paid overtime pay for any authorized work performed in excess of forty (40) hours per week or in

SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME

excess of eight (8) hours per day. Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1.5) times the employee's hourly base rate of pay (not including shift or any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base hourly rate of pay, not on the overtime rate of pay.

7.2 Overtime Compensatory Time. The following provisions shall apply:

- A. Employees may annually elect to accrue overtime compensatory time off in lieu of overtime pay. Eligible employees who elect to receive compensatory time off must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify his/her departmental payroll staff of any change in the election by May 31 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 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.

SECTION 8 - CALL BACK TIME PAY

- 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 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 Straight Time Pay and Straight Time Compensatory Time.

- A. Permanent full-time and part-time employees are eligible to receive straight time pay or straight time compensatory time off for hours worked in excess of the employee's daily number of scheduled hours that do not qualify for overtime pay as described in section 7.1, above.
- B. Straight time pay is calculated at the rate of one (1.0) times the employee's base rate of pay (not including differentials or shift pays).
- C. Straight time compensatory time off is accrued at the rate of one (1.0) times the number of straight time hours worked as defined in 7.3.A. above. The election of compensatory time off for overtime hours in lieu of overtime pay means that the employee also elects to receive compensatory time off for straight time hours in lieu of straight time pay. An employee cannot elect to receive straight time compensatory time off for straight time hours if the employee does not also elect to receive compensatory time off for overtime hours, and vice versa. For employees who receive straight time compensatory time off in lieu of straight time pay, except as otherwise set forth in this section 7.3, the rules for administration of compensatory time off described in section 7.2, above, apply to straight time compensatory time off.

SECTION 8 - CALL BACK TIME PAY

SECTION 8 - CALL BACK TIME PAY

A permanent full-time and permanent part-time employee who is called back to duty will be paid for Call Back Time. Call Back Time occurs when an employee is not scheduled to work and is not on County premises, but is called back to work on County premises or for a County work assignment. An employee called back to work will be paid Call Back Time Pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time hours worked plus one (1) hour. An employee called back to work will be paid a minimum of two (2) hours for each Call Back Time event.

SECTION 9 - ON-CALL DUTY

A permanent full-time or part-time employee assigned to On-Call Duty is paid one (1) hour of straight time pay for each four (4) hours designated as on-call duty. If an employee's on-call duty hours are not in increments of four (4) hours, the on-call duty hours will be pro-rated. For example, if the employee is assigned to on-call duty for six (6) hours, the employee would receive one and one-half (1.5) hours of straight time pay for the six (6) hours of designated on-call duty (6 hours ÷ 4 hours=1.5 hrs.). 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. 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. 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.
- b. The Department Head designates and approves those permanent full-time or part-time employees who will be assigned to on-call duty.

SECTION 10 - SHIFT DIFFERENTIAL

- A. Permanent full-time and permanent part-time employees:
 1. Permanent full-time and permanent part-time employees will receive a shift differential of five percent (5%) for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.
 2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day 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.

SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

3. Employees who commence a vacation, paid sick leave period, paid disability or other paid leave immediately after working a shift that qualifies for the shift differential, will have the shift differential included in computing the pay for their time on paid leave. Employees on a rotating shift schedule who commence a vacation, paid sick leave, paid disability, or other paid leave will be paid the shift differential that they would have received had the employees worked the scheduled shift during the period of paid leave. Shift differential shall only be paid during paid sick leave and paid disability leave as provided above for the first thirty (30) calendar days of each absence.
- B. Permanent Intermittent and Temporary employees:
1. Permanent Intermittent and temporary employees will receive a shift differential of five percent (5%) 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 5:00p.m. and 9:00a.m.
 2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day 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.

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

SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

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.

SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

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

SECTION 11 - WORKFORCE REDUCTION/LAYOFF/ REASSIGNMENT

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.

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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

SECTION 12 - HOLIDAYS

senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

SECTION 12 - HOLIDAYS

12.1 Holidays and Personal Holiday Credit. 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.

- 1. 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.
 - 2. For employees in the Health Services Department who are assigned to units or services on a shift operational cycle that includes Saturdays and Sundays, holidays are observed on the day that the holiday falls regardless if it is a Saturday or Sunday.
 - 3. For employees who work in twenty-four (24) hour facilities other than in the Health Services Department and who may be assigned to work on a holiday, 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. 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 one (1) minute increments, 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

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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.

- D. Effective September 1, 2013, Safety classifications represented by Local 1 assigned to work in twenty-four (24) hour facilities will not accrue the two (2) hours per month of personal holiday credit referenced in Section 12.1.C., above.
- E. Effective September 1, 2013, employees in the safety classifications represented by Local 1 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. Such personal holiday credit may be taken in increments of one (1) minute, and preference for the use of personal holiday credit 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.

12.2 Holiday is Observed (NOT WORKED).

A. Full Time Employees:

- 1. 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.
- 2. Holidays Observed on Regular Day off of Full Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedule: 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 reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time 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

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time off work at the same time.

3. Holiday Observed- Full Time Employees Scheduled 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.
4. Holiday Observed- Full Time Employees Scheduled for Less than Eight (8) hours: When a full-time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee was scheduled to work on the holiday.

B. Part Time Employees:

1. Holidays Observed – Part Time Employees: When a holiday is observed by the County, each part time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by eight (8) hours, without a reduction in pay. For example, a part time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday ($24/40 \times 8 = 4.8$). Hereafter, the number of hours produced by this calculation will be referred to as the "part time employee's holiday hours."
2. Holiday Observed on Regular Day off of Part Time Employees: When a holiday is observed by the County on the regularly scheduled day off of a part time employee, the part time employee is entitled to observe the holiday in the amount of the "part time employee's holiday hours," without a reduction in pay, in recognition of the holiday. The employee is also entitled to received flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time, in the amount of the "part time employee's holiday hours" in recognition of his/her scheduled day off.
3. Holiday Observed- Part Time Employees Scheduled to Work in Excess of "Part Time Employee's Holiday Hours": When the number of hours in a part time employee's scheduled work day that falls on a holiday is more than the employee's "part time employee's holiday hours," the employee must use non-sick leave accruals for the difference between the employee's scheduled work hours and the employees "part time employee's holiday hours." If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

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4. Holiday Observed- Part Time Employees Scheduled to Work Less than "Part Time Employee's Holiday Hours": When the number of hours in a part time employee's scheduled work day that fall on a holiday is less than the employee's "part time employee's holiday hours," the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for the difference between the employee's scheduled work hours and the employee's "part time employee's holiday hours."

12.3 Holiday is WORKED.

A. Full Time Employees:

1. Holiday Falls on Regularly Scheduled Work Day of Full-Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules: 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. This provision applies to the regular, 4/10, 9/80, flexible, and alternate work schedules.
2. Holiday Worked- Full Time Employee Scheduled less than Eight (8) hours on Regularly Scheduled Work Day: When a full time employee is scheduled to work less than eight (8) hours on a holiday (hereafter referred to as "full time employee short shift"), and the employee works that full time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between eight (8) hours and the employee's scheduled full time employee short shift hours.

Holiday Falls on Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules: Holiday Worked by Full-Time Employees on 4/10, 9/80, Flexible: 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 only applies to employees on 4/10, 9/80, flexible, and alternate work schedules.

B. Part Time Employees:

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1. Holiday Falls on Regularly Scheduled Work Day: When a part time employee works on a holiday that falls on the employee's scheduled work day, the part time employee is entitled to receive his/her regular salary. The part time 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 compensatory time for all hours worked on the holiday, up to a maximum of the "part time employee's holiday hours."
2. Holiday Worked- Part Time Employee Scheduled for Less than "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day: When a part time employee is scheduled to work less than the employee's "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee short shift"), and the employee works that part time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the "part time employee's holiday hours" and the part time employee short shift hours.
3. Holiday Worked- Part Time Employee Scheduled to Work in Excess of "Part Time Employee's Holiday Hours" on Regularly Scheduled Work Day: When a part time employee is scheduled to work more than his/her "part time employee's holiday hours" on a holiday (hereafter referred to as "part time employee long shift"), and the employee works more than the part time employee long shift hours, the employee is entitled to receive straight time pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or compensatory time up to eight (8) hours. When a part-time employee works more than his/her part time employee long shift hours and beyond eight (8) hours, the part time employee is 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 compensatory time for all hours worked beyond the part time employee long shift hours that exceed eight (8) hours.
4. Holiday Falls on Regularly Scheduled Day Off of Part Time Employee: When a part 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 part time employee is also entitled to receive overtime pay at the rate of one and one half (1.5) his/her base rate of pay (not including differentials) or compensatory time for all hours worked on the holiday, up to a maximum of the amount the "part time employee's holiday hours."
5. Holiday Worked- Regularly Scheduled Day off in Excess of "Part Time Employee's Holiday Hours": If a part time employee works more than the "part time employee's holiday hours," the part time employee is also entitled to receive compensatory time or straight time pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. If a part time employee works

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more than eight (8) hours on the holiday, the part time employee is 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 compensatory time for all hours worked beyond eight (8) hours. The part time employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) multiplied by the amount of the "part time employee's holiday hours" or flexible compensatory time in recognition of his/her scheduled day off.

6. Holiday Worked- Regularly Scheduled Day off Less Than "Part Time Employee's Holiday Hours": If a part-time employee works a part time employee short shift on his/her regularly scheduled day off, the employee is also entitled to receive flexible pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the part time employee's short shift hours and the "part time employee's holiday hours."

12.4 Holiday and Compensatory Time Provisions

- A. Maximum Accruals of Holiday Compensatory 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 Compensatory 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 Compensatory 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.
- E. Employees who elect to receive flexible compensatory time or holiday

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compensatory time credit must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify his/her departmental payroll staff of any change in the election by May 31 of each year.

12.5 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:

- 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 up to a maximum of eight (8) hours.
 - 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.

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

12.6 Permanent-Intermittent Employees: Permanent-Intermittent employees who work on a holiday will be paid overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for a maximum of eight (8) hours worked on the holiday.

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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 one

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(1) minute increments and may not be rounded. 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.

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 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>	Monthly Accrual <u>Hours</u>	Maximum Cumulative <u>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>	Monthly Accrual <u>Hours</u>	Maximum Cumulative <u>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

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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:

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.
- C. February 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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- 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.
- E. **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 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.

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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.

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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 (1) minute increments and may not be rounded.

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:

"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:

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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 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 there from the employee shall be required to undergo a physical examination by a

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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 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:

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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.

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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 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.
- 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

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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:

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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 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

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(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. 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

SECTION 14 - SICK LEAVE

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 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

$$C = 8 [1 - (\$960 \div \$1,667)]$$

$$C = 8 [1 - (.5758)]$$

$$C = 8 (.4242)$$

$$C = 3.39$$

3 hours chargeable to sick leave

5 hours chargeable to Workers' Compensation

SECTION 15 - CATASTROPHIC LEAVE BANK

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. 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.

SECTION 16 - STATE DISABILITY INSURANCE (SDI)

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, 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

SECTION 16 - STATE DISABILITY INSURANCE (SDI)

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.

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 17 - LEAVE OF ABSENCE

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:

1. Illness or disability.
2. Pregnancy.
3. Parental.

SECTION 17 - LEAVE OF ABSENCE

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 5.6 - 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 12.1, 13.1, 13.3, 14.2 and 14.8 of this MOU regarding the computation of vacation, sick leave, floating

SECTION 17 - LEAVE OF ABSENCE

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

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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 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.

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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:
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.

SECTION 17 - LEAVE OF ABSENCE

- 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 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. A n 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.

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

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.
- 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.

SECTION 19 - HEALTH, LIFE & DENTAL CARE

- 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 B.

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

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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.

SECTION 19 - HEALTH, LIFE & DENTAL CARE

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

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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 10th 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.
- 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.

SECTION 19 - HEALTH, LIFE & DENTAL CARE

- 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.

SECTION 19 - HEALTH, LIFE & DENTAL CARE

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.

SECTION 19 - HEALTH, LIFE & DENTAL CARE

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.

The County is committed to evaluating alternative approaches to sharing health care premiums for the 2016 Plan year, taking into consideration any effect on its budget.

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.

19.19 Health Plan Re-Opener. This agreement will open on April 1, 2015, for the limited purpose of bargaining over Section 19, Health, Life, and Dental Care, to explore changes effective in the 2016 Plan year.

The County is committed to evaluating alternative approaches to sharing health care premiums for the 2016 Plan year, taking into consideration any effect on its budget.

During the reopener, the County will not propose reducing the current dollar amount of the County's premium subsidy for health plans and will not unilaterally impose a reduction in the current dollar amount of the County's health plan premium subsidy for the 2016 Plan year.

SECTION 20 - PROBATIONARY PERIOD

In the event the parties fail to reach an agreement by January 1, 2016, and notwithstanding Section 25.7, (Strike/Work Stoppage) the Union reserves the right to strike with respect to the subject of the reopener.

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 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.

SECTION 20 - PROBATIONARY PERIOD

- 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 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.

SECTION 21 - PROMOTION

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 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.

SECTION 22 - TRANSFER & REASSIGNMENT

- 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 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.

SECTION 22 - TRANSFER & REASSIGNMENT

- 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.

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.

SECTION 22 - TRANSFER & REASSIGNMENT

- 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 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

SECTION 22 - TRANSFER & REASSIGNMENT

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

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): _____

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 (WIDS1) to:

_____ by: _____
Name Date Time of Day

Posting Date: _____ Removal Date: _____

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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.

In no event shall reassignments be utilized for disciplinary purposes.

SECTION 23 - RESIGNATIONS

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 since the County mailed a notice of resignation by the appointing authority to the employee at the employee's last known address.

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- 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 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

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:

- 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.

SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION

- 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.

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 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

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 stage of the process.

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

Step 1. 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 or designee, 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.

Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the union 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 fifteen (15) 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 resolve the grievance. In the event that the grievance is not resolved, the Director of Human Resources or designee will provide written notice of that fact to the grievant, the union, and the Department within fifteen (15) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

SECTION 25 - GRIEVANCE PROCEDURE

Step 4 Mediation. Grievances regarding discipline involving suspensions, demotions, or reduction in pay will proceed directly to Step 5 - Expedited Board of Adjustment, at the request of the Union. No grievance may be processed under this section which has not first been filed and investigated in accordance with Step 3 above. If the parties are unable to reach a mutually satisfactory accord on any grievance that is presented at Step 3 the union may appeal the grievance and request mediation in writing to the Director of Human Resources or designee within ten (10) work days of the date of the written response at Step 3. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

Step 5 Arbitration. If the parties are unable to reach a resolution of the grievance at Step 4, either the Union or the County, whichever is the moving party, may require that the grievance, except those referred to in Section 25.2 below, be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Human Resources Director. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. 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 Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

25.2 Step 5. Expedited Board of Adjustment. If the County and the 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) union representatives from the unions participating in the EBA process, 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

SECTION 25 - GRIEVANCE PROCEDURE

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, or longer, as agreed to by the parties in writing. However, the Arbitrator may be replaced at any time by agreement between the parties. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by 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 and the County will each pay one-half (1/2) of the arbitrator's fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

Procedures

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

SECTION 25 - GRIEVANCE PROCEDURE

25.3 Scope of Arbitration Decisions, and Expedited Board of Adjustment.

- A. Decisions of 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 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 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, pursuant to the procedures outlined in Step 3 above or Step 4 above resolves 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 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.

SECTION 26 - BILINGUAL PAY

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.
- B. No action under Steps 3, 4 and 5 of Subsection 25.1 - Definition and Procedure and Step 5 of Subsection 25.2 - Step 5-Expedited Board of Adjustment 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

SECTION 26 - BILINGUAL PAY

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 Retirement Benefit - Non-Safety Employees who become New Members of CCCERA on or after January 1, 2013

- A. For non-safety employees who, under PEPRA, become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
- B. For employees hired by the County after June 30, 2014, who, under PEPRA, become New Members of CCCERA, 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.
- C. For employees who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.
- D. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to non-safety employees who, under PEPRA, become New Members of CCCERA. The Union will support the legislation.

27.3 Safety Employees Retirement

A. Tier A Safety Retirement Benefit – Safety employees who are hired or rehired before January 1, 2013, or who, under PEPRA, do not become New Members of CCCERA.

- 1. Retirement Benefit. For employees who are hired or rehired by the County before January 1, 2013, or who are initially hired after that date but under PEPRA, do not become New Members, and who are designated by CCCERA as Safety Members, the retirement formula shall be "3 percent at 50". The cost of living adjustment (COLA) to the retirement allowance of these employees shall not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) month salary average. This retirement benefit is known as Tier A. Each employee in Tier A will pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of this Tier A safety retirement benefit. Such payments will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

SECTION 28 - TRAINING REIMBURSEMENT

- a. Effective March 1, 2013, and through December 31, 2014, each employee in Tier A will pay four and one-half percent (4.5%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit. Employees who, after March 1, 2013, continued to pay nine percent (9%) of their retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit, will have the four and one-half percent (4.5%) difference the employees paid between March 1, 2013, and the effective date of this Side Letter refunded as a retirement deduction adjustment in their October 10, 2013 pay.

Effective January 1, 2015, and through June 30, 2015, each employee in Tier A will pay two and a quarter percent (2.25%) of his or her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.

- b. Effective June 30, 2015 at 11:59 p.m., the employee's payment of two and a quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit will cease.
2. Subsection A, subpart (1) above, applies to employees who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA.

B. Safety Retirement Benefit – Employees who become New Members of CCCERA on or after January 1, 2013.

1. For employees who, under PEPRA, become New Members of CCCERA on or after January 1, 2013, retirement benefits are governed by the California Public Employees Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
2. PEPRA Safety Option Plan Two (2.7% @ 57) applies to employees who, under PEPRA, become New Members of CCCERA. For these employees, hired by the County after June 30, 2014, 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.

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

SECTION 30 - VIDEO DISPLAY TERMINAL (VDT) USERS EYE EXAMINATION

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 or soles, up to a maximum of two hundred and seventy-five dollars (\$275). There is no limitation on the number of shoes, toe guards, or soles, 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 Featherwater Lens Types (High Impact). Any additional cost for current contract upgrades or Featherwater 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:

SECTION 30 - VIDEO DISPLAY TERMINAL (VDT) USERS EYE EXAMINATION

- 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.

SECTION 30 - VIDEO DISPLAY TERMINAL (VDT) USERS EYE EXAMINATION

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.
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.

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, 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 three times (3) the length of time the overpayment occurred.

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

SECTION 35 - PROVISIONAL APPOINTMENT

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.

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

SECTION 35 - PROVISIONAL APPOINTMENT

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 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

SECTION 38 - REIMBURSEMENT FOR MEAL EXPENSES

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 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:

SECTION 38 - REIMBURSEMENT FOR MEAL EXPENSES

- 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.
- E. The loss or damage was not a result of negligence or lack of proper care by the employee.

SECTION 43 - LENGTH OF SERVICE DEFINITION

- 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,

SECTION 43 - LENGTH OF SERVICE DEFINITION

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.

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 SPECIAL PAYS & BENEFITS

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

B. Permanent-Intermittent employees may be eligible for certain special types of pays and benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to permanent-intermittent employees is included as Attachment D. If a special pay or benefit that is described in this MOU does not specifically reference permanent-intermittent employees or the special pay or benefit is not included in Attachment D, then the special pay or benefit does not apply to permanent-intermittent employees.

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.

SECTION 43 - LENGTH OF SERVICE DEFINITION

- 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 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.

SECTION 47 - PROVISIONAL EMPLOYEE BENEFITS

- 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

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

SECTION 49 - LUNCH PERIOD

Org.#	Org. Name
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.

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.

SECTION 49 - LUNCH PERIOD

- 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.

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.

SECTION 53 - TEMPORARY EMPLOYEES

- 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.

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).

SECTION 53 - TEMPORARY EMPLOYEES

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.

SECTION 53 - TEMPORARY EMPLOYEES

- 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.
 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.

SECTION 54 - ADOPTION

- 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.
- J. Special Pays. Temporary employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to temporary employees is included as Attachment E. If a special pay or benefit that is described in this MOU does not specifically reference temporary employees or the special pay or benefit is not included in Attachment E, then it does not apply to temporary employees.

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. Any past side letters or any other agreements, excluding settlement agreements, that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

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

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Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

55.4 Duration of Agreement. This Agreement will continue in full force and effect from July 1, 2013 to and including June 30, 2016. 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.

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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 Sections 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.

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- 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.
- 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.
- F. **Pest Surveillance Canine Inspection Program.**

Handler Compensation for Home Kenneling: Canine Handlers in the Pest Surveillance Canine Inspection Team will be paid for daily canine core care of home kenneled canines at the rate of \$8.06 per day per canine kenneled in the Handler’s home. “Canine core care” is the general daily maintenance care of the canine, including providing water, feeding, maintenance level exercising, and providing a safe environment for the canine. Canine core care also includes basic maintenance of the home kennel such as cleaning and sanitizing. This compensable off-duty canine core care for canine handlers that home kennel is estimated to be not more than 30 minutes per day.

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The Canine Handler compensation will be suspended on a day by day basis during those times that the canine is not home kenneled with the Canine Handler due to the Canine Handlers' vacation, leave of absence or illness that involves the Department making alternative arrangements for the care of the canine. Under such circumstances, an alternative canine handler may home kennel and provide the daily canine care of the other canine for the period of time that the other canine handler is unavailable. The Canine Handler accepting the additional responsibility will retain the \$8.06 daily canine care compensation for their duties with the primary canine and will also receive the daily canine care compensation of \$8.06 for the second canine that is under their care at a home kennel.

Canine Handlers will also be eligible for paid overtime for emergency off-duty canine care (which is over and beyond ordinary canine care), provided the Canine Handler reports such occurrence in writing to his or her supervisor as soon as possible, and no later than the first shift worked after the emergency occurrence.

Should the off-duty canine care compensation be increased for the canine officers in the Deputy Sheriff's Association, the Agricultural Pest Surveillance Canine Program will increase the off-duty canine care compensation by the same amount.

- G. Home Kennel Funding:** A home kennel must meet the specifications of the Department. The Department will provide funding for the home kennel, provided the Department has pre-approved the cost and design of said kennel.
- H.** The County will pursue new and increased California Department of Food and Agriculture grants to support transition of employees from permanent intermittent classifications to permanent classifications.

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 and Animal Services Sergeants 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.

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- D. The Animal Services Officers and Sergeants shall follow the dress code in Chapter 3 of the Officers Field Service Manual.
- E. 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.

- F. 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.
- G. 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.
- 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 one (1) Animal Services Sergeant and one (1) Registered Veterinary 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 will continue the current policy of allowing Animal Services Officers, Animal Services Sergeants and Kennel staff, and Registered Veterinary Technicians 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

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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, Animal Services Sergeants, Kennel staff, and Registered Veterinary Technicians who are required to appear/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 or Sunday as designated by the appointing authority (rather than Monday through Friday, eight (8) hours per day, 4/10 or 9/80 schedule), holidays will be observed on the day on which the holiday falls even if it is a Saturday or Sunday.
- N. Animal Services Officers and Animal Services Sergeants Participating in Search Warrants. The Department will compensate individual Animal Services Officers and Animal Services Sergeants 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 and Animal Services Sergeants to such search warrant duty.

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 and Animal Services Sergeants. 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

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- 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. Permanent Full-time and Permanent Part-time Employees.

- a. Permanent full-time and part-time employees in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of seven and one-half percent (7.5%) 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 5:00p.m. and 9:00a.m.

In order to receive the seven and one-half percent (7.5%) shift differential, the employee must start work between the hours of midnight and 5:00a.m. or 11:00a.m. and midnight 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 full-time and part-time employees in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of ten percent (10%) of the employee's base hourly rate of pay for the entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 11:00p.m. and 8:00a.m.

In order to receive the ten percent (10%) shift differential, the employee must start work between the hours of 7:00p.m. and midnight or midnight and 8:00a.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.

- 2. Permanent Intermittent and Temporary Employees.

- a. Permanent Intermittent and temporary employee in the Hospital Nursing Service, including Sterile Processing, will receive a shift differential of seven and one-half percent (7.5%) of the employee's base hourly rate of pay for a maximum of eight (8) hours per

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workday and/or forty (40) hours per workweek when the employee works for four (4) or more hours between 5:00p.m. and 9:00a.m.

In order to receive the seven and one-half percent (7.5%) shift differential, the employee must start work between the hours of midnight and 5:00a.m. or 11:00a.m. and midnight 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.

- b. Permanent Intermittent and temporary employees in the Hospital Nursing Service, including Sterile Processing, will 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 workday and/or forty (40) hours per workweek when the employee works for four (4) or more hours between 11:00p.m. and 8:00a.m.

In order to receive the ten percent (10%) shift differential, the employee must start work between the hours of 7:00p.m. and midnight or midnight and 8:00a.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.

- 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.

58.2 Attendant-LVN-Aide Unit.

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 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 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, and permanent intermittent employees in the Attendant-LVN-Aide Unit 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
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County

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

- 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 and Call Back Time.
 - 1. On-Call Duty.
 - a. Permanent full-time and part-time employees in the classifications of Surgical Technologist (VT7B), Sterile Processing and Distribution Technician (1EWA), and Lead Sterile Processing and Distribution Technician (1ETB) assigned to On-Call Duty for the Operating Room or Post Anesthesia Recovery 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, the On-Call Duty hours will be pro-rated. For example, if the employee is assigned to On-Call Duty for six (6) hours, then the employee would receive three (3) hours of straight time pay for the six (6) hours of designated On-Call Duty (6 hours ÷ 2 hours = 3 hours).
 - b. An employee is considered assigned to On-Call Duty if all of the following criteria are met:
 - i. 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

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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.

- c. 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.

2. Call Back Time. Permanent full-time or part-time employees in the classifications of Surgical Technologist (VT7B), Sterile Processing and Distribution Technician (1EWA), and Lead Sterile Processing and Distribution Technician (1ETB) assigned to On-Call Duty for the Operating Room or Post Anesthesia recovery Room will be paid Call Back Time Pay as set forth in Section 8 of this MOU, except that employees called back to work will be paid a minimum of three (3) hours for each Call Back Time event.

- 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 ($\frac{1}{2}$) the employees base salary rate in addition to the employees base salary rate for the hours worked in excess of eight (8) hours. 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 shall receive twenty-five dollars (\$25.00) in addition to all 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)

58.2 Attendant-LVN-Aide Unit.

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.
 - 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

58.2 Attendant-LVN-Aide Unit.

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.

Normally, only one employee per classification from each worksite and shift may receive vacation at the same time; however management may approve more than one employee per classification based upon operational needs. In case of conflict, the employee with the greater length of service in their classification 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.

Vacation requests submitted after March 1st shall be considered on a first come basis and shall be subject to staffing availability.

58.2 Attendant-LVN-Aide Unit.

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

58.3 Building Trades Unit.

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. 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, and permanent intermittent employees will be paid

58.3 Building Trades Unit.

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
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.

- 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.
- 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.
- I. Effective January 1, 2014, the following classifications in the Building Trades Unit will be designated as flexibly staffed classifications: Lead Carpenter (GFTC), Lead Electrician (GFTA), Lead Painter (GFTB), and Lead Steamfitter (GFTE). The Salary and Class listing attached to this MOU will be updated accordingly.

58.4 This Section Left Blank Intentionally.

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

58.5 Engineering Unit.

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 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;

58.6 Community Services Bureau Unit.

- 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.

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 C, as modified below, and (3) entitled Sections in the MOU modified below:

- A. Salaries. Because employees in the Community Services Bureau 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
- 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

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- 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. 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.

58.6 Community Services Bureau Unit.

- 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.

58.7 General Services and Maintenance Unit.

In addition, the following bidding restrictions shall apply:

- (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.

58.7 General Services and Maintenance Unit.

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 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.

58.7 General Services and Maintenance Unit.

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
5701	West County Detention Infirmary

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Org.#	Facility Name
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.

E. Communications.

1. 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.
2. Permanent full-time, Part-time, and Permanent Intermittent employees in the classifications of Communications Equipment Specialist (PEWF), Materials Technician (91VC), Telecommunication Specialist I (PEWL), and Telecommunications Specialist II (PEVA) who are assigned to the Radio Communications unit (Org. # 4285) and who are required to climb a communication tower will be paid one (1.0) hour of straight time pay at the rate of one (1.0) times the employee's base rate of pay (excluding differentials) on any day that the employee climbs a tower regardless of the number of times the employee is required to climb a communication tower on that day. Tower construction work will be contracted out.
3. County-owned vehicles will not be taken home by employees regardless of whether they are on call or working overtime.

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F. Sheriff's Personnel.

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.
3. Effective January 1, 2014, the following classifications in the Department of Conservation will be designated as flexibly staffed classifications: Senior Building Inspector (FATE), Senior Grading Inspector (NXTA), and Senior Plan Checker (FRTA). The Salary and Class listing attached to this MOU will be updated accordingly.

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

58.7 General Services and Maintenance Unit.

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.
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 ($\frac{1}{2}$) 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. CCCRMC 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 41st 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

58.8 - Health Services Unit.

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.

Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of seven and one-half percent (7.5%) of the employee's base hourly rate of pay for all hours worked on a Sunday.

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 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.

58.8 - Health Services Unit.

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.
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.

58.8 - Health Services Unit.

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.
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) 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.

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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 one and one-half (1.5) times the regular rate of pay, 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 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 formulate advisory recommendations and proposals concerning such matters. The Committee shall not discuss economic matters, such as wages, hours and

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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 four (4) 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

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submitted to the Mental Health Director at least two (2) weeks prior to the scheduled meeting.

2. The Health Services Department agrees to meet and confer with the Union before contracting out any presently County operated Mental Health Programs employing Mental Health Staff.
3. Mental Health Treatment employees shall receive a weekend shift bonus of five dollars (\$5.00) per shift for each weekend shift worked which: 1) falls on weekends for which the employee is not scheduled to work in his/her normal work schedule; 2) falls between the beginning of the night shift on Friday and the end of the evening shift on Sunday; 3) is worked for the full duration of the shift; and 4) is not the result of a trade. The employee is to note such qualifying shifts on his/her time sheets in order to receive this compensation.
4. Incumbents of the Mental Health Specialist II, Mental Health Clinical Specialist, Mental Health Employment Placement Specialist, Mental Health Community Support Worker II 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.

G. Pharmacy.

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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.

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. 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. Call Back Time. 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.

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),

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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:

- i. 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. Call Back Time. 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.

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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.
- 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 13.3 – Vacation Accrual Rates shall not apply:
- | | Monthly
Accrual
<u>Hours</u> | Maximum
Cumulative
<u>Hours</u> |
|--------------------------|------------------------------------|---------------------------------------|
| <u>Length of Service</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

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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.
- C. The following vacation accruals shall be effective for employees in the Investigative Unit and other accruals listed in Section 13.3 – Vacation Accrual Rates 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

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. Evening Shift Differential. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of a five percent (5%) of the employee's base hourly rate of pay for those hours worked between 6:00 p.m. and 9:00 p.m.
- F. Weekend Shift Differentials.
1. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of five percent (5%) of the employee's base hourly rate of pay for all hours worked on a Saturday. Said five percent (5%) differential shall not apply to any overtime hours worked on Saturday.
 2. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of seven and one-half percent (7.5%) of the employee's base hourly rate of pay for all hours worked on a Sunday.
- 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, 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.

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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. 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 Local One Library Unit who are assigned to the Library Inmate Unit (Org. 2490) will be paid the detention facility assignment pay if the employee's position is assigned to work in one of the following facilities:

Org.#	Facility Name
2580	West County Detention
2578	Martinez Detention
2585	Marsh Creek Detention

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

- 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 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 – Vacation Accrual Rates shall not apply.

	Monthly Accrual Hours	Maximum Cumulative Hours
<u>Length of Service</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

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(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 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, permanent part-time staff, and permanent-intermittent 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 will 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 will 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.

The parties will convene the Joint Labor Management Task Force provided for in

Section 58.10(Q) of the MOU no later than July 1, 2014.

- R. The Library will request that vacant, funded permanent positions be filled following the adoption of the annual 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. Employees in the classification of Library Assistant who are regularly assigned "in Charge" at the Outlets 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.

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.

58.10 Library Unit.

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.

The parties shall commence meeting and conferring regarding the Sub-finder no later than July 1, 2014.

V. **STAGGERED SHIFTS**

The Library will establish work schedules that end at least 10 minutes after the library closes at each community library location except at the library outlets, Juvenile Hall and the Orin Allen Youth Rehabilitation Facility.

Date: _____

Contra Costa County:
(Signature / Printed Name)

PEU, Local One:
(Signature / Printed Name)

_____ / _____	_____ / _____
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PUBLIC EMPLOYEES UNION, LOCAL ONE

ATTACHMENTS

- A. CLASS & SALARY LISTING BY UNIT
- B. MEDICAL/DENTAL/LIFE INSURANCE
- C. PROJECT EMPLOYEES
- D. PI SPECIAL PAYS AND BENEFITS
- E. TEMPORARY EMPLOYEES SPECIAL PAYS
- F. CLASS B PHYSICAL EXAMINATIONS/PUBLIC WORKS
- G. EXPANDED USE OF VOLUNTEERS/LIBRARY
- H. PUBLIC SERVICE OFFICERS/RANGERS
- I. CARDIAC ULTRASONOGRAPHER-PER DIEM AND PHARMACIST-PER DIEM
- J. PHYSICAL THERAPIST-PER DIEM & OCCUPATIONAL THERAPIST-PER DIEM
- K. GENERAL SERVICES HEALTH & SAFETY ISSUES
- L. CENTRAL LIBRARY VACATION POLICY
- M. PER DIEM SPECIAL PAYS
- N. TEMPORARY EMPLOYEES AGREEMENT
- O. LIBRARY ASSEMBLING MEMORANDUM OF UNDERSTANDING
- P. ATTENDANT-LVN-AIDE CAREER ADVANCEMENT PROGRAM
- Q. VEGETATION MANAGEMENT TECHNICIANS
- R. GUARDIAN SECURITY CONTRACT
- S. ISW REASSIGNMENTS/BIDS
- T. CONTRACTING FOR SERVICE FROM REHABILITATION PROGRAMS
- U. HEALTHCARE COALITION NOTICE OF CHANGES
- V. BUILDING TRADES-ROTATION INTO HOSPITALS
- W. THERAPY SERVICES – OT/PT IN HOSPITAL
- X. STATIONARY ENGINEER – 24 HOUR COVERAGE
- Y. RETURN TO WORK POLICY
- Z. MENTAL HEALTH SIDE LETTER

PEU, LOCAL #1
CLASS AND SALARY LISTING
Effective 4/1/2014

Attachment A

Agriculture and Animal Ctrl Unit

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
BANA	AGRICULTURAL BIOL/W&M INSP III	F	\$5,279.14	\$6,416.83
BAWA	AGRICULTURAL BIOLOGIST I	F	\$4,158.44	\$5,054.61
BAVA	AGRICULTURAL BIOLOGIST II	F	\$4,496.78	\$5,465.86
BATB	AGRICULTURAL BIOLOGIST III		\$5,279.14	\$6,416.83
BA7A	AGRICULTURAL BIOLOGIST TRAINEE	F	\$2,984.54	\$3,627.73
BJWC	ANIMAL CENTER TECHNICIAN	F	\$3,029.20	\$3,682.01
BJWD	ANIMAL SVCS OFFICER		\$3,324.88	\$5,035.18
BJTD	ANIMAL SVCS SERGEANT		\$3,660.05	\$5,542.76
BJWE	ANIMAL SVCS UTILITY WORKER		\$2,482.54	\$3,017.54
B9W3	GLASSY WING SHARPSHTR SPEC-PRJ		\$3,262.71	\$3,262.71
B9T1	LEAD PEST DETECTION SPEC - PRJ		\$3,588.06	\$3,588.06
B9N1	PEST DETECTION PROG ASST - PRJ		\$3,588.06	\$3,588.06
B9W1	PEST DETECTION SPEC -PROJECT		\$3,262.71	\$3,262.71
BKVA	REGISTERED VETERINARY TECHN		\$3,262.71	\$4,590.96
BJTC	SR ANIMAL CENTER TECHNICIAN	F	\$3,876.14	\$4,711.48
BKRA	VETERINARY ASSISTANT	F	\$3,095.91	\$3,763.09
BWWA	WEIGHTS/MEASURES INSPECTOR I	F	\$4,158.44	\$5,054.61
BWVA	WEIGHTS/MEASURES INSPECTOR II	F	\$4,496.78	\$5,465.86
BWTB	WEIGHTS/MEASURES INSPECTOR III		\$5,279.14	\$6,416.83
BW7A	WEIGHTS/MEASURES INSPECTOR TRN	F	\$2,860.14	\$3,476.52

PEU, LOCAL #1
CLASS AND SALARY LISTING
Effective 4/1/2014

Attachment A

Building Trades Unit

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
GFWB	CARPENTER	F	\$5,109.43	\$5,633.15
GFWA	ELECTRICIAN	F	\$5,253.07	\$5,791.51
GFTC	LEAD CARPENTER	F	\$5,863.33	\$6,464.32
GFTA	LEAD ELECTRICIAN	F	\$6,010.28	\$6,626.33
GFTB	LEAD PAINTER	F	\$5,863.33	\$6,464.32
GFTE	LEAD STEAMFITTER	F	\$6,701.86	\$7,388.81
GFWE	PAINTER	F	\$5,109.43	\$5,633.15
GFWG	ROOFER		\$5,310.60	\$5,854.93
GFVA	STEAMFITTER	F	\$5,857.53	\$6,457.92

PEU, LOCAL #1
CLASS AND SALARY LISTING
Effective 4/1/2014

Attachment A

Engineering Unit

			Salary Range	
Job Code	Class Title	Flex Staff (F) / Deep Class (D)	From	To
DYTA	ASSOC REAL PROPERTY AGENT	F	\$5,180.76	\$6,612.10
DYVA	ASST REAL PROPERTY AGENT	F	\$4,356.53	\$5,295.40
DRWB	AUDITOR-APPRAISER I	F	\$4,678.45	\$5,157.99
DRVA	AUDITOR-APPRAISER II	F	\$4,710.99	\$5,726.24
NP7A	COMPUTER AID DRAFT OPER TRAINE	F	\$3,667.07	\$4,042.95
NPWB	COMPUTER AIDED DRAFTING OPER	F	\$4,266.89	\$5,186.43
51VC	ENVIRONMENTAL ASSISTANT	F	\$4,056.77	\$4,931.03
5HWB	GRAPHIC DESIGNER		\$3,510.74	\$4,267.33
5HWA	GRAPHICS TECHNICIAN I	F	\$2,798.51	\$3,401.61
5HVA	GRAPHICS TECHNICIAN II	F	\$3,538.66	\$4,301.27
NPWA	JUNIOR DRAFTER	F	\$2,798.51	\$3,401.61
DYWA	JUNIOR REAL PROPERTY AGNT	F	\$3,201.90	\$3,891.93
NPTA	LEAD C A D OPERATOR	F	\$4,604.92	\$5,597.30
51WB	PLANNING TECHNICIAN I	F	\$3,114.35	\$3,785.52
51VB	PLANNING TECHNICIAN II	F	\$3,584.51	\$4,356.99
51TB	PLANNING TECHNICIAN III	F	\$4,121.55	\$5,009.77
DY7B	REAL PROPERTY TECH ASSISTANT	F	\$3,426.21	\$4,375.41
DRTA	SR AUDITOR-APPRAISER		\$5,563.57	\$6,762.55
NPVA	SR DRAFTER	F	\$3,796.38	\$4,614.52
DYTB	SR REAL PROPERTY AGENT	F	\$5,807.76	\$7,235.86
DY7C	SR REAL PROPERTY TECH ASST	F	\$4,056.77	\$4,931.03
NPHB	SUPERVISING DRAFTER		\$4,591.26	\$5,580.70
N4WA	TRAFFIC SAFETY INVESTIGATOR		\$4,271.11	\$5,191.56

PEU, LOCAL #1
CLASS AND SALARY LISTING
Effective 4/1/2014

Attachment A

Family and Children Services

			Salary Range	
Job Code	Class Title	Flex Staff (F) / Deep Class (D)	From	To
CJW4	ASSISTANT TEACHER-PROJECT		\$1,705.78	\$2,073.38
CJW3	ASSOCIATE TEACHER-PRJ-SUB		\$2,084.36	\$2,533.56
CJW1	ASSOCIATE TEACHER-PROJECT		\$2,105.11	\$2,558.77
98W3	CHILD NUTRI WORKR I-PRJ SUB		\$1,476.83	\$1,795.10
98W2	CHILD NUTRT FD SVC TRNS-PRJ		\$1,800.25	\$2,188.21
98V1	CHILD NUTRT FOOD SVC ASST-PRJ		\$1,713.29	\$2,082.52
98G1	CHILD NUTRT WORKER II-PROJECT		\$2,082.30	\$2,531.05
98W1	CHILD NUTRT WORKER I-PROJECT		\$1,491.52	\$1,812.96
98G2	CHILD NUTRT WORKR III-PROJECT		\$2,249.49	\$2,734.27
9JV7	COMMUNITY SVCS ACCT ASST-PROJ		\$3,078.91	\$3,742.44
9KV8	COMMUNITY SVCS BLDG SVC WRKR-P		\$2,017.36	\$2,452.11
9MW4	EARLY CHILDHOOD EDUCATOR-PRJ		\$2,836.00	\$3,447.18
CJT2	INF/TOD MASTER TEACHER-PRJ		\$3,012.57	\$3,661.80
CJW2	INFANT TODDLER ASSOC TCHER-PRJ		\$2,105.11	\$2,558.77
CJN2	INFANT TODDLER TEACHER-PROJECT		\$2,836.00	\$3,447.18
99J3	INTERMEDIATE CLERK-PRJ	F	\$2,841.62	\$3,454.01
CJT1	MASTER TEACHER-PROJECT		\$3,012.57	\$3,661.80
9KT7	SENIOR CLERK-PROJECT	F	\$3,273.84	\$3,979.38
CJK1	TEACHER ASST TRAINEE-PROJECT		\$1,475.38	\$1,626.61
CJN3	TEACHER-PRJ SUBSTITUTE		\$2,836.00	\$3,447.18
CJN1	TEACHER-PROJECT		\$2,836.00	\$3,447.18

PEU, LOCAL #1
CLASS AND SALARY LISTING
Effective 4/1/2014

Attachment A

CSB - SITE SUPERVISOR UNIT

			Salary Range	
Job Code	Class Title	Flex Staff (F) / Deep Class (D)	From	To
CJF1	SITE SUPERVISOR III-PROJECT		\$3,794.28	\$4,611.98
CJG1	SITE SUPERVISOR II - PROJECT		\$3,536.71	\$4,298.89
CJH2	SITE SUPERVISOR I-PROJECT		\$3,216.01	\$3,909.09

PEU, LOCAL #1
CLASS AND SALARY LISTING
Effective 4/1/2014

Attachment A

General Services and Mtce Unit

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
**9BVB	AIRPORT OPERATIONS SPECIALIST	F	\$3,935.66	\$4,783.82
9BWB	AIRPORT OPERATIONS TECHNICIAN	F	\$2,923.12	\$3,553.08
FAWB	BUILDING INSPECTOR I	F	\$4,964.81	\$5,473.70
FAVD	BUILDING INSPECTOR II	F	\$5,939.29	\$6,548.06
FRWA	BUILDING PLAN CHECKER I	F	\$3,573.87	\$4,344.06
FRVA	BUILDING PLAN CHECKER II	F	\$4,212.31	\$5,120.10
FR7A	BUILDING PLAN CHECKER TRAINEE	F	\$2,665.98	\$3,240.51
CW05	CAL WORKS LABORER	F	\$3,170.36	\$3,495.32
ADWA	CCTV PRODUCTION ASSISTANT		\$2,806.83	\$3,411.73
PEWF	COMMUNICATIONS EQUIP SPEC		\$4,687.72	\$5,697.96
APTC	COMMUNITY & MEDIA RELATIONS SP		\$4,824.28	\$5,863.94
LK7A	COMPUTER OPERATOR I	F	\$3,438.50	\$3,790.95
LKVB	COMPUTER OPERATOR II	F	\$3,428.30	\$4,167.12
LKTA	COMPUTER OPERATOR III	F	\$3,773.90	\$4,587.19
1KWA	COOK		\$3,083.67	\$3,748.22
GK7A	CUSTODIAN I	F	\$2,776.43	\$3,061.01
GKWB	CUSTODIAN II	F	\$2,862.97	\$3,156.43
64WG	DETENTION SVCS AIDE	F	\$2,381.42	\$2,894.63
64VD	DETENTION SVCS WORKER	F	\$2,668.62	\$3,243.72
9QWA	DRIVER CLERK	F	\$2,984.54	\$3,627.73
9XVB	DUPLICATING MACHINE OPER I	F	\$2,865.81	\$3,483.41
9XTD	DUPLICATING MACHINE OPER II	F	\$3,428.30	\$4,167.12
PEWE	ELECTRONIC SYSTEMS SPECIALIST		\$4,687.72	\$5,697.96
PMWB	EQUIPMENT MECHANIC	F	\$4,891.62	\$5,393.01
PMVB	EQUIPMENT SERVICE WRITER		\$3,736.71	\$4,119.73
PMVA	EQUIPMENT SERVICES WORKER		\$3,736.71	\$4,119.73
PMSC	FIRE APPARATUS SERVICE COORDIN		\$5,139.88	\$5,666.72
PESC	FIRE DISTRICT TELECOM SPEC		\$5,438.30	\$6,610.29
RJHD	FIRE EDUCATION COORDINATOR		\$3,613.01	\$4,391.64
PMVC	FIRE EQUIPMENT MECHANIC		\$5,139.88	\$5,666.72
GMWA	FIRE MAINTENANCE WORKER		\$3,785.12	\$4,600.84
RJWE	FIRE PREVENTION SPECIALIST		\$2,485.00	\$3,020.53
PMTB	FLEET EQUIPMENT SPECIALIST		\$4,266.89	\$4,704.24
PMWD	FLEET SERVICE CENTER ATTENDANT		\$2,426.64	\$2,675.37
6D7A	FORENSIC TECHNOLOGIST		\$3,354.43	\$4,077.33
GPWA	GARDENER	F	\$3,160.95	\$3,484.95
NXWB	GRADING INSPECTOR I	F	\$4,964.81	\$5,473.70
NXTB	GRADING INSPECTOR II	F	\$5,939.29	\$6,548.06
GPVD	GROUNDS MAINTCE SPEC-IRRIGATN		\$4,271.11	\$4,708.90
GPVE	GROUNDS MAINTCE SPEC-PEST CTRL		\$4,483.44	\$4,942.99
GP7A	GROUNDSKEEPER	F	\$2,759.98	\$3,042.88

** Safety Classifications

PEU, LOCAL #1
CLASS AND SALARY LISTING
Effective 4/1/2014

Attachment A

General Services and Mtce Unit

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
1KHB	HEAD DETENTION COOK		\$4,725.00	\$5,209.32
LTWA	INFO SYS SPECIALIST I	F	\$3,703.56	\$4,501.70
LTVA	INFO SYS SPECIALIST II	F	\$4,292.31	\$5,217.33
LTTA	INFO SYS SPECIALIST III	F	\$4,969.73	\$6,040.73
LTWB	INFO SYS TECHNICIAN I	F	\$4,356.53	\$5,295.40
LTVB	INFO SYS TECHNICIAN II	F	\$4,753.16	\$5,777.49
1KWC	INST SVCS AIDE	F	\$2,453.21	\$2,981.90
1KVD	INST SVCS WORKER-GENERALIST	F, D Res # 82/1082	\$2,692.51	\$3,272.76
1KVF	INST SVCS WORKER-LEAD	F, D Res # 82/1082	\$3,751.54	\$3,751.54
1KVE	INST SVCS WORKER-SPECIALIST	F, D Res # 82/1082	\$3,431.70	\$3,431.70
9KT4	LD WEATHERIZATION HM RPR SPEC		\$3,792.62	\$4,609.96
**9BTA	LEAD AIRPORT OPS SPCLST		\$4,328.11	\$5,260.84
1KTA	LEAD COOK		\$3,645.35	\$4,019.00
GKTB	LEAD CUSTODIAN		\$3,253.03	\$3,586.47
64TB	LEAD DETENTION SVCS WORKER		\$3,089.78	\$3,755.65
PETD	LEAD ELECTRONIC SYSTEMS SPEC		\$5,384.72	\$6,545.16
PMNC	LEAD FIRE EQUIPMENT MECHANIC		\$5,909.96	\$6,515.73
PMNB	LEAD FLEET TECHNICIAN		\$5,601.43	\$6,175.58
GPTA	LEAD GARDENER		\$4,591.26	\$5,061.86
91VD	LEAD MATERIALS TECHNICIAN		\$4,150.22	\$5,044.61
9XNA	LEAD PRINT & MAIL SRVS TECH		\$3,747.83	\$4,555.51
GKNB	LEAD RESOURCE CENTER ATTENDANT		\$4,448.07	\$4,903.99
GWTC	LEAD STATIONARY ENGINEER	F	\$5,492.42	\$6,055.39
PETC	LEAD TELECOMMUNICATIONS SPEC		\$5,411.45	\$6,577.65
9XWD	MAILING MACHINE OPERATOR		\$2,865.81	\$3,483.41
PSWB	MAINTENANCE WORKER I	F	\$3,334.56	\$4,053.18
PSVC	MAINTENANCE WORKER II	F	\$3,503.80	\$4,258.89
PSTE	MAINTENANCE WORKER III	F	\$4,121.55	\$5,009.77
PSNA	MAINTENANCE WORKER IV	F	\$4,627.77	\$5,625.08
91VC	MATERIALS TECHNICIAN		\$3,785.12	\$4,600.84
9XV1	MICROFILM TECHNICIAN II-PRJ	F	\$3,050.26	\$3,707.62
9XWC	OFFICE SVCS WORKER	F	\$2,397.98	\$2,914.76
PSSE	PW RESOURCES ASSISTANT		\$4,195.67	\$5,099.86
GPWE	RECYCLE CENTER ATTENDANT I	F	\$2,862.97	\$3,156.43
GPVA	RECYCLE CENTER ATTENDANT II	F	\$3,253.03	\$3,586.47
9XWE	REPROGRAPHICS TECH I	F	\$2,163.34	\$2,629.55
9XVD	REPROGRAPHICS TECHNICIAN II	F	\$3,167.22	\$3,849.77
PSWA	ROAD MAINTENANCE CARPENTER		\$4,715.66	\$5,199.01
PSWD	ROAD MAINTENANCE CARPENTER AST		\$4,121.55	\$4,544.01
999A	SPECIAL QUALIFICATIONS WORKER		\$2,056.81	\$2,500.06
999F	SPECIAL SVCS WORKER I	F	\$2,056.81	\$2,500.06

** Safety Classifications

PEU, LOCAL #1
CLASS AND SALARY LISTING
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Attachment A

General Services and Mtce Unit

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
999G	SPECIAL SVCS WORKER II	F	\$2,364.97	\$2,874.63
FATE	SR BUILDING INSPECTOR	F	\$6,422.52	\$7,080.82
FRTA	SR BUILDING PLAN CHECKER	F	\$4,673.82	\$5,681.06
PETB	SR COMM EQUIPMENT SPECIALIST		\$5,155.17	\$6,266.14
NXTA	SR GRADING INSPECTOR	F	\$5,828.60	\$7,084.70
PSTD	SR VEGETATION MGMT TECNICIAN	F	\$5,305.34	\$5,849.14
GWVC	STATIONARY ENGINEER	F	\$4,819.50	\$5,313.50
GWVD	STATIONARY ENG-SYS SPEC I	F	\$5,432.92	\$5,989.80
GWTD	STATIONARY ENG-SYS SPEC II	F	\$5,703.01	\$6,287.57
91VA	STOREKEEPER		\$3,452.14	\$4,196.10
91WC	STOREROOM CLERK		\$2,676.55	\$3,253.37
91W1	STOREROOM CLERK-PROJECT		\$2,676.55	\$3,253.37
PEWK	TELECOM INFRASTRUCTURE SPEC		\$4,687.72	\$5,697.96
PEWL	TELECOM SPECIALIST I	F	\$3,751.54	\$4,560.02
PEVA	TELECOM SPECIALIST II	F	\$4,687.72	\$5,697.96
PSVB	TRAFFIC SIGN COORDINATOR		\$4,121.55	\$4,544.01
GPWC	VEGETATION MANAGEMENT TECH	F	\$4,150.22	\$4,575.61
6YVA	VOCATIONAL INSTRUCTOR - PER DM		\$2,684.52	\$5,580.92
P6WA	WATER QUAL CONT OPR I	F	\$3,930.25	\$4,333.10
P6VB	WATER QUAL CONT OPR II	F	\$4,330.73	\$4,774.63
P6WC	WATER QUAL OPR-IN-TRAINING		\$3,233.76	\$3,930.66
9KW7	WEATHERIZATION/ HM REPAIR SPEC		\$3,620.17	\$3,991.24
GKWA	WINDOW WASHER		\$2,937.63	\$3,238.74
GP9A	WORK PROGRAM AIDE		\$1,778.21	\$1,778.21
GKNA	WORK PROGRAM CREW LEADER	F	\$4,317.89	\$4,760.47

PEU, Local #1
CLASS AND SALARY LISTING
Effective 4/1/2014

Attachment A

Health Services Unit

			Salary Range	
Job Code	Class Title	Flex Staff (F) / Deep Class (D)	From	To
VFWG	BIOMEDICAL EQUIPMENT TECH I	F	\$4,729.68	\$5,214.48
VFVD	BIOMEDICAL EQUIPMENT TECH II	F	\$5,206.47	\$5,740.13
CW03	CAL WORKS COMMUNITY HLTH WKR I	F	\$2,325.49	\$2,826.65
V8VH	CARDIAC ULTRASONRPHR-PER DIEM		\$9,841.01	\$9,841.01
V8VG	CARDIAC ULTRASONOGRAPHER		\$6,142.63	\$7,466.41
V8WD	CARDIOLOGY TECHNICIAN I	F	\$3,157.82	\$3,838.36
V8VC	CARDIOLOGY TECHNICIAN II	F	\$3,318.09	\$4,033.16
VBSK	CH HL AND DIS PRV DNT HYG		\$4,356.53	\$5,295.40
VHWA	CLINICAL LAB SCIENTIST I	F	\$6,191.49	\$6,191.49
VHVD	CLINICAL LAB SCIENTIST II	F	\$6,480.00	\$7,876.48
VQTB	CLINICAL PSYCHOLOGIST	D Res # 91/311	\$4,834.31	\$6,830.75
VYSD	CLINICAL/DRUG INFOR COORD		\$7,254.31	\$9,258.55
VKWC	COMMUNITY HEALTH WORKER I	F	\$2,721.99	\$3,000.99
VKVB	COMMUNITY HEALTH WORKER II	F	\$3,035.20	\$3,689.31
VKV1	COMMUNITY HEALTH WORKER II-PRJ	F	\$3,035.20	\$3,689.31
VKW1	COMMUNITY HEALTH WORKER I-PRJ	F	\$2,721.99	\$3,000.99
VKTA	COMMUNITY HEALTH WORKER SPEC		\$3,220.98	\$3,915.12
VFVB	CYTOTECHNOLOGIST		\$5,503.31	\$6,689.30
1KSA	DIETITIAN		\$4,220.67	\$5,130.24
V7WB	DISEASE INTERVENTION TECH		\$3,853.19	\$4,683.57
V7W1	DISEASE INTERVENTION TECH-PRJ		\$3,853.19	\$4,683.57
VQWG	DUAL DIAGNOSIS PROG SPEC		\$3,755.26	\$4,564.54
VQW5	DUAL DIAGNOSIS PROG SPEC-PRJ		\$3,755.26	\$4,564.54
VLKA	ENVIRONMENTAL HLTH SPC TRAINEE	F	\$4,343.61	\$5,279.69
VLWA	ENVIRONMENTAL HLTH SPEC I	F	\$5,438.30	\$6,610.29
VLVA	ENVIRONMENTAL HLTH SPEC II	F	\$6,167.01	\$7,496.04
VL7A	ENVIRONMENTAL HLTH TECHNICIAN		\$3,777.63	\$4,591.74
6CWA	FORENSIC TOXICOLOGIST I	F	\$5,305.34	\$5,849.14
6CVA	FORENSIC TOXICOLOGIST II	F	\$5,776.89	\$7,021.84
6CTA	FORENSIC TOXICOLOGIST III	F	\$6,688.60	\$8,130.04
**V4WG	HAZARDOUS MATERIALS SPEC I	F	\$5,281.17	\$6,419.30
**V4VC	HAZARDOUS MATERIALS SPEC II	F	\$6,187.74	\$7,521.23
**V4WF	HAZARDOUS MATERIAL TECH		\$4,193.13	\$4,622.92
VMWD	HEALTH ED SPECIALIST		\$3,570.34	\$4,339.77
VMW4	HEALTH ED SPECIALIST-PROJECT		\$3,570.34	\$4,339.77
VRHB	HEALTH PLAN MBR SVCS COORD		\$4,024.76	\$4,892.13
V9VE	HEALTH PLAN MEMBER SVCS COUNS		\$3,483.04	\$4,233.66
VCVC	HEALTH PLAN OUTREACH REP		\$3,853.56	\$4,812.57
VCVB	HEALTH PLAN SALES REP		\$4,347.92	\$5,284.92
VHWF	HISTOTECHNICIAN		\$4,470.14	\$5,433.49
V9WE	HOME ECONOMIST		\$4,220.67	\$5,130.24

** Safety Classifications

PEU, Local #1
CLASS AND SALARY LISTING
Effective 4/1/2014

Attachment A

Health Services Unit

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
V8WC	JUNIOR RADIOLOGIC TECHNOLOGIST	F	\$5,044.09	\$6,131.12
VJWA	LABORATORY TECHNICIAN I	F	\$3,011.26	\$3,660.20
VJVA	LABORATORY TECHNICIAN II	F	\$3,195.57	\$3,884.23
VJTA	LABORATORY TECHNICIAN III	F	\$3,321.38	\$4,037.16
V092	LABORATORY TECHNICIAN-PROJECT		\$3,195.57	\$3,884.23
VMVD	MEDICAL INTERPRETER		\$3,819.00	\$4,642.02
VJTB	MEDICAL LABORATORY TECHNICIAN		\$4,330.73	\$5,264.03
V2WC	MH ACTIVITIES SPECIALIST		\$4,064.81	\$4,940.80
VQSB	MH CLINICAL SPECIALIST	F, D Res # 91/311	\$4,382.92	\$6,506.46
VQS2	MH CLINICAL SPECIALIST-PROJECT	F	\$4,288.48	\$6,366.27
VQ81	MH CLINICAL SPECIALIST-UNLIC-P	F	\$4,288.48	\$5,767.52
VQWE	MH COMMUNITY SUPPORT WKR I	F	\$2,570.08	\$3,123.94
VQVB	MH COMMUNITY SUPPORT WKR II	F	\$2,817.97	\$3,425.26
VQW7	MH COMMUNITY SUPRT WKR I-PROJ		\$2,570.08	\$3,123.94
VQSG	MH EMPLOYMENT PLACEMENT SPEC		\$3,766.43	\$4,578.12
VQWD	MH SPECIALIST I	F, D Res # 91/311	\$3,521.19	\$4,718.73
VQVA	MH SPECIALIST II	F, D Res # 91/311	\$3,969.74	\$5,609.14
VQV1	MH SPECIALIST II-PROJECT	F	\$3,884.20	\$5,488.28
VQW4	MH SPECIALIST I-PROJECT	F	\$3,445.32	\$4,617.05
VQWF	MH VOCATIONAL COUNSELOR I	F	\$4,461.30	\$5,422.74
VQVC	MH VOCATIONAL COUNSELOR II	F	\$5,024.15	\$5,816.08
VQV2	MH VOCATIONAL COUNSELOR II-PRJ	F	\$5,024.15	\$5,816.08
VQW6	MH VOCATIONAL COUNSELOR I-PRJ	F	\$4,461.30	\$5,422.74
1K7B	NUTRITION ASSISTANT		\$3,167.22	\$3,849.77
V5VG	OCCUPATIONAL THERAPIST I	F	\$5,541.58	\$6,735.83
V5VH	OCCUPATIONAL THERAPIST II	F	\$6,088.14	\$7,400.17
V5VK	OCCUPATIONAL THERAPIST-PER DM		\$8,161.45	\$8,161.45
VJWB	PATHOLOGY TECHNICIAN		\$3,011.26	\$3,660.20
VYWA	PHARMACIST I		\$7,813.53	\$9,045.13
VYTA	PHARMACIST II		\$7,554.87	\$9,642.14
VYWB	PHARMACIST-PER DIEM		\$12,199.77	\$12,199.77
VY9B	PHARMACY TECHNICIAN		\$3,102.04	\$3,770.55
V5VJ	PHYS THERAPIST-PER DIEM		\$8,161.45	\$8,161.45
V5VE	PHYSICAL THERAPIST I	F	\$5,541.58	\$6,735.83
V5VF	PHYSICAL THERAPIST II	F	\$6,088.14	\$7,400.17
V4SE	POLLUTION PREVENTION SPECIALIS		\$5,024.15	\$6,106.89
VMTA	PUBLIC HEALTH LAB TECH-ADV	F	\$3,321.38	\$4,037.16
VMVC	PUBLIC HEALTH LAB TECH-EXP	F	\$3,195.57	\$3,884.23
VMSC	PUBLIC HLTH DENTAL HYGIENIST		\$4,000.92	\$4,863.15
VMS1	PUBLIC HLTH DENTAL HYGIENIST-P		\$3,996.96	\$4,858.34
V0WA	PUBLIC HLTH MICROBIOLOGIST		\$4,891.62	\$5,662.66

** Safety Classifications

PEU, Local #1
CLASS AND SALARY LISTING
Effective 4/1/2014

Attachment A

Health Services Unit

			Salary Range	
Job Code	Class Title	Flex Staff (F) / Deep Class (D)	From	To
VVXA	PUBLIC HLTH NURSE	D Res # 82/1480	\$7,232.99	\$9,727.56
VVX1	PUBLIC HLTH NURSE-PROJECT		\$7,232.99	\$9,727.56
V9WB	PUBLIC HLTH NUTRITIONIST		\$4,452.47	\$5,412.01
V5VC	RECREATION THERAPIST		\$3,918.59	\$4,763.07
VIWA	RESP CARE PRACTITIONER I	F	\$5,029.13	\$6,112.94
VIVA	RESP CARE PRACTITIONER II	F	\$6,022.19	\$7,320.01
VIVB	RESP CARE PRACTITIONER-PerDiem		\$7,875.66	\$7,875.66
VSVD	SPEECH PATHOLOGIST		\$6,265.49	\$7,615.74
V5VL	SPEECH PATHOLOGIST-PER DIEM		\$7,290.32	\$7,290.32
VHNA	SR CLINICAL LAB SCIENTIST		\$7,055.96	\$8,576.56
VFVC	SR CYTOTECHNOLOGIST		\$5,759.76	\$7,001.02
V7VB	SR DISEASE INTERVEN TECH	F	\$4,678.45	\$5,686.68
6CTB	SR FORENSIC TOXICOLOGIST		\$7,021.11	\$8,534.21
VMWE	SR HEALTH EDUCATION SPEC		\$4,979.58	\$6,052.71
VMW5	SR HEALTH EDUCATION SPEC-PRJ		\$4,979.58	\$6,052.71
VQTA	SR MENTAL HEALTH COUNSLR	D Res # 91/311	\$6,302.82	\$6,302.82
V0TC	SR PUBLIC HLTH MICROBIOLOGIST		\$5,139.88	\$6,247.55
V9TE	SR PUBLIC HLTH NUTRITION		\$4,896.46	\$5,951.68
V8VA	SR RADIOLOGIC TECHNOLOGIST	F	\$6,034.13	\$7,334.52
VHVC	SUBSTANCE ABUSE COUNSELOR	F	\$4,479.00	\$5,444.26
VHWE	SUBSTANCE ABUSE COUNSELOR TRN	F	\$2,642.32	\$3,211.76
VHV3	SUBSTANCE ABUSE COUNSELOR-PRJ		\$4,479.00	\$5,444.26
VHTC	SUBSTANCE ABUSE LD COUNSELOR		\$4,786.21	\$5,817.67
VHT1	SUBSTANCE ABUSE LD COUNSELOR-P		\$4,786.21	\$5,817.67
V5WF	THERAPY ASSISTANT	F	\$4,474.57	\$5,438.87
V5WH	THERAPY ASSISTANT-PER DIEM		\$5,736.99	\$5,736.99
V8VD	ULTRASOUND TECHNOLOGIST I	F	\$6,768.55	\$7,462.33
V8TB	ULTRASOUND TECHNOLOGIST II	F	\$6,721.80	\$8,170.39
V4WC	VECTOR CONTROL TECHNICIAN		\$2,843.20	\$3,455.92

PEU, LOCAL #1
CLASS AND SALARY LISTING
Effective 4/1/2014

Attachment A

Investigative Unit

			Salary Range	
Job Code	Class Title	Flex Staff (F) / Deep Class (D)	From	To
SMWF	CHILD SPPRT SPECIALIST I	F, D Res # 02/765	\$3,262.71	\$3,965.84
SMVB	CHILD SPPRT SPECIALIST II	F, D Res # 02/765	\$3,740.41	\$4,546.50
SMTA	CHILD SPPRT SPECIALIST III	F, D Res # 02/765	\$4,150.22	\$5,044.61
SMWJ	COLLECTION ENFORCEMENT OF I	F	\$2,996.38	\$3,642.12
SMVD	COLLECTION ENFORCEMENT OF II	F	\$3,930.25	\$4,777.24
6K7C	DA CASE PREPARATION ASSISTANT		\$3,584.51	\$4,356.99
2Y7A	PARALEGAL		\$3,438.50	\$4,179.52
26SC	PUBLIC DEFENDER CLIENT SVC SPC		\$4,874.32	\$5,924.77
26SB	PUBLIC DEFENDER LIAISON AIDE		\$2,667.09	\$3,241.87
S5VA	TAX COMPLIANCE OFC-ADVANCED	F	\$3,914.72	\$4,758.36
S5WB	TAX COMPLIANCE OFFICER	F	\$3,524.67	\$4,284.26
65SA	VICT/WIT ASSISTANCE PROG SPEC		\$3,514.22	\$4,271.56

PEU, LOCAL #1
CLASS AND SALARY LISTING
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Attachment A

Library Unit

			Salary Range	
Job Code	Class Title	Flex Staff (F) / Deep Class (D)	From	To
3AWA	LIBRARIAN	F	\$4,066.35	\$5,192.90
3AKA	LIBRARIAN TRAINEE	F	\$3,860.82	\$3,860.82
3KTB	LIBRARY ASST-ADVANCED LEVEL	F, D Res # 95/336	\$3,657.58	\$4,670.88
3KT4	LIBRARY ASST-ADVANCED LEVEL-PJ	F	\$3,657.58	\$4,670.88
3KVB	LIBRARY ASST-JOURNEY LEVEL	F, D Res # 95/336	\$2,988.63	\$3,816.60
3KVC	LIBRARY LITERACY ASSISTANT		\$2,988.63	\$3,816.60
3AVB	LIBRARY LITERACY SPECIALIST		\$3,124.80	\$3,990.50
3AV3	LIBRARY LITERACY SPEC-PRJ		\$4,066.35	\$5,192.90
3AVA	LIBRARY SPECIALIST		\$4,661.73	\$5,953.21
3KTC	SR LIBRARY LITERACY ASSISTANT		\$4,066.35	\$5,192.90

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Attachment A

LVN/Aide Unit			Salary Range	
Job Code	Class Title	Flex Staff (F) / Deep Class (D)	From	To
VT7F	ANESTHESIA TECHNICIAN		\$2,915.56	\$3,723.29
VTWC	CERTIFIED MEDICAL ASSISTANT		\$3,173.50	\$3,857.41
VTWA	CERTIFIED NURSING ASSISTANT		\$2,650.18	\$3,221.32
VQWC	CONSERV/GDNSHP PROGRAM AIDE		\$2,834.76	\$3,445.67
V5WG	DEVELOPMENTAL PROGRAM AIDE		\$3,472.71	\$4,221.11
VT7H	INTERIM PERMIT VOC NURSE		\$3,080.62	\$3,080.62
V9VD	LEAD REGISTRD DENTAL ASST		\$3,387.81	\$4,117.90
1ETB	LEAD STERILE PROC AND DIST TEC		\$3,170.36	\$3,853.59
VT7G	LICENSED VOCATIONAL NURSE		\$3,854.65	\$4,922.54
VT7E	ORTHOPEDIC TECHNICIAN		\$2,889.69	\$3,690.26
VQWB	PSYCHIATRIC TECHNICIAN		\$3,679.38	\$4,698.72
VMWC	PUBLIC HLTH DENTAL ASST		\$2,570.08	\$3,123.94
**64WP	PUBLIC SERVICE OFFICER		\$4,006.43	\$4,417.09
V9WG	REGISTERED DENTAL ASST		\$3,164.09	\$3,845.96
VGW1	REGISTERED DENTAL ASST-PROJECT		\$3,164.09	\$3,845.96
V5TA	SR DEVELOPMENTAL PROGRAM AIDE		\$3,830.36	\$4,655.83
VMVB	SR PUBLIC HLTH DENTAL ASST		\$2,955.13	\$3,591.98
1EWA	STERILE PROCESS AND DIST TECH		\$2,952.21	\$3,588.43
VT7B	SURGICAL TECHNOLOGIST		\$3,446.62	\$4,401.48
V5WA	THERAPIST AIDE		\$3,472.71	\$4,221.11

** Safety Classifications

MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS

Co-Pays

The health plan co-pays are as follows:

CCHP A:	\$0 Office Visit in the RMC Network \$0 Preferred Generic RX \$0 Preferred Brand RX \$0 Non-Preferred Brand RX
CCHP B:	\$0 Office Visit in the RMC Network \$5 Office Visit in the CPN Network \$3 Preferred Generic RX \$3 Preferred Brand RX \$3 Non-Preferred Brand RX
KAISER:	\$10 Office Visit \$10 Preferred Generic RX \$20 Preferred Brand RX \$20 Non-Preferred Brand RX \$10 Emergency Room
HEALTH NET HMO	\$10 Office Visit \$10 Preferred Generic RX \$20 Preferred Brand RX \$35 Non-Preferred Brand or Generic RX \$25 Emergency Room
HEALTH NET PPO:	\$10 Office Visit in network \$5 Preferred Generic RX \$5 Preferred Brand RX \$5 Non-Preferred Brand or Generic RX \$50 Emergency Room Deductible

PROJECT EMPLOYEES

Contra Costa County Employees Association Local No. 1 and the County have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for employees in project classes which except for the project designation would be represented by Local No. 1. For example, Accountant II is represented by Local No. 1 therefore it has been agreed that Accountant II-Project will also be represented by Local No. 1.

Other Project classes that are not readily identifiable as properly included in bargaining units represented by Local No. 1 shall be assigned to bargaining units in accordance with the provisions of Board of Supervisors Resolution 81/1.165 as set forth in Section 2.7 of this Memorandum of Understanding.

The Union and the County understand that the meet and confer process with respect to the conditions of employment for project classifications is unique and therefore differs from other regular classes represented by Local No. 1 in the following respects:

1. Project employees are not covered by the Merit System.
2. Project employees may be terminated at any time without regard to the provisions of this Memorandum of Understanding, and without right of appeal or hearing or recourse to the grievance procedure specified herein.
3. Any provision of this Memorandum of Understanding which pertains to layoff or seniority are not applicable to project employees.

**ATTACHMENT D
LOCAL ONE**

Section 45 – PI Employee Special Pays & Benefits

Special Pays for Permanent-Intermittent Employees

All Units

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>
Jury Duty-Scheduled Work Day (JRY)	Sec. 18.H
Military Leave (MLX)	Sec. 17.4
County Overtime (OPT)	Sec. 7.1
FLSA Overtime (OTF)	None
Longevity (L05)	Sec. 5
Sick Leave Hours Taken (SCK, SCK-2BS, SCK-2FS, SCK-2RS, SCK-CAT, SCK-FML)	Sec. 45
Vacation Hours Taken (VAC, VAC-1, VAC-FML)	Sec. 45
Shift Differential Pay at 5% (SH2)	Sec. 10
Negotiations Time Off (T03)	Sec. 4

Unit Specific

1. Agriculture- Animal Services Unit (Section 58.1)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
Search Warrants (D58)	58.1.N	1. Animal Services Officer(BJWD) 2. Animal Services Sergeants (BJTD)	
Canine Care (E09)	Side Letter		

2. Attendant-LVN-Aide Unit (Section 58.2)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
LVN Weekend Shift Bonus (B25)	58.2.G		
Charge Pay (D47)	58.2.M	1. Licensed Vocational Nurse-PI (VT7G) 2. Psychiatric Technician-PI (VQWB)	Hospital & Clinics (0540)

**ATTACHMENT D
LOCAL ONE**

Section 45 – PI Employee Special Pays & Benefits

Stat Call- Code Gray 10% Differential if No Hazard Pay(D91)	58.2.D		Hospital & Clinics (0540)
Stat Call- Code Gray 5% Differential in addition to Hazard Pay (D92)	58.2.D		1. Emergency (6383) 2. Psychiatric Emergency (6381) 3. Psychiatric Unit (6313)
5p.m.-9p.m. Shift Pay 7.5% (SH3)	58.2.C.2		Hospital Nursing Service, incl. Sterile Processing
11p.m.-8a.m. Shift Pay 10% (SH4)	58.2.C.2		Hospital Nursing Service, incl. Sterile Processing
Double Shift Premium (SHC)	58.2.K		
Detention Facility Assignment Pay (HZ3)	58.2.F		1. West County Detention (2580) 2. Martinez Detention (2578) 3. Marsh Creek Detention (2585) 4. Juvenile Hall (3120) 5. Byron Boys Center (3160) 6. Martinez Detention Infirmary (5700) 7. West County Detention Infirmary (5701) 8. Juvenile Hall Nursing (5702) 9. Detention Mental Health Martinez (5710) 10. Detention Mental Health West Co. (5711)
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580)

**ATTACHMENT D
LOCAL ONE**

Section 45 – PI Employee Special Pays & Benefits

			7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
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3. Building Trades Unit (Section 58.3)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
Detention Facility Assignment Pay (HZ3)	58.3.C		1. West County Detention (2580) 2. Martinez Detention (2578) 3. Marsh Creek Detention (2585) 4. Juvenile Hall (3120) 5. Byron Boys Center (3160) 6. Martinez Detention Infirmary (5700) 7. West County Detention Infirmary

**ATTACHMENT D
LOCAL ONE**

Section 45 – PI Employee Special Pays & Benefits

			(5701) 8. Juvenile Hall Nursing (5702) 9. Detention Mental Health Martinez (5710) 10. Detention Mental Health West Co. (5711)
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient

ATTACHMENT D**LOCAL ONE****Section 45 – PI Employee Special Pays & Benefits**

			Registration (6570)
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4. General Services and Maintenance Unit (Section 58.7)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Assigned Org (Org#)</u>
Relief Cook (B73)	Sec. 58.7.I.8	1. Institutional Services Worker-Generalist (1KVD) 2. Institutional Services Worker-Specialist (1KVE)	CCRMC (6502)
Relief Pay(B97)	Deep Class Res. 88/61512	Institutional Services Worker-Generalist (1KVD)	
Stat Call- Code Gray 5% Differential in addition to Hazard Pay (D92)	58.2.D.		1. Emergency (6383) 2. Psychiatric Emergency (6381) 3. Psychiatric Unit (6313)
Custodian Work Training Juvenile Program (E31)	58.7.D.3.	Custodian I (GK7A)	
Tower Climbing (E70)	58.7.E.	Communications Equipment Specialist (PEWF) Materials Technician (91VC) Telecommunication Specialist I (PEWL) Telecommunications Specialist II (PEVA)	Radio Communications Unit (4285)
Detention Facility Assignment Pay (HZ3)	58.7.D.5.	<u>Classes:</u> Cook (1KWA) Lead Cook (1KTA) Stationary Engineer (GWVC) Detention Services Aide (64WG) Detention Services Worker (64VD)	1. West County Detention (2580) 2. Martinez Detention (2578) 3. Marsh Creek Detention (2585) 4. Juvenile Hall (3120) 5. Byron Boys Center (3160)

**ATTACHMENT D
LOCAL ONE**

Section 45 – PI Employee Special Pays & Benefits

		Lead Detention Services Worker (64TB) Custodian I & II (GK7A & GKWB) Institutional Services Aide (1KWC) Institutional Services Worker-generalist (1KVD) Institutional Services Worker-Lead (1KVF)	6. Martinez Detention Infirmary (5700) 7. West County Detention Infirmary (5701) 8. Juvenile Hall Nursing (5702) 9. Detention Mental Health Martinez (5710) 10. Detention Mental Health West Co. (5711)
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric

ATTACHMENT D**LOCAL ONE****Section 45 – PI Employee Special Pays & Benefits**

			Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
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5. Health Services Unit (Section 58.8)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Assigned Org (Org#)</u>
MH Weekend Shift Bonus (B15)	58.8.F.3.	1. MH Activities Specialist (V2WC) 2. MH Clinical Specialist (VQSB) 3. MH Clinical Specialist- Project (VQS2) 4. MH Clinical Specialist- Unlic.-Project (VQ81) 5. MH Community Support Worker I, II (VQWE, VQVB) 6. MH Community Support Worker I-Project (VQW7) 7. MH Employment Placement Specialist (VQSG) 8. MH Specialist I, II (VQWD, VQVA) 9. MH Specialist I,II-Project (VQV1, VQW4) 10. MH Vocational Counselor I, II (VQWF, VQVC) 11. MH Vocational Counselor I,II-Project (VQW6, VQV2)	
Clinical Lab Charge Pay (D43)	58.8.D.	Clinical Lab Scientist II (VHVD)	
Special Procedure Pay- Angiogram (D51)	58.8.I.3.	1. Sr. Radiologic Technologist (V8VA) 2. Jr. Radiologic Technologist (V8WC) 3. Ultrasound Technologist I, II (V8VD, V8TB)	
Special	58.8.I.2.	1. Sr. Radiologic	

**ATTACHMENT D
LOCAL ONE**

Section 45 – PI Employee Special Pays & Benefits

Procedure Pay-Mammogram & CT Scan (D52)		Technologist (V8VA) 2. Jr. Radiologic Technologist (V8WC)	
MH Assigned Lead (E18)	58.8.F.4.	1. MH Specialist II (VQVA) 2. Sr. Mental Health Counselor (VQTA) 3. Clinical Psychologist (VQTB) 4. MH Clinical Specialist (VQSB)	
Cardio Pulmonary On Call (N17)	58.8.H.3 .	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG)	
On Call (N15)	9, 58.8.I.	1. Ultrasound Technologist I, II (V8VD,V8TB) 2. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	
Call Back (N35)	8, 58.8	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG) 3. Ultrasound Technologist I, II (V8VD,V8TB) 4. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	
Shift Differential Pay at 10% (SNS)	58.8.H.4 .	Respiratory Care Practitioner I, II (VIWA, VIVA)	
HS Unit Education Leave Hours (T06)	58.8 (various)		
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580)

**ATTACHMENT D
LOCAL ONE**

Section 45 – PI Employee Special Pays & Benefits

			7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
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6. Library Unit (Section 58.10)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Assigned Org (Org#)</u>
Sunday Shift Differential 7.5% (SH3)	58.10.F.2.		
Saturday Shift Differential 5% (SH2)	58.10.F.1.		
Evening Shift Differential 5% (SH2)	58.10.E		
Detention Facility Assignment Pay (HZ3)	58.10.I.		Library Inmate Org (#2490) in the following facilities: Martinez Detention (2578); West County Detention (2580);

**ATTACHMENT D
LOCAL ONE**

Section 45 – PI Employee Special Pays & Benefits

			Marsh Creek Detention (2585)
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)

ATTACHMENT E LOCAL ONE

Section 53 – Temporary Employees - Special Pays

Special Pays for Temporary Employees

All Units

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>
County Overtime (OPT)	Sec. 7.1
FLSA Overtime (OTF)	None
Paid Time Off (PTO, PTO-FML))	Attachment E
Shift Differential Pay at 5% (SH2)	Sec. 10

Unit Specific

1. Attendant-LVN-Aide Unit (Section 58.2)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
5p.m.-9p.m. Shift Pay 7.5% (SH3)	58.2.C.2.		Hospital Nursing Service, incl. Sterile Processing
11p.m.-8a.m. Shift Pay 10% (SH4)	58.2.C.2.		Hospital Nursing Service, incl. Sterile Processing
Double Shift Premium (SHC)	58.2.K.		
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental

ATTACHMENT E LOCAL ONE

Section 53 – Temporary Employees - Special Pays

			Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
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2. Building Trades Unit (Section 58.3)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
Call Back (N35)	8	Steamfitter (GFVA)	
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383)

**ATTACHMENT E
LOCAL ONE**

Section 53 – Temporary Employees - Special Pays

			19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
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3. General Services and Maintenance Unit (Section 58.7)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Assigned Org (Org#)</u>
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)

**ATTACHMENT E
LOCAL ONE**

Section 53 – Temporary Employees - Special Pays

4. Health Services Unit (Section 58.8)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Assigned Org (Org#)
Shift Differential Pay at 10% (SNS)	58.8.H.4 .	Respiratory Care Practitioner I, II (VIWA, VIVA)	
Cardio Pulmonary On Call (N17)	58.8.H.3 .	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG)	
On Call (N15)	9, 58.8.I.	1. Ultrasound Technologist I, II (V8VD,V8TB) 2. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	
Call Back (N35)	8, 58.8	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG) 3. Ultrasound Technologist I, II (V8VD,V8TB) 4. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	

5. Library Unit (Section 58.10)

Type of Pay (Pay Code)	MOU Section	Applicable Job Title(s)	Assigned Org (Org#)
Sunday Shift Differential 7.5% (SH3)	58.10.F.2.		
Saturday Shift Differential 5% (SH2)	58.10.F.1.		
Evening Shift Differential 5% (SH2)	58.10.E		
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention

**ATTACHMENT E
LOCAL ONE**

Section 53 – Temporary Employees - Special Pays

			<p>Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)</p>
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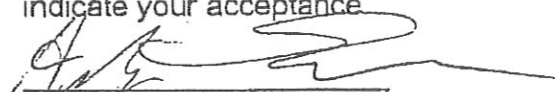
GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 200
Martinez, California
Extension 3-7100
FAX 3-7108

DATE: March 7, 2001
TO: Arlyn Erdman, Local 1 Business Agent
FROM: Karen Eckerson, Administrative Services Assistant III
SUBJECT: Implementation Agreement for Class B Physical Examinations

This is to confirm the understanding we have reached regarding payment by the General Services Department for physical examinations for employees who are required to have Class B driver's licenses.

- Employees, who must maintain a Class B driver's license for their positions, may have the physical examination required for the license performed at Occupational Health Services at the expense of the General Services Department. Employees who choose to have their own doctors perform the examination must pay for these services themselves.
- The General Services Department will allow employees to undergo required physical examinations during the workday at a time mutually agreed upon by the employee and supervisor.
- If the employee does not receive certification for the license at the first examination, the General Services Department will pay for a follow up examination, at Occupational Health Services, to obtain the certification. The employee will assume financial responsibility for any medical treatment required to obtain certification.
- The General Services Department will pay for claims for Class B driver's license physical examinations (that meet the criteria outlined above) submitted on an Expense Demand form, with receipt, up to six months retroactive from the first date of our discussion, December 14, 2000.

If this understanding reflects our agreement, as you understand it, please sign below to indicate your acceptance.


Arlyn Erdman

LETTER OF UNDERSTANDING
CONTRA COSTA COUNTY LIBRARY - PUBLIC EMPLOYEES UNION LOCAL 1
EXPANDED USE OF VOLUNTEERS

Ms. Sandra Falk, Representative
Public Employees Union Local 1 - Library Unit
5034 Blum Road
Martinez, CA 94553

Dear Ms. Falk:

During the recently concluded meet and confer sessions regarding the Contra Costa County Library proposal to Local 1 to expand the use of volunteers in the various branches of the County Library, the following understandings were achieved:

1. Two Branch Librarian positions currently designated as .8 FTE each will be changed to a 1.0 FTE each with .2 FTE of each being Absent Without Pay (AWOP) time. These positions will be filled permanently as soon as possible.
2. The Library will work with Local 1 to develop better communications internally and improved public relations externally.
3. Staffing at the Clayton Branch for Local 1 represented positions will be a total of 2.55 - 2.75 FTE's in the following configuration: .8 - 1.0 Branch Librarian, .5 Librarian, 1.25 Library Assistant. The .25 Library Assistant will be assigned .25 FTE at another location. The Branch Librarian may chose to work 32 hours per week in a 1.0 FTE position of which .2 FTE will be defined as AWOP; or work 32 hours one week and 40 hours the second week including working every other Saturday in a 1.0 FTE positions of which .1 FTE will be defined as AWOP; or work 40 hours per week including working every Saturday unless and until the allocation of this position is permanently changed.
4. Job descriptions for volunteers will be developed in consultation with Local 1 and a new identification badge for volunteers will be designed by the Library.
5. Public Employees Union, Local 1 has in the past recognized the value of the contributions of volunteers to enhancing Library programs. Further, both the County and the Union recognize that over 69,000 hours of volunteer time were contributed by dedicated volunteers to the Library during 1994.

In an effort to encourage the use of volunteers in a manner that is consistent with the delivery of professional services by trained paid staff, the County and the Union agree that effective June 1, 1995 the list of volunteer duties shown below will be implemented and remain in effect so long as there are no layoffs of Library staff unless caused by revenue decisions outside of the County's control. In the event that layoffs caused by events outside of the County's control do occur during the term of this Letter of Understanding the parties will meet and confer regarding the use of volunteers in the libraries.

6. Implementation of this list of volunteer duties will be discussed with the Union at the regular monthly Labor-Management meetings. During the term of this Letter of Understanding, the Policy Statement on Volunteer Programs contained in the Library's Volunteer Handbook will be maintained in effect. Job descriptions for volunteers will be developed in consultation with Local 1. The Library will design a new identification badge for volunteers.
7. The County and the Union recognize that full staffing of the libraries provides better service to communities and is a desirable goal. The parties therefore agree that a reasonable minimum staffing goal to work towards is the level of staffing of Local 1 represented positions in place as of January 1, 1993. The parties agree further to work towards the achievement of this staffing goal by July 1, 1997. The parties also agree that the achievement of this staffing goal depends on additional funding source(s) for the operation of the libraries and are committed to working together to secure such additional funding source(s). In the event that this goal cannot be reached by the target date of July 1, 1997, this Letter of Understanding may be extended by mutual agreement only.

If the foregoing is in conformance with your understanding, please indicate your approval and acceptance in the space provided below.

APPROVED AND ACCEPTED

PUBLIC EMPLOYEES UNION LOCAL 1

Henry L. Clarke

Josue F. Salvador

Date 5/22/95

CONTRA COSTA COUNTY

Aimee Marie Gold

Richard Heyne

Date 5/22/95

CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

PUBLIC SERVICES

Supplemental services in circulation and information services

Make name tags for programs
Clear book drop
Assist with how to use Infotrac
Assist with using microfilm
Provide non-reference directional assistance
Assist patrons with information technology equipment; e.g., CD-ROMs, OPACS, Selfcheck machines, copy machines, Internet, etc.
Assist in preparing library for opening
Answer phones
Assist with searching recall lists
Train "internet" docents
Train docents for certain selected CD ROM products, i.e., explain how they work, how to use the catalogue, etc. This however, is dependent upon first training staff
Train docents regarding "self check"
Provide supervision of students and youth.
Recycle newspapers and magazines

CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

SUPPORT SERVICES

Supplemental services in shelving, mending, maintaining collections, etc.

Mend and clean books
Process pamphlets
Process college catalogs
Shelf read
Recycle newspapers/magazines
Make shelf labels on computer
Make photocopies
Clean equipment and tables
Clean graffiti
Pick up exterior trash
Post information on bulletin boards
Process and arrange phone books
Tattletape books and magazines
File stock reports
File job announcements
Maintain display/giveaways
Prepare analytics
Mark holding in indexes
Discard weeded books and periodicals
Look up holdings for gift books
Assist in processing and maintaining government documents
Create a data base for community clubs and organizations. This will involve the use of telephone, research and actually creating the data base for use of patrons
Create a data base for social services and referral services (see above)
Create a data base for Children's and youth activities (including teen organizations). This may include classes, clubs, sports activities, etc. (see above)
Minor repair projects such as: fixing book truck wheels, minor furniture improvement, dusting shelves, cleaning windows, removing graffiti-perhaps mural painting involving local youth, recycling library items (papers, etc.)
Create 3 X 5 card book reviews to be posted on shelves throughout the library
Produce lists on computer, exclusive of CLSI
Assist with creating bulletin board or display projects under supervision
Make labels for pamphlets and file folders
Prepare analytics when assigned by librarian
File pamphlets
Process uncataloged paperbacks for circulation
Color code picture books and special collections
Search shelves for overdue materials

CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

SUPPORT SERVICES

Supplemental services in shelving, mending, maintaining collections, etc.

Assist with inventory of collection
Stuff envelopes for mailings
Clip marked newspapers for information file
Clip and photocopy book order information
Insert security strips in books
Design and arrange bulletin board displays
Design Flyers, story hour name tags, etc.
Create and process picture files
Arrange floral displays, take care of plants
Coordinate exhibits and displays
Clean phonorecords
Check audio visual materials including records, cassettes, CD's and videos for damages
Perform special housekeeping and gardening tasks
Clean and tape book covers
Do simple mending and repair of books, such as erasing pencil marks, repairing book pockets
Assist with shelf-reading (keeping books in proper order on shelves)
Keep magazines and newspapers in proper order
Assist with shifting or relocating the collection, or sections of it
Prepare analytics for plays in collections, biography collections, short stories, etc.
Check the library holdings of materials indexed in Granger's Index to Poetry, Short Story Index, Play Index, etc.
Update community resource file
Assist with the collection and organization of local history file
Prepare index to collections of popular songbooks

CONTRA COSTA COUNTY LIBRARY VOLUNTEER TASKS

PROGRAM SERVICES

Supplemental services in story hours, homework help and other programs

Help with children's programs

Assist with local history file

Distribute flyers to schools

Provide Homework Help assistance

Provide Grandparents & Books Programs

Select and deliver books to day care, convalescent hospitals, shut ins

Set up displays and books bins

Take photos at library events

Assist with surveys

Produce flannel boards

When there is sufficient, designated staff, develop "bookleggers program" similar to that in Alameda County. This requires intensive training and so is dependent upon sufficient, designated staff being available

Develop a program of outreach to preschools; stories, visits, delivery and pick up of books

Develop a program of outreach to senior centers and or convalescent homes (see above). Utilize large print books and bifolka kits

Develop serious fundraising projects; books sales, endowments, etc.

Have volunteers create and staff "cappuchino/espresso bars" at appropriate locations

Create and develop an "Adult-Book Discussion Group"

Create and develop a "Teen-Book Discussion Group"

Create a volunteer newsletter-either for use at individual branches or systemwide (incorporate some of the books reviews, news, volunteer projects, etc.)

Teen peer tutoring program

Liaison with schools

Work with local schools regarding reading program (similar to LAST)

Work to secure grants, especially NEA, and arts projects

Develop "junior assistants"

Based upon professional Librarian "Wish List" seek community funds and/or create fundraisers to support

Help professional staff to develop better P.R. in the community (speakers bureau regarding resources offered, etc.)

Work with professional staff to develop community forums or speaking engagements; i.e., sponsoring monthly speakers from the community on various projects, etc.

Under supervision of Youth Services Librarian, help with children's programs

Assist with room arrangement and program hospitality

Develop program idea file

Assist with open house and library tours

Serve as projectionist at film programs

Assist with distribution of flyers and posters in the community

Deliver and return books for convalescent hospitals and shut-ins

VOLUNTEER TASK AND PROGRAM DEVELOPMENT

- | | |
|---|--|
| <p>1. Develop a program of outreach to preschools
Liaison with schools
Work with schools regarding reading program (similar to LAST)</p> | <p>1. Develop a program of outreach to preschools: stories, visits, delivery and pick up of books.</p> <p>Volunteers would be trained under the supervision of a Youth Services Librarian or Librarian (similar to the training currently provided to volunteers in the Grandparents and Books program) to select appropriate material and to provide storytimes. Volunteers would then be matched with each day care and preschool in the community. They would set up a regular schedule for visiting the day care or preschool to deliver and pick up material and to provide programs.</p> |
| <p>2. When sufficient staff, develop "booklegger" program</p> | <p>2. Develop a program of outreach to schools: storytimes, booktalks, delivery and pick up of books.</p> <p>Volunteers would be trained under the supervision of a Youth Services Librarian or Librarian to select appropriate material and to provide age-appropriate presentations of the material. A volunteer would be matched with each classroom in the schools and would be the liaison with that classroom. The volunteer would set up a regular schedule for visiting the classroom to deliver and pick up material and to provide programs.</p> |
| <p>3. Under supervision of youth services librarian, help with children's programs
Provide supervision of students and youth, Develop "junior assistants"
Teen peer tutoring programs</p> | <p>3. Assist students and youth in the library: This program would have a number of components, including the following:</p> <ul style="list-style-type: none"> • Assist Youth Services Librarian or Librarian with class visits. As an example, if everyone in the class is working on the same topic, such as state reports, science projects, etc., have copies of pathfinders available and provide assistance in locating material. • Assist Youth Services Librarian or Librarian with children's programs in the library • Provide supervision of students and youth, including referring students to staff at desk. • Grandparents and Books program • Homework Help Center • "Junior Assistants" -teen and youth volunteers would be trained to provide some of the above assistance as well as special projects such as assisting with the summer reading program, assisting in the children's |

4. Assist staff with routine public informational transactions
Present library tours

•Develop a program where both staff and volunteers provide storytimes that are taped for broadcast over CCTV.

4. •Assist with tours of the library. As an example, volunteers could help develop a "treasure hunt" that could provide instruction in the use of the library. Clues would be given which would lead library patrons through various sources

•Develop a program to train docents to provide training for the public for CD-ROM products, OPAC, Internet, how to search databases, and other new technologies. Once staff have been trained, volunteer docents can then assist with training the public. Docents could be available at all hours when something new is introduced, such as the OPAC, or at scheduled times to provide more in-depth assistance, such as Internet training

**SIDE LETTER
(Public Service Officers/Rangers)**


Effective upon signing and continuing until cancelled, amended in writing and signed by both parties or the termination of employment of all of the individuals identified below as a Public Service Officer, this Side Letter is entered into by and between Public Employees Union, Local One ("Local One") and Contra Costa County ("County").

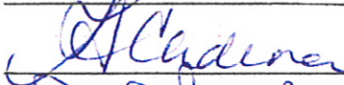
Local One and the County have met and conferred about the County's desire to replace, through attrition, Public Services Officers ("PSOs") with Sheriff's Rangers ("Rangers"). As a result of the meet and confer, the parties have agreed as follows:

1. Each current PSO, Julie Ambriz, Christopher M. Fisco, Anthony Franchi, Tambra Gutierrez, Charles S. Lowary, Kenneth Randall, Henry Smith, Jr., and John Ward, will continue to work for the County as a PSO until he/she retires, voluntarily resigns, voluntarily accepts another position within the County or is terminated for cause pursuant to the Memorandum of Understanding between Local One and the County and/or the Personnel Management Regulations.
2. The County may replace a PSO who retires, voluntarily resigns, accepts another position or is terminated for cause with a Sheriff's Ranger.
3. No PSO will be laid off unless all Rangers assigned to EHSD other than one assigned to the North Richmond Service Integration Team site located at 1535D Third Street have either been laid off or reassigned to an assignment not at EHSD.
4. PSOs shall be rehired from the layoff list before any Ranger is recall or reassigned to an EHSD site.
5. If a position occupied by a PSO or a Ranger assigned to the Employment and Human Services Department other than the position at the North Richmond Service Integration Team site located at 1535D Third St. becomes vacant during the term of this Side Letter, and one or more PSOs bids for it the position will be awarded to a PSO. If more than one PSO bids for the position the bid will be awarded pursuant to Section 22.4 of the Local #1 MOU except that if two PSOs bid one of the two will be awarded the position.
6. The bidding for vacant positions described in paragraph 5 above, will not include the North Richmond Service Integration Team site located at 1535D Third Street.
7. The work schedule for any vacancy described in paragraphs 5 and 6 above is within the unfettered discretion of the County.
8. All of the provisions set forth in paragraphs 1 through 6 above shall apply only to the individuals identified in paragraph 1 above.

9. To the extent that the provisions of this Side Letter are in conflict with any applicable MOU, the provisions of this Side Letter shall control.

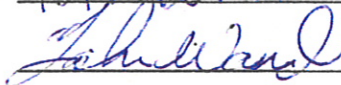
FOR LOCAL ONE



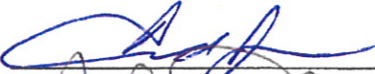


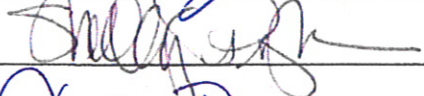
D. J. - L. W.

M. J. - W. N.



FOR THE COUNTY





Judy Deas

SIDE LETTER

Cardiac Ultrasonographer - Per Diem and Pharmacist - Per Diem

This Side Letter is by and between Public Employees Union, Local One ("Local One") and the County of Contra Costa ("County") and is effective on April 1, 2010, only after it is approved by the Board of Supervisors.

This Side Letter applies only to the classifications of Cardiac Ultrasonographer - Per Diem and Pharmacist - Per Diem.

With regard to the classifications of Cardiac Ultrasonographer - Per Diem and Pharmacist - Per Diem, Local One and County agree that each incumbent in these two classes who is not a retiree of Contra Costa County, may work no more than 680 hours in a calendar year and each incumbent who is a retiree of Contra Costa County, may work no more than 960 hours in a calendar year. Additionally, the parties agree that these same incumbents may only work under the following conditions:

1. To cover for a permanent employee who is absent from work;
2. When there is a temporary need for additional staffing due to an increase in the patient census or other increases in patient services, or when there is a special assignment or project in preparation for, or as a result of, regulatory audits/mandates; or
3. When there is a vacant position and the County is actively recruiting to fill it. (The hourly limits of 680 and 960, set forth above, do not apply to incumbents who are working under this third condition.)

The parties agree that the incumbent Cardiac Ultrasonographer - Per Diem, Ms. Cynthia Lai, may continue to work her current schedule.

The County will offer work to County employees, including Per Diem employees, before it uses a registry, provided the County employee has the appropriate experience and expertise for the specific assignment.

The terms of this Side Letter will be incorporated into the next MOU between the County and Local One.

LOCAL ONE:

COUNTY:


Roland Katz
Supervising Business Agent


Ted Cwiek
Human Resources Director

SIDE LETTER**Physical Therapist-Per Diem and Occupational Therapist-Per Diem**

This Side Letter is by and between Public Employees Union, Local One ("Local One") and the County of Contra Costa ("County") and is effective on the date it is adopted by the Board of Supervisors.

This Side Letter applies only to the classifications of Physical Therapist-Per Diem and Occupational Therapist-Per Diem.

Employees in the classifications of Physical Therapist-Per Diem and Occupational Therapist-Per Diem may work only under the following conditions:

1. To cover for a permanent employee who is on a leave of absence from work;
2. To cover for a permanent employee who is absent from work, not on a leave of absence, and using accruals such as vacation, sick leave, personal holiday, and the like, but not to exceed 680 hours annually per employee;
3. To cover weekends and/or holidays;
4. When there is a temporary need for additional staffing due to an increase in the patient census or other increases in patient services, or when there is a special assignment or project in preparation for, or as a result of, regulatory audits/mandates, but not to exceed 680 hours annually per employee; or
5. When there is a vacant position and the County is actively recruiting to fill it.
6. When there is a temporary need for additional staffing to backfill a position that is assigned to a special project that will exceed 680 hours in a year, e.g. the EPIC project.

The parties agree that the following employees in the classifications of Physical Therapist-Per Diem (PT-pd) and Occupational Therapist-Per Diem (OT-pd) may continue to work their current schedules, as follows:

Employee	Classification	Current Schedule
1. Hector Oksenendler	PT-pd	Tuesdays and Thursdays (10 hrs per day)
2. Vicki Ross	OT-pd	Tuesdays and Wednesdays (10 hrs per day)

3. Patrice Perlin	OT-pd	2 weekend days and one Monday per month
4. Judith Miller-Yamada	PT-pd	One weekday and one Thursday per month
5. Zelda Hood	OT-pd	Every Friday and one weekend day per month
6. Yvonne Tweeten	OT-pd	Two or three Fridays per month
7. Mila Rodgers	PT-pd	Tuesdays and Thursdays (5 hrs per day)

The County will offer work to County employees, including Per Diem employees, before it uses a registry, provided the County employee has the appropriate experience and expertise for the specific assignment.

Permanent employees who work in the Division of Hospital and Health Centers will be required to work on weekends only after there is an insufficient number of per diem employees who volunteer to work. The "CCRMC Rehabilitation Therapy Services Occupational/Physical Therapist and Therapist Aide Weekend Rotation Schedule" agreement signed on December 22, 1999 will remain in full force and effect.

The terms of this Side Letter will be incorporated into the next MOU between the County and Local One.

LOCAL ONE:

COUNTY:


 Roland Katz
 Supervising Business Agent


 Ted Cwiek
 Human Resources Director

Contra
Costa
County



GENERAL SERVICES DEPARTMENT

1220 Morello Avenue, Suite 200
Martinez, California 94553-4711
(510) 313-7100

Barion J. Gilbert
Director

J. G. Beckhold
Deputy Director

Kathy Brown
Deputy Director

April 13, 1992

Henry Clarke, General Manager
Contra Costa County Employees Association
Local No. One
P. O. Box 222
Martinez, California 94553

Dear Henry:

This letter is to confirm agreement between Local No. 1 and the General Services Department regarding health and safety issues.

The General Services Department agrees to the following:

1. To provide employees in the Building Trades Unit an annual Tuberculosis skin test, to be included as part of the annual respirator examination, at no cost to the employee.
2. To request that the Building Trades Unit annual respirator examination include a rectal exam.
3. To continue to work with employees, Risk Management and Occupational Health when specific hazardous materials and/or toxins are identified in the worksites. The concerns raised regarding leaded paint were investigated, and Risk Management has determined that the lead content is within safe acceptable levels.
4. To provide, on a voluntary basis, vaccination for Hepatitis B to employees of the Building Trades Unit whose assignments include adult or juvenile detention facilities. The County reserves the right to determine the most economical means of providing the vaccination, which will be determined through a feasibility study to be conducted within 90 days after the execution of the MOU. General Services Department management agrees to meet and discuss the results of the feasibility study with Local No. 1.

Henry Clarke
April 13, 1992
Page -2-

5. To provide instruction in traffic coning safety to employees in the Building Trades Unit whose assignments require working adjacent to roadways.
6. To include previous vehicle accidents only if they occurred within the preceding 3 years when considering recommendations for disciplinary action, as a result of a current vehicle accident.

If the foregoing conforms to your understanding, please indicate your approval and acceptance in the space provided below.

Sincerely,

Mickey Davis

Mickey Davis
Administrative Services Assistant

MD:mak

Contra Costa County

Contra Costa County Employees
Association, Local No. One

Richard Heyne 4/28/92
Rich Heyne
Employee Relations Officer

Henry Clarke
Henry Clarke
General Manager

Date: 4/20/92



June 3, 1988

Personnel Department

Third Floor, Administration Bldg.
651 Pine Street
Martinez, California 94553-1292
(415) 646-4064

Harry D. Cisternan
Director of Personnel

Mr. Henry Clarke, General Manager
Contra Costa County Employees Assn., Local #1
PO Box 222
Martinez CA 94553

Re: Central Library Vacation Policy

Dear Mr. Clarke:

In good conscience I cannot accept Local #1's vacation scheduling proposal for the Central Library because it would result in hardship for non-vacationing staff, and would seriously damage public service. At the Central Library there are six desks that need to be covered 11 hours each day by 15.5 public service FTE's. Simple arithmetic totals 4.25 desk hours/day/FTE. Arithmetic does not take account of sick leave, vacancies, meetings, double-staffing the Reference desk during peak times, or the fact that every employee is not qualified to cover every desk. The worst case scenario could mean 3 staff members missing on the same night or the same Saturday, leaving 3-4 persons on the evening or 5-6 on a Saturday. This would not be enough, even if staff were able to work eight desk hours, covering more than on desk simultaneously. Closing the Library because of scheduled vacations seems irresponsible.

However, I also recognize that each employee earns at least 3 weeks vacation per year, plus 3 days of floating holiday. This totals more than 52 weeks of earned time off by Central Library Reference employees, and means that there must be some vacation overlap. The problem is scheduling this overlap to have minimal impact on remaining staff and public. When there is overlap, P.I.'s will be asked to cover the peak hours.

I propose the following procedure:

1. Post a list of staff by seniority.
2. Route, in seniority order, a calendar for the year in question. Each person enters his/her first choice in the appropriate week/days. If there is a conflict, staff members negotiate directly with each other to resolve the conflict. A conflict is defined as two persons overlapping for more than one week, or two persons from the same Central Unit (e.g., Children's Documents, Periodicals, Reference) overlapping at all.

Ipma

INTERNATIONAL PERSONNEL MANAGEMENT ASSOCIATION MEMBER

3. When the process has been completed, Head of Reference and Head of Central will review the calendar. Where there are conflicts, as defined above, the most senior person(s) will be given vacation. The other vacation(s) will be denied. Head of Reference will recommend to Head of Central the P.I. hours needed. Head of Central will approve or disapprove, and Head of Reference will assign P.I. scheduling to staff approved for vacation.
4. When there is overlap, it will be understood that staff may be assigned to the public desk 5-6 hours per day. It may not be possible always to staff the Children's Desk or to double-staff Reference. Dinner and lunch hours may need to be changed.
5. The use of P.I.'s to cover lengthy vacation overlaps is not a practical solution. If P.I.'s are frequently scheduled to cover vacations, they are not available for sick leave and vacancies. Also, it is not always possible to find a P.I. for the times needed. Although staff might survive the stress of increased desk hours for a day or so, they would have, I believe, great difficulty with prolonged periods of vacation overlap.
6. Post final approved vacation schedule.

If the foregoing conforms with your understanding, please indicate your acceptance and approval in the space provided below.

Approved and Accepted

Date: June 3, 1988

Henry Clarke
Henry Clarke, General Manager
Contra Costa County Employees
Association, Local #1

William P. Hamilton
Ernest Siegel, County Librarian
by
Bill Hamilton, Chief
Employee Relations Division
Contra Costa County

ATTACHMENT M LOCAL ONE Per Diem Special Pays

Local 1- Attachment M

Special Pays for Per Diem Employees

All Units

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>
County Overtime (OPT)	Sec. 7.1
FLSA Overtime (OTF)	None
Shift Differential Pay at 5% (SH2)	Sec. 10

Unit Specific

1. Attendant-LVN-Aide Unit (Section 58.2)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
5p.m.-9p.m. Shift Pay 7.5% (SH3)	58.2.C.2.		Hospital Nursing Service, incl. Sterile Processing
11p.m.-8a.m. Shift Pay 10% (SH4)	58.2.C.2.		Hospital Nursing Service, incl. Sterile Processing
Double Shift Premium (SHC)	58.2.K.		
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental

ATTACHMENT M
LOCAL ONE
Per Diem Special Pays

			Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
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2. Building Trades Unit (Section 58.3)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Applicable Assigned Org (Org#)</u>
Call Back (N35)	8	Steamfitter (GFVA)	
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383)

ATTACHMENT M
LOCAL ONE
Per Diem Special Pays

			19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
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3. General Services and Maintenance Unit (Section 58.7)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Assigned Org (Org#)</u>
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)

4. Health Services Unit (Section 58.8)

**ATTACHMENT M
LOCAL ONE
Per Diem Special Pays**

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Assigned Org (Org#)</u>
Shift Differential Pay at 10% (SNS)	58.8.H.4 .	Respiratory Care Practitioner I, II (VIWA, VIVA)	
Cardio Pulmonary On Call (N17)	58.8.H.3 .	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG)	
On Call (N15)	9, 58.8.I.	1. Ultrasound Technologist I, II (V8VD,V8TB) 2. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	
Call Back (N35)	8, 58.8	1. Respiratory Care Practitioner I, II (VIWA, VIVA) 2. Cardiac Ultrasonographer (V8VG) 3. Ultrasound Technologist I, II (V8VD,V8TB) 4. Radiologic Technologist. Sr. & Jr. (V8VA, V8WC)	

5. Library Unit (Section 58.10)

<u>Type of Pay (Pay Code)</u>	<u>MOU Section</u>	<u>Applicable Job Title(s)</u>	<u>Assigned Org (Org#)</u>
Sunday Shift Differential 7.5% (SH3)	58.10.F.2.		
Saturday Shift Differential 5% (SH2)	58.10.F.1.		
Evening Shift Differential 5% (SH2)	58.10.E		
Hazard Pay (HZ2)	48		1. Conservatorship (0451) 2. Inmate Library Services (2490) 3. Detention Transportation (2575) 4. County Parole Program (2577) 5. Martinez Detention (2578) 6. West County Detention (2580) 7. Marsh Creek Detention (2585) 8. AB109 Program (2588) 9. Martinez Detention Infirmary (5700) 10. West County

ATTACHMENT M
LOCAL ONE
Per Diem Special Pays

			Detention Infirmary (5701) 11. Juvenile Hall Nursing (5702) 12. Detention Mental Health Martinez (5710) 13. Detention Mental Health West County (5711) 14. Youth Mental Health (5951) 15. West County Adult Mental Health (5974) 16. Psychiatric Unit (6313) 17. Psychiatric Emergency (6381) 18. Emergency (6383) 19. Hospital Admission Martinez (6553) 20. Outpatient Registration (6570)
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LETTER OF UNDERSTANDING

This letter will confirm agreements reached between CONTRA COSTA COUNTY EMPLOYEES ASSOCIATION, LOCAL 1 and CONTRA COSTA COUNTY through the recent meet and confer process pertaining to temporary and provisional employees.

1. Recognition. Contra Costa County Employees Association, Local 1 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 Memorandum of Understanding between Contra Costa County Employees Association, Local 1 and Contra Costa County.
2. 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.
3. Agency Shop:
 - a. All covered temporary employees, as specified in paragraph 1 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 to a maximum of ten dollars (\$10.00) per semi-monthly pay period; or
 2. Pay to the Union an agency shop service fee of the amount specified in "3a1" above; or
 3. Do both of the following:
 - a. Execute a written declaration that the employee is a member of a bonafide 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 service fee specified in "3a2" above to a non-religious, non-labor charitable fund chosen by the employee from those listed in the Memorandum of Understanding between Contra Costa County Employees Association, Local 1 and Contra Costa County.
 - b. No initiation fee or special assessments shall be required of these employees.
 - c. The amount of the agency shop service fee shall not exceed ten dollars (\$10.00) in any semi-monthly pay period. If the payroll service fee flat percentage deduction exceeds \$10.00 on any semi-monthly pay period, the Union agrees to refund to the employee the excess amount. The timing and method of refund shall be the sole responsibility of the Union.

- d. This agency shop service fee provision shall be effective on the June 10, 1987 payroll.

4. Agency Shop Deductions.

- a. A current temporary employee or a new temporary employee hired into a job class represented by Local 1 shall be provided through the County Personnel Department with an "Employee Authorization For Payroll Deduction" card. Said employee shall have thirty (30) calendar days to fully execute the authorization card of his/her choice and return said form to the County Personnel Department.
- b. If the form is not returned within thirty (30) calendar days, or if the Union reports that an agency shop fee has not been paid, the employee will be subject to his/her temporary appointment being ended by the Director of Personnel.
- 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.
- d. The authorization of payroll deductions described in "4a" 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.

5. Salary.

- a. Temporary Hourly Rates. Effective May 1, 1987, 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 unrounded monthly salary at any step by 173.33.
- b. Current Employees. Effective May 1, 1987, all current temporary employees shall be placed at the salary step for their classification which is closest to their previous "1.05 hourly rate" (received by temporary employees in some classifications prior to May 1, 1987) or other previous rate.
- c. New Employees. Except as otherwise permitted in deep class resolutions, temporary employees hired on or after May 1, 1987 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 Personnel may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

6. Salary Increments Within Range.

- a. Increment Eligibility and Salary Review. Effective May 1, 1987, all temporary employees shall begin accumulating 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 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 Personnel Department.
- d. New Employees. Temporary employees hired on or after May 1, 1987 at step 1 of the salary range for their classification will be eligible for a salary review as described in "6a" 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 in "6b" above.
- e. No provision of this section shall be construed to make the granting of salary increments mandatory in the County.

7. Paid Time Off.

- a. Effective May 1, 1987, temporary employees shall begin accumulating a record of straight time hours worked.
- b. Based upon the accumulation of straight time hours recorded ("7a" above), 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" ("7b" above) 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 ("7b" above) 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 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, as described in "7d" above, shall be converted to "VACATION" hours and subject to the MOU provisions relating to VACATION.
- f. Paid Time Off Credit for Current Employees. All current employees who are still employed on or after May 1, 1987, as evidenced by having worked and been paid on the May 25 payroll, shall be given paid time off credited under the following conditions and calculated as follows:
1. Straight time hours worked from January 1, 1986 through April 30, 1987 shall be totalled.
 2. If an employee has worked 1040 hours during that period, thereafter he/she will earn four (4) hours PTO for each 173.33 straight time hours worked to a maximum of twenty (20) PTO hours.
 3. PTO calculated above shall be credited to the employee's PTO account on the June 10, 1987 payroll.
 4. Beginning June 16, 1987, the employee will be eligible to use the credited PTO with the approval of his/her supervisor.
8. Provisional Employees. Contra Costa County Employees Association, Local 1 is the formally recognized employee organization for all provisional employees appointed by the County from "outside County service" in classifications covered by the Memorandum of Understanding 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 Memorandum of Understanding applicable to permanent employees, effective with the June 10, 1987 payroll, with the exception that provisional employees shall not be required to pay any initiation fee or special assessment fee.

9. Grievance Procedure. Temporary and provisional employees covered by this Letter of Understanding may grieve only alleged violations of the specific terms and conditions specified in this Letter of Understanding.
10. This Letter of Understanding is subject to meet and confer effective July 1, 1987.

If the foregoing conforms with your understanding, please indicate your acceptance and approval in the space provided below.

5/7/87
Date

By: [Signature]
(Organization)
Henry L. Clarke

By: [Signature]
Contra Costa County

RESOLUTION NO. 87/300

ATTACHMENT O

MEMORANDUM OF UNDERSTANDING

After completion of a series of meet and confer sessions, the Contra Costa County Employees Association, Local 1, herein entitled "Union," and the Library Department of Contra Costa County do hereby enter into this Memorandum of Understanding concerning the Library Unit.

I. Purpose

Within the framework of the objectives of the public library to assemble, preserve and to make easily and freely available printed and other materials that will assist people of all ages in their pursuit of knowledge and personal and social well-being, and in the furtherance of these objectives a Library Practices Advisory Committee is hereby established.

II. Objectives

In pursuit of the above objectives, the Library Practices Advisory Committee shall work toward the following:

1. To promote working conditions that are conducive to efficient and effective operation of the Library.
2. To review library procedures and advise on their current appropriateness.
3. To encourage professional and educational career development for Library personnel.
4. To support and maintain effective communication between departmental administration and Library staff.
5. To encourage increased cooperation and understanding among departmental staff.
6. To provide additional avenues, as needed, for receiving individual or group suggestions, including suggestions for implementation.

III. Composition

- * 1. The Union shall select ^{four}~~three~~ members from the Library Unit.
- * 2. Departmental Administration shall select ^{three}~~two~~ members from supervisory ranks, with a ^{fourth}~~third~~ member at large not necessarily from supervisory ranks.
- * 3. The Assistant County Librarian shall be a member, ~~and permanent chairman of the committee.~~
4. A representative from Central County Administration selected by the County Employee Relations Officer may be invited to participate in meetings.
5. A representative from the Union may be invited to participate in meetings.
- * 6. Both the employees and the department shall each select a co-chairperson who will work together to develop the quarterly agenda and will alternate the chairing of each meeting.

IV. Procedures

The Library Practices Advisory Committee shall meet quarterly on County time for a period of not more than 3 hours. Subcommittees, upon approval of the Advisory Committee and the County Librarian, may meet and conduct the committee's assignments on County time; provided, however, that the normal public service needs of the Library are met without additional cost to the County.

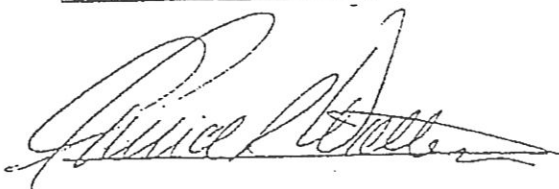
1. The committee may, on emergency call of the Chairman or by a majority vote of the Committee, convene a special meeting.
2. The agenda and minutes of the previous meeting will be published by the department for general distribution prior to each regular meeting.
3. In order to facilitate the Committee's work, Committee shall be provided with reasonable data from the department.
4. The Committee may consult with administrative personnel, union staff, and with others possessing special knowledge as needed, to facilitate the Committee's work, provided this service is without cost to the County.
5. The department will consider fully the recommendations of the Library Practices Advisory Committee.

V. Term

This agreement shall be in effect for one year after the date of signing by all parties. No later than one month prior to the conclusion of the effective term of the agreement there shall be a meet and confer session to evaluate the progress of the committee and to negotiate the continuation of the agreement and/or necessary revisions.

* Changes as per memoranda of understanding dated 7/2/74 and 7/25/75.

CONTRA COSTA COUNTY
LIBRARY DEPARTMENT

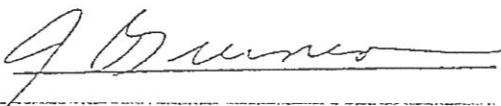
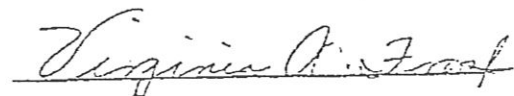


Date: August 4, 1973

Attested by: 9/4/73 MCH
Employee Relations Officer

Date: 9/4/73

CONTRA COSTA COUNTY EMPLOYEES
ASSOCIATION, LOCAL NO. 1



Date: 7/27/73

COUNTY PROPOSAL NO. 4
2005 County -Local One Negotiations
Presented: August 10, 2006

Side Letter:

PUBLIC EMPLOYEES UNION LOCAL # 1
ATTENDANT-LVN-AIDE UNIT PROPOSAL
AUGUST 10, 2006

Attendant-LVN-Aide Unit Career Advancement Program

The Health Services Department will establish a career advancement program for Certified Nursing Assistants, Certified Medical Assistants, Licensed Vocational Nurse and Psychiatric Technicians for the purpose of obtaining a license in the classification of Psychiatric Technician, License Vocational Nurse or Registered Nurse. The County will provide employees who are enrolled in an approved education program to obtain such a license with an amount of money to be determined to help pay for tuition or other fees for such a program. The County will forgive repayment of the money advanced if the employee is employed by the County in the classification for which the employee obtains the license. The forgiveness will be on a graduated scale based upon the amount of time the employee is employed by the County in the classification for which the employee obtains the license.

The parties shall meet regarding the implementation of this program no later than October 1, 2006.

Date: August 10, 2006

FOR THE COUNTY:

Brian Havel
[Signature]
Dorothy McCullen

FOR THE LOCAL ONE:

[Signature]
Charles Phillips
[Signature]
Bonnie Loff

Contra
Costa
County

Public Works Department

Maintenance Division
2475 Waterbird Way
Martinez, California 94553-1457
FAX: (510) 313-7014
Telephone: (510) 313-7000

J. Michael Walford
Public Works Director

Milton F. Kubicek
Deputy - Engineering

Patricia R. McNamee
Deputy - Operations

Maurice M. Shtu
Deputy - Transportation

S. Clifford Hansen
Deputy - Administration

CCC-HR SEP 26 3:06 PM 4:07

September 10, 1996

Mr. Henry Clarke
Contra Costa County Employees Assoc.
Local #1
P.O. Box 222
Martinez, CA 94553

Dear Mr. Clarke:

The purpose of this letter is to affirm an understanding reached between the Public Works Department and Contra Costa County Employees' Association, Local #1, regarding continuing education requirements for individuals in the classifications of Vegetation Management Technician and Senior Vegetation Management Technician. This letter will replace the side letter of July 30, 1992, to the existing Memorandum of Understanding between Contra Costa County and Contra Costa County Employees Association, Local #1.

On August 7, 1996, the following understanding was reached:

The Public Works Department agrees that the present continuing education requirements for licenses/certificates required as minimum qualifications for the classifications of Vegetation Management Technician and Senior Vegetation Management Technician, will be satisfied on County time and at County expense.

Individuals in the classifications of Vegetation Management Technician and Senior Vegetation Management Technician will receive 40 hours of continuing education within each two-year certificate period.

The choice of which courses, conferences or seminars employees will attend will be the sole prerogative of management. For all programs that run for more than one day and are outside a 50-land-mile radius of the Martinez Corporation Yard, the employees will be provided with overnight accommodations, provided there are morning and/or evening educational events, scheduled outside the employees normal 10 hour work day. The employees agree to accept the overnight accommodations in lieu of County paid overtime for any events attended and/or travel time outside the 10-hour work day.

Mr. Clarke
September 10, 1996
Page Two

If the foregoing confirms your understanding of the agreement we reached on August 7, 1996, please indicate your approval and acceptance in the space provided below.

CONTRA COSTA COUNTY EMPLOYEES
ASSOCIATION, LOCAL NO. 1

BY: Henry L. Clarke
DATE: 9/12/96

BY: James S. Salvarino
DATE: 9-12-96

CONTRA COSTA COUNTY
HUMAN RESOURCES

BY: Kathryn Ito
DATE: 9/25/96

CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT

BY: A. Lynn Kinn
DATE: September 24, 1996

If you have any questions regarding this issue please call me at (510) 313-7010.

Very truly yours,

Margaret Lehre
Margaret Lehre
Administrative Services Assistant III
Administration Division

ML:ps
clarke.19

cc: Administrative Services
K. Ito, Labor Relations
G. Connaughton, Maint.
B. Porter, Maint.

SIDE LETTER
(Guardian Security Contract)

Effective on September 18, 2008, and continuing until cancelled or amended in writing and signed by both parties, this Side Letter is entered into by and between Public Employees Union Local No. 1 ("Local No. 1") and Contra Costa County ("County").

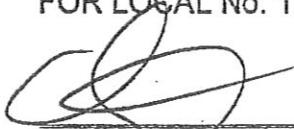
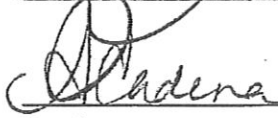
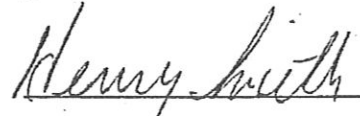
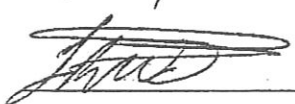
Local No. 1 and the County have met and conferred over the County's decision to enter into a contract with Guardian Security Services ("Guardian") to perform certain work of the type and kind performed by employees represented by Local No. 1 and assigned to the Attendant-LVN-Aide Unit, specifically Public Service Officers ("PSOs") who work at Employment and Human Services Department sites, other than Community Services Bureau ("CSB") sites. The contract between the County and Guardian for 2008-2009 will also cover services provided by Guardian at CSB sites that heretofore had been covered by another contract. As a result of the meet and confer, the parties have agreed as follows:

The County may only use Guardian personnel to fill in for PSO absences at sites, other than CSB sites, and may only do so if no PSO is available to perform that work.


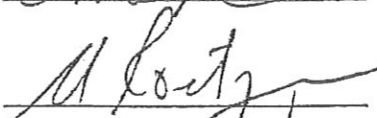
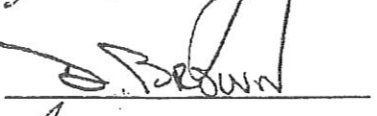
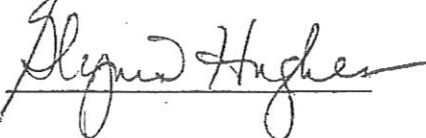
This agreement does not preclude the County from continuing to use Guardian personnel at CSB sites as it has used them under previous contracts with Guardian.

Date Signed: 9/18/08

FOR LOCAL No. 1

FOR THE COUNTY

WILLIAM B. WALKER, M.D.
HEALTH SERVICES DIRECTOR
SHELLEY PIGHIN
PERSONNEL OFFICER



ATTACHMENT S

PERSONNEL SERVICES

1320 Arnold Drive, Suite 261
Martinez, California
94553-6537
Ph (925) 957-5240
Fax (925) 957-5240

ISW Reassignments/Bids August 31, 2006

The County shall post a bid by Department for any position in the ISW series for which the incumbent has provided written documentation that he/she will be on a leave of six (6) months or more. The notice shall include all the information set forth in the MOU regarding the bidding process and shall state that the assignment is temporary. Interested employees shall submit a bid notice and the position shall be temporarily filled using the Rule of Three. If the position subsequently becomes vacant, it will be filled following the bidding process outlined in the MOU.

Date: September 13, 2006

FOR THE COUNTY:

FOR PEU LOCAL 1:

The image shows two handwritten signatures on a textured background. The signature on the left is for the County, and the signature on the right is for PEU Local 1. The signature on the right appears to be 'Carol Phillips'.



• Contra Costa Alcohol & Other Drug Services • Contra Costa Emergency Medical Services • Contra Costa Environmental Health • Contra Costa Health Plan
• Contra Costa Hazardous Materials Programs • Contra Costa Mental Health • Contra Costa Public Health • Contra Costa Regional Medical Center • Contra Costa Health Centers

Contra
Costa
County



ATTACHMENT T
**Human Resources
Department**

Administration Building
651 Pine Street, Third Floor
Martinez, CA 94553-1292
(925) 335-1770

Lori Gentles
Assistant County Administrator
Director of Human Resources

October 2, 2007

Letter of Agreement

Contracting for Services from Rehabilitation Programs

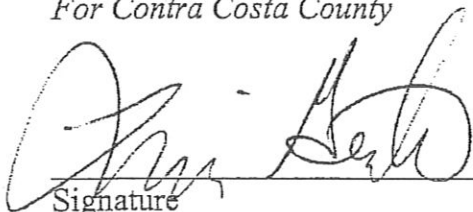
The County may enter into a contract with nonprofit organizations pursuant to County Administrative Bulletin No. 612.0, adopted on October 2, 2007, for purposes of performing work presently performed by private contractors. Except as stated in the previous sentence, the County shall not enter into a contract with a nonprofit organization, pursuant to the Administrative Bulletin to perform the type and kind of work performed by Local One's represented employees.

For Public Employees Union Local One

For Contra Costa County



Signature 10.25.07
Date



Signature 10-18-07
Date

Contra
Costa
County



Human Resources
Department

Administration Building
651 Pine Street, Third Floor
Martinez, CA 94553-1292
(925) 335-1770

Lori Gentles
Assistant County Administrator
Director of Human Resources

January 26, 2006

Contra Costa Labor Coalition

Re: Healthcare Coalition Notice of Changes

Dear Members of Labor Coalition:

The County agrees to make a good faith effort to notify the Health Coalition and Labor Management Committee(s) of relevant changes that are not subject to meet and confer, but which fall within the topics of discussion by the Health Coalition Committee. The County shall continue to meet and confer with labor organizations on matters which are within the scope of bargaining at the organization's request.

Sincerely,

A handwritten signature in black ink, appearing to read "Francine Cronin", with a horizontal line extending to the right.

Francine Cronin
Assistant Director of Human Resources

Cc: Rollie Katz, Supervising Business Agent PEU, Local One
Jo Bates, Business Agent, AFSCME, Local 2700
Brenda Wood, Business Agent, AFSCME, Local 512
Dr Stephen Daniels, Physicians' & Dentists' Organization of Contra Costa County
Adelina Huerta, President, Western Council of Engineers
Michael Weinberg, Senior Field Representative, SEIU Local 535

**BUILDING MAINTENANCE CRAFT EMPLOYEES' ROTATIONAL
ASSIGNMENTS TO DETENTION FACILITIES AND THE COUNTY HOSPITAL**

1. Assignments for permanent employees of the Building Maintenance Division shall be made first on a voluntary basis in order of seniority. If no one volunteers, then involuntary assignments shall be made in order of reverse seniority among all permanent personnel in the respective classifications, unless employees are already in assignments at the hospital or detention facilities.
 - a. For each rotational assignment (detention facility and hospital), there will be separate seniority lists by facility and by craft. There are currently two rotational assignments: detention facilities and the hospital. Other assignments are NOT covered by this agreement.
 - b. For purposes of these covered assignments, seniority means seniority in classification in the assignment, e.g., when the person presently assigned has completed the assignment, he/she becomes the least senior person on the list for that same assignment.
 - c. The most senior person leaving one assignment may become the most senior person on the list for the other assignment. (Note of explanation: if a Carpenter is bid out of the detention facility assignment, he/she may then be the Carpenter with the most seniority for the hospital assignment, depending on when he/she was last in the hospital assignment.)
2. Assignment for employees of the Building Maintenance Division to the **detention facilities** shall be for a minimum of six months, but may be extended for two additional six-month periods. Any time after the initial minimum of five months, the incumbent may choose to leave and must provide a minimum 30-day written advance notice to his/her supervisor. At the end of the second six-month extension period, the position shall be open to the most senior person on the seniority list for that particular assignment.
3. The minimum period of assignment to Merrithew Memorial Hospital shall be one year, but may be extended for two additional six-month periods.
 - a. The side letter agreement of January, 1990 "Work Schedule for Crafts Assigned to Merrithew Memorial Hospital" remains in effect and covers other aspects of the assignment.

4. Vacancies for assignments shall be announced and bid in accordance with the following procedures:
 - a. The vacancy will be announced two months prior to the end of the second extension; or
 - b. thirty days prior to the vacancy when the incumbent provides notice of intention to leave the assignment; or
 - c. in the event of a management reassignment, the vacancy will be announced for five days.
5. If no one bids for the assignment and the incumbent chooses to remain, he/she has the same rights as if it were an original assignment.
6. Employees must be able and available to work in the assignment. An employee who is physically incapacitated or otherwise unavailable shall not be eligible to bid into an assignment; however, his/her name shall remain in its same position on the list.
7. As this is a newly formalized agreement, notwithstanding previous interpretations of the policy, the agreement will be started with the following conditions:
 - a. Craft assignments will be staggered such that not everyone will rotate at the same time, beginning with:

Detention Assignments:

Carpenter	August, 1995
Electrician	September, 1995
Steamfitter	October, 1995

Hospital:

Carpenter--1	September, 1995
Carpenter--2	December, 1995
Electrician--1	August, 1995
Electrician--2	November, 1995
Painter	August, 1996
Steamfitter	January, 1996

- b. Current incumbents who have been in their assignments for the original assignment period and two extensions shall be subject to rotation and, if bid out, they will become the least senior person on their respective craft/facility list. Currently assigned persons who have not completed their original assignments and applicable extensions will be allowed to remain until their assignments and extensions expire.
8. Nothing in this agreement constitutes a waiver of management's prerogative to deviate from these assignment procedures when necessary and appropriate. Any deviation from this agreement shall be subject to meet and confer.
9. Either party may request reconsideration of the terms and conditions set forth herein, which shall be subject to meet and confer. If agreement cannot be reached, impasse may be declared and impasse procedures instituted.

If the above conforms to your understanding, please indicate your acceptance and approval by signing below.

Contra Costa Employees Association,
Local # 1

General Services Department

Richard Heyne
Date: 6/7/95

Mickey Davis
Date: 6/23/95

Human Resources Department,
Labor Relations

Henry L. Clarke
Date: 6/17/95

ATTACHMENT V

4/10 WORK SCHEDULE FOR CRAFTS ASSIGNED
TO MERRITHEW MEMORIAL HOSPITAL

Craft employees permanently assigned to work full-time at Merrithew Memorial Hospital will work a 4/10 schedule with the following provisions.

- (1) For each craft having two or more persons permanently assigned full-time, at least one of them shall work Monday through Thursday, and one shall work Tuesday through Friday. If only one employee in a craft is assigned, then management will determine the schedule.

As vacancies occur, permanent and temporary reassignments will be made in accordance with the reassignment procedures in the Memorandum of Understanding between Contra Costa County and Local One.

- (2) The minimum period of assignment shall be one year, except in situations where management may determine that involuntary reassignment or service-related needs require otherwise.
- (3) This proposal will be on a trial basis for one year. During this year, management will review and evaluate the work schedule to ensure service requirements are met satisfactorily; that the proposal does not result in additional costs due to overtime, substitute personnel, or additional overhead; and that other problems do not occur. If problems occur, management will request a meeting with Local One. If a meeting cannot resolve service or fiscal matters, then we shall request an end to the schedule.

Wanda J. Kinney
Local 1 Representative

1/22/90
Date

Ruthy Brown
Department Representative

1/30/90
Date

**Contra Costa Regional Medical Center Rehabilitation Therapy Services
Occupational/Physical Therapist and Therapist Aide Weekend Rotation Schedule
Six-Month Review
Initial Implementation Date: February 1, 2000**

The current community standard for the provision of rehabilitation services is at minimum six days per week, and increasingly seven days. The philosophy behind these expanded services is to expedite the time in which therapies are initiated, in particular to patients whose recovery and subsequent discharge will also be expedited. In order to maintain a competitive position in the Contra Costa County service delivery area, it is necessary for the Rehabilitation Therapy Services Department to make a similar expansion of services. Recently, the influence of Managed Care and Critical Pathways have further necessitated the need for full service availability seven days per week.

Spatial constraints within the Martinez, Richmond and Pittsburg Health Centers have necessitated the addition of expanded hours. Martinez currently offers Outpatient Physical Therapy 7:00 am to 7:00 p.m. Service needs may include the expansion of similar hours during the evenings in which the Health Centers are open.

The following proposal is made in consideration of both staff and patient needs. All attempts will be made to implement changes equally for OT and PT, as possible.

All attempts will be made to maximize utilization of staff members who are interested in volunteering to work the expanded hours. Efforts will be made to hire additional staff, as available and authorized.

WEEKENDS

1. Weekend coverage may consist of Saturday and/or Sunday.
2. Core weekend staffing for inpatient medical-service coverage will consist of one PT, one OT and one Therapist Aide. The exception is a second PT on Saturday. Inpatient psychiatric coverage will consist of one OT and one Therapist Aide Saturday and Sunday.
3. All clinically competent permanent inpatient and outpatient therapy staff will be included in a weekend coverage rotation. All future permanent applicants will be informed of this expectation. Per diem therapists, who are competent and interested in weekend hours, will be recruited as authorized to reduce the frequency of, or eliminate permanent staff weekend rotations.
4. The rotation schedule will never result in a permanent employee being scheduled for more than two weekend days per four week period, however, employees may exercise the option to work contiguous weekend days.
5. A three-month (twelve week) rotation schedule for permanent staff will be established no later than thirty (30) days before the start of a rotation. Per Diem staff who desire to work

**CCCRMC Rehabilitation Therapy Services
Occupation/Physical Therapist and Therapist Aide Weekend Rotation Schedule
Six-Month Review**

additional weekend hours will be scheduled into the rotation schedule. Permanent staff will have the ability to indicate weekends they don't wish to work, and reasonable attempts will be made to accommodate these preferences.

6. Full-time staff members who work Saturday or Sunday **may request** a scheduled day off during the same pay week. Whenever possible, contiguous days off will be allowed, unless precluded by payroll requirements or staffing emergencies. All requests for days off will be coordinated and approved by the Rehabilitation Therapy Services Assistant Director in advance of the day worked.
7. Requests for additional time off will be handled via the Advance Request for Time Off forms. Once scheduled, a therapist will be required to work. If a therapist requests additional time off, which includes Saturday or Sunday for which s/he has already been scheduled, it is his/her responsibility to find a replacement and communicate any "trades" with his/her supervisor. The supervisor is responsible to confirm the trade in writing to both parties. The supervisor will not schedule a therapist to work a Saturday or Sunday when days off immediately preceding or following that weekend are already approved.
8. When a therapist is scheduled to work a Saturday or Sunday which is part of a county holiday (three day) weekend, efforts will be made to allow the therapist the same number of contiguous days off within the same pay week. Scheduling will be made by taking employee preferences, as well as staffing levels, into consideration.
9. Efforts will be made to establish a consistent pool of employees to fill weekend schedule openings. A rotational on-call schedule for permanent staff will be established when necessary in the three-month rotation schedule. Scheduled on-call staff will receive on-call pay in accordance with Local One MOU section 9. Weekend on-call hours are the four (4) hours between 7:00 am through 11:00 am, unless agreed otherwise.
10. In the event of staff illness, the staff member will contact the Assistant Director or designated replacement supervisor. The director/supervisor will notify the on-call staff member of the need to fill the assigned shift.
11. In emergency circumstances, the supervisor can implement a mutually agreeable modified treatment schedule with the employee providing that coverage. Overtime will be authorized when necessary.
12. A prioritization list will be utilized to assist therapists in their efforts to coordinate treatment. These priorities will be developed by the supervisor with staff input, and will be shared with medical and nursing personnel.

**CCCRMC Rehabilitation Therapy Services
Occupation/Physical Therapist and Therapist Aide Weekend Rotation Schedule
Six-Month Review**

EVENINGS

1. Patient waiting lists and available evening Health Center hours may result in the need for evening staffing assignments.
2. Assignments will initially be limited to current Rehabilitation Clinic Locations, Richmond and Pittsburg. Should services be expanded to additional ambulatory care sites which necessitate evening hours, the department will meet and confer as required regarding staff assignments/hours.
3. A rotation of all clinically competent staff will be utilized while permanent voluntary staffing is pursued.

Signatures below acknowledge acceptance of the agreement



Bill Schlant, Lead Business Agent
CCC Employees Association, Local One

7/11/2000

Date



Dana Terrill, Personnel Services Assistant
Contra Costa County Health Services

7-10-00

Date

Weekend OTPT Staffing

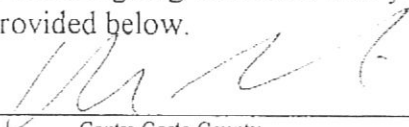
SIDE LETTER AGREEMENT
HOLIDAY COVERAGE AT REGIONAL MEDICAL CENTER
FEBRUARY, 1999

ATTACHMENT X

Contra Costa Regional Medical Center has requested 24-hour Stationary Engineer coverage for County holidays. To try to ensure adequate coverage and to be fair and consistent in determining how coverage is provided, the following procedure is being implemented.

1. At least 30 days prior to a County holiday, the Facilities Maintenance Manager or designee will circulate/post a request for holiday coverage of a least one Engineer for each of three shifts: day, swing and graveyard.
2. Employees will be selected in seniority order if more than one permanent Engineer signs up for any shift.
3. If all shifts cannot be covered voluntarily, then inverse seniority will be used to fill any remaining shifts. If there are "ties" among Engineers for lowest seniority, then a "random" selection will be made (e.g. drawing numbers).
4. An exception to the above will be used to cover the following four holidays: Thanksgiving and Friday following, Christmas and New Years. These four holidays will be posted at the same time each year to allow for a more equitable distribution of required overtime. Any shifts which cannot be filled on a voluntary basis will be filled using either temporary staff or permanent staff in inverse seniority order. For example, if there are five shifts to be filled, then the five least senior staff will be put into the pool, and a random selection made such that each of them will fill one shift.
5. Nothing herein precludes any Stationary Engineer or Lead Stationary Engineer, temporary or permanent staff from volunteering for shifts. It will be the decision of management as to the appropriateness of paying overtime, using temporaries, staff from downtown assignments and/or Lead staff to fill shifts.
6. Management reserves the right to make changes to this agreement as may be necessary due to staffing issues, budgetary constraints, Health Services Department service needs or other operational issues. Should changes be necessary, management agrees to meet and confer with Local No. 1 on the implemetation of those changes.

If the foregoing conforms with your understanding, please indicate your acceptance in the space provided below.


Contra Costa County
Employees' Assoc. Local No. 1
4-20-99
Date


General Services Dept.
4/18/99
Date

**CONTRA COSTA COUNTY
RETURN TO WORK POLICY
FOR INJURY OR ILLNESS**

- I. POLICY: Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.
 - A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.
 - B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.
- II. OBJECTIVE: The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. SCOPE OF POLICY: All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.
- IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.
 - A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.
 - B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible,

the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

C. In the event that an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:

1. The restrictions recommended by the employee's treating physician or QME, if applicable;
2. The operational and financial needs of the department; and
3. The availability of a suitable work assignment.

Either party may appeal the Committee's decision in writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

The principle responsibility for implementing the Return to Work Policy rests with the appointing authority. Departments will also:

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.
2. Appoint a Departmental Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Departmental Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments on the County AK143 for Attachment 3. They will also maintain a centralized record of all assignments.
3. Inform department employees of the Return to Work Policy.

4. Implement restricted duty assignments for temporarily disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.
5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.
6. The Department Return to Work Coordinator shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily disabled employee shall:

1. Notify the department of an industrial or non-industrial injury or illness.
2. If it is an industrial injury, seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County. Physician's Statement of Ability to Work, AK142, see attachment 1 for industrial injuries and attachment 2 for non-industrial injuries.
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations recommended by the employee's treating physician or QME, if applicable, and must be approved by the Departmental Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, as supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
5. For accepted industrial injuries, failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.
2. Assist departments in identifying and developing suitable restricted duty assignments.
3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.
4. Provide, as necessary, counseling and other rehabilitative services to employees placed on restricted duty.
5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.
6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department head. In the event a department does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

Oversee the administration of this policy and provide ongoing education of department heads, managers, and departmental return to work coordinators concerning this policy.

VI. DEFINITIONS:

- A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable

position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

- B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.
- C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.
- D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Worker's Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.

For non-industrial injuries, the County will follow the regulations of both the EEOC and DFEH on the issue of temporary modified duty.

- E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (5) County employees appointed from the three (3) largest employee organization in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organization must be present in order to constitute a quorum.
- F. Risk Manager: The person designated by the County Administrator to serve as Risk Manager.
- G. County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V (C).

CONTRA COSTA COUNTY

PHYSICIAN'S STATEMENT OF ABILITY TO WORK

Dear Physician;

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury
or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: _____	WORK LOCATION: _____
DEPARTMENT: _____	# OF HOURS PER DAY: _____
JOB TITLE: _____	# OF DAYS PER WEEK: _____

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE? _____ YES _____ NO
EXPLAIN: _____

WILL THE DRUG AFFECT OTHER DUTIES:
EXPLAIN: _____

Computer Work:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY

HOURS PER DAY

COMMENTS

_____ 0 - 5	Lbs.	_____	_____
_____ 5 - 10	Lbs.	_____	_____
_____ 10 - 15	Lbs.	_____	_____
_____ 15 - 20	Lbs.	_____	_____
_____ 20 - 25	Lbs.	_____	_____
_____ 25 - 50	Lbs.	_____	_____
_____ 50 - 75	Lbs.	_____	_____

PHYSICAL ACTIVITIES

HOURS PER DAY

COMMENTS

_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

PHYSICAL ACTIVITIES (Cont'd)	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Crawling	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Pulling	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Pushing	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Kneeling	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Reaching above shoulder level	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Reaching below shoulder level	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Twisting the body	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Climbing stairs	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Climbing ladders	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Climbing up and down embankment	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Shoveling or digging	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Operating foot controls	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Operate moving machinery	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Driving heavy equipment	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Driving automotive equipment	<input type="text"/>	<input type="text"/>

WORKING CONDITIONS	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Exposure to heat (85 ° - 90 °)	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Exposure to cold	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Exposure to dampness, water	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Walking on uneven ground	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Exposure to dust, fumes, and grass	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Exposure to heights	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Being around moving machinery	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Exposure to noise	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Respond to emergency situation	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Handle confrontational situation	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Wearing respiratory protection	<input type="text"/>	<input type="text"/>

WORKER TRAITS	HOURS PER DAY	COMMENTS
<input type="checkbox"/> Handle face to face contact with public	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Participate in formal proceedings, hearings	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Concentrate and meet deadlines	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Understand written and oral instructions	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Maintain professional relationship with supervisor, Co-workers and the public	<input type="text"/>	<input type="text"/>

DATE EMPLOYEE CAN START **LIMITED DUTY**: _____

LIMITED DUTY CAN BE: _____ FULL TIME _____ PART TIME

Number of Days per Week: _____ Number of Hours per Day: _____

ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: _____

ARE THE LIMITS LISTED PERMANENT _____ OR TEMPORARY _____? IF TEMPORARY, FOR HOW LONG? _____

PHYSICIAN'S SIGNATURE DATE

PHYSICIAN'S NAME ADDRESS

CONTRA COSTA COUNTY

PHYSICIAN'S STATEMENT OF ABILITY TO WORK

ADA/FEHA/non-industrial

Dear Physician:

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury
or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: _____ WORK LOCATION: _____
 DEPARTMENT: _____ # OF HOURS PER DAY: _____
 JOB TITLE: _____ # OF DAYS PER WEEK: _____

DESCRIBE NATURE OF DISABILITY(S) INCLUDING SYSTEMS OR BODY PARTS AFFECTED:

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE?

EXPLAIN: _____ YES _____ NO

WILL THE DRUG AFFECT OTHER DUTIES:

EXPLAIN: _____ YES _____ NO

Computer Work:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes	_____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY

HOURS PER DAY

COMMENTS

_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES

HOURS PER DAY

COMMENTS

_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

PHYSICAL ACTIVITIES (Cont'd)**HOURS PER DAY****COMMENTS**

<input type="checkbox"/> Crawling	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Pulling	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Pushing	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Kneeling	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Reaching above shoulder level	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Reaching below shoulder level	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Twisting the body	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Climbing stairs	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Climbing ladders	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Climbing up and down embankment	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Shoveling or digging	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Operating foot controls	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Operate moving machinery	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Driving heavy equipment	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Driving automotive equipment	<input type="text"/>	<input type="text"/>

WORKING CONDITIONS**HOURS PER DAY****COMMENTS**

<input type="checkbox"/> Exposure to heat (85 ° - 90 °)	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Exposure to cold	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Exposure to dampness, water	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Walking on uneven ground	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Exposure to dust, fumes, and grass	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Exposure to heights	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Being around moving machinery	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Exposure to noise	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Respond to emergency situation	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Handle confrontational situation	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Wearing respiratory protection	<input type="text"/>	<input type="text"/>

WORKER TRAITS**HOURS PER DAY****COMMENTS**

<input type="checkbox"/> Handle face to face contact with public	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Participate in formal proceedings, hearings	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Concentrate and meet deadlines	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Understand written and oral instructions	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Maintain professional relationship with supervisor, Co-workers and the public	<input type="text"/>	<input type="text"/>

DATE EMPLOYEE CAN START **MODIFIED**

DUTY: _____

MODIFIED DUTY CAN BE: _____ FULL TIME _____ PART TIME _____

Number of Days per Week: _____ Number of Hours per Day: _____

ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: _____ARE THE LIMITS LISTED PERMANENT _____ OR TEMPORARY _____? IF TEMPORARY, FOR
HOW LONG? __________
PHYSICIAN'S SIGNATURE_____
DATE_____
PHYSICIAN'S NAME_____
ADDRESS_____
TELEPHONE NO._____
FAX NO.

**COUNTY OF CONTRA COSTA
LIMITED DUTY ASSIGNMENT & EXTENSION FORM**

DEPARTMENT:	
NAME OF EMPLOYEE:	DATE OF INJURY OR ILLNESS:
JOB CLASSIFICATION:	INDUSTRIAL: <input type="checkbox"/> NON-INDUSTRIAL:
WORK RESTRICTIONS PREVENTING RETURN TO REGULAR DUTY:	PART (S) OF BODY AFFECTED:
PHYSICIAN APPROVING RELEASE TO LIMITED DUTY* NAME:	DATE OF EXAM/TREATMENT:

LIMITED DUTY IS A TEMPORARY ASSIGNMENT PROVIDED TO EMPLOYEES WHO ARE PRECLUDED FROM PERFORMING REGULAR JOB DUTIES ***FOR UP TO A 3-MONTH PERIOD*** OF TIME DUE TO INJURY OR ILLNESS. LIMITED DUTY CAN BE EXTENDED BY THE DEPARTMENT FOR AN ADDITIONAL THREE MONTHS. **ANY LIMITED DUTY ASSIGNMENT BEYOND 6 MONTHS IS MEDIATED BY THE COUNTY'S REHABILITATION COMMITTEE. PAY AND BENEFITS WILL BE PRORATED FOR PART-TIME WORK SUBJECT TO SALARY AND WORKERS' COMPENSATION REGULATIONS AND M.O.U. AGREEMENTS.**

ALL ABSENCES FROM WORK SHOULD BE ROUTED THROUGH YOUR SUPERVISOR, PARTICULARLY THOSE WHICH ARE RELATED TO YOUR ILLNESS OR INJURY, WHETHER OR NOT IT IS INDUSTRIAL. IF YOU ARE OFF ON VACATION OR SICK LEAVE THAT IS NOT CONNECTED WITH YOUR INJURY OR ILLNESS, PLEASE FOLLOW ESTABLISHED PROCEDURES.

INITIAL ASSIGNMENT	LIMITED DUTY WILL START: _____
FIRST EXTENSION <input type="checkbox"/>	AND IS
SECOND EXTENSION <input type="checkbox"/>	EXPECTED TO END: _____

DESCRIPTION OF LIMITED DUTY ASSIGNMENT: _____

WORK LOCATION: _____

WORK HOURS/DAYS OF WEEK: _____

SPECIFIC DUTIES (attach list of duties if available): _____

***A CURRENT PHYSICIAN'S STATEMENT MUST ACCOMPANY THIS FORM**

WE HAVE REVIEWED THE CURRENT MEDICAL RELEASE AND AGREED TO THE ABOVE LIMITED DUTY ASSIGNMENT AND THE REQUIREMENTS OUTLINED IN THE LIMITED DUTY ASSIGNMENT. ANY CHANGES TO THE LIMITED DUTY ASSIGNMENT MUST FIRST BE APPROVED BY THE SUPERVISOR AND/OR THE DEPARTMENT DISABILITY COORDINATOR. SOME CHANGES MAY REQUIRE PRIOR MEDICAL APPROVAL.

SIGNATURE OF EMPLOYEE	DATE	LIMITED DUTY SUPERVISOR	DATE
DEPARTMENT DISABILITY COORDINATOR		DATE	

The Board of Supervisors

Tom Powers, 1st District
Nancy C. Fahden, 2nd District
Robert I. Schroder, 3rd District
Sunne Wright McPeak, 4th District
Tolm Tortakson, 5th District

County Administrator

Phil Batchelor
County Administrator



Health Services Department

OFFICE OF THE DIRECTOR

Mark Finucane, Director

Administrative Offices,
20 Allen Street
Martinez, California 94553

Phone: (415) _____
Fax: (415) 370-5098

May 16, 1991

Henry L. Clarke
General Manager
Contra Costa County
Employees Association Local #1
P. O. Box 222
Martinez, CA 94553

Dear Mr. Clarke,

This letter confirms the understandings reached in our meetings and approved by your membership regarding disbanding the Mental Health Treatment Specialist deep class.

- I. The following classifications will be created subject to approval by the Board of Supervisors, effective May 1, 1991. Concurrent with approval of these classes, the Mental Health Treatment Specialist deep class will be abandoned and clinical specialty flags deleted.
 - A. Mental Health Specialist I: This class requires a baccalaureate degree and no license. This class will be allocated to an extended salary range with steps 5% apart. The top step of this class will be equal to the flat rate salary of the Senior Mental Health Worker class.
 - B. Mental Health Specialist II: This class requires a Master's degree and no license. Current incumbents of the Mental Health Treatment Specialist B level who do not possess a master's degree will have access to this class through a substitution pattern as described in the draft specifications. Incumbents of the class of Senior Mental Health Worker who obtain a baccalaureate degree on or before January 1, 1993 will be eligible for reallocation to this class through the same substitution pattern. This class will be allocated to an extended salary range with steps

2-1/2% apart. The top step of the class will be equal to the top step of the current Mental Health Treatment Specialist B level.

- C. Senior Mental Health Counselor: This class is a terminal class of which the four unlicensed Mental Health Treatment Specialist C level incumbents will be the sole incumbents. This class will be allocated to a flat rate equivalent to the top step of the Mental Health Treatment Specialist deep class.
- D. Mental Health Clinical Specialist: This class requires licensure, either MFCC or LCSW. This class will be allocated to an extended salary range with steps 2 1/2% apart. The top step of this class will be equivalent to the top step of the Mental Health Treatment Specialist deep class.
- E. Clinical Psychologist: This class requires licensure as a psychologist. This class will be an extended salary range with steps 2 1/2% apart. The top step of this class will be 5% above the top step of the Mental Health Clinical Specialist.

II. Incumbents of either the Mental Health Clinical Specialist or Clinical Psychologist classes may be designated as unit leaders on units which provide twenty-four hour coverage, including the detention facilities. 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 3% of their base salary until such time as the unit leader assignment terminates. Unit leaders will continue to receive the 3% 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.

III. Upon approval of these classes by the Board of Supervisors, each incumbent of the Mental Health Treatment Specialist deep class will be reallocated as follows: unlicensed Mental Health Treatment Specialist B level incumbents will be reallocated to the class of Mental Health Specialist II; unlicensed Mental Health Treatment Specialist C level incumbents will be reallocated to the class of Senior Mental Health Counselor; licensed (MFCC or LCSW) incumbents of Mental Health Treatment Specialist B and C level will be reallocated to the class of Mental Health Clinical Specialist; and licensed psychologists will be reallocated to the class of Clinical Psychologist.

- IV. A. During the two year period following the approval of these classes, individuals who meet the minimum qualifications of any of the higher level classes, with the exception of the Senior Mental Health Counselor class, will be reallocated or reclassified without examination to the applicable higher class as appropriate. This provision shall apply only to those employees who are in these classes at the time of implementation. Extensions to the window period may be granted by the Division Director on a case by case basis if an incumbent is scheduled to sit for the first licensing exam after the conclusion of the window period.
- B. After this window period, movement between classes will be by examination only or other applicable provisions of the Personnel Management Regulations.
- V. For the classes described herein, Section 20.4 of the Memorandum of Understanding (bid procedure) will be superceded by the following:

Permanent employees may request reassignment to vacant permanent positions in the same 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 five (5) calendar days. The notice shall specify job characteristics and shall be posted only once. The supervisor may begin interviewing bidders immediately upon posting the bid notice. 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 the minimum qualifications for the position including bilingual ability if the position is so designated, 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 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, employees still on probation in a permanent position and employees who have been in their current assignment less than three (3) months may not bid for reassignment under this procedure.
 - F. Employee Selection: 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. The 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. In addition to interviewing eligible bidders, the supervisor shall be entitled to interview individuals from the appropriate employment list. The union agrees to certification of names for these classes from the employment list under Personnel Management Regulations section 711, Rule of the List, upon request of the Appointing Authority and subject to the approval of the County's Director of Personnel.
 - 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.
- VI. In the event of layoffs in any of the classes which replace Mental Health Treatment Specialist, incumbents of the new classes will have displacement (bumping) rights into any of the replacement classes which are at the same or lower salary range at the time of the layoff and for which they meet the minimum qualifications. Displacement rights will be based on seniority and, pursuant to the terms of Section 11 of the Memorandum of Understanding, incumbents will bring

their seniority in the Mental Health Treatment Specialist to the new classes upon reallocation. The department will continue its historical practice of making any required reductions based on programmatic needs.

VII. In order to minimize the immediate fiscal impact of this agreement, advancement along the new salary ranges will be as follows:

- A. In each of the first two years following Board approval of the new classes, merit increments will be limited to one step (2 1/2%) on the applicable salary range for those individuals currently at the salary ceiling for their respective level in the Mental Health Treatment Specialist deep class who are reallocated into a new class which has a higher salary ceiling. Current incumbents of the Mental Health Treatment Specialist deep class who have not yet reached the salary ceiling for their respective level at the time of reallocation into the replacement classes and new appointees to any of the replacement classes will be eligible for merit increments pursuant to applicable provisions of the Memorandum of Understanding unless granting of such an increment would result in their placement at a higher salary step in the respective class than an incumbent whose merit increment is restricted to 2 1/2%, in which case the merit increment of the eligible incumbent will be restricted to 2 1/2%.
- B. Beginning in the third year, increments of up to two steps (5%) on the applicable salary range may be granted for all incumbents, based on an affirmative recommendation by the supervisor.
- C. It is understood that all classes will receive any general wage adjustments which result from contract negotiations.

VIII. An oversight committee of three representatives selected by the union and three representatives selected by management will meet on an as needed basis during the first year following the Board's approval of this proposal to review any questions or issues which arise as the result of its implementation.

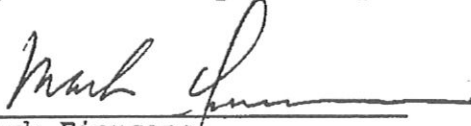
IX. The grievability of the terms of this agreement will be limited to Sections IV A., VI and VII.

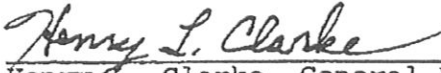
X. Pursuant to County policy, any class which has an extended salary range (more than 5 steps) is defined as a deep class regardless of whether or not the class

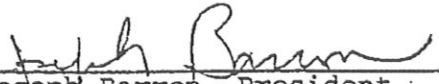
has levels. To comply with that policy, a deep class resolution describing any terms and conditions of employment not defined in the Memorandum of Understanding, will be presented for approval by the Board for these classes. The union will have the right to review this resolution before it is placed on the Board's agenda.

- XI. The Department will recommend to County Personnel that testing for the licensed classes will be conducted every six months.

If the foregoing conforms to your understanding of the agreements reached regarding disbanding the Mental Health Treatment Specialist deep class please sign below.


Mark Finucane
Health Services Director


Henry L. Clarke, General Mgr.
Contra Costa County Employees
Association Local #1


Joseph Barron, President
A/DA/MH Unit

PUBLIC EMPLOYEES UNION LOCAL ONE

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Contra
Costa
County

To: Board of Supervisors
From: LEGISLATION COMMITTEE
Date: January 20, 2015

Subject: Proposed 2015 Federal and State Legislative Platforms and 2014 Year-End Legislative Activity Reports

RECOMMENDATION(S):

1. ACCEPT the Year-End reports on the County's 2014 federal and state legislative programs.
2. ADOPT the proposed Contra Costa County 2015 Federal and State Legislative Platforms, as recommended by the Legislation Committee.
- 3.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: L. DeLaney,
925-335-1097

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

DIRECT the County Administrator's Office to return to the Board of Supervisors, as necessary, to update the County's 2015 Legislative Platforms to reflect intervening legislative actions.

4. DIRECT the County Administrator's Office 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 Legislation Committee and/or 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 2015 Federal and State Legislative Platforms.

FISCAL IMPACT:

No direct impact to the County from the acceptance of the Year-End reports and the adoption of the Legislative Platforms.

BACKGROUND:

In January of each year, Year-End reports are submitted to the Board of Supervisors on the County's federal and state legislative programs and activities for the prior calendar year. At the same time, the Board of Supervisors also considers and acts on the proposed Federal and State Legislative Platforms for the coming year.

Year-End reports for 2014 were prepared by the County's federal advocate, Mr. Paul Schlesinger of Alcalde & Fay and by the County's state advocate, Ms. Cathy Christian of Nielsen Merksamer Parrinello Gross & Leoni LLP.

2014 FEDERAL LEGISLATIVE PROGRAM YEAR-END REPORT

Despite an increasingly partisan and immobilized Congress, and in the face of the continuing restrictions on earmarks, we are pleased to report that significant progress was made in 2014 on several federal fronts of importance to Contra Costa County.

To begin, funding was obtained for water resources projects that are high on the County's priority list. In the years since Congress self-imposed an earmark ban, appropriations bills have contained additional, unallocated funding for the Army Corps of Engineers, with instructions that the Corps itself determine how these additional monies be spent as part of a work plan to be submitted to Congress.

Our federal advocates worked with County staff and officials in securing, as part of the Army Corps Work Plan prepared for FY 2014 and released in March 2014, \$930,000 for the Pinole Shoal Management Study, an additional \$30,000 for San Pablo Bay/Mare Island Strait (in addition to the \$750,000 initially requested by the Administration, for a total of \$780,000), and an additional \$100,000 for the San Francisco Bay to Stockton Navigation project, bringing the total for that project for the year to \$800,000. As a result of these efforts, the following amounts were provided in FY 2014 for Army Corps of Engineers projects of particular interest to the County:

Investigations

- San Francisco Bay to Stockton - \$800,000

Operations & Maintenance

- San Pablo Bay/Mare Island Strait Maintenance Dredging: \$780,000
- Suisan Bay Channel Maintenance Dredging: \$2,026,000

In addition, in the FY 2015 Omnibus Appropriations bill enacted with the President's signature in December 2014, Army Corps funding was included for the following County priority projects, in the following amounts:

- San Pablo Bay/Mare Island Strait Maintenance Dredging: \$2.4 million
- Suisun Bay Channel Maintenance Dredging: \$2.4 million

We are working now to secure/increase funding for all Army Corps' projects of interest to the County as part of the FY 2015 work plan. As you will recall, and consistent with past few years, Congress does not add money for specific projects to the amounts requested by the Administration, as doing so would constitute an earmark (though they may reduce amounts). However, as with past few years since its self-imposed earmark ban was instituted, the bill adds funding to each of the major funding accounts and directs the Corps to determine how the additional funding will be applied for projects not funded or under-funded, in the President's request, and to report to Congress with this work plan within 60 days of enactment.

2014 also saw the June enactment of the Water Resources Reform and Development Act(WRRDA), authorizing Army Corps programs and substantially revising the manner in which Corps projects are authorized. This legislation was used as a vehicle to advance solutions to policy and process issues with the Army Corps, including levee vegetation policy issues and credit for work-in-kind. With respect to levee vegetation, Section 3013 requires the Corps to re-issue regulations regarding vegetation on levees that incorporate regional characteristics, habitat for species of concern, and levee performance.

Also included in the WRRDA bill (Section 6004(a)) is a provision requested by Contra Costa County that de-authorizes the lowest reach of Lower Walnut Creek. This de-authorization will facilitate improvements to the existing facilities in a manner that will enhance ecosystem values without undue federal interference by taking it out of Army Corps control. De-authorizing this four-mile segment eliminates unnecessary U.S. Army Corps bureaucracy and allows the Contra Costa County Flood Control and Water Conservation District to directly perform flood control and habitat restoration on the remaining 18 miles of the Walnut Creek Project.

Section 1018 of WRRDA will overturn an Army Corps interpretation of law and require them to provide credit toward our non-federal share of the Wildcat Creek project based upon work that the County has already performed.

Funding for Mt. Diablo Mercury Mine Clean-up

We continued to work in 2014 toward securing federal funding in the amount of \$483,000 for clean-up of the Mt. Diablo Mercury Mine. Given the current moratorium on earmarks, we recognized that it would not be possible to secure a line-item appropriation for this important project. However, with the language that we previously worked to include in the Statement of Managers accompanying the 2007 Water Resources Development Act (WRDA), which directed the Army Corps to give priority consideration to the Mt. Diablo Clean-up when allocating funds made available for the Remediation of Abandoned Mine Sites program (RAMS), we also recognized that any funding made available in Appropriations bills for the general RAMS program is almost certain to be provided for our project.

We are pleased that the Omnibus Appropriations bill, at the County's request, includes \$2 million for the RAMS program. Senator Feinstein has been the champion in securing funding for this program. Her staff has been quite explicit in telling us that the funding is intended to assist with our project. In separate discussions that County staff and our advocate had during the year with Corps staff responsible for implementing this program, we understand their intent to make available for our project such funds as might be necessary and timely for its moving forward. So, it would appear that there will be sufficient funds to allow the Corps to provide the \$483,000 we require for the Mt. Diablo Mercury Mine Clean-up Project.

Advocacy related to the Sacramento-San Joaquin Delta

Our federal advocate has worked diligently with County officials and staff in advocating with the federal government to achieve the County's objectives with regard to the Delta. Alcalde & Fay's efforts on the County's behalf have been in conjunction with other federal advocates working on behalf of their clients; other members of the Delta Counties Coalition (DCC). Moreover, they have assisted the County in playing a lead role within the DCC on developing and implementing Delta strategies as they relate to the Army Corps of Engineers.

During DCC trips to Washington, Alcalde & Fay secured meetings with senior Corps officials, in addition to coordinating scheduling for the DCC and arranging for many of the meetings scheduled with Congress and the Executive Branch. Alcalde & Fay have been the lead among DCC advocates with regard to work not just with the Corps and the Office of Management and Budget, but with the House Committee on Transportation and Infrastructure, the Senate Committee on Environment and Public Works, the Senate and House Appropriations Committees, Senators Boxer and Feinstein, as well as Congressmen Miller, McNerney, Thompson, Huffman, and Swalwell.

Related to the work with the County on the Delta, Alcalde & Fay also provided a channel of communication and information between the County and the Hill on the various iterations of drought-related legislation that were moving through the legislative process over the course of the year.

Other Advocacy Projects

In addition to managing the issues on the County's legislative platform, our federal advocates have also assisted the County when new issues surfaced that required attention or communication with our delegation. Below are a few examples that illustrate the breadth of their support for the County:

- Communicated County's support to our Delegation and others on the Hill of the Bicycle and Pedestrian Safety Act;
- Assisted the County related to its concerns about increased shipments of crude oil by rail;
- Worked to maintain level funding for the Cooperative Endangered Species Conservation Fund and its Habitat Conservation Plan subaccount;
- Worked to maintain funding for Title IV-E funding under the Administration for Children and Families;
- Worked to maximize federal funding for the State Criminal Alien Assistance Program (SCAAP).

Activities such as these certainly contribute to the perception around Capitol Hill and elsewhere in Washington that Alcalde & Fay serves as the County's office here in town; a place that these offices can call, trusting that they will be communicating, if through an agent, with appropriate County officials.

As always, it has been a privilege to represent the County with their efforts as they relate to the federal government. Alcalde & Fay would be pleased to elaborate on any aspect of this work, and look forward to continuing our efforts in the year ahead.

PROPOSED 2015 FEDERAL LEGISLATIVE PLATFORM

Each fall, the County Administrator's Office initiates the development of the coming year's State and Federal Legislative platforms by inviting members of the Board of Supervisors, Department Heads and key staff to provide recommended changes or additions to the current adopted Platforms. In October, departments were invited to provide suggested changes to the Federal Platform by submitting input in writing. Staff also consulted with our federal lobbyist, Paul Schlesinger of Alcalde & Fay, on the development of the County's Proposed 2015 Federal Platform. The public was invited to provide comments at committee meetings.

The Legislation Committee reviewed the 2015 Proposed Federal Platform in November and December 2014; the Transportation, Water and Infrastructure Committee (TWIC) also reviewed relevant sections of the Federal Platform, and both Committees recommend that the Board of Supervisors adopt the Proposed 2015 Federal Platform as amended. (See **Attachment A**.)

The 2015 Federal Legislative Platform identifies 10 funding needs for Contra Costa County in FFY 2016 and 4 requests for the re-authorization of the federal transportation act.

FEDERAL FUNDING NEEDS

Changes from the 2014 Platform: Owing to the fact that appropriations requests, also known as federal earmarks, are no longer being considered by Congress in the federal budget development process, the County no longer identifies projects for appropriation but, instead, recognizes funding needs for federally-sponsored projects.

The Proposed Platform includes 10 identified project needs for FFY 2016, with no proposed changes from 2014. Text changes reflect updated federal funding needs (project cost estimates) and/or project descriptions.

REAUTHORIZATION OF FEDERAL TRANSPORTATION ACT

Changes from the 2014 Platform: Minor text changes to projects are proposed. These text changes include the addition of the "**Marsh Creek Corridor Multi-Use Path**" and its associated cost to the "Eastern Contra Costa Trail Network." (p. 5), and the support for "**federal funding for the rehabilitation and replacement of rail bridges.**" (p. 6).

REAUTHORIZATION OF WATER RESOURCES DEVELOPMENT ACT

Changes from the 2014 Platform: This section was deleted, due to the passage of a WRDA bill in 2014 called the "Water Resources Reform and Development Act (WRRDA) of 2014." WRRDA is the primary legislation by which Congress authorizes the Corps of Engineers' key civil works missions, including navigation, flood risk management and environmental restoration. WRRDA is strictly an authorizing legislation; it does not include funding. The funding of WRRDA-authorized studies and projects is accomplished separately as part of the annual appropriations process. Congress is unlikely to undertake another similar bill in 2015.

APPROPRIATIONS AND GRANTS--SUPPORT POSITIONS

Changes from the 2014 Platform: This section was amended to include the following: "**Northern Waterfront Initiative** – support funding for a short-line railroad feasibility study for the Northern Waterfront Corridor and a Land-Use Cost-Benefit/Fiscalization study for the Northern Waterfront." (p. 9).

There were also minor text changes to the **Regional Habitat Planning and Conservation** to reflect the current total of funds received in the past eight years. (p. 10).

FEDERAL PLATFORM POLICY POSITIONS

Changes from the 2014 Platform:

1. The Board of Supervisors' adopted Delta Water Platform was added by reference (p. 12): "**Delta Water Platform:** To protect the Sacramento-San Joaquin Delta from various detrimental forces that are affecting its health and resources, it is the policy of Contra Costa County to support implementation of projects and actions that will help improve the Delta ecosystem and the economic conditions of the Delta. Contra Costa County has developed a Delta Water Platform to identify and promote activities and policy positions that support the creation of a healthy Sacramento-San Joaquin Delta. Contra Costa County will use this Platform to guide its own actions and advocacy in other public venues regarding the future of the Delta.

The Delta Water Platform is comprised of twenty subject areas. Each of these subject categories contains relevant policies and background explanatory language. The policies and background information can be found in the Delta Water Platform, which is included in this document by reference."

2. Under "**Health**," the following policy position was added (p. 13-14): "SUPPORT full funding of the Federal Medicaid program. Medicaid provides access to health care for people whose income and resources are

insufficient to pay for health care. It is jointly funded by Federal and State governments. The Patient Protection and Affordable Care Act (also known as the ACA) significantly expanded both eligibility for and federal funding of Medicaid. Support full funding of Medicaid by the Federal government. OPPOSE amendments to the ACA that would reduce support for Medicaid/Medi-Cal payments to providers."

3. The following new policy was added (p. 15-16): "**Rail Safety** – Contra Costa County is home to a substantial oil refinery industry with four refineries located in the County. The County supports Senator Heitkamp's *Railroad Emergency Services Preparedness, Operational Needs, and Safety Evaluation (RESPONSE) Act, S. 2547*, which would establish a Federal Emergency Management Agency (FEMA) panel focused on railroad incident first responders. By bringing together under FEMA's National Advisory Council all relevant agencies, emergency responders, technical experts, and the private sector for a review of training, resources, best practices, and unmet needs related to emergency responders to railroad hazmat incidents, the RESPONSE Act will begin the process of addressing shortcomings in existing emergency response practices and procedures. It will also address the effectiveness of funding levels related to training local emergency responders for rail hazardous materials incidents.

The County also supports FEMA funding for the training of first responders, regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders."

4. The following new policy was added (p. 16-17): "**SparkPoint, Service Integration** – The County will support federal funding for the establishment and operation of SparkPoint and Service Integration models. SparkPoint Centers are one-stop, financial-education centers that help individuals and families who are struggling to make ends meet. SparkPoint helps clients address immediate financial crises, get them back on their feet, and build financial security. Each center brings together a full range of services at one convenient location, including job training, career development and financial coaching, as well as access to higher education and savings accounts. The Contra Costa County Service Integration Program co-locates county and non-profit agency service providers and community residents in neighborhood-based family service centers to provide accessible, coordinated public services tailored to meet the specific needs and goals of low-income families, while also engaging families in resident-driven efforts to revitalize their communities."

5. Text changes to "**Water Quality, Quantity and Delta Outflow**" (p. 20) to incorporate reference to the Board's adopted resolution on "Water, Ecosystem Health and other Issues Related to the San Francisco Bay and the Sacramento –San Joaquin River Delta (No. 2012-46)."

6. Deletion of 2014 policy "**Workforce Investment Act (WIA) Reauthorization**," since a bill to reauthorize this act was passed by Congress (after a 10 year delay) in 2014, entitled the "Workforce Innovation and Opportunity Act (WIOA)."

President Barack Obama signed the **Workforce Innovation and Opportunity Act (WIOA)** into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. In general, the Act takes effect on July 1, 2015, the first full program year after enactment, unless otherwise noted.

2014 STATE LEGISLATIVE PROGRAM YEAR-END REPORT

As required, each year our state lobbyist, Cathy Christian of Nielsen Merksamer, submits a "Year-End Report" summarizing the major legislative activities and advocacy undertaken during the year on behalf of Contra Costa County. That report is included in **Attachment B**.

The legislative activity related to transportation is provided by staff in the Department of Conservation and Development, Mr. John Cunningham, with advocacy services provided by Mr. Mark Watts from the firm Smith, Watts & Martinez. Mr. Cunningham prepared the following summary of key legislative activity during 2014:

Bikeway Network Funding: Senator Mark DeSaulnier's bill (SB 1183) authorizes local agencies, including cities and park districts, to place proposals on the ballot that, with a two-thirds vote from local residents, would impose a motor vehicle registration surcharge of up to \$5 in those districts, with the proceeds going to developing and maintaining bikeway networks. The bill did not generate substantial interest in Contra Costa County, likely due to the presence of our self-help transportation funding structure and an active park district (with associated revenue stream).

School Siting and Safety: The County's effort to reform state school siting policies and practices and improve school area safety continued in 2014 with minimal progress:

1) Three school zone and bike/pedestrian safety bills that the Board of Supervisors expressed support for were vetoed by the Governor:

- AB 2398 (Levine) established a definition of a "vulnerable road user" and increased fines for injuries to the same (cyclists, pedestrians, equestrians, construction/maintenance workers, persons in wheelchair, personal mobility devices or tractors)
- AB 1532 (Gatto) increased fines for drivers leaving the scene of a motor vehicle collision
- SB 1151 (Cannella) increased fines for moving violations in school zones.

The County, in cooperation with CSAC, has a legislative proposal for 2015 which increases penalties in school zones and expands the statutory definition of a school zone. (*See Proposed 2015 State Platform.*)

2) *State School Siting Policy* reform was to be linked to the state school construction and maintenance bond bill (AB 2235 – Buchanan). That bill did not move through the legislative process due to the Governors stated opposition. Existing bond authority has been nearly completely expended, 2015 should see a new bill brought forward which is another opportunity to comment on policies.

PROPOSED 2015 STATE LEGISLATIVE PLATFORM

Each fall, the County Administrator's Office initiates the development of the coming year's State and Federal Legislative platforms by inviting members of the Board of Supervisors, Department Heads and key staff to provide recommended changes or additions to the current, adopted Platforms. In October 2014, departments were invited to meet with our State lobbyist in person and/or provide suggested changes to the State Platform by submitting input in writing. Staff also consulted the UCC Priorities and Policies for 2015, which informed the County's Proposed 2015 State Platform.

The Legislation Committee reviewed the Proposed 2015 State Platform in November and December 2014; the Transportation, Water and Infrastructure Committee (TWIC) also reviewed relevant sections of the Federal Platform, and both Committees recommend that the Board of Supervisors adopt the Proposed 2015 Federal Platform as amended. (See **Attachment C.**)

Notable changes from the adopted 2014 are summarized below.

1. **County Sponsored Legislation**: New legislative proposal from the Department of Conservation and Development:

Pursue legislation to improve traffic safety around schools in an effort to increase the walk/bike rate to school. Specifically the bill would do three things –

1. increase the prescriptive size of the school zone to 1320 feet (a quarter mile);
2. authorize performance methods for further expanding the zone - essentially an agency could perform a traffic study to establish the need to further expand the zone to be reflective of actual pedestrian/bicycle access patterns around schools, and
3. enhance penalties for speeding violations in those newly defined zones.

2. Minor text changes to the **County Advocacy Priorities** to reflect current status of issues.

3. Minor text change to Agricultural Policy #3 regarding support for "revisions to State school siting policies" to protect and enhance the viability of local agriculture. (p. 6)
4. Emergency Preparedness, Response Policy Addition #28: "SUPPORT legislation that expands school safety improvement programs such as education regarding and placement of automated external defibrillator(s) (AED(s)) in schools." (p. 10)
5. Health Policy Addition #83: "SUPPORT and encourage state, federal and/or private funding for pharmaceutical research for the development of new cannabis products which would meet Federal Drug Administration (FDA) standards of known strengths and attributes (and without unnecessary side effects) which would be dispensable through pharmacies and medical facilities consistent with State and Federal law." (p. 16)
6. Policy text changes to Human Services Policy #84 to increase County flexibility in the use of CalWORKs funds and in program requirements in order to better support the transition of welfare dependent families from welfare-to-work to self-sufficiency. (p. 17)
7. Human Services Policy Addition #95: "SUPPORT efforts to increase the number of subsidized child care slots to address the shortage of over 20,000 slots serving children 0-12 years of age in Contra Costa County; and SUPPORT efforts to enhance the quality of early learning programs and maintain local Quality Rating and Improvement Systems (QRIS) for early learning providers. *Affordable child care is key to low-income workers remaining employed and there is a significant dearth of subsidized child care slots. Increasing quality of early learning is important to developing skills in the next generation .*" (p. 19)
8. Human Services Policy Addition #96: "SUPPORT the restoration of funding for Facility Restoration and Repair (FRR) grants by California Department of Education. Increasing the funding amounts for facility restoration of early childhood education would allow for improved facilities at Head Start sites." (p. 19)
9. Human Services Policy Addition #98: "SUPPORT alignment of verification requirements for CalWORKs, CalFRESH and Medi-Cal programs to simplify the customer experience and reduce the potential for error. Consider letting all programs access the Federal Hub used through CalHEERS. *Currently these programs have different requirements for client verification, though they are all benefit programs. Alignment of verifications would make program administration more efficient and improve the client experience.*" (p. 19)
10. Human Services Policy Additions #100-103: (p. 20)
 100. SUPPORT ending the student restrictions that disallow CalFresh for poor students. Students should not be penalized for getting an education.
 101. SUPPORT Allowing all individuals in receipt of Unemployment Benefits (UIB) to be automatically eligible for CalFresh. *Applying for UI and CalFresh is duplicative because requirements of both programs are so similar. This would increase CalFresh uptake in an efficient way.*
 102. SUPPORT A State Earned Income Tax Credit. Developing a state earned income tax credit would incentivize work and reduce poverty. *The Federal EITC program is the most effective government antipoverty program and 22 other states have a state EITC.*
 103. SUPPORT establishing a State funded and administered General Assistance Program. *The General Assistance Program is 100% County funded. Moving it to the State would relieve pressure on the County budget and appropriately direct costs to the State.*
11. Law and Justice Systems Policy Addition #132: "ADVOCATE for State legislation banning the sale of alcopop products by businesses that sell alcoholic beverages. The California Department of Alcoholic Beverage Control is responsible for regulating the type of alcohol products that a business may sell. A type of flavored malt alcoholic beverage product known as "alcopops" has been identified as a contributor to under-age drinking in the County. The term alcopops usually refers to sweetened malt or alcoholic beverages that are typically sold in

single-serving bottles or cans." (p. 24)

12. Transportation Policy Addition #153: "SUPPORT legislative and administrative measures to enhance rail safety, increase state oversight of railroad bridges, provide funding for the training of first responders, and implement regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders." (p. 28)

13. Text addition to Waste Management Policy #156: Adding "sharps, and batteries" for producer responsibility management. (p. 29)

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not adopt a State and/or Federal Platform for 2015, the County will not have an approved platform from which to advocate for state and federal policies.

ATTACHMENTS

Attachment A: Proposed 2015 Federal Platform

Attachment B: 2014 State Year-End Report

Attachment C: Proposed 2015 State Platform



Proposed 2015 FEDERAL LEGISLATIVE PLATFORM

Contra Costa County



2015 FEDERAL LEGISLATIVE PLATFORM CONTRA COSTA COUNTY

Each year, the Board of Supervisors adopts a Federal Legislative Platform that establishes priorities and policy positions with regard to potential federal legislation and regulation. The 2015 Federal Legislative Platform identifies 10 funding needs for FFY 2016 and 4 requests for the reauthorization of the federal transportation act.

FEDERAL RELATED FUNDING NEEDS

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 – \$4,500,000 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; \$0 **FFY 2011-2013; \$930,000 FFY 2014.**)

2. Safe and Bright Futures for Children Exposed to Domestic Violence – \$400,000 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. 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** for the Army Corps of Engineers to complete the Technical Planning Process for the **clean-up project at the source and downstream area of the** Mt. Diablo Mercury Mine. 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 **area impacted by the** Mt. Diablo Mercury Mine. Several phases of the planning process have been completed, and this appropriation will allow the Corps to continue the planning process, which will include looking at watershed issues downstream of the mercury mine. 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** 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. CALFED Bay Delta Reauthorization Act Levee Stability Improvement Program (LSIP) – **\$8,000,000** 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; \$4.92M for FFY 2008; \$4.844M for FFY 2010.)

6. Suisun Bay Channel/New York Slough Maintenance Dredging – **\$8,700,000** 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 M appropriated for FFY 2005; \$4.619M for FFY 2006; \$2.82M for FFY 2007; \$2.856M for FFY 2008; \$2.768M for FFY 2009; \$3.819M for FFY 2010; **\$2.715M for FFY 2012; \$2.495M for FFY 2013; \$2.026M for FFY 2014.**)

7. San Pablo/Mare Island Strait/Pinole Shoal Channel Maintenance Dredging – **\$8,400,000** for the Army Corps of Engineers 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: \$1M appropriated for FFY 2005; \$2.988M for FFY 2006; \$896,000 for FFY 2007; \$1.696M for FFY 2008; \$1.058M for FFY 2009; \$2.518M for FFY 2010; **\$3.402M for FFY 2012; \$499,000 for FFY 2013; \$780,000 for FFY 2014.**)

8. San Francisco to Stockton (J. F. Baldwin and Stockton Channels) Ship Channel Deepening – **\$2,700,000** 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. This work focused on establishing economic benefit to the nation and initial salinity modeling in the channel sections. The following steps include detailed channel design, environmental documentation, cost analysis, additional modeling, and dredged material disposal options. This project continues to have enormous implications for oil refineries, ports, and other industries that depend on safe ship transport through the channel. (Note: \$500,000 appropriated for FFY 2005; \$200,000 for FFY 2006; \$200,000 for FFY 2007; \$403,000 for FFY 2008; \$1.34M for FFY 2009; \$0 for FFY 2010; \$0 for FFY 2011; \$800,000 for FFY 2012; \$1,546,900 for FFY 2013; \$800,000 for FFY 2014.)

9. State Route 4 / Old River Bridge Study – **\$1,000,000** 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.)

10. Knightsen/Byron Area Transportation Study - **\$300,000** 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.

REAUTHORIZATION OF FEDERAL TRANSPORTATION ACT

The Safe, Accountable, Flexible and Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), expired in 2009. SAFETEA-LU was renewed on ten occasions until the new program, Moving Ahead for Progress in the 21st Century (MAP-21) - a two year bill – was signed into law on July 6, 2012. MAP-21 is a 27-month bill that expired September 30, 2014 and was reauthorized until May 2015. The following are priority projects for which funding will need to be secured 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 proposed

improvements will complement a \$10 million completed project that was funded with American Recovery and Reinvestment Act funds.

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.

2. North Richmond Truck Route -- **\$25 million** 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. Several potential alignments have been identified, one of which was developed through a community planning process funded through an Environmental Justice planning grant from Caltrans.

3. Eastern Contra Costa Trail Network -- **\$11 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 (\$6 million); (2) Contra Costa segments of the Great California Delta Trail (\$3 million); (3) a transit supportive network of East Contra Costa trails in unincorporated County areas and the cities of Antioch, Brentwood, Oakley and Pittsburg (\$1 million); and **Marsh Creek Corridor Multi-Use Path (\$1 million)**.

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. (Potential Program: FTA – New Starts, FHWA/FTA Congestion Mitigation and Air Quality)

➤ **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 and safer roads that can better 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 widenings (turn lanes, clear zone/recovery areas, etc.), realignments, drainage improvements and intersection modifications often go unfunded, leaving such roads with operational and safety problems as well as insufficient capacity.

- **Transportation Funding for Disabled, Low-income, and Elderly Persons** – 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. The County supports continuation and increased funding levels for federal funding programs dedicated to transit services for these population groups. 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.
- **Surface Transportation Program/Highway Bridge Funding** – The County supports the continuation of funding levels consistent with the Highway Bridge funding program in previous transportation funding bills 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. **The County would also support federal funding for the rehabilitation and replacement of rail bridges.**

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**.*

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 (including potential replacement of the 60 year old control tower). 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 and full build out of the airport as shown in the Master Plan is dependent upon utility and 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 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. 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 Lanes – \$4.5 million for constructing northbound and \$20 million for constructing 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 \$4.5 million will close a funding gap and augment secured funding: \$6 million in Measure J (local sales tax measure) funds and \$2.6 million in State Transportation Improvement Program funds. The \$20 million is the total cost of the southbound truck climbing lane segment.

Northern Waterfront Initiative – support funding for a short-line railroad feasibility study for the Northern Waterfront Corridor and a Land-Use Cost-Benefit/Fiscalization study for the Northern Waterfront.

Regional Habitat Planning and Conservation – \$85 million 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. The County will support funding for the Fund to be restored to \$85 million, the 2010 funding level. 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 \$35.5 million from the Cooperative Endangered Species Conservation Fund in the past eight years and continuing this grant support is of vital importance to the successful implementation of that Plan. The County will pursue increasing appropriations to the Fund in partnership with numerous counties in northern and southern California and will support requests of the California Habitat Conservation Planning Coalition to increase the Fund up to \$85 million. 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. *Contra Costa County supports the legislation and participated in a feasibility study for the NHA through our seat on the Delta Protection Commission, which completed the study in 2012.*

Vasco Road-Byron Highway Connector – \$30 million 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.

2015 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**.*

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 **recent** 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 – Research continues to show that quality, affordable childcare is a necessity to ensuring a family’s stability and economic success. Currently in Contra Costa County, there are over 10,000 low-income children eligible for affordable childcare services, yet only 29% of that need is met. Research also shows that in addition to a child’s long-term success with school and

employment, investing in high-quality early care and education results in a higher than average return on investments in the areas of crime reduction and positive health, education and economic outcomes.

With regards to childcare, the County will support the President's "Preschool for All" Initiative meant to close America's school readiness gap and ensure all children have access to quality care by expanding high quality learning opportunities for children 0-5. This proposal includes:

- An increase of over 100,000 new childcare slots and \$12 billion over the next 10 years;
- A focus on children and their families who are at or below 200% of poverty;
- Financing through a new cost-sharing partnership with states, already a proven successful model with Head Start in Contra Costa County.

The County will also 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.

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 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 Budget Control Act (Act) passed by Congress in July 2011. The Act established mandatory spending caps on most federal programs through 2021, and arranged additional across-the-board annual spending cuts to federal defense and non-defense discretionary (NDD) programs over this same period.

Included in non-defense discretionary programs are critical local government oriented programs including the CDBG and HOME programs. These programs are successful and productive, leveraging significant funding from non-federal sources to help spur economic development. The County agrees that reducing the federal deficit is an important component of achieving long-term national economic stability, but targeting solely NDD programs like the CDBG and HOME programs will not achieve significant reductions and will hinder the County’s ability to provide critical services to its most vulnerable populations. The County will continue to oppose any further reductions in the CDBG and HOME programs as part of the Budget Control Act or any other means.

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.

Delta Water Platform

To protect the Sacramento-San Joaquin Delta from various detrimental forces that are affecting its health and resources, it is the policy of Contra Costa County to support implementation of projects and actions that will help improve the Delta ecosystem and the economic conditions of the Delta. Contra Costa County has developed a Delta Water Platform to identify and promote activities and policy positions that support the creation of a healthy Sacramento-San Joaquin Delta. Contra Costa County will use this Platform to guide its own actions and advocacy in other public venues regarding the future of the Delta.

The Delta Water Platform is comprised of twenty subject areas. Each of these subject categories contains relevant policies and background explanatory language. The policies and background information can be found in the Delta Water Platform, which is included in this document by reference.

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

SUPPORT full funding of the Federal Medicaid program. Medicaid provides access to health care for people whose income and resources are insufficient to pay for health care. It is jointly funded by Federal and State governments. The Patient Protection and Affordable Care Act (also known as the ACA) significantly expanded both eligibility for and federal funding of Medicaid.

Support full funding of Medicaid by the Federal government. OPPOSE amendments to the ACA that would reduce support for Medicaid/Medi-Cal payments to providers.

Levee Restoration and Repair – The County will support legislation such as H.R. 6484, the SAFE Levee Act (Garamendi) in 2012, which will authorize the U.S. Department of the Interior to invest in Delta levee repairs, for all levees that are publicly owned or publicly maintained. The bill also requires a cost-benefit analysis for the tunnel project being planned as part of the Bay-Delta Conservation Plan.

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.

Rail Safety – Contra Costa County is home to a substantial oil refinery industry with four refineries located in the County. The County supports Senator Heitkamp's *Railroad Emergency Services Preparedness, Operational Needs, and Safety Evaluation (RESPONSE) Act, S. 2547*, which would establish a Federal Emergency Management Agency (FEMA) panel focused on railroad incident first responders. By bringing together under FEMA's National Advisory Council all relevant agencies, emergency responders, technical experts, and the private sector for

a review of training, resources, best practices, and unmet needs related to emergency responders to railroad hazmat incidents, the RESPONSE Act will begin the process of addressing shortcomings in existing emergency response practices and procedures. It will also address the effectiveness of funding levels related to training local emergency responders for rail hazardous materials incidents.

The County also supports FEMA funding for the training of first responders, regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders.

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.

State Criminal Alien Assistance Program (SCAAP) – On May 23, 2012, the Department of Justice (DOJ) announced a change in the State Criminal Alien Assistance Program (SCAAP) that will prohibit SCAAP funds from being used to reimburse localities for foreign-born criminal aliens housed in jails that have been classified as "unknown inmates" by the Department of Homeland Security's Immigration and Customs Enforcement (ICE) agency. This is a significant change to the SCAAP reimbursement formula and will heavily impact counties across the nation.

The County will support the rescinding of this decision and a reinstatement of the previous reimbursement practice, which would more equitably reimburse jurisdictions for the costs of housing undocumented individuals, including those inmates whose status may be unknown to the Department of Homeland Security.

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 re-incarcerated 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.

SparkPoint, Service Integration – The County will support federal funding for the establishment and operation of SparkPoint and Service Integration models. SparkPoint Centers are one-stop, financial-education centers that help individuals and families who are struggling to make ends meet. SparkPoint helps clients address immediate financial crises, get them back on their feet,

and build financial security. Each center brings together a full range of services at one convenient location, including job training, career development and financial coaching, as well as access to higher education and savings accounts. The Contra Costa County Service Integration Program co-locates county and non-profit agency service providers and community residents in neighborhood-based family service centers to provide accessible, coordinated public services tailored to meet the specific needs and goals of low-income families, while also engaging families in resident-driven efforts to revitalize their communities.

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.

Veterans Benefits – The County will support legislation to increase availability, accessibility, and utilization of Veterans Benefits.

Within Contra Costa County, Veterans' health care is provided by the VA Martinez Clinic, a division of the VA Northern California Healthcare System. Currently, access to enrollment in the VA healthcare system is limited to Veterans with a Service Connected disability of greater than 10%, special eligibility criteria (Purple Heart, former POW, Iraq & Afghanistan Vets within 5 years of discharge, etc.), and to Veterans with an annual gross income less than a geographically based threshold. Currently, VA emergency services are not available after hours or during weekends. The nearest VA emergency room is nearly 34 miles away from the VA Martinez Clinic.

The County will support legislation that would expand enrollment eligibility (such as removing the income limit criteria) to all Veterans with an honorable discharge. Furthermore, the County will support legislation that would establish 24 hour VA emergency services at the VA Martinez clinic.

In addition, the County will support legislation that will improve the timeliness and quality of both VA benefits claim decisions and VA healthcare services. Specifically, legislation that works toward improving on the expedited processing of claims and administering of benefits to populations with unique needs, such as homeless Veterans, Women Veterans, and Veterans experiencing service related Posttraumatic Stress Disorder.

Veterans Halls – The County will support legislation to provide America's veterans organizations with resources to make necessary repairs to or replacement of their meeting halls and facilities.

Across America, the meeting halls and posts of Veterans Service Organizations such as the American Legion and Veterans of Foreign Wars serve as unofficial community centers. Unfortunately, many of these facilities are not compliant with Americans with Disabilities Act accessibility standards, are not earthquake retrofitted, or have deteriorated in recent years due to declining membership and reduced rental revenues as a result of the economic downturn.

The County will support legislation that would create a competitive grant program for veterans' organizations, classified by the IRS as 501c19 non-profit organizations and comprised primarily of past or present members of the United States Armed Forces and their family members, to use for repairs and improvements to their existing facilities.

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.

Water Quality, Quantity and Delta Outflow – Congress may consider legislation that could adversely affect water quality, quantity and flows in the Sacramento-San Joaquin Delta to the detriment of the County residents, economy and resources. The Board of Supervisors will rely

on its adopted Delta Water Platform and adopted resolution on Water, Ecosystem Health and other Issues Related to the San Francisco Bay and the Sacramento –San Joaquin River Delta (No. 2012-46) to determine the appropriate response to federal legislative issues brought to the Board's attention.

PROPOSED



TO: David Twa, County Administrator
Lara Delaney, Senior Deputy County Administrator
Contra Costa County

FROM: Cathy Christian

DATE: December 3, 2014

RE: 2014 End of Session Legislative Report

The 2014 Budget signed by the Governor and approved by the Legislature was arrived at in a much more streamlined and less dramatic process than years past, particularly because Proposition 30 revenue paved the road for eased financial decision-making across the board. When Governor Brown released his budget proposal in January, the spending plan was generally deemed prudent and cautious, but a few proposals stirred controversy and were not resolved until the budget was adopted in June.

One example was the Governor's proposal to spend 33% of cap-and-trade money on the California High Speed Rail project, which both the LAO and some stakeholder groups felt was excessive. Ultimately, the Legislature and the Governor reached a compromise, settling on spending 29% of cap-and-trade money on the High Speed Rail project in the budget year and 25% in future years. The remaining funds are dedicated to programs related to sustainable communities (including housing projects), clean transportation, energy efficiency, natural resources, and waste diversion, with a particular emphasis on programs in disadvantaged communities. The budget trailer bill SB 862 outlines the key details of interest to counties: 35% of future cap and trade proceeds are allocated to transit, housing and other sustainable communities programs and projects, including (1) 10% for a transit and intercity rail capital program overseen by the California Transportation Commission (CTC) and Caltrans; (2) 5% for transit operations administered by Caltrans and the Air Resources Board; and (3) 20% for housing and sustainable communities (including planning, active transportation, transit and other supportive infrastructure, with not less than half for housing) managed by the Strategic Growth Council and Air Resources Board.

Another area of contention, which might have implications for other public employers, was the Governor's proposed teacher pension fund solvency plan. Governor Brown's proposal called for increased contributions from local school districts, but school districts argued that the increased financial obligation would wipe out any benefit to education programs resulting from increased state funding. Ultimately, the budget provided for raising the contribution level from 8.25% to 8.8% which was lower than Governor Brown's proposal of 9.5%.

The Governor continues to advocate for the water conveyance system proposed in the Bay Delta Conservation Plan – the so-called “twin tunnels” – in order to divert water from the Sacramento River commencing at an intake location in the North Delta, near the City of Sacramento. State agencies continue to work with the water contractors to refine the environmental studies associated with that proposal. The five Delta Counties, including Contra Costa County, are monitoring that process closely. The Delta Counties also worked extensively on the water bond placed on the ballot by the Legislature, which was approved by the voters on November 4 (Proposition 1).

Bills – SPONSOR

1. SB 673

Author: DeSaulnier

Title: Employees' Retirement: Contra Costa County

Summary: Makes the Contra Costa County retirement system the employer for purposes of the County Employees Retirement System. Authorizes the board of retirement to appoint an administrator and personnel as required to accomplish the work of the board. Authorizes the administrator to make appointments on its behalf. Provides these employees are employees of the retirement system and not the county. Exempts such employees from civil service provisions and merit system rules.

Status: 08/22/2014 Signed by GOVERNOR.

08/22/2014 Chaptered by Secretary of State. Chapter No. 244

Bills – SUPPORT

1. AB 49

Author: Buchanan

Title: License Plates: Breast Cancer Awareness

Summary: Requires the State Department of Health Care Services to apply to sponsor a breast cancer awareness license plate program. Requires the State Department of Motor Vehicles to issue license plates under certain conditions. Authorizes the acceptance and use of donated artwork from artists in the State for the plate. Requires the revenue from the plates to be deposited in the Breast Cancer Control Fund.

Status: 09/16/2014 Signed by GOVERNOR.

09/16/2014 Chaptered by Secretary of State. Chapter No. 351

2. AB 380

Author: Dickinson

Title: Spill Response For Railroads

Summary: Requires a rail carrier to report specified information regarding the transportation of hazardous materials to the Office of Emergency Services. Requires each rail carrier to maintain a response management communications

center. Requires each rail carrier to provide the office with a summary of the rail carrier's hazardous materials emergency response plan. Requires the office to provide a copy of each summary report to each unified program agency. Prohibits divulging the plan to those unauthorized.

Status: 09/25/2014 Signed by GOVERNOR.

09/25/2014 Chaptered by Secretary of State. Chapter No. 533

3. AB 935

Author: Frazier

Title: Driver's Licenses: Veteran Designation

Summary: Allows an in-person applicant for a driver's license or identification card to request that the license or card be printed with the word "veteran." Requires the applicant to present verification of veteran status on a specified form. Requires the county veterans service offices to verify an applicant's veteran status for these purposes. Authorizes an additional fee to a person who requests such designation.

Status: 09/27/2014 Signed by GOVERNOR

09/27/14 Chaptered by Secretary of State. Chapter No. 644

4. AB 939

Author: Melendez

Title: Pupil and School Personnel Health: Defibrillators

Summary: Authorizes a public school to solicit and receive non-state funds to acquire and maintain an automatic external defibrillator; provides if a school decides to acquire and maintain, or continue to use an existing defibrillator, the school would be authorized and encouraged to comply with specified requirements. Provides the district and employees are not liable for civil damages for uses or non-uses of the equipment.

Status: 08/30/2013 In SENATE Committee on APPROPRIATIONS: Held in committee.

5. AB 1324

Author: Skinner

Title: Use Taxes: City of El Cerrito

Summary: Authorizes the City of El Cerrito, if certain requirements are met, to impose a transactions and use tax for general purposes at no more than a specified rate, that, in combination with other specified taxes, each would exceed the combined rate limit provided under the Transactions and Use Tax Law. Provides this tax rate would not be included in the calculation of the local sales and use tax limitation in existing law.

Status: 09/29/14 Signed by GOVERNOR

09/29/2014 Chaptered by Secretary of State. Chapter No. 795

6. AB 1455

Author: Campos

Title: Pupils: Bullying: Counseling Services

Summary: Authorizes the superintendent of a school district, the principal of a school, or the principal's designee to refer a victim of, witness to, or other pupil affected by, an act of bullying committed on or after a specified date to the school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and participation in an appropriate restorative justice program.

Status: 08/21/2014 Signed by GOVERNOR.

08/21/2014 Chaptered by Secretary of State. Chapter No. 229

7. AB 1637

Author: Frazier

Title: Driver's Licenses: Veteran Designation

Summary: Allows an applicant for a driver's license or identification card to allow a person to request the driver's license or identification card be printed with the word VETERAN. Requires the applicant to present to the Department of Motor Vehicles proof of veteran status with a specified form. Requires the word VETERAN be printed on the face of the license or card. Authorizes the Department to charge an additional fee to a person who requests such designation.

Status: 05/23/2014 In ASSEMBLY Committee on APPROPRIATIONS:
Held in committee.

8. AB 1799

Author: Gordon

Title: Land Use: Mitigation Lands

Summary: Specifies, where a governmental entity or specified district is the transferee of property, that an endowment or other financial mechanism is not required if the entity or district provides evidence to the local or State agency that it possesses an investment-grade credit rating by a nationally recognized rating organization or other equivalent evidence of financial responsibility and enters into a contractual agreement enforcing mitigation requirements. Requires related reporting.

Status: 05/23/2014 In ASSEMBLY Committee on APPROPRIATIONS:
Held in committee.

9. AB 2060

Author: Perez V

Title: Supervised Population Workforce Training Grant Program

Summary: Establishes the Supervised Population Workforce Training Grant Program. Sets forth grant program eligibility criteria for counties. Provides that eligible uses for grant funds include vocational training, stipends for trainees, and apprenticeship opportunities for individuals on probation, mandatory supervision, and post-release community supervision. Requires a specified report on the program.

Status: 09/17/2014 Signed by GOVERNOR.

09/17/2014 Chaptered by Secretary of State. Chapter No. 383

10. AB 2217**Author:** Melendez**Title:** Pupil and Personnel Health: AEDs**Summary:** Authorizes a public school to solicit and receive nonstate funds to acquire and maintain an automated external defibrillator (AED). Provides that the employees of the school district are not liable for civil damages resulting from certain uses, attempted uses or non-uses of an AED. Exempts a public school or district, that is in compliance with AED requirements, from civil damage liability.**Status:** 09/29/2014 Signed by GOVERNOR.

09/29/2014 Chaptered by Secretary of State. Chapter No. 812

11. AB 2228**Author:** Cooley**Title:** Crisis Nurseries**Summary:** Requires crisis nurseries to be licensed to operate overnight programs. Specifies the maximum capacity. Requires that a licensee designate at least one lead caregiver, to be present at the crisis nursery at all times when children are present. Requires the licensee to develop, maintain and implement a written staff training plan. Requires a crisis nursery to have at least one caregiver at all times who is trained in pediatric first aid and cardiopulmonary resuscitation.**Status:** 09/28/2014 Signed by GOVERNOR.

09/28/2014 Chaptered by Secretary of State. Chapter No. 735

12. AB 2231**Author:** Gordon**Title:** State Controller: Property Tax Postponement**Summary:** Relates to claims for postponement under the Senior Citizens and Disabled Citizens Property Tax Postponement Law to include filing a claim, excluding mobile homes and houseboats, surviving spouse procedures, a related fund, an increase in the related implementation fee, the lien for postponed property taxes and recording thereof, the equity requirement for program participation, the updating of repayment of the postponed taxes, tax-default sales, nonresidential commercial property, and eligibility.**Status:** 09/28/2014 Signed by GOVERNOR.

09/28/2014 Chaptered by Secretary of State. Chapter No. 703

13. AB 2284**Author:** Williams**Title:** Recycling: Household Batteries Pilot Projects**Summary:** Requires the development and funding of local battery recycling pilot projects which would be required to provide data regarding the implementation and outcomes of the projects. Requires a review and compilation of information collected from the projects to be made available to local agencies, and the development of guidelines to assist local governments. Appropriates funds deposited in the Integrated Waste Management Account to develop and fund such projects.

Status: 06/11/2014 To SENATE Committee on ENVIRONMENTAL QUALITY. Not heard.

14. AB 2325

Author: Perez J

Title: Medi-Cal: CommuniCal

Summary: Requires the State Department of Health Care Services to establish the Medi-Cal Patient-Centered Communication program to be administered by a 3rd-party administrator, to provide and reimburse for medical interpretation services to Medi-Cal beneficiaries who are limited English proficient. Establishes the CommuniCal Program Fund. Requires the Department of Health Care Services to be the certifying body for CommuniCal certified medical interpreters. Allows joining labor organizations.

Status: 09/29/2014 Vetoed by GOVERNOR.

15. AB 2381

Author: Bonilla

Title: Private Parking Facilities

Summary: Authorizes a city or county to include in an ordinance or resolution authorization for the operator of privately owned and maintained off-street parking facility to regulate unauthorized parking in that facility. Requires a facility owner or operator to include in a notice of parking violation instructions that describe the manner in which to contest the violation notice. Prohibits the owner or operator from filing with, or transmitting to, a related department a notice of parking violation.

Status: 05/15/2014 To SENATE Committee on TRANSPORTATION AND HOUSING. Not heard.

16. AB 2393

Author: Levine

Title: Vehicle Registration Fees

Summary: Relates to disbursement of vehicle registration fees. Authorizes a county to impose the fee, to increase that fee and impose an additional fee. Increases the additional fee on commercial vehicles. Requires the county to submit resolutions to impose or increase fees to the Department of Motor Vehicles prior to the operative date of the fee.

Status: 08/25/2014 Signed by GOVERNOR.

08/25/2014 Chaptered by Secretary of State. Chapter No. 292

17. AB 2402

Author: Buchanan (D)

Title: Noxious Weed Management

Summary: Relates to Noxious Weed Management Account in the Department of Food and Agriculture Fund and allocation of those funds. Revises the percentages of those allocations. Revises the purposes for which the percentage of funds allocated for research may be used to include mapping, risk assessment and prioritization of weeds. Provides for a grant program. Increases water supply and flow among the goals that are including in the program.

Status: 08/22/2014 Signed by GOVERNOR.

08/22/2014 Chaptered by Secretary of State. Chapter No. 271

18. AB 2403

Author: Rendon

Title: Local Government: Assessments, fees, and charges

Summary: States that provisions of the State Constitution generally require that assessments, fees, and charges be submitted to property owners for approval or rejection after the provisions of written notice and the holding of a public hearing. Modifies the definition of water to mean water from any source.

Status: 06/28/2014 Signed by GOVERNOR.

06/28/2014 Chaptered by Secretary of State. Chapter No. 78

19. AB 2703

Author: Quirk-Silva

Title: County Veterans Service Officers

Summary: Relates to the disbursement of funds by the Department of Veterans Affairs for the purpose of supporting county veterans' service officers pursuant to the annual Budget Act. Authorizes the Department to develop an allocation formula based upon performance to encourage innovation and reward outstanding service by county veterans' service officers. Requires moneys appropriated for such purposes in the annual Budget Act to be allocated in accordance with that formula.

Status: 08/14/2014 In SENATE Committee on APPROPRIATIONS: Held in committee.

20. ACA 9

Author: Gorell

Title: Voter-Nominated Primary Elections

Summary: Proposes an amendment to the Constitution to provide that, for a person whose name was written in upon the ballot for the voter-nominated primary election for a congressional or state elective office, and is one of the top two vote-getters, to appear as a candidate for that office in the ensuing general election, the write-in candidate must have received votes at the primary election equal in number to at least 1 percent of all votes cast for the office at the last preceding election.

Status: 05/31/2013 In ASSEMBLY, failed passage. Reconsideration refused.

21. AJR 39

Author: Hernandez R

Title: Cable and Video Service

Summary: Calls on the United State Congress to amend a specified federal law to allow states and their municipalities to determine the best use of public, educational, and government channel support.

Status: 07/07/2014 Chaptered by Secretary of State.

07/07/2014 Resolution Chapter No. 88

22. SB 1

Author: Steinberg (D)

Title: Sustainable Communities Investment Authority

Summary: Authorizes certain public entities of a Sustainable Communities Investment Area to form a Sustainable Communities Investment Authority to carry out the Community Redevelopment Law. Provides for tax increment funding receipt under certain economic development and planning criteria. Establishes prequalification requirements for receipt of funding. Requires monitoring and enforcement of prevailing wage requirements within the area. Excludes certain types of farmland.

Status: 09/12/2013 In SENATE. To Inactive File.

23. SB 33

Author: Wolk (D)

Title: Local Taxation: County of Sonoma: Transactions Tax

Summary: Authorize the County of Sonoma or any city within the county to impose a transactions and use tax for general purposes, and the county, any city within the county, or the Sonoma County Transportation Authority to impose a transactions and use tax for specific purposes, which may include the support of transportation and road maintenance programs and library services, that would, in combination with other specified taxes, exceed the combined rate limit if certain requirements are met.

Status: 08/22/2014 In ASSEMBLY. Referred to Rules Committee and held.

24. SB 53

Author: De Leon

Title: Ammunition: Purchase Permits

Summary: Requires the Attorney General to maintain copies of ammunition purchase permits, ammunition transactions and ammunition vendor licenses. Requires identity verification. Exempts gun shows from ammunition sales location requirements. Relates to the Prohibited Armed Persons File. Provides enhancements to the background check system. Authorizes peace officers to disseminate names of purchasers who are subjects of protective orders to domestic violence victims. Provides for a victim of domestic violence card.

Status: 08/30/2014 In ASSEMBLY. Read third time. Failed passage.

25. SB 108

Author: Yee

Title: Firearms

Summary: Requires the Department of Justice to conduct a study to determine effective firearm safe storage measures to reduce unintentional injury and death caused by firearms. Requires the study to analyze local firearm safe storage ordinances in the state and firearm safe storage statutes in other states.

Status: 08/22/2013 In ASSEMBLY Committee on PUBLIC SAFETY: Held in committee. To INTERIM Study.

26. SB 270

Author: Padilla

Title: Solid Waste: Single-Use Carryout Bags

Summary: Prohibits specified stores from providing a single-use carryout bag to a customer. Requires such stores to meet other requirements regarding providing recycled paper bags and compostable bags. Requires a bag fee and creates a related fund. Requires bags sold or provided to a store by a reusable grocery bag producer to meet specified requirements. Requires certification and testing and public online information. Allows retail voluntary compliance. Authorizes local civil penalties and startup loans.

Status: 09/30/2014 Signed by GOVERNOR.
09/30/2014 Chaptered by Secretary of State. Chapter No. 850

27. SB 283

Author: Hancock

Title: CalFresh Eligibility

Summary: Authorizes CalFresh benefits to be paid to an individual who is convicted in state or federal court of any offense classified as a felony that has as an element the possession, use, or distribution of a controlled substance. Provides that if the person is on supervised release, he or she would be ineligible for benefits during any period of revocation of that supervised release where the revocation results in incarceration. Authorizes the use of all-county letters or similar instructions.

Status: 08/30/2013 In ASSEMBLY Committee on APPROPRIATIONS: Held in committee.

28. SB 391

Author: DeSaulnier

Summary: Enacts the California Homes and Jobs Act of 2013. Imposes a fee to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded. Requires that revenues sent quarterly to the Department of Housing and Community Development for

deposit in a related fund. Provides that fund moneys expended for supporting affordable housing, administering housing programs and the cost of periodic audits. Requires prevailing wage monitoring and enforcement.

Status: 08/30/2013 In ASSEMBLY Committee on APPROPRIATIONS:
Held in committee.

29. SB 735

Author: Wolk

Title: Sacramento-San Joaquin Delta Reform Act

Summary: Amends existing law that establishes the Delta Stewardship Council to create a Delta management plan. Authorizes prescribed local entities to enter into a memorandum of understanding or other written agreement with the council and the Department of Fish and Wildlife regarding multispecies conservation plans that describes how the parties would ensure that multispecies conservation plans that have been adopted or are under development are consistent with the Delta Plan.

Status: 08/13/2013 In ASSEMBLY Committee on WATER, PARKS AND WILDLIFE: Not heard.

30. SB 785

Author: Wolk

Title: Design-Build

Summary: Repeals certain authorizations and enacts provisions that would authorize the Department of General Services, the Department of Corrections and Rehabilitation, and certain local agencies to use the design-build procurement process for specified public works. Authorizes the use of such process by the Marin Healthcare District when contracting for building and improvements construction to a hospital or health facility at the Marin General Hospital. Includes the San Diego Unified Port District.

Status: 09/30/2014 Signed by GOVERNOR.
09/30/2014 Chaptered by Secretary of State. Chapter No. 931

31. SB 803

Author: DeSaulnier

Title: Counties: Consolidation of Offices

Summary: Authorizes Contra Costa County to, by ordinance, appoint the public administrator to the board of supervisors, appoint the same person to the office of the public administrator and public guardian, and separate the consolidated offices of district attorney and public administrator.

Status: 07/09/2014 Signed by GOVERNOR.
07/09/2014 Chaptered by Secretary of State. Chapter No. 113

32. SB 848

Author: Wolk

Title: Safe Drinking Water, Water Quality, and Water Supply

Summary: Repeals the provisions of existing law that created the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the Safe Drinking Water, Water Quality, and Flood Protection Act of 2014 which would authorize the issuance of bonds pursuant to the State General Obligation Bond Law to finance a safe drinking water, water quality and water supply program. Provides for the submission of the bond act to the voters.

Status: 08/18/2014 In SENATE. From third reading. To Inactive File.

33. SB 1000

Author: Monning

Title: Public Health: Sugar-Sweetened Beverages: Warnings

Summary: Establishes the Sugar-Sweetened Beverages Safety Warning Act, which would prohibit a person from distributing, selling, or offering for sale a sugar-sweetened beverage in a sealed beverage container, or a multipack of sugar-sweetened beverages, in this state unless the beverage container or multipack bears a specified safety warning. Requires the posting of warnings on vending machines and in places where such beverages are sold in unsealed containers. Provides civil penalties for violations.

Status: 06/17/2014 In ASSEMBLY Committee on HEALTH: Failed passage.

34. SB 1014

Author: Jackson

Title: Pharmaceutical Waste: Home Generated: Collection

Summary: Requires the State Board of Pharmacy, upon enactment of federal regulations, to adopt regulations to implement State drug takeback programs for the collection and destruction of home-generated pharmaceutical waste. Provides that the regulations adopted pursuant to these provisions only apply to licensees of the Board.

Status: 08/13/2014 In ASSEMBLY Committee on APPROPRIATIONS: Not heard.

35. CA SB 1029

Author: Hancock

Title: CalFresh Eligibility

Summary: Authorizes CalFresh benefits to be paid to an individual who is convicted of any offense classified as a felony that has as an element the possession, use, or distribution of a controlled substance. Provides that person on parole or probation or a fleeing felon to be ineligible for such benefits during any period of revocation or parole or probation or while a fleeing felon.

Status: 05/29/2014 In SENATE. From third reading. To Inactive File.

36. CA SB 1081

Author: Hernandez E

Title: Federally Qualified Health Centers

Summary: Relates to the Medi-Cal program, the State Department of Health Care Services and federally qualified health center services. Requires the department to authorize an alternative payment methodology pilot project that would be implemented in any county and FQHC willing to participate with capitated monthly payments for each Medi-Cal managed care enrollee. Requires an evaluation of the APM pilot project to be conducted by an independent entity.

Status: 05/23/2014 In SENATE Committee on APPROPRIATIONS: Held in committee.

37. SB 1300

Author: Hancock

Title: Refineries: Turnarounds

Summary: Requires every petroleum refinery employee to submit to the Division of Occupational Safety and Health, a full schedule for the following calendar year of planned turnarounds, meaning a planned, periodic shutdown of a refinery process unit or plant to perform maintenance, overhaul, and repair operations and to inspect, test, and replace process materials and equipment. Requires trade secret protection. Requires a refinery employer to provide access onsite and to provide turnaround documentation.

Status: 09/20/2014 Signed by GOVERNOR.
09/20/2014 Chaptered by Secretary of State. Chapter No. 519

38. SB 1319

Author: Pavley

Title: Groundwater

Summary: Requires the categorizing of each groundwater basin as high-, medium-, low- or very low priority. Authorizes the designation of certain high- and medium-priority basins as a probationary basin, if certain criteria are met. Authorizes the development of an interim plan for a probationary basin if a local agency has not remedied a deficiency. Removes the authority to implement parts of the plan or program that is determined to be adequate. Relates to sustainability goals for each basin.

Status: 09/16/2014 Signed by GOVERNOR.
09/16/2014 Chaptered by Secretary of State. Chapter No. 348

39. SB 1341

Author: Mitchell

Title: Medi-Cal: Statewide Automated Welfare System

Summary: Requires the Statewide Automated Welfare System to be the system of record for Medi-Cal and to contain all Medi-Cal eligibility rules and case management functionality. Authorizes the Healthcare Eligibility, Enrollment, and Retention System (CalHEERS) to house the business rules necessary for an eligibility determination. Requires CalHEERS to make the business rules available to the System consortia to determine Medi-Cal eligibility. Requires notices for the Medi-Cal and premium tax credit programs.

Status: 09/29/2014 Signed by GOVERNOR.

09/29/2014 Chaptered by Secretary of State. Chapter No. 846

40. SB 1455

Author: DeSaulnier

Title: Libraries: Facilities: Comprehensive Assessment

Summary: Requires the State Librarian, using existing resources, to prepare a comprehensive assessment on the statewide need for the new construction, renovation, and rehabilitation of public libraries and submit it to specified entities.

Status: 09/18/2014 Vetoed by GOVERNOR.

41. SJR 10

Author: Lieu

Title: Workforce Investment Act: Reauthorization

Summary: Urges the Congress of the United States to reauthorize the federal Workforce Investment Act and to include specified policies and strategies in support of the Act.

Status: 09/12/2013 Chaptered by Secretary of State.
09/12/2013 Resolution Chapter No. 121

Bills – OPPOSE

1. AB 616

Author: Bocanegra

Title: Local Public Employee Organizations: Dispute: Panels

Summary: Relates to local public employee organizations. Requires an organization request for submit a dispute to a factfinding panel to be in writing. Provides if either party disputes that a genuine impasse has been reached, the issue of whether the impasse exists may be submitted to the Public Employees Relations Board for resolution before the dispute is submitted to a factfinding panel. Authorizes each party to select a person to serve as its member of the factfinding panels.

Status: 08/30/2013 In SENATE Committee on APPROPRIATIONS: Held in committee.

2. AB 1621

Author: Lowenthal B

Title: Emergency Medical Services: Data and Information System

Summary: Requires the Emergency Medical Services Authority to utilize its State Emergency Medical Services Information System and adopt a single statewide standard for the collection of information regarding prehospital care to determine and monitor the quality and effectiveness of the statewide emergency medical services system, compliant with national standards, and to avoid unnecessary duplication of collection at a local level, and to develop regulations for electric patient care records for local agencies.

Status: 08/14/2014 In SENATE Committee on APPROPRIATIONS: Held in committee.

3. CA AB 2126

Author: Bonta (D)

Title: Meyers Miliars Brown Act Mediation

Summary: Amends the Meyers-Miliars-Brown Act. Permits either party to contract negotiations to request mediation and agree upon a mediator.

Authorizes the Public Employee Relations Board to appoint a mediator upon request. Relates to a waiver of such request if the public agency has a impasse procedure. Authorizes certain collective bargaining negotiation differences to apply to these provisions.

Status: 09/30/2014 Vetoed by GOVERNOR.

4. AB 2686

Author: Perea

Title: Clean, Safe, and Reliable Water Supply Act of 2014

Summary: Repeals the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the Clean, Safe, and Reliable Water Supply Act of 2014, which, if adopted by the voters, would authorize the issuance of bonds in an unspecified amount, to finance a clean, safe, and reliable water supply program. Provides for the submission of the bond act to the voters at a statewide general election.

Status: 08/06/2014 In ASSEMBLY Committee on APPROPRIATIONS: Not heard.

5. SB 1250

Author: Hueso

Title: Safe, Clean and Reliable Drinking Water Supply Act

Summary: Repeals the Safe, Clean and Reliable Drinking Water Supply Act of 2012 that would authorize the issuance of bonds to finance a safe drinking water and water supply reliability program. Enacts the Safe, Clean, and Reliable Drinking Water Supply Act of 2014, which, if adopted by voters would authorize the issuance of State General Obligation Bonds in a specified amount to finance a safe drinking water and water supply program.

Status: 05/13/2014 In SENATE Committee on NATURAL RESOURCES AND WATER: Not heard.

Bills – WATCH

1. AB 37

Author: Perea

Title: Unemployment Insurance: Reporting: Status of Funds

Summary: Requires the Employment Development Department, when the Unemployment Fund indicates a negative balance, to include a status report on the Fund the estimated cost impact on employers from the changes in a specified

federal tax credit and the estimated amount the state is expected to pay in interest on any outstanding loan to the federal government.

Status: 08/25/2014 In SENATE. From third reading. To Inactive File.

2. AB 209

Author: Pan

Title: Medi-Cal: Managed Care: Quality/Access/Utilization

Summary: Requires the Department of Health Care Services to develop and implement a plan to monitor, evaluate, and improve the quality, accessibility, and utilization of health care and dental services provided through Medi-Cal managed care. Requires the department to hold quarterly public meetings to report on, among other things, performance measures and quality and access standards, and to invite public comments. Requires the department to appoint an advisory committee, with specified responsibilities.

Status: 08/27/2014 In SENATE. Read second time. To third reading, not considered.

3. AB 229

Author: Perez J

Title: Infrastructure and Revitalization Financing Districts

Summary: Authorizes the creation by a city, county, city and county, and joint powers authority, of an infrastructure and revitalization financing district and the issuance of debt with voter approval. Authorizes the creation of a district and the issuance of debt. Authorizes a district to finance projects in redevelopment project areas and former redevelopment project areas and former military bases.

Status: 09/29/2014 Signed by GOVERNOR.

09/29/2014 Chaptered by Secretary of State. Chapter No. 775

4. AB 243

Author: Dickinson

Title: Local Government: Infrastructure Financing Districts

Summary: Authorizes the creation of an infrastructure and revitalization financing district and the issuance of debt with voter approval. Authorizes a district to finance projects in redevelopment project areas and former redevelopment project areas and former military bases if special conditions are met. Authorizes a district to fund various projects, including watershed land used for the collection and treatment of water for urban uses, flood management, open space, habitat restoration and development purposes.

Status: 08/07/2014 In ASSEMBLY. Ordered returned to SENATE. Not considered.

5. AB 690

Author: Campos

Title: State Government: International Relations

Summary: Repeals and recasts the provisions of existing law that requires the California-Mexico Border Relations Council to coordinate activities of State

agencies that are related to cross-border programs, initiatives, projects, and partnerships that exist within State government.

Status: 09/28/2014 Signed by GOVERNOR.
09/28/2014 Chaptered by Secretary of State. Chapter No. 716

6. AB 1179

Author: Bocanegra

Title: Recycling: Waste Tires: Public Works Project

Summary: Authorizes the Department of Resources Recycling, when awarding grants pursuant to the tire recycling program, to award grants for public works projects to create parklets, greenways, or both, that use tire-derived products. Requires the Department, if it awards those grants, to give priority for funding to those projects in disadvantaged communities.

Status: 09/26/2014 Signed by GOVERNOR.
09/26/2014 Chaptered by Secretary of State. Chapter No. 589

7. AB 1331

Author: Rendon

Title: Clean, Safe, and Reliable Drinking Water Act of 2014

Summary: Repeals the provisions that would create the Safe, Clean and Reliable Drinking Water Supply Act of 2012. Enacts the Clean, Safe and Reliable Drinking Water Act of 2014, which, if adopted by the voters, would authorize the issuance of bonds in a specified amount pursuant to the State General Obligation Bond Law to finance a clean and safe drinking water program.

Status: 06/18/2014 Withdrawn from SENATE Committee on
GOVERNANCE AND FINANCE. Held in Rules Committee.

8. AB 1445

Author: Logue

Title: Water Infrastructure Act of 2014

Summary: Repeals the provisions that would create the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the State Water Infrastructure Act of 2014. Authorizes the issuance of bonds in a specified amount to finance a public benefit associated with water storage and water quality improvement projects.

Status: 02/14/2014 To ASSEMBLY Committee on WATER, PARKS AND
WILDLIFE. Not heard.

9. AB 1449

Author: Perez V

Title: Realignment Omnibus Act of 2014

Summary: Relates to the Realignment Omnibus Act of 2014. Requires any person released from prison who has a prior conviction for certain crimes to be subject to parole supervision by the Department of Corrections and

Rehabilitation and the jurisdiction of the court in the county in which the parolee is released, resides, or in which an alleged violation of supervision has occurred.

Status: 04/30/2014 From ASSEMBLY Committee on PUBLIC SAFETY
without further action pursuant to JR 62(a).

10. AB 2043

Author: Bigelow

Title: Safe Clean and Reliable Drinking Water Supply Act

Summary: Repeals provisions of the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the Safe, Clean, and Reliable Water Supply Act of 2014, which, if adopted by votes, would authorize the issuance of bonds in a specified amount to finance a safe drinking water and water supply reliability program.

Status: 08/06/2014 In ASSEMBLY Committee on APPROPRIATIONS:
Not heard.

11. AB 2403

Author: Rendon

Title: Local Government: Assessments, fees, and charges

Summary: States that provisions of the State Constitution generally require that assessments, fees, and charges be submitted to property owners for approval or rejection after the provisions of written notice and the holding of a public hearing. Modifies the definition of water to mean water from any source.

Status: 06/28/2014 Signed by GOVERNOR.
06/28/2014 Chaptered by Secretary of State. Chapter No. 78

12. AB 2463

Author: Dickinson

Title: Water: Plans

Summary: Requires the Department of Water Resources to partner with the Regional Water Authority, water suppliers in El Dorado, Placer, Sacramento, and Placer counties, and other interested agencies to develop a plan for investing in water supplies and other facilities in order to contribute to the reliability of water supplies for the Sacramento region's communities and environmental resources while also generating statewide benefits.

Status: 05/23/2014 In ASSEMBLY Committee on APPROPRIATIONS:
Held in committee.

13. AB 2554

Author: Rendon

Title: Clean, Safe, and Reliable Drinking Water Act of 2014

Summary: Repeals the Safe, Clean, and Reliable Drinking Water Act of 2012 that would authorize the issuance of bonds to finance a safe drinking water and water supply reliability program via a bond act if passed by the voters at a statewide general election. Enacts the Clean, Safe, and Reliable Drinking Water Act of 2014 to authorize bonds in a specified amount to finance a clean, safe, and

reliable drinking water program if passed by the voters at a statewide general election.

Status: 04/29/2014 From ASSEMBLY Committee on WATER, PARKS AND WILDLIFE to APPROPRIATIONS. Not heard.

14. AB 2701

Author: Gonzalez

Title: Groundwater Basins: Investigation and Report

Summary: Makes a technical, nonsubstantive change to existing law that requires the Department of Water Resources, in conjunction with other public agencies, to conduct an investigation of the state's groundwater basins and to report its findings to the Governor and the Legislature.

Status: 02/21/2014 INTRODUCED. Not heard.

15. ACA 3

Author: Campos

Title: Local Government Finance: Public Safety Services

Summary: Authorizes the imposition, extension, or increase of a special tax for funding fire, emergency response, police, or sheriff services, upon the approval of 55% of the voters voting. Creates an additional exception to the 1% limit for a rate imposed by a city, county, or special district to service bonded indebtedness incurred to fund certain fire, emergency response, police, or sheriff buildings or facilities, and equipment that is approved by 55% of the voters of the city, county, or special district.

Status: 04/04/2013 To ASSEMBLY Committees on LOCAL GOVERNMENT and APPROPRIATIONS. Not heard.

16. ACA 8

Author: Blumenfield

Title: Local Government Financing: Voter Approval

Summary: Proposes an amendment to the Constitution to create an additional exception to the 1% limit for an ad valorem tax rate imposed by a city, county, city and county, or special district, to service bonded indebtedness incurred to fund specified public improvements and facilities, or buildings used primarily to provide sheriff, police, or fire protection services, that is approved by 55% of the voters of the city, county, city and county, or special district.

Status: 06/27/2013 To SENATE Committees on GOVERNANCE AND FINANCE and ELECTIONS AND CONSTITUTIONAL AMENDMENTS. Not heard.

17. SB 133

Author: DeSaulnier

Title: Redevelopment

Summary: Amends the Community Redevelopment Law. Requires a redevelopment agency to include additional information relating to any major audit violations, any corrections of those violations, and planning and general administrative expenses of the Low and Moderate Income Housing Fund.

Authorizes quality control reviews by the Controller and the publishing of those reviews. Requires audits of such agencies to ensure compliance with the law. Relates to funding for housing construction and/or rehabilitation.

Status: 09/29/2014 Vetoed by GOVERNOR.

18. SB 570

Author: DeSaulnier

Title: Advanced Alcohol and Drug Licensing Act

Summary: Amends existing law that provides for the registration, certification, and licensure of various health arts professionals. Establishes licensure and registration provisions relating to advanced alcohol and drug counselors and advanced alcohol and drug counselor interns to be administered by the newly created licensing board. Makes a violation a misdemeanor. Authorizes the assessment of related fees and for the deposit of such funds into a related fund.

Status: 08/14/2014 In ASSEMBLY Committee on APPROPRIATIONS:
Held in committee.

19. SB 617

Author: Evans

Title: California Environmental Quality Act

Summary: Amends various provisions of the California Environmental Quality Act. Requires that notices regarding environmental impact reports filed by lead agencies need to be filed with the Office of Planning and Research and the county clerk and posted by that clerk for public review. Provides additional duties regarding notices by the Office and the clerk. Requires a statement in the report regarding the placement of the project near natural hazards or adverse environment conditions. Repeals specified exemptions.

Status: 02/06/2014 In SENATE. Died on file pursuant to Joint Rule 56.

20. SB 628

Author: Beall

Title: Enhanced Infrastructure Financing Districts

Summary: Authorizes a local government body to establish an enhanced infrastructure financing district to finance capital facilities and other project to include brownfield restoration, projects on a former military base, and low and moderate income housing. Requires specific events to occur before the district can implement a financing plan. Authorizes projects through tax increment financing. Authorizes projects that are located or overlap in a redevelopment area or a former redevelopment project area.

Status: 09/29/2014 Signed by Governor
09/29/2014 Chaptered by Secretary of State. Chapter No. 785

21. SB 633

Author: Pavley

Title: State Parks

Summary: Requires the Department of Parks and Recreation to make a report to the Legislature addressing the Department's energy costs, projects that could

reduce those costs, and potential energy-related infrastructure projects. Requires the Department to establish a pilot program for mobile food and beverage services and to report on the suitability, increase in visitation, and visitor satisfaction. Relates to the sales of park passes through vendors. Allows a taxpayer to make a parks related donation.

Status: 09/26/2014 Vetoed by GOVERNOR.

22. SB 837

Author: Steinberg

Title: Early Childhood Education: Professional Development

Summary: Allocates a certain amount of moneys appropriated in the Budget Act of 2014, for purposes of professional development stipends for teachers in transitional kindergarten and teachers in the State preschool program. Requires the State Department of Education to consult with various entities, including the California Community Colleges, for purposes of administering related provisions of existing law.

Status: 08/14/2014 In ASSEMBLY Committee on APPROPRIATIONS:
Held in committee.

23. SB 927

Author: Cannella

Title: Safe, Clean, and Reliable Drinking Water Supply Act

Summary: Renames the Safe, Clean, and Reliable Drinking Water Supply Act of 2012 as the Safe, Clean, and Reliable Drinking Water Supply Act of 2014 and makes conforming changes. Authorizes the issuance of bonds in a specified amount by reducing the amount available for projects related to drought relief and water supply reliability.

Status: 04/22/2014 In SENATE Committee on NATURAL RESOURCES
AND WATER: Failed passage.

24. SB 979

Author: Beall

Summary: Amends existing law that authorizes a local employee organization to request that the differences in negotiations regarding wages, hours, and other terms and conditions of employment be submitted to a fact finding panel.

Provides that the differences under existing law include those differences that arise from any dispute over any matter within the scope of representation as to which an obligation to meet and confer exists and are not limited to negotiations after impasse.

Status: 03/19/2014 Re-referred to SENATE Committee on PUBLIC
EMPLOYMENT AND RETIREMENT. Not heard.

25. SB 1049

Author: Pavley

Title: Integrated Regional Water Management Plans

Summary: Amends the Integrated Regional Water Management Planning Act. Includes projects or programs that reduce energy used to acquire, transport, treat, or distribute water, or that develop and and maintain computer models and analytic tools to model regional water management strategies as a regional project or program. Requires a regional water management group to include all water suppliers that are within a watershed area, the area over a groundwater basin or sub-basin, or the area within a county's boundaries.

Status: 05/23/2014 In SENATE Committee on APPROPRIATIONS: Held in committee.

26. SB 1086

Author: De Leon

Title: The Safe Neighborhood Parks, Rivers, & Coastal Bond Act

Summary: Enacts the Safe Neighborhood Parks, Rivers, and Coastal Protection Bond Act of 2014, which, if adopted by the voters, would authorize the issuance of bonds in an unspecified amount pursuant to the State General Obligation Bond Law to finance a safe neighborhood parks, rivers, and coastal protection program.

Status: 08/21/2014 In SENATE. From third reading. To Inactive File.

27. SB 1292

Author: Hueso

Title: Safe Drinking water State Revolving Fund

Summary: Relates to the Safe Drinking Water State Revolving Fund. Increases the maximum amount of a construction grant award for a water system serving severely disadvantaged communities.

Status: 09/29/2014 Vetoed by GOVERNOR.

28. SB 1370

Author: Galgiani

Title: Reliable Water Supply Bond Act of 2014

Location: Senate Natural Resources and Water Committee

Summary: Repeals the Safe, Clean, and Reliable Drinking Water Supply Act of 2012. Enacts the Reliable Water Supply Bond Act of 2014 to finance surface water storage projects.

Status: 04/08/2014 In SENATE Committee on NATURAL RESOURCES AND WATER: Heard, remains in Committee.

29. SB 1393

Author: Torres

Title: Community Development: Redevelopment Successor Agencies

Summary: Makes technical, nonsubstantive changes to the Community Redevelopment Law that authorizes the establishment of redevelopment agencies

in communities to address the effects of blight and provides for the designation successor agencies to act as successor entities.

Status: 03/13/2014 To SENATE Committee on RULES.

30. SB 1447

Author: Fuller (R)

Title: Bay Delta Conservation Plan: Judicial Review

Summary: States the intent of the Legislature to enact legislation establishing judicial review procedures for the Bay Delta Conservation Plan.

Status: 03/13/2014 To SENATE Committee on RULES.

31. SB 1462

Author: Wolk

Title: Local Government: Omnibus Bill

Summary: Relates to fictitious business name statements. Authorizes the Sacramento County Board of Supervisors to designate, by resolution, another county officer to perform certain duties. Relates to leasing of certain property, the Law Library Fund, bonds, property tax revenue, securitization of limited obligation notes, noise elements of planning and zoning laws, assessments under the Property and Business Improvement District Law, public hearings, and owners' associations under contract with a local entity.

Status: 08/15/2014 Signed by GOVERNOR.

08/15/2014 Chaptered by Secretary of State. Chapter No. 201

32. SCA 3

Author: Leno

Title: Public Information

Summary: Proposes an amendment to the Constitution to require each local agency to comply with the State Public Records Act and the Brown Act and with any statutory enactment amended either act, enacting a successor act, or amending any successor act which contains findings demonstrating that the statutory enactment furthers the purposes of the people's right of access to information concerning the conduct of the people's business. Regards the subvention of funds.

Status: 09/20/2013 Chaptered by Secretary of State.

09/20/2013 Resolution Chapter No. 123

33. SCA 4

Author: Liu

Title: Local Government Transportation Project: Voter Approval

Summary: Proposes an amendment to the Constitution to provide the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for local transportation projects requires the approval of a related proposition that includes certain requirements. Prohibits the local government from expending any revenues derived from a special transportation tax approved by the voters at any time prior to the completion of a identified capital project funded by specified revenues.

Status: 08/29/2013 Re-referred to SENATE Committee on APPROPRIATIONS.

34. SCA 6

Author: DeSaulnier

Title: Initiative Measures: Funding Source

Summary: Proposes an amendment to the Constitution to prohibit an initiative measure that would result in a net increase in state or local government costs, from being submitted to the electors or having any effect unless and until the Legislative Analyst and the Director of Finance jointly determine that the initiative measure provides for additional revenues in an amount that meets or exceeds the net increase in costs.

Status: 05/24/2013 In SENATE. Read second time. To third reading. Not considered.

35. SCA 7

Author: Wolk

Title: Public Libraries

Summary: Proposes an amendment to the Constitution relative to public libraries. Relates to ad valorem tax rates. Creates exception to a specified limit for a rate imposed by a city, county, city and county, or special district to service bonded indebtedness incurred to fund public library facilities. Authorizes the imposition, extension, or increase of a special tax imposed for the purpose of funding public libraries, upon approval of a specified percentage of the voters voting on the proposition.

Status: 06/27/2013 Re-referred to SENATE Committee on APPROPRIATIONS.

36. SCA 8

Author: Corbett

Title: Transportation Projects: Special Taxes: Voter Approval

Summary: Proposes an amendment to the Constitution to provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for transportation projects requires the approval of 55% of its voters voting on the proposition, if the proposition includes certain requirements.

Status: 08/29/2013 Re-referred to SENATE Committee on APPROPRIATIONS.

37. SCA 9

Author: Corbett

Title: Local Government: Economic Development: Special Taxes

Summary: Proposes an amendment to the Constitution to provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for community and economic development projects

requires the approval of a specified percentage of its voters voting on the proposition, if the proposition contains specified requirements.

Status: 06/27/2013 Re-referred to SENATE Committee on APPROPRIATIONS.

38. SCA 11

Author: Hancock

Title: Local Government: Special Taxes: Voter Approval

Summary: Proposes an amendment to the Constitution to condition the imposition, extension, or increase of a special tax by a local government upon the approval of 55% of the voters voting on the proposition, if the proposition proposing the tax contains specified requirements.

Status: 06/27/2013 Re-referred to SENATE Committee on APPROPRIATIONS.



Proposed 2015 STATE LEGISLATIVE PLATFORM

Contra Costa County



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2015 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, legislative or regulatory advocacy priorities for the year, and policies that provide direction and guidance for identification of and advocacy on bills which would affect the services, programs or finances of Contra Costa County.

COUNTY-SPONSORED LEGISLATION

Pursue legislation to improve traffic safety around schools in an effort to increase the walk/bike rate to school. Specifically the bill would do three things:

1. increase the prescriptive size of the school zone to 1320 feet (a quarter mile);
2. authorize performance methods for further expanding the zone - essentially an agency could perform a traffic study to establish the need to further expand the zone to be reflective of actual pedestrian/bicycle access patterns around schools; and
3. enhance penalties for speeding violations in those newly defined zones.

LEGISLATIVE/REGULATORY ADVOCACY PRIORITIES

Each year, issues emerge through the legislative process that are of importance to the County and require advocacy efforts. For 2015, it is anticipated that critical issues requiring legislative advocacy will include the following:

Priority 1: State Budget – The state’s continuing economic recovery, prior budget cuts, and the additional, temporary taxes provided by Proposition 30 have combined to bring the State Budget to a much improved financial condition. California’s budget outlook for 2015-16 continues to show the promise begun in 2014-15. Our economy is expected to see continued improvement over the next several years and revenue growth is exceeding last year’s projections. General Fund revenues are projected to be \$109.7 billion in 2014-15 and \$114.6 billion in 2015-16, a 4.5 percent increase over the updated 2014-15 revenues. Compared to revenues adopted for the budget last June, revenues are forecast to be \$4.1 billion higher over 2013-14, 2014-15, and 2015-16. About half of these additional revenues are required to satisfy Proposition 98, the K-14 funding guarantee. The other half would be placed in the Rainy Day Fund and used to pay down debt per the terms of Proposition 2, the ballot measure passed in November 2014 that strengthens the reserve requirements and pays down debt in years of strong capital gains tax revenue growth.

The Governor’s Budget proposes total GF expenditures of \$113.2 billion and a regular reserve for liquidation and economic uncertainties of \$1.5 billion. The Prop. 2 Rainy Day Fund is

proposed to contain \$2.8 billion, of which \$1.6 billion was placed in the account in 2014-15 and \$1.2 billion is added in 2015-16.

While the Governor's Budget identifies cost pressures and budget risks in health and human services programs, of particular concern to counties is the inadequate reimbursement for our ever-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.

Priority 2: Health Care – Counties play a critical role 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, The Patient Protection and Affordable Care Act (ACA).

The optional Medi-Cal Expansion, in effect on Jan. 1, 2014, was a significant part of the State Budget process in 2013. (The mandatory expansion includes changes to eligibility and enrollment for populations *currently eligible* for Medicaid and is estimated to cost the state General Fund \$350 million.) The ACA had required states to expand Medicaid programs to allow childless adults at or below 138 percent of poverty to be eligible for Medicaid (known as Medi-Cal in California). The Supreme Court struck down that mandate but allowed it to be an option for states, which California has exercised.

The Governor's proposed Budget provided two options for that optional expansion: a "state option" and a "county option." Governor Brown announced in his proposed budget that he intended to either realign the county responsibility to provide medical care to indigent adults to include providing care to Medicaid eligible adults or recoup as much of the 1991 health realignment funding from counties as possible. CSAC successfully redirected the realignment effort and instead negotiated a fiscal transaction that reflects the shift of indigent adults to the state's Medi-Cal program.

However, significant unknowns remain including questions about the actual impact of the ACA coverage expansions on counties and the number of uninsured individuals to whom counties will still need to provide services. Counties will retain the Section 17000 responsibility, and there will be significant variations in the impacts of both the ACA and AB 85 for the different types of counties: county hospital (12 counties including Contra Costa County), payor/clinic and County Medical Services Program (CMSP) counties.

In the coming year, the County will continue to work on the implementation of required health care reform measures to maximize federal revenue. The County will support efforts to provide counties with the necessary tools to implement health care reform which may include performing eligibility and enrollment, preserving existing county resources from 1991 Realignment, providing for a smooth transition in 2014 for the various operational systems, and supporting

legislation to ensure that low-income families are covered under the Affordable Care Act while opposing legislation which would reduce Medi-Cal eligibility. In addition, the County will continue to work to reduce uncompensated health care costs and on the adequacy of rates under the new health care system.

Priority 3: Water and Levees /The Sacramento-San Joaquin Delta – The enactment of the Delta Reform Act (2009), a bill that established the co-equal goals for reliable water supply and ecosystem restoration for the Delta, created the Delta Stewardship Council as the state entity overseeing the Delta through the proposed Delta Plan, and supported the proposed Bay Delta Conservation Plan (BDCP)--an effort to construct a pair of massive tunnels under the Delta--will bring significant, large-scale change to the Delta as we know it. The scope and content of these changes, as well as enduring political battles between northern and southern California over water, will continue to guide legislative and administrative agendas in the coming year. Enabling legislation was also passed in 2009 for a state water bond, which was delayed from the 2010 and 2012 ballots but successfully passed on the 2014 state ballot, as Proposition 1.

Significant future impacts upon the County in the areas of water quality and supply, levee stability, ecosystem health, local land use authority and flood control are anticipated. 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 2015 include, but are not limited to: (1) the ongoing development of the BDCP project and whether the state water bond appropriates funds specific to the BDCP; (2) the impacts of the Delta Plan on local land use authority, efforts to expedite state bond funding for levee improvement projects, and the development of flow standards that will impact water quality and ecosystem health in the Delta. The County's adopted Delta Water Platform, as well as the Strategic and Action Plans, are incorporated in this Platform by reference.

Priority 4: Realignment Implementation – The battle for constitutional protections for 2011 Realignment concluded successfully on November 6, 2012 when Proposition 30 was passed by the voters. Proposition 30 provides constitutional guarantees to the funding that supports Realignment and safeguards against future program expansion without accompanying funding. With these provisions in place, Contra Costa County can continue to implement the array of programs transferred under 2011 Realignment, confident that funding is secure and programmatic responsibilities are defined. However, the County remains concerned that the funding is not sufficient and is also concerned about liability issues arising from the new responsibilities.

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, constitutional protections, county participation and approval. The County will also oppose efforts that limit county flexibility in implementing programs and services realigned in 2011 or infringe upon our ability to innovate locally.

The County resolves to remain accountable to our local constituents in delivering high-quality programs that efficiently and effectively respond to local needs. Further, we support counties' development of appropriate measures of local outcomes and dissemination of best practices.

With regard to Public Safety realignment, counties have received 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. 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 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. The County will also continue to support efforts to ensure that the receipt of Local Community Corrections Funds matches the amounts anticipated from the state, without undue delay. Finally, the County also supports more funding for mental health and behavioral health programs and facilities in order to meet the requirements of Realignment and the goal of reducing recidivism.

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. 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, and support revisions to State school siting policies, 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 infestations of the South American spongeplant and to rid the Delta of this and other invasive aquatic species through integrated pest management methods. *Invasive aquatic species are a threat to agriculture, the environment and recreation in the Delta. This position includes support for efforts by the Department of Boating and Waterways to secure multi-year permits for eradication of multiple invasive aquatic plant species in the Sacramento-San Joaquin Delta, its tributaries, and its marshes.*
5. SUPPORT the CSAC policy statement regarding revisions to the California Conservation Act of 1965 (the Williamson Act) to support legislative changes that preserve the integrity of the Williamson Act, eliminate abuses resulting in unjustified and premature conversions of contracted land for development, and to fully restore Williamson Act subventions. The state subventions to counties also must be revised to recognize all local tax losses.

Animal Services Issues

6. 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.*
7. 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.*
8. 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.*
9. 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.*
10. 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.*
11. 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

12. 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.*
13. 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.*
14. 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.*
15. SUPPORT efforts to ensure that the reduction to the California Department of Child Support Services is not passed down as a reduction to the local program.
16. 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 website.

Climate Change Issues

17. 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.*
18. SUPPORT efforts to ensure that the implementation of AB 32 results in harmony between 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, and the Sustainable Communities Strategy developed through the Regional Transportation Plan processes.
19. SUPPORT legislative or administrative efforts that favor allocation of funding from the California Greenhouse Gas Cap and Trade Program to jurisdictions that are the largest emitters of greenhouse gas, have disadvantaged communities that are disproportionately affected by environmental pollution, and have demonstrated a local commitment to climate protection (e.g. established emissions reduction targets, prepared Climate Action Plans, etc.).

Delta Water Platform

To protect the Sacramento-San Joaquin Delta from various detrimental forces that are affecting its health and resources, it is the policy of Contra Costa County to support implementation of projects and actions that will help improve the Delta ecosystem and the economic conditions of the Delta. Contra Costa County has developed a *Delta Water Platform* to identify and promote activities and policy positions that support the creation of a healthy Sacramento-San Joaquin Delta. Contra Costa County will use this Platform to guide its own actions and advocacy in other public venues regarding the future of the Delta.

The Delta Water Platform is comprised of twenty subject areas. Each of these subject categories contains relevant policies and background explanatory language. The policies and background information can be found in the Delta Water Platform, which is included in this document by reference.

Elections Issues

20. 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.

21. 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.*
22. 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

23. SUPPORT legislation that would give local agencies more authority to train volunteers, provide funding for Community Emergency Response Training (CERT), and help clean-up oil spills without taking on additional legal liability.
24. 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.
25. SUPPORT legislation that would require responses to future oil spills in a shorter timeframe, with a more regional approach.
26. 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.
27. SUPPORT legislation or other measures requiring the creation or utilization 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.
28. SUPPORT legislation that expands school safety improvement programs such as education regarding and placement of automated external defibrillator(s) (AED(s)) in schools.

Eminent Domain Issues

29. 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.

30. 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

31. 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.*
32. SUPPORT efforts to provide local agencies with more flexibility and options to fund stormwater programs. *Stormwater permit requirements issued by the Regional Water Quality Control Boards are becoming more and more expensive, yet there is no funding. Stormwater services, encompassing both water quality and drainage/flood control, could be structured like a utility with the ability to set rates similar to the other two key water services: drinking water and wastewater.*
33. 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.*
34. SUPPORT efforts to require the Department of Water Resources (DWR) to provide 200 year flood plain mapping for all areas in the legal Delta. SB 5 requires the County and cities in the Delta to insure certain development projects must have 200 year level of protection and to make certain related findings. *DWR has revisited developing zoning flood plain mapping, and if they do, only working in areas protected by project levees which does not include any areas within Contra Costa County.*
35. SUPPORT legislation to enable Zone 7 Water Agency to become a new public agency, separate and apart from the Alameda County Flood Control and Water Conservation District, with territory in both Alameda and Contra Costa counties and the power to provide specific services, insofar as the legislation is guided by adopted Principles of Understanding.

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.

36. 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.
37. 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 lags behind property tax growth.)*
38. OPPOSE efforts to limit local authority over transient occupancy taxes (TOT).
39. 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.
40. 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.*
41. 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.
42. 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.
43. SUPPORT efforts to relieve California of the federal Child Support penalties without shifting the cost of the penalties to the counties.
44. SUPPORT a reduction in the 2/3rd vote requirement to 55% voter approval for locally-approved special taxes that fund health, education, economic, stormwater services, library, transportation and/or public safety programs and services.
45. 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.

46. 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.
47. 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.*
48. SUPPORT state actions that maximize Federal and State revenues for county-run services and programs.
49. SUPPORT legislative compliance with both the intent and language of Proposition 1A.
50. SUPPORT the provisions of Proposition 22 that would protect County revenues, particularly as related to transportation revenues and excluding those provisions related to redevelopment funds.
51. SUPPORT full State funding of all statewide special elections, including recall elections.
52. 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.*
53. 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.*
54. 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.*
55. 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.

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

Health Care Issues

The County remains concerned about the implementation of any health care reform measures that could transfer responsibility to counties, without commensurate financing structures or in a manner not compatible with the County's system. The County supports a concept of universal health coverage for all Californians. Toward that end, the County urges 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, the County urges 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.

57. SUPPORT state action to increase health care 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.*
58. SUPPORT Medi-Cal reimbursement rate increases to incentivize providers to participate in the program.
59. 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).
60. 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 (or multiple) diagnoses. *Approaches could be modeled after current programs in place in safety net systems.*
61. 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.

62. 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.
63. SUPPORT efforts to clearly define and adequately fund remaining county responsibilities.
64. 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 (including recovery facilities), and that they can remain viable after health reform.
65. SUPPORT efforts to provide adequate financing for health care reforms to succeed.
66. SUPPORT measures that maximize federal reimbursement from Medicaid and S-CHIP.
67. 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.
68. 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.
69. SUPPORT state action to implement a 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.
70. SUPPORT efforts to increase revenues and to contain mandated costs in the County's hospital and clinics system.
71. SUPPORT efforts to obtain a fair-share of any state funds in a distribution of funding for the integration of IHSS and managed care.
72. SUPPORT efforts to increase the availability of health care (including alcohol and other drugs recovery) to the uninsured in California, whether employed or not.
73. 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.

74. 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.
75. SUPPORT efforts that allow counties to draw down federal Medicaid funds for providing confidential alcohol and drug screening and brief intervention services to pregnant women and women of childbearing age who also qualify for Medi-Cal benefits.
76. 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.
77. SUPPORT efforts to give incentives to providers to establish more youth-driven treatment facilities within the community.
78. 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.*
79. SUPPORT county efforts in the promotion of partnerships that provide integrated responses to the needs of alcohol and other drugs populations, including criminal justice, perinatal and youth as well as those populations with co-occurring disorders.
80. SUPPORT and encourage the development of strategies that include alcohol and other drugs services in the provision of all culturally appropriate health care services.
81. 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 other drugs 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.*
82. SUPPORT legislation that extends the restrictions and prohibitions against the smoking of tobacco products to include restrictions or prohibitions against electronic cigarettes (e-cigarettes) in various places, including, but not limited to, places of employment, school campuses, public buildings, day care facilities, retail food facilities, multi-family housing, and health facilities.
83. SUPPORT and encourage state, federal and/or private funding for pharmaceutical research for the development of new cannabis products which would meet Federal Drug Administration (FDA) standards of known strengths and attributes (and without unnecessary side effects) which would be dispensable through pharmacies and medical facilities consistent with State and Federal law.

Human Services Issues

84. SUPPORT efforts to increase County flexibility in the use of CalWORKs funds and in program requirements in order to better support the transition of welfare dependent families from welfare-to-work to 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.

Legislative changes to support these initiatives could include the following:

- a. **Supportive Services.** Extending the length of time CalWORKs recipients can receive supportive service such as help with transportation, child care, work uniforms, etc.
- b. **Welfare to Work.** Extending the length of time families can receive Welfare to Work services (job training and search and other employment related services) including job retention services. Currently CalWORKs recipients are eligible to receive supportive services and Welfare to Work services for up to 48 months if they are in compliance with CalWORKs rules. After 48 months these services or for CalWORKs cash aid. Helping people move from poverty and significant education gaps to full time employment in jobs that pay a high enough wage to be self-sufficient is difficult. It can take longer than 48 months and allowing for the flexibility to extend supportive services and training past the 48 month time limit would help.
- c. **Diversion:** Removing the criteria that someone has to be apparently eligible to CalWORKs in order to qualify for diversion and base the criteria on the client's circumstance and ability to maintain the situation on their own without the need of continued assistance.
 - When applying income and resource requirements for diversion, use only half of their income and/or resource value or increase the limits for income and resources for diversion only.
 - Increasing the amount of the diversion payment. If the applicant doesn't "use" all of the amount, they have 12 months to come back into the office and apply for the remaining amount of their diversion payments
 - Allowing families to reapply for CalWORKs during their diversion period without a repayment penalty or CalWORKs ineligibility.
- d. Expanding job retention services;
- e. Exempting the hard-to-serve from WTW activities and the 20% exemption or providing flexibility in the time limit (dependent upon terms and conditions of TANF authorization). Developing an eligibility definition to 250% of the federal poverty level (FPL). Currently, the CalWORKs poverty level is 130% of the FPL for each Assistance Unit (AU). An increase to 250% would ensure more families meet income eligibility requirements.

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.

85. 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 family members’ employment status.*
86. 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.
87. 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.*
88. 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.
89. *SUPPORT efforts to allow the CalFresh redetermination process to be done by mail without interview and permit the mail in process for CalFresh aged and/or disabled households. This would increase the efficiency of CalFresh redetermination and help people who are receiving the benefit who would have difficulty coming into a benefits office.*
90. SUPPORT efforts to expand the number of counties in the Federal IV-E waiver funding for pre-placement, prevention activities; development of caretaker recruitment and retention campaigns;; 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.*
91. 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.

92. OPPOSE any legislation that increases tobacco taxes but does not contain language to replace any funds consequently lost to The California Children and Families Act/Trust Fund for local services as currently funded by tobacco taxes, Proposition 10 in 1998 and Proposition 99 in 1988.
93. 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.
94. 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 *if verified that this is an increase by fiscal analysts 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). Budgets in these programs have been flat or cut and an increase would greatly help low-income people find work and stay in jobs.*
95. SUPPORT efforts to increase the number of subsidized child care slots to address the shortage of over 20,000 slots serving children 0-12 years of age in Contra Costa County; and SUPPORT efforts to enhance the quality of early learning programs and maintain local Quality Rating and Improvement Systems (QRIS) for early learning providers. *Affordable child care is key to low-income workers remaining employed and there is a significant dearth of subsidized child care slots. Increasing quality of early learning is important to developing skills in the next generation.*
96. SUPPORT the restoration of funding for Facility Restoration and Repair (FRR) grants by California Department of Education. *Increasing the funding amounts for facility restoration of early childhood education would allow for improved facilities at Head Start sites.*
97. SUPPORT continued and improved funding for substance abuse treatment and mental health services including those that provide alternatives to incarceration and Laura's Law.
98. SUPPORT alignment of verification requirements for CAIWORKS, CalFRESH and Medi-Cal programs to simplify the customer experience and reduce the potential for error. Consider letting all programs access the Federal Hub used through CalHEERS. *Currently these programs have different requirements for client verification, though they are all benefit programs. Alignment of verifications would make program administration more efficient and improve the client experience.*

99. SUPPORT legislation to expand early child care and education and increase funding for preschool and early learning.
100. SUPPORT ending the student restrictions that disallow CalFresh for poor students. *Students should not be penalized for getting an education.*
101. SUPPORT Allowing all individuals in receipt of Unemployment Benefits (UIB) to be automatically eligible for CalFresh. *Applying for UI and CalFresh is duplicative because requirements of both programs are so similar. This would increase CalFresh uptake in an efficient way.*
102. SUPPORT A State Earned Income Tax Credit. Developing a state earned income tax credit would incentivize work and reduce poverty. *The Federal EITC program is the most effective government antipoverty program and 22 other states have a state EITC.*
103. SUPPORT establishing a State funded and administered General Assistance Program. *The General Assistance Program is 100% County funded. Moving it to the State would relieve pressure on the County budget and appropriately direct costs to the State.*

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.

104. SUPPORT efforts to ensure that counties who have existing or proposed Class II Indian gaming facilities receive the Special Distribution Funds.
105. 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.
106. 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.
107. SUPPORT State authority to tighten up the definition of a Class II machine.

108. 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

109. SUPPORT efforts to promote economic incentives for "smart growth," in Priority Development Areas 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" and Sustainable Community Strategy principles.*
110. 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.*
111. 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.*
112. SUPPORT efforts to obtain a CEQA exemption or to utilize CEQA streamlining provisions for infill development or Priority Development Areas, including in unincorporated areas. Section 15332 of the CEQA Guidelines is a Categorical Exemption for infill development projects but only within cities or unincorporated areas of a certain size surrounded by cities. *Without the exemption, housing projects in the unincorporated areas that are not surrounded by cities (e.g. North Richmond, Montalvin Manor and Rodeo) 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. The CEQA exemption bill signed by the Governor in 2013 (SB 741) only applies to mixed-use or non-residential projects in the unincorporated areas that are both within ½ mile of a BART station and within the boundaries of an adopted Specific Plan.*
113. 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.
114. OPPOSE efforts to limit the County's ability to exercise local land use authority.

115. 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.*
116. 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 Wildlife. Support efforts to streamline implementation of NCCPs including exemptions from unnecessary regulatory oversight such as the Delta Plan Covered Actions process administered by the Delta Stewardship Council.
117. 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, blight removal and promoting smart growth and affordable housing development, while balancing the impacts on revenues for health and safety programs and healthy communities.
118. OPPOSE legislation that would create substantial uncertainty over the tax allocation bonds issued by redevelopment agencies and possible negative credit impact.
119. SUPPORT legislation that would resolve the administrative funding gap for agencies serving as the Successor Housing Agency. Such legislation should not have a negative impact on the localities' general fund. The Redevelopment Dissolution Act allows Successor Agencies a modest allowance of tax increment funds to support Successor Agency administrative costs. There is no such carve out for Housing Successors. However, unlike Successor Agencies, Housing Successors have an ongoing obligation to monitor existing affordable housing developments. These obligations will continue for up to 55 years.
120. SUPPORT legislation that would clarify the ability of successor agencies to former redevelopment agencies to enter into contracts with its sponsoring jurisdiction and third parties to fulfill enforceable obligations. *The existing redevelopment dissolution statute limits the contracting powers of successor agencies which is causing delays in their ability to expeditiously retire certain enforceable obligations of the former redevelopment agencies.*
121. SUPPORT legislative and regulatory efforts that streamline compliance with the California Environmental Quality Act (CEQA) by integrating it with other environmental protection laws and regulations, modifying the tiering of environmental reviews,

expanding the application of prior environmental reviews, focusing areas of potential CEQA litigation, and enhancing public disclosure and accountability.

- 122. OPPOSE CEQA reform efforts that reduce environmental protections for projects that cross county or city boundaries.
- 123. SUPPORT efforts to improve or streamline CEQA for efficiency without losing sight of its ultimate goal to thoroughly identify environmental impacts and mitigations.
- 124. OPPOSE efforts to change CEQA solely to accommodate one particular infrastructure project or set of projects.
- 125. SUPPORT legislation that amends Section 20133 of the Public Contract Code to 1) delete the existing sunset date of July 1, 2014 for design-build authority granted to counties, and 2) eliminate the current project cost threshold of \$2.5 million required for the use of the design-build method.

Law and Justice System Issues

- 126. 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.
- 127. 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.*
- 128. OPPOSE legislative proposals to realign additional program responsibility to counties without adequate funding and protections.
- 129. OPPOSE legislation that would shift the responsibility of parolees from the state to the counties without adequate notification, documentation and funding.
- 130. 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.
- 131. SUPPORT legislation that will combat the negative impact that human trafficking has on victims in our communities, including the impact that this activity has on a range of

County services and supports, and support efforts to provide additional tools, resources and funding to help counties address this growing problem.

132. ADVOCATE for State legislation banning the sale of alcopop products by businesses that sell alcoholic beverages. The California Department of Alcoholic Beverage Control is responsible for regulating the type of alcohol products that a business may sell. *A type of flavored malt alcoholic beverage product known as “alcopops” has been identified as a contributor to under-age drinking in the County. The term alcopops usually refers to sweetened malt or alcoholic beverages that are typically sold in single-serving bottles or cans.*

Levee Issues

133. 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.*
134. SUPPORT legislation that requires the levee repair funds generated by Proposition 1E be spent within one year or legislative hearings conducted on expediting the expenditure of bond proceeds through the Department of Water Resources Delta Levees Section. 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. Legislative hearings may produce explanations from the state as to why these funds are not being distributed or identify methods to streamline administration of these funds.
135. 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% 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. 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.

136. 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.
137. 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.*
138. 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 Council, as adopted 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 Council's Delta Plan. (2) If the jurisdiction finds the project is consistent with the Delta Plan, they notify the Council of this finding. (3) Anyone who objects to the project may appeal the consistency finding, and it will be up to the Council to make the final decision. Should the 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

139. 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.
140. 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.

141. 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

142. 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.*
143. 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

144. SUPPORT increased flexibility in the use of transportation funds.
145. 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.*
146. 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 the expansion of school safety improvement programs such as crossing guards, revised school zone references in the vehicle code, Safe Routes to Schools (SR2S) grants, efforts to improve the safety, expansion and security of freight transportation system including public and private maritime ports, airports, rail yards, railroad lines, rail bridges and sidings. The County also supports limits or elimination of public liability for installing traffic-calming devices on residential neighborhood streets.

147. 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.*
148. 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.*
149. 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 preserving the authority of Public Works over County roads by way of ensuring the Board of Supervisors' control over County roads as established in the Streets & Highways Code (Ch2 §940) is not undermined. This includes strongly opposing any action by a non-local entity that would ultimately dilute current Board of Supervisors discretion relative to road design and land use.
150. SUPPORT efforts to coordinate planning between school districts, the state, and local jurisdictions for the purposes of: (1) locating and planning new schools, (2) funding programs that foster collaboration and joint use of facilities, and (3) financing off-site transportation improvements for improved access to existing schools. The County supports the California Department of Education's current effort to better leverage school facilities in developing sustainable communities. Related to this effort, the County supports reform of school siting practices by way of legislative changes related to any new statewide school construction bond authorization. The County takes the position that reform components should include bringing school siting practices and school zone references in the vehicle code into alignment with local growth management policies, safe routes to school best practices, State SB 375 principles, and the State Strategic Growth Council's "Health in All Policies Initiative."

151. 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.
152. 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).*
153. SUPPORT legislative and administrative measures to enhance rail safety, increase state oversight of railroad bridges, provide funding for the training of first responders, and implement regulations that increase tank car safety standards for cars transporting crude oil and other hazardous materials, and regulations that require railroads to share data with state emergency managers and local responders.

Veterans Issues

154. SUPPORT legislation and budget actions that will continue the state's annual local assistance for County Veterans Service Offices at a minimum of the \$5.6 million level. The eventual goal is to fully fund CVSOs by appropriating the full \$11 million in local assistance funding as reflected in Military and Veterans Code Section 972.1(d). *County Veterans Service Offices (CVSOs) play a vital role in the local veteran community, not only within the Veterans Affairs claims process, but in other aspects as well. This includes providing information about all veterans' benefits (Federal, State and local), as well as providing claims assistance for all veteran-related benefits, referring veterans to ancillary community resources, providing hands-on development and case management services for claims and appeals and transporting local veterans to VA facilities.*
155. SUPPORT legislation and budget actions that will provide veterans organizations with resources to make necessary repairs to, or replacement of, their meeting halls and facilities. *Across California, the meeting halls and posts of Veterans Service Organizations such as the American Legion and Veterans of Foreign Wars serve as unofficial community centers. Many of these facilities are not compliant with Americans with Disabilities Act accessibility standards, are not earthquake retrofitted, or have deteriorated in recent years due to declining membership and reduced rental revenues as a result of the economic downturn. The County will support legislation that would create a competitive grant program for veterans' organizations, classified by the IRS as 501c19 non-profit organizations and comprised primarily of past or present members of the United States Armed Forces and their family members, to use for repairs and improvements to their existing facilities.*

156. SUPPORT legislation that will improve the timeliness and quality of both VA benefits claim decisions and VA healthcare services. Specifically, legislation that works toward improving on the expedited processing of claims, providing VA healthcare, and administering of benefits to populations with unique needs, such as homeless Veterans, Women Veterans, and Veterans experiencing service related Posttraumatic Stress Disorder or service related Traumatic Brain Injury.

Waste Management Issues

157. SUPPORT legislation that establishes producer responsibility for management at the end of their useful life of products, including pharmaceuticals, batteries, sharps and veterinary medicine.
158. SUPPORT efforts to increase the development of markets for recycled materials.
159. SUPPORT legislative and regulatory efforts to allow third parties, under specific circumstances and conditions, to collect and transport household hazardous waste to collection facilities.
160. SUPPORT legislation that seeks to remedy the environmental degradation and solid waste management problems on a State-wide basis of polystyrene containers and single-use plastic bags typically given away for free at grocery, retail and other establishments.
161. SUPPORT legislation that does not require increased diversion from landfills without out an adequate funding mechanism.
162. 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.*
163. SUPPORT legislation that relieves counties with privately-operated landfills from the state requirement for maintaining a 15-year supply of disposal capacity for waste generated within each county. *In 1989, Contra Costa County amended its general plan to accommodate construction of Keller Canyon Landfill. Due to the difficulty in siting landfills and the requirements of Public Resources Code 47100 – Countywide Siting Element, the County maintained authority to control the amount of waste disposed at this facility from outside the county. Despite Contra Costa County’s opposition, AB 845 became law on January 1, 2013 and prohibits any jurisdiction from regulating the amount of waste disposed at a privately-operated landfill based on its place of origin.*

Because local jurisdictions can no longer control importation of waste to privately-operated landfills, a host County that receives a significant amount of waste from outside

the county will have a greater need to undertake the difficult task of identifying new disposal capacity pursuant to the Countywide Siting Element requirement. Since the state believes there is no need for local jurisdictions to regulate disposal of solid waste by place of origin, the state should remove existing statutes that require each County with privately-operated landfills to identify sufficient disposal capacity for the waste generated by the jurisdictions within that County.

164. SUPPORT legislation that can reduce the amount of harmful pharmaceuticals (including veterinary medicine) that ultimately enter waste water treatment facilities, bodies of water, and landfills.
165. SUPPORT legislative and regulatory efforts to restrict payments from the Beverage Container Recycling Program Fund for redemption of beverage containers sold out of state. *Fraudulent redemption of these beverage containers is costing the Fund from \$40 million to \$200 million annually. This fraud combined with loans to the General Fund to reduce the State budget deficit has significantly reduced the availability of funds for increasing recycling as intended under the law.*
166. SUPPORT legislative and regulatory efforts that correct the imbalance between the County's regulatory authority to control the collection and disposal of solid waste generated within the unincorporated areas and our exposure to state penalties for failing to meet state mandates for diverting solid waste generated within these areas as a result of Appellate Court decisions. *In litigation where the County sought to protect its solid waste franchise authority for unincorporated areas the court awarded franchise authority to the Rodeo Sanitary District and Mountain View Sanitary District while the County remains exposed to state penalties for failing to meet state mandates for reducing disposal of solid waste generated in these areas.*



To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Process for Seletion of Impartial Obover for Ambulance Service Selection

RECOMMENDATION(S):

CONSIDER providing direction to the Emergency Medical Services Agency on the selection process to choose two individuals to serve as impartial observers during the selection of the County's emergency ambulance service provider.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

On January 13, 2014 the Board considered approving the Final Emergency Ambulance Request for Proposals (RFP), directing the Emergency Medical Services Agency to submit the RFP to the California State EMS Authority and, upon State approval, release the RFP.

During the discussion on this topic, the Board determined that it would be beneficial to have two impartial observers involved in the service provider selection process. The Board of Supervisors is being requested to provide input into the process to be used to select these two individuals. Staff recommends considering the following:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

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

Contact: Dorothy Sansoe,
925-335-1009

By: , Deputy

cc:

BACKGROUND: (CONT'D)

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1. Advertisements for interested parties will be placed on the County home page, on the Health Services Department website, in the local newspaper, e-mailed to all known parties who may have an interest and posted by the Clerk of the Board of Supervisors in the same manner currently used for vacancies on advisory bodies.
2. Interested applicants will submit a cover letter explaining their interest and a resume detailing their qualifications
3. Applicants must be residents of Contra Costa County
4. Applicants must have knowledge of and/or orientation with the EMS system in Contra Costa County
5. Applicants may not be current County employees or employees, board members, or consultants of any potential bidder
6. Applicants must be able to commit a minimum of three full days
7. Application period will be open for a minimum of two weeks

The candidates will be selected by a representative of the County Administrator, a representative of the EMS Agency and the Chair of the Executive Fire Chiefs or their designee, based on the candidates ability to meet the above criteria and their degree of knowledge of the County EMS System. In the event that no volunteers are available, the process will proceed with an observer provided by the County Administrator's Office.

CONSEQUENCE OF NEGATIVE ACTION:

Direction will not be provided.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 20, 2015

Subject: Notice of Completion of Contract for the Pacifica Avenue Sidewalk - Inlet Drive to Mariner's Cove Drive Project, Bay Point area.

RECOMMENDATION(S):

ADOPT Resolution No. 2015/26 accepting as complete the contracted work performed by Hess Concrete Construction Company, Inc. for the Pacifica Avenue Sidewalk - Inlet Drive to Mariner's Cove Drive Project, as recommended by the Public Works Director. Project No. 0662-6R4026-14, Federal Project No. SRTSL-5928(112)

FISCAL IMPACT:

The Project was funded by 60% Federal Safe Routes to School Funds (SRTS), 9% Transportation Development Act Funds (TDA), 31% Local Road Funds.

BACKGROUND:

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of December 30, 2014.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Kevin Emigh,
925-313-2233

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The contractor will not be paid and acceptance notification will not be recorded.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/26

Recorded at the request of: Design/Construction

Return To: Design/Construction

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

Adopted this Resolution on 01/20/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2015/26

In the Matter of Accepting and Giving Notice of Completion of Contract for the Pacifica Avenue Sidewalk - Inlet Drive to Mariner's Cove Drive Project, Bay Point area. Project No. 0662-6R4026-14, Federal Project No. SRTSL-5928(112)

WHEREAS the Board of Supervisors RESOLVES that on July 29, 2014, the County contracted with Hess Concrete Construction Company, Inc. for the work generally consisting of sidewalk improvements, curb ramps, curb and gutter, pavement repair, storm drain improvements, endwall construction, slurry, and thermoplastic signing and striping in the Bay Point area, with Travelers Casualty and Surety Company of America as surety, for work to be performed on the grounds of the County; and

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of December 30, 2014.

NOW THEREFORE, BE IT RESOLVED said work is ACCEPTED as complete on said date, and the Clerk shall file with the County Recorder a copy of this resolution and Notice as a Notice of Completion for said contract.

Contact: Kevin Emigh, 925-313-2233

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 20, 2015

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: Accepting completion of private improvements for subdivision MS05-00005, Walnut Creek area. (District IV)

RECOMMENDATION(S):

ADOPT Resolution No. 2015/23 accepting completion of private improvements for subdivision MS05-00005, for a project developed by Thomas A. Halaszynski, as recommended by the Public Works Director, Walnut Creek area. (District IV)

FISCAL IMPACT:

No fiscal impact to County Funds. The funds to be released are developer fees that have been held on deposit.

BACKGROUND:

The developer has completed the private improvements per the Subdivision Agreement, and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:

The completion of private improvements will not be accepted.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Jocelyn A. B. LaRocque,
925-313-2315

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

By: , Deputy

cc: Records, Design/Construction, Maintenance Division, Engineering Services, Originator, J. A.B. LaRocque, Public Works, Finance Division, T - 10-20-15, Thomas Halaszynski 231 Tice Vly Blvd WC 94596, Indemnity Co. of Ca 17771 cowan, Ste 100 Irvine 92614- B.A. Pfister

ATTACHMENTS

Resolution No.

2015/23

Recorded at the request of: **BOARD OF SUPERVISORS**

Return To: **PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES**

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

Adopted this Resolution on 01/20/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2015/23

IN THE MATTER OF accepting completion of private improvements for subdivision MS05-00005 for a project developed by Thomas A. Halaszynski, as recommended by the Public Works Director, Walnut Creek area. (District IV)

WHEREAS

These private improvements are approximately located near Tice Valley Boulevard

The Public Works Director has notified this Board that the private improvements in subdivision MS05-00005 have been completed as provided in the Subdivision Agreement with Thomas A. Halaszynski heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

NOW THEREFORE BE IT RESOLVED that the private improvements have been COMPLETED as of January 20, 2015, thereby, establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: September 23, 2008

NAME OF SURETY: Indemnity Company of California

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$21,900.00, Bond No. 728036 S issued by the above surety be RETAINED for the six-month lien guarantee period until June 20, 2015 at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Public Works Director is AUTHORIZED to Pay \$581.92 to the Public Works Department for reimbursement of unpaid fees taken from the \$1,000.00 cash deposit (Auditor's Deposit Permit No. 505995 dated July 3, 2008) in accordance with the Subdivision Agreement; and the Subdivision Agreement and surety bond are exonerated.

Contact: Jocelyn A. B. LaRocque, 925-313-2315

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 20, 2015

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

By: , Deputy

cc: Records, Design/Construction, Maintenance Division, Engineering Services, Originator, J. A.B. LaRocque, Public Works, Finance Division, T - 10-20-15, Thomas Halaxzynski 231 Tice Vly Blvd WC 94596, Indemnity Co. of Ca 17771 cowan, Ste 100 Irvine 92614- B.A. Pfister



Contra
Costa
County

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 20, 2015

Subject: Approving the fourth extension of the Subdivision Agreement for subdivision SD08-09215, San Ramon area.
(District II)

RECOMMENDATION(S):

ADOPT Resolution No. 2015/24 approving the fourth extension of the Subdivision Agreement for subdivision SD08-09215, for a project being developed by Randolph D. and Roxanne W. Lindsay, as recommended by the Public Works Director, San Ramon area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Subdivision Agreement needs to be renewed as the improvements are not completed. (Approximately 0% of the work has been completed to date.) The developer has requested additional time to complete improvements. Granting an extension gives the developer an additional year to complete the improvements and keeps the bonding current.

CONSEQUENCE OF NEGATIVE ACTION:

The Subdivision Agreement will not be renewed if the extension is not granted; the developer cannot complete the improvements; the bonds cannot be kept current; and the County may need to take legal action to complete the improvements or revert the subdivision to acreage.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Jocelyn A. B. LaRocque,
925-313-2315

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

By: , Deputy

cc: Engineering Services, Originator, J. A.B. LaRocque, W. Lai, Division Manager, Engineering Services, Engineering Services, J. Capozzo, Design/Construction, Department of Conservation and Development, T - 11-11-15, Randolph D. & Roxanne W. Lindsay, 2301 Norris Cyn Rd SR, CS 94583, Suretec Insurance Co 3033 5th Ave. Ste 300 San Diego, CA 92103 Attn: S. R. Blac

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/24

Extension

Recorded at the request of: **BOARD OF SUPERVISORS**

Return To: **PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES**

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

Adopted this Resolution on 01/20/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2015/24

IN THE MATTER OF approving the fourth extension of the Subdivision Agreement for subdivision SD08-09215, for a project being developed by Randolph D. and Roxanne W. Lindsay, as recommended by the Public Works Director, San Ramon area. (District II)

WHEREAS the Public Works Director having recommended that she be authorized to execute the fourth agreement extension, which extends the Subdivision Agreement between Randolph D. and Roxanne W. Lindsay, and the County for construction of certain improvements in subdivision SD08-09215, San Ramon area, through January 12, 2016;

- APPROXIMATE PERCENTAGE OF WORK COMPLETE: 0%
- ANTICIPATED DATE OF COMPLETION: October 31, 2015
- BOND NO.: 4375140 Date: October 23, 2009
- REASON FOR EXTENSION: Because of the economic reasons, the development has has been delayed. Work to begin Spring 2015.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

Contact: **Jocelyn A. B. LaRocque, 925-313-2315**

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 20, 2015

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

By: , Deputy

cc: Engineering Services, Originator, J. A.B. LaRocque, W. Lai, Division Manager, Engineering Services, Engineering Services, J. Capozzo, Design/Construction, Department of Conservation and Development, T - 11-11-15, Randolph D. & Roxanne W. Lindsay, 2301 Norris Cyn Rd SR, CS 94583, Suretec Insurance Co 3033 5th Ave. Ste 300 San Diego, CA 92103 Attn: S. R. Blac

CONTRA COSTA COUNTY
SUBDIVISION AGREEMENT EXTENSION

Development Number: SD08-09215
Developer: Randolph D. and Roxanne W. Lindsay
Original Agreement Date: January 12, 2010
Fourth Extension New Termination Date: January 12, 2016

Improvement Security

SURETY : Sure-Tec Insurance Company

BOND No. 4375140

Security Type

Cash:

SURETY BOND:

Date: October 23, 2009

Security Amount

\$ 1,280.00 (1% cash, \$1,000 Min.)

\$ 126,720.00 (Performance)

\$ 64,000.00 (Labor & Material)

The Developer and the Surety desire this Agreement to be extended through the above date; and Contra Costa County and said Surety hereby agree thereto and acknowledge same.

Dated: _____

FOR CONTRA COSTA COUNTY
Julia R. Bueren, Public Works Director

By: _____

RECOMMENDED FOR APPROVAL:

By: 
(Engineering Services Division)

(NOTE: Developer's, Surety's and Financial Institution's Signatures must be Notarized.)

FORM APPROVED: Victor J. Westman, County Counsel

After Approval Return to Clerk of the Board

**PLEASE SEE
ATTACHED NOTARY**

Dated: 12/5/14

Roxanne W. Lindsay
Developer's Signature(s)

Roxanne W. Lindsay
Printed

Randolph D. Lindsay
Developer's Signature(s)

RANDOLPH D. LINDSAY
Printed

2301 NORRIS CANYON SAN RAMON
Address

Suretec Insurance Company 12/9/14
Surety or Financial Institution

3033 5th Avenue, #300 San Diego, CA 92103
Address


Attorney in Facts Signature

Sandra R. Black, Attorney-in-fact
Printed

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

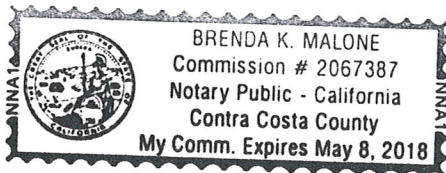
CIVIL CODE § 1189

State of California

County of Contra Costa

On 12/5/14 before me, Brenda K Malone, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Randolph D and Roxanne W Lindsay
Name(s) of Signer(s)



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: [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Contra Costa County Subdivision Agreement Extension

Document Date: 12/5/14 Number of Pages: One

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Randolph D Lindsay

☐ Corporate Officer — Title(s): _____

☒ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Self

Signer's Name: Roxanne W Lindsay

☐ Corporate Officer — Title(s): _____

☒ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Self

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento

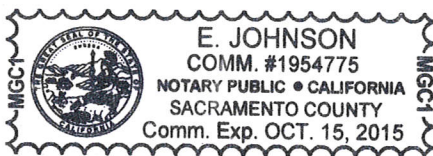
On 12/9/14 before me, E. Johnson, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Sandra R. Black

Name(s) of Signer(s)



Place Notary Seal Above

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

Signature of Notary Public E. Johnson

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:
SureTec Insurance Company

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing: _____



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: Approving the second extension of the Subdivision Agreement for subdivision SD91-07553, Alamo area. (District II)

RECOMMENDATION(S):

ADOPT Resolution No. 2015/25 approving the second extension of the Subdivision Agreement for subdivision SD91-07553, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Subdivision Agreement needs to be renewed as the improvements are not completed. (Approximately 0% of the work has been completed to date.) The developer has requested additional time to complete improvements. Granting an extension gives the developer an additional year to complete the improvements and keeps the bonding current.

CONSEQUENCE OF NEGATIVE ACTION:

The Subdivision Agreement will not be renewed if the extension is not granted; the developer cannot complete the improvements; the bonds cannot be kept current; and the County may need to take legal action to complete the improvements, or revert the subdivision to acreage.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Jocelyn A. B. LaRocque,
925-313-2315

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

By: , Deputy

cc: Engineering Services, Originator, J. A.B. LaRocque, W. Lai, Division Manager, Engineering Services, Engineering Services, J. Capozzo, Design/Construction, Department of Conservation and Development, T - 11-12-15, Discovery Builders, Inc., c/o A. D. Seeno, III 4061 Port Chicago Hwy., Ste. H Cn, Safeco Insurance Co of America 1340 Treat Blvd, Ste 400 Alamo, CA 94597 Attn: Je

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Resolution No. 2015/25

Extension

Recorded at the request of: **BOARD OF SUPERVISORS**

Return To: **PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES**

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

Adopted this Resolution on 01/20/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2015/25

IN THE MATTER OF approving the second extension of the Subdivision Agreement for subdivision SD91-07553, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Alamo area. (District II)

WHEREAS the Public Works Director having recommended that she be authorized to execute the second agreement extension, which extends the Subdivision Agreement between Discovery Builders, Inc., and the County for construction of certain improvements in subdivision SD91-07553, Alamo area, through January 12, 2017;

- APPROXIMATE PERCENTAGE OF WORK COMPLETE: 0%
- ANTICIPATED DATE OF COMPLETION: December 31, 2017
- BOND NO.: 6653214 Date: December 16, 2009
- REASON FOR EXTENSION: Because of the current economy demand for custom lots has been low.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

Contact: **Jocelyn A. B. LaRocque, 925-313-2315**

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 20, 2015

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

By: , Deputy

cc: Engineering Services, Originator, J. A.B. LaRocque, W. Lai, Division Manager, Engineering Services, Engineering Services, J. Capozzo, Design/Construction, Department of Conservation and Development, T - 11-12-15, Discovery Builders, Inc., c/o A. D. Seeno, III 4061 Port Chicago Hwy., Ste. H Cn, Safeco Insurance Co of America 1340 Treat Blvd, Ste 400 Alamo, CA 94597 Attn: Je

CONTRA COSTA COUNTY
SUBDIVISION AGREEMENT EXTENSION

Development Number: SD91-07553

Developer: Alamo Land Investors, LLC and Alamo 37, LLC

Original Agreement Date: January 12, 2010

Second Extension New Termination Date: January 12, 2017

Improvement Security

SURETY: Safeco Insurance Company of America

BOND No.: 6653214

Date: December 16, 2009

Security Type

Security Amount

Cash:

\$ 44,920.00 (1% cash, \$1,000 Min.)

SURETY BOND:

\$ 4,447,080.00 (Performance)

\$ 2,246,000.00 (Labor & Material)

The Developer and the Surety desire this Agreement to be extended through the above date; and Contra Costa County and said Surety hereby agree thereto and acknowledge same.

Dated: Dec January 20, 2015

Dated: December 22, 2014

FOR CONTRA COSTA COUNTY
Julia R. Bueren, Public Works Director

By: _____

Developer's Signature(s)

Printed

Developer's Signature(s)

Albert D. Seeno, III

Printed

4061 Port Chicago Hwy, Ste H, Concord, CA
Address

Safeco Insurance Company of America

Surety or Financial Institution

1340 Treat Blvd., Suite 400, Walnut Creek, CA 94597

Address

By: Jean L. Neu

Attorney in Facts Signature

Jean L. Neu

Printed

RECOMMENDED FOR APPROVAL:

By: [Signature]
(Engineering Services Division)

(NOTE: Developer's, Surety's and Financial Institution's Signatures must be Notarized.)

FORM APPROVED: Victor J. Westman, County Counsel

After Approval Return to Clerk of the Board

ACKNOWLEDGMENT

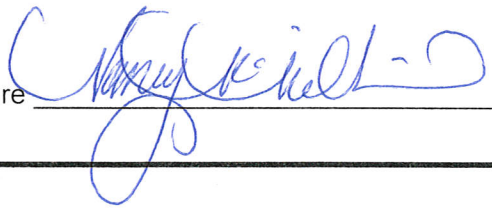
State of California
County of Contra Costa)

On December 22, 2014 before me, Nancy McMillin, Notary Public
(insert name and title of the officer)

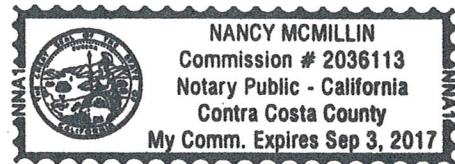
personally appeared Albert D. Seeno, III
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 

(Seal)



ACKNOWLEDGMENT

State of California

County of Santa Clara)

On December 19, 2014 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

personally appeared Jean L. Neu,
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.

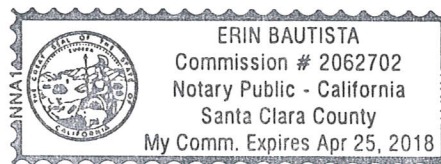
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Erin Bautista

(Seal)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5633987

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bradley N. Wright; Bryan D. Martin; Erin Bautista; Frances M. Murphy; Jean L. Neu

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of October, 2012.



First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 30th day of October, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of December, 2014.



By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: January 20, 2015

Subject: Authorization to Negotiate Ground Lease & Development Terms for Approximately 4.5 Acres of County-Owned Land at the Buchanan Field Airport

RECOMMENDATION(S):

AUTHORIZE the Director of Airports, or designee, to negotiate a ground lease and development terms between the County, as Landlord, and TDI Automotive Group, as the developer, for approximately 4.5 acres of land on the northwest corner of Marsh Drive and Solano Avenue at the Buchanan Field Airport.

FISCAL IMPACT:

There is no negative impact on the General Fund. The Airport Enterprise Fund could realize lease and other revenues. The County General Fund could realize sales tax and other revenues if a lease and an agreement for the apportionment of tax revenues with the City of Concord are successfully negotiated.

BACKGROUND:

On November 20, 2014, the Contra Costa County Public Works – Airports Division received a letter of interest from a private party to develop a commercial use on the approximately 4.5 acre project on the subject site.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Beth Lee, (925)
681-4200

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The development site is approximately 4.5 acres of land owned by the County and located on the northwest corner of Marsh Drive and Solano Avenue on the north side of Buchanan Field Airport. The parcel is designated for non-aviation use on the Buchanan Field Master Plan. The parcel is under the jurisdiction of the Buchanan Field Airport and is partially (approximately 20%) within the unincorporated County and the balance (approximately 80%) is within the City of Concord.

In accordance with prior discussions with the Federal Aviation Administration's (FAA) Airports District Office (ADO) regarding development at Buchanan Field, the County notified existing commercial tenants at Buchanan Field and Byron Airport and placed an advertisement in the regional newspaper to solicit other competitive interest in the property. The development solicitation letter and publication provided a response deadline of December 22, 2014, for all competitive interests in the approximate 4.5 acre parcel to be submitted to the County Airport Office. The County did not receive any additional letters of interest to develop this property.

Consistent with the master developer selection process that was approved by the Board of Supervisors on May 23, 2006, projects without a competitive interest are to proceed with the traditional environmental review and lease development processes. The commercial development project will be presented to the Aviation Advisory Committee, the Airport Committee, and any other party as deemed relevant to enhance community relations and collaborative relationships.

Unless and until a final lease agreement is fully executed by all parties, this Board Order, any draft lease agreement, other communications or conduct of the parties shall have absolutely no legal effect, may not be used to impose any legally binding obligation on the County and may not be used as evidence of any oral or implied agreement between the parties or as evidence of the terms and conditions of any implied agreement.

Development of this 4.5 acre vacant parcel for commercial use would expand economic development activity at Buchanan Field Airport and lead to increased revenues to the Airport Enterprise Fund. This development will also facilitate the growth and development as identified in the adopted Buchanan Field Airport Master Plan. A business proposal must be consistent with the Airport Master Plan and General Plan for consideration.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in initiating the developer selection process will result in a delay of developing vacant land at Buchanan Field Airport and may negatively impact the Airport Enterprise Fund and County General Fund.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



**Contra
Costa
County**

To: Contra Costa County Flood Control District Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: January 20, 2015

Subject: APPROVE the contingency fund increase of \$20,000 for the Upper Sand Creek Basin Wetland Restoration project, Antioch area.

RECOMMENDATION(S):

APPROVE a payment limit increase in the amount of \$20,000 for the construction contract with SMP Services, Inc. for the Upper Sand Creek Basin Wetland Restoration Project for a new payment limit of \$193,846, effective January 20, 2015, as recommended by the Chief Engineer, Antioch area, and

APPROVE and AUTHORIZE the Chief Engineer, or designee to execute Contract Change Order No. 3 with SMP Services, Inc., effective January 20, 2015, in an amount not to exceed \$13,769.00. Project No. 7562-6D8518-13.

FISCAL IMPACT:

Project is being funded by 100% Drainage Area 130 Funds.

BACKGROUND:

To increase the species diversity and to replace plantings that died in the 2014 drought at Upper Sand Creek Basin Wetlands

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Kevin Emigh,
925-313-2233

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Restoration Project, additional plantings are required. This change will allow the installation of additional species and replacement plants. The payment limit is being increased from \$173,846 to a new payment limit of \$193,846. The increase in the contingency fund from \$35,804 to \$55,804 is necessary to compensate the contractor for replacement items.

CONSEQUENCE OF NEGATIVE ACTION:

The lack of approval would prevent successful completion of this contract and prevent the contractor from being compensated for additional costs.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra Costa County

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: January 20, 2015

Subject: claims

RECOMMENDATION(S):

DENY claims filed by Michael Baird, Adan Granados, Mia Granados, a minor, individually & through her mother, Monica Sanchez, and Monica Sanchez.

FISCAL IMPACT:

No Fiscal Impact.

BACKGROUND:

*

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Joellen Balbas
925.335.1906

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: January 20, 2015

Subject: Public report of litigation settlement agreements that became final during the period of December 1, 2014 through December 31, 2014.

RECOMMENDATION(S):

RECEIVE public report of litigation settlement agreements that became final during the period of December 1, 2014 through December 31, 2014, as recommended by County Counsel.

FISCAL IMPACT:

Settlement amounts are listed below.

BACKGROUND:

Three agreements to settle pending litigation, as defined in Government Code section 54956.9, became final during the period of December 1, 2014 through December 31, 2014.

Contra Costa County v. Martha E. Romero, et al., Los Angeles Sup. Ct. Case No. BC522936. On October 21, 2014, the Board of Supervisors authorized settlement of a legal malpractice lawsuit. The defendant agreed to pay the County \$155,000 in settlement of the lawsuit and any related claims against her. The settlement was authorized in closed session by a 5-0 vote. The settlement became final on December 5, 2014.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Thomas Geiger, 925
335-1800

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

By: , Deputy

cc: Thomas Geiger, Assistant County Counsel; , Sharon Hymes-Offord, Risk Manager

BACKGROUND: (CONT'D)

Liability Claim of Mustang Soccer League, Inc. On August 5, 2014, the Board of Supervisors authorized settlement of a claim for a property tax refund filed by Mustang Soccer League, Inc. The amount refunded under the settlement is \$116,799 plus interest. The settlement was authorized in closed session by a 5-0 vote. The settlement became final on December 12, 2014.

Ambac Bond Insurance Cases, San Francisco Sup. Ct. Case No. CJC-08-004555 (JCP 4555). On July 29, 2014, the Board of Supervisors authorized settlement of a case involving municipal bond insurance. As part of a settlement of several consolidated cases, Financial Security Assurance, Inc. and Assured Guaranty Corp. agreed to pay the County \$1,000. The settlement was authorized in closed session by a 5-0 vote. The settlement became final on December 15, 2014.

No agreements to settle pending litigation became final during the period of August 1, 2014 through November 30, 2014.

This report includes final settlements of litigation matters handled by the Office of the County Counsel. This report does not include litigation settlements that were reported by the Risk Management Division of the County Administrator's Office as a consent item on the Board's open session agenda.

CONSEQUENCE OF NEGATIVE ACTION:

The report would not be accepted.

CHILDREN'S IMPACT STATEMENT:

N.A.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 20, 2015

Subject: ACCEPT Board Members meeting reports for December 2014

RECOMMENDATION(S):

ACCEPT Board Members meeting reports for December 2014.

FISCAL IMPACT:

none.

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 ex cetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Joellen Balbas
925.335.1906

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

By: , Deputy

cc:

ATTACHMENTS

District II Report

District I Report

District IV

District III

Report

Supervisor Candace Andersen – Monthly Meeting Report *December 2014*

<u>Date</u>	<u>Meeting</u>	<u>Location</u>
1	Internal Ops	Martinez
1	JCC, Regional Med Ctr	Martinez
2	Board of Supervisors	Martinez
2	Mayor Installations	Orinda, Walnut Creek, Danville
4	CTP	Walnut Creek
4	EDA East Bay	Oakland
4	TWIC	Martinez
4	ABAG	Oakland
5	County Connection O & S	Danville
8	DVOC	San Ramon
8	Family & Human Services	Martinez
8	Lafayette City Council	Lafayette
9	Board of Supervisors	Martinez
10	LAFCO	Martinez
10	Moraga Town Council Reorg	Moraga
11	CCCSWA	Walnut Creek
16	Board of Supervisors	Martinez
17	Hansamo Scholarship Awards	San Ramon
18	CCCTA	Concord
19	EBRSCA Meeting	Dublin
19	Special BOS Meeting	Martinez
20	Welcome Home Ceremony	Danville

[illegible]

**Supervisor Karen Mitchoff
December 2014**

DATE	MEETING NAME	LOCATION	PURPOSE
12/1/2014	Internal Operations	Martinez	Decisions on agenda items
12/1/2014	CCRMC JCC/PAC Meeting	Martinez	Decisions on agenda items
12/1/2014	City of Pleasant Hill City Council Reorganization	Pleasant Hill	Community Outreach
12/2/2014	Board of Supervisors Meeting	Martinez	Decisions on agenda items
12/2/2014	City of Walnut Creek City Council Reorganization	Walnut Creel	Community Outreach
12/3/2014	ABAG Regional Planning Committee	Oakland	Decisions on agenda items
12/4/2014	ABAG Executive Board Meeting	Oakland	Decisions on agenda items
12/8/2014	Meeting with Secretary Laird	Sacramento	Water Advocacy
12/8/2014	Walden Association Meeting	Walnut Creel	Community Outreach
12/9/2014	Board of Supervisors Meeting	Martinez	Decisions on agenda items
12/11/2014	TRANSPAC	Pleasant Hill	Decisions on agenda items
12/11/2014	Legislation Committee	Martinez	Decisions on agenda items
12/11/2014	CCCSWA Board Meeting	Walnut Creel	Decisions on agenda items
12/16/2014	Board of Supervisors Meeting	Martinez	Decisions on agenda items
12/19/2014	Board of Supervisors Special Meeting	Martinez	Decisions on agenda items

Supervisor Mary Nejedly Piepho - December 2014 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
2-Dec	Board of Supervisors Meeting	Martinez	Business Meeting
3-Dec	Constituent Meeting	Brentwood	Business Meeting
3-Dec	* Delta Conservancy	West Sacramento	Business Meeting
3-Dec	Meeting with Antioch School Board Member, Deborah Vinson	Brentwood	Business Meeting
3-Dec	District III Holiday Open House	Brentwood	Community Outreach
4-Dec	Transportation, Water & Infrastructure Committee	Martinez	Business Meeting
4-Dec	Constituent Meeting	Concord	Business Meeting
8-Dec	Meeting with Secretary Laird and 5 Delta Counties	Sacramento	Business Meeting
8-Dec	Meeting with Delta Counties Coalition	Sacramento	Business Meeting
9-Dec	Board of Supervisors Meeting	Martinez	Business Meeting
9-Dec	Contra Costa County Fire Protection District	Martinez	Business Meeting
9-Dec	Housing Authority Meeting	Martinez	Business Meeting
9-Dec	Swearing-In Antioch City Councilmember, Lori Ogurchuk	Antioch	Community Outreach
10-Dec	California Contractors Alliance Event	Walnut Creek	Community Outreach
10-Dec	LAFCO Meeting	Martinez	Business Meeting
10-Dec	Swearing-In Antioch School Board Member, Deborah Vinson	Antioch	Business Meeting
11-Dec	Meeting with East Bay Leadership Council, Executive Director Kristin Connolly	Martinez	Business Meeting
11-Dec	Legislation Committee Meeting	Martinez	Business Meeting
11-Dec	Meeting with Deputy Sheriffs' Association, Ken Westerman	Martinez	Business Meeting
11-Dec	Meeting with Dana Dean	Martinez	Business Meeting

11-Dec	Transplan and East Contra Costa Regional Fee & Finance Authority Meeting	Antioch	Business Meeting
12-Dec	Contra Costa Health Plan Committee Meeting	Brentwood	Business Meeting
15-Dec	Meeting with Delta Stewardship Council Member, Randy Fiorini	Brentwood	Business Meeting
15-Dec	Constituent Meeting	Brentwood	Business Meeting
16-Dec	Board of Supervisors Meeting	Brentwood	Business Meeting
16-Dec	District III Holiday Staff Luncheon	Brentwood	Business Meeting
17-Dec	USDA-ARS Delta Area Wide Weed and Mosquito & Vector Control Meeting	Stockton	Business Meeting
17-Dec	Tri Delta Transit Meeting	Antioch	Business Meeting
17-Dec	Tri Delta Transit Board of Directors Holiday Dinner	Brentwood	Community Outreach
19-Dec	State Controller's Committee on County Tax Collecting Procedures	Sacramento	Business Meeting
19-Dec	Contra Costa County Fire Protection District Special Meeting	Martinez	Business Meeting
22-Dec	Phone Meeting with Delta Stewardship Council Member, Randy Fiorini	Brentwood	Business Meeting

* Reimbursement may come from an agency other than Contra Costa County



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: January 20, 2015

Subject: Resolution recognizing Leila Douglass as the 2015 Lafayette Business Person of the Year

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Lauri, 925
957-8860

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.
2015/29

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

In the matter of:

Resolution No. 2015/29

recognizing Leila Douglass as the 2015 Lafayette "Marquis" Business Person of the Year.

Leila Douglass opened her doors for business in Lafayette 18 years ago, in 1997, and earned a five star rating for her work with her team of employees designing and creating custom kitchens, bathrooms, and homes for local residents; and

Whereas, in 2014 she opened a second state-of-the-art showroom with everything from lighting, to exclusive plumbing fixtures, tile, and bathroom vanities; and

Whereas, Leila graciously shares her success with Lafayette and Contra Costa County in numerous ways, serving as the Lafayette Chamber Board President in 2014 and currently serving as the secretary, she spearheaded the successful SHOP LAFAYETTE program, the new premiere membership program and the local gift card program; and

Whereas, Leila and her business have generously given back to local organizations through sponsorship and a company team supporting Shelter Inc.'s annual Hike for Shelter; and through additional donations given to Habitat for Humanity East Bay, Lafayette Partners in Education, Futures Explored, Youth Homes, and the Lindsay Wildlife Museum; and

Whereas, Leila's business was awarded Small Business of the Year in 2011 by the Contra Costa Council and Outstanding Corporate Philanthropist in 2013 by the East Bay Leadership Council.

Now, Therefore, Be It Resolved that the Board of Supervisors of Contra Costa County does hereby thank **Leila Douglass** for her dedication and commitment to Lafayette.

JOHN GIOIA

Chair,
District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III 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 20, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: January 20, 2015

Subject: Celebrating 30 Years of Tobacco Prevention Efforts in Contra Costa County

FISCAL
IMPACT:

None

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: James Lyons,
510-231-8692

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2015/35

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

In the matter of:

Resolution No. 2015/35

Celebrating 30 Years of Tobacco Prevention Efforts in Contra Costa County

Whereas, in 1984 the American Cancer Society, American Heart Association, American Lung Association and Contra Costa Health Services formed the Smoking Education Coalition; and

Whereas, the Smoking Education Coalition joined with the Board of Supervisors and Contra Costa's 19 cities to become the first multi-jurisdictional region in the nation to adopt uniform legislation restricting smoking in indoor workplaces and public spaces; and

Whereas, the County received its first Proposition 99 funds in 1989 and formed the Contra Costa County Tobacco Prevention Coalition; and

Whereas, the Tobacco Prevention Coalition, the Board of Supervisors and 15 cities enhanced indoor air ordinances between 1991 and 1994 to protect workers from secondhand smoke; and

Whereas, In 1997 the Board of Supervisors and the Mayor's Conference declared tobacco-free youth to be public a health priority and requested a model ordinance to reduce the demand for and supply of tobacco products to youth; and

Whereas, the Youth Task Force of the Tobacco Prevention Coalition joined with the Tobacco Prevention Project to draft a Model Tobacco-Free Youth Ordinance; and

Whereas, the Tobacco Prevention Coalition's youth partners, TIGHT, the Tobacco Industry Gets Hammered by Teens, and ETA, Empowerment Through Action, mobilized hundreds of teens to advocate for local policies to protect youth from the tobacco industry; and

Whereas, the Board of Supervisors and the City Councils of 18 cities adopted the Tobacco-Free Youth Ordinance and versions of the Tobacco Retailer's License Ordinance; and

Whereas, the Sheriff's Office and cities did enforce Labor Code 6404.5, reducing the workplace smoking in the unincorporated county and in the cities; and

Whereas, the smoking rate among Contra Costa adults decreased 31.1% between 1990 and 2002, the second greatest decline among California counties and regions; and

Whereas, the Tobacco Prevention Coalition, the Board of Supervisors, and at least seven cities have protected residents by prohibiting the use of electronic smoking devices where smoking tobacco is prohibited between 2011 and 2014, and the Board of Supervisors and at least one city require a tobacco retailer license for sale of electronic smoking devices; and

Whereas, the Tobacco Prevention Coalition, the Board of Supervisors, and at least eleven cities have further protected residents from secondhand smoke indoors, outdoors and/or in multi-unit housing residences through the adoption of secondhand smoke protections ordinances between 2006 and 2014.

Now, Therefore, Be It Resolved that the Board of Supervisors does congratulate the Contra Costa County Tobacco Prevention Coalition and its predecessor, the Smoking Education Coalition, on 30 years of successful efforts to reduce smoking rates among adults and youth, and to change norms governing tobacco use and sales in the County.

JOHN GIOIA

Chair,
District I Supervisor

CANDACE ANDERSEN

District II Supervisor

MARY N. PIEPHO

District III 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 20, 2015

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 20, 2015

Subject: Property Tax Administrative Cost Recovery

RECOMMENDATION(S):

1. RECEIVE the 2014-2015 report of the Auditor-Controller that contains the property tax-related costs of the Assessor, Tax Collector, Auditor and Assessment Appeals Board for the 2013-2014 fiscal year, as required by Resolution No. 97/129.
- 2.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Lisa Driscoll (925)
335-1023

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

FIX March 3, 2015 at 9:30 a.m. for a public hearing on the determination of property tax administrative costs.

- DIRECT the Clerk of the Board to notify affected local jurisdictions of the public hearing.
- DIRECT the Clerk of the Board to prepare and publish the required legal notice and make supporting documentation available for public inspection.

FISCAL IMPACT:

None. The report details the property tax-related costs of the County in fiscal year 2013-14 in order to determine the amount of cost recovery in fiscal year 2014-15. The determination of the property tax administrative costs will occur at the hearing on March 3, 2015.

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.

ATTACHMENTS

2014-15 Property Tax Administrative Cost Recovery Report

Office of the Auditor-Controller
Contra Costa County

Robert R. Campbell
Auditor-Controller

625 Court Street
Martinez, California 94553-1282
Phone (925) 646-2181
Fax (925) 646-2649




Elizabeth A. Verigin
Assistant Auditor-Controller

Harjit S. Nahal
Assistant Auditor-Controller

January 14, 2015

TO: Contra Costa County Board of Supervisors

FROM: Robert Campbell, Auditor-Controller 

SUBJECT: **2014-2015 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 2014-15 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 2013-14 fiscal year. Also included are all offsetting revenues received by the County for providing property tax related services. The 2013-14 net cost of property tax administration was \$14,262,983. This amounts to approximately .66% of all 2013-14 property taxes levied countywide.

Attachment II allocates the \$14,262,983 net cost to each incorporated city and to each local jurisdiction receiving property tax revenues during the 2014-15 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 \$6,931,194.

CONTRA COSTA COUNTY

AUDITOR-CONTROLLER'S REPORT

on

2014-2015 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

2014-2015 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 2014-15 Fiscal Year shall be based on the 2013-14 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	\$ 14,171,338	
Tax Collector	3,224,241	
Auditor-Controller	1,286,795	
Assessment Appeals Board	<u>132,068</u>	
Total		\$18,814,442

Overhead Cost per Circular A-87:

Assessor	\$ 991,847	
Tax Collector	246,141	
Auditor-Controller	<u>62,706</u>	
Total		\$1,300,694

Less: Fees Received for Property Tax Related Services:

County General	\$ 2,169,270	
Assessor	495,129	
Tax Collector	2,203,817	
Auditor-Controller	<u>983,937</u>	
Total		<u>\$5,852,153</u>

**Net Property Tax Administration Cost,
2014-2015 Fiscal Year**

\$14,262,983

CONTRA COSTA COUNTY

2014-2015 Property Tax Administration Charges

ASSESSOR'S DEPARTMENT

<u>DIRECT AND INDIRECT DEPARTMENTAL COST</u>		<u>ACTUAL 2013-2014</u>
Salaries & Employee Benefits	\$	12,139,803
Services & Supplies		2,219,301
Fixed Assets		0
Other Charges		0
		<hr/>
Gross Cost	\$	14,359,104
Less:		
* Intrafund Transfers		(187,766)
Fixed Assets		0
		<hr/>
TOTAL ASSESSOR COST	\$	14,171,338
 LESS: ASSESSOR REVENUE OFFSETS		 <hr/> (495,129)
 NET ASSESSOR DEPARTMENT COST		 <hr/> 13,676,209 <hr/>

CONTRA COSTA COUNTY

2014-2015 Property Tax Administration Charges

TREASURER-TAX COLLECTOR'S DEPARTMENT

	DIRECT AND <u>INDIRECT DEPARTMENTAL COST</u>	ACTUAL <u>2013-2014</u>
Salaries & Employee Benefits		\$ 3,117,413
Services & Supplies		1,431,376
Other Charges		8,034
Fixed Assets		<u>0</u>
Gross Cost		\$ 4,556,823
Less:		
* Fixed Assets		0
Intrafund transfers		3,020
Treasury Function Costs		(1,215,109)
Business License Program		<u>(120,493)</u>
TOTAL TAX COLLECTOR COST		\$ 3,224,241
 LESS: TAX COLLECTOR REVENUE OFFSETS		 \$ <u>(2,203,817)</u>
 NET TAX COLLECTOR COST		 \$ <u>1,020,424</u>

* Fixed asset costs included in the A-87 allocation are excluded from direct costs.

CONTRA COSTA COUNTY

2014-2015 Property Tax Administration Charges

AUDITOR-CONTROLLER'S DEPARTMENT

PROPERTY TAX FUNCTION - DIRECT AND <u>INDIRECT DEPARTMENTAL COSTS</u>	ACTUAL <u>2013-2014</u>
Salaries & Employee Benefits	\$ 651,202
Information Technology Costs	397,966
Other Services and Supplies	94,309
Accounts Payable - Supplemental & Other Tax Refunds	7,213
Department Overhead Allocation	<u>136,105</u>
GROSS PROPERTY TAX FUNCTION COSTS	\$ 1,286,795
LESS: TOTAL PROPERTY TAX FUNCTION REVENUE OFFSETS	\$ <u>(983,937)</u>
NET AUDITOR-CONTROLLER COST	\$ <u>302,858</u>

CONTRA COSTA COUNTY

2014-2015 Property Tax Administration Charges

ASSESSMENT APPEALS BOARD

<u>DIRECT AND INDIRECT COSTS</u>	<u>ACTUAL</u> <u>2013-2014</u>
Clerk of the Board	\$ 67,000
Assessment Appeals Board - allowances and postage	25,908
County Counsel	<u>39,159</u>
TOTAL ASSESSMENT APPEALS BOARD COSTS	\$ <u>132,068</u>

CONTRA COSTA COUNTY

2014-2015 Property Tax Administration Charges

FEDERAL A-87 OVERHEAD ALLOCATION

<u>Department</u>	A-87 Plan 2013-2014 <u>Actual</u>	Percent Property Tax <u>Related</u>	Net to <u>Allocate</u>
Assessor	\$ 991,847	100%	\$ 991,847
Tax Collector	346,677	71%	246,141
Auditor-Controller(Tax Division)	<u>62,706</u>	100%	<u>62,706</u>
TOTALS	\$ <u>1,401,230</u>		\$ <u>1,300,694</u>

CONTRA COSTA COUNTY

2014-2015 Property Tax Administration Charges

REVENUE OFFSETSCounty General

0005 9608 Supplemental Tax Administration Fees	\$	<u>2,169,270</u>	
			\$ 2,169,270

Assessor

0016 1600 Administration		966,025	
1600 Excludable revenues (Direct credits and non-property tax related revenues)		(730,000)	
0016 1605 Drafting		10,052	
1610 Appraisal		0	
1647 Roll Maintenance		<u>249,052</u>	
			\$ 495,129

Tax Collector

0015 Tax Collector Revenue		2,967,380	
Excludable revenues (Direct credits and non-property tax related revenues)		<u>(763,563)</u>	
			\$ 2,203,817

Auditor-Controller

0010 1004 Tax & Cost Accounting Division Revenue		1,687,780	
Excludable revenues (Direct credits and non-property tax related revenues)		<u>(703,843)</u>	
			\$ 983,937

TOTAL REVENUE OFFSETS			\$ <u><u>5,852,152</u></u>
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CONTRA COSTA COUNTY
2014-2015 ADMINISTRATIVE COST ALLOCATION

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2014-2015 AB 8 Allocation	2014-2015 Unitary Allocation	2014-2015 Pass-thru H&S 33676	Net Revenue	2014-2015 Adj Allocation Factors	14,262,983 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
<u>GENERAL COUNTY JURISDICTION</u>							
1003	County General	191,654,384.38	5,711,489	296,735	197,662,608	0.1213961133823	1,731,472
<u>COUNTY GOVERNED SPECIAL DISTRICTS</u>							
1206	County Library	21,560,132.33	347,527	30,445	21,938,103	0.0134734663305	192,172
2020	Contra Costa Fire	89,213,457.33	935,432	76,917	90,225,806	0.0554129194160	790,354
2028	Crockett Carquinez Fire	427,588.22	7,932	0	435,520	0.0002674781219	3,815
3060	East Contra Costa Fire	9,947,966.63	69,768	0	10,017,735	0.0061524742565	87,753
2401	Service Area L-100	693,429.93	14,000	29,047	736,477	0.0004523136535	6,451
2470	Service Area M-1	29,762.86	1,045	0	30,808	0.0000189211212	270
2475	Service Area M-29	53,393.24	512	0	53,905	0.0000331060877	472
2488	Service Area M-16 Clyde	23,289.14	176	0	23,465	0.0000144114312	206
2489	Service Area M-17 Montalvir	146,583.15	1,522	0	148,106	0.0000909602271	1,297
2492	Service Area M-20 Rodeo	9,771.18	103	0	9,874	0.0000060641245	86
2494	Svc Area RD4Bethel Isle	6,527.65	90	0	6,617	0.0000040640446	58
2496	Svc Area M23 Blackhawk	1,900,879.44	13,196	0	1,914,076	0.0011755453904	16,767
2505	Flood Control CCC Water	2,693,316.65	43,756	3,572	2,740,645	0.0016831896870	24,007
2520	Flood Control Zone 3B	4,460,991.67	49,421	0	4,510,413	0.0027701070731	39,510
2521	Flood Cont Z1 Marsh Crk	1,475,950.73	13,117	0	1,489,068	0.0009145231153	13,044
2527	Flood Control Zone 7	51,361.87	974	2,180	54,515	0.0000334811234	478
2530	Flood Control Zone 8	16,189.23	366	0	16,555	0.0000101676594	145
2531	Flood Control Zone 8A	20,703.72	305	0	21,009	0.0000129029419	184
2550	Flood Cont Drainage 290	1,670.83	19	0	1,690	0.0000010377431	15
2551	Flood Cont Drainage 300	4,045.68	36	0	4,082	0.0000025069447	36
2552	Flood Cont Drainage A13	265,446.25	2,017	0	267,463	0.0001642648981	2,343
2554	Flood Cont Drainage 10	287,695.68	2,091	0	289,787	0.0001779747825	2,538

**CONTRA COSTA COUNTY
2014-2015 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2014-2015 AB 8 Allocation	2014-2015 Unitary Allocation	2014-2015 Pass-thru H&S 33676	Net Revenue	2014-2015 Adj Allocation Factors	14,262,983 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
2563	Flood Cont Drainage 127	10,722.59	168	0	10,890	0.0000066883671	95
2583	Flood Cont Drainage 16	68,021.61	531	0	68,553	0.0000421022772	601
2652	S/A Pl 2 Danville	350.64	67	0	418	0.0000002566260	4
2653	S/A Pl-2 Zone A	127,441.72	863	0	128,305	0.0000787995629	1,124
2655	S/A Pl 5 Round Hill	218,971.90	1,403	0	220,375	0.0001353450662	1,930
2656	S/A Police-6	3,589,920.87	1,030,124	0	4,620,044	0.0028374382018	40,470
2657	S/A Pl-2 Zone B	161,052.24	1,506	0	162,558	0.0000998362319	1,424
2702	S/A Lib-2 El Sobrante	89,851.79	1,770	0	91,621	0.0000562699858	803
2710	S/A Lib-10 Pinole	1,031.58	13	0	1,045	0.0000006415558	9
2712	S/A Lib-12 Moraga	8,990.66	263	0	9,254	0.000056832113	81
2713	S/A Lib-13 Ygnacio	117,771.98	1,133	0	118,905	0.0000730266109	1,042
2751	Svc Area R-4 Moraga	26,256.04	766	0	27,022	0.0000165956910	237
2758	Svc Area R-7 Zone A	929,423.08	8,196	0	937,619	0.0005758467009	8,213
2825	Co Co Co Water Agency	513,057.31	9,046	922	523,025	0.0003212200114	4,592
							1,242,616

AUTONOMOUS SPECIAL DISTRICTS

3005	San Ramon Valley Fire	55,627,919.15	761,130	559,160	56,948,209	0.0349752100261	498,851
3007	Kensington Fire	3,209,830.00	18,421	0	3,228,251	0.0019826567121	28,279
3011	Rodeo-Hercules Fire	2,610,109.35	50,330	0	2,660,440	0.0016339308269	23,305
3074	Moraga-Orinda Fire District	18,878,605.74	137,303	0	19,015,908	0.0116787763067	166,574
3102	Co Co Resource Cons	217,616.31	3,777	1,227	222,620	0.0001367239865	1,950
3255	Kensington Community Svc	1,445,089.87	9,118	0	1,454,208	0.0008931136646	12,738
3260	Diablo Community Svc	358,476.35	2,018	0	360,495	0.0002214008470	3,158
3301	CCC Mosquito Abate Dst1	4,029,146.41	75,637	1,612	4,106,395	0.0025219762798	35,971
3406	Central CC Sanitary	13,569,827.99	223,465	68,864	13,862,157	0.0085135573975	121,429

**CONTRA COSTA COUNTY
2014-2015 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2014-2015 AB 8 Allocation	2014-2015 Unitary Allocation	2014-2015 Pass-thru H&S 33676	Net Revenue	2014-2015 Adj Allocation Factors	14,262,983 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
3409	Mt View Sanitary	317,044.14	6,135	0	323,179	0.0001984833000	2,831
3411	Ironhouse Sanitary	219,962.36	4,388	0	224,350	0.0001377864004	1,965
3414	Rodeo Sanitary	219,574.42	4,043	0	223,618	0.0001373366094	1,959
3416	West Co Wastewater	923,578.47	13,913	5,188	942,679	0.0005789538071	8,258
3418	Stege Sanitary	348,057.13	3,933	0	351,991	0.0002161779289	3,083
3422	Byron Sanitary	30,287.82	599	0	30,887	0.0000189692958	271
3240	Crockett-Valona Sanitary	263,785.43	7,974	0	271,759	0.0001669030515	2,381
3430	Twn of Discovery Bay (Comr	538,124.60	4,265	0	542,389	0.0003331128228	4,751
3480	Delta Diablo Z1 W Pittsburg	317,895.63	11,063	71,695	400,654	0.0002460648142	3,510
3481	Delta Diablo Z2 Pittsburg	424,846.93	4,259	57	429,162	0.0002635734637	3,759
3482	Delta Diablo Z3 Antioch	978,435.45	12,858	0	991,293	0.0006088108013	8,683
3515	Los Medanos Healthcare	692,705.89	88,251	19,240	800,197	0.0004914476303	7,010
3520	Mt Diablo Healthcare	229,266.29	1,414	0	230,681	0.0001416743597	2,021
3525	West CCC Healthcare	3,047,574.36	44,562	0	3,092,137	0.0018990611325	27,086
3601	Alamo-Lafayette Cemetery	260,465.76	2,708	0	263,174	0.0001616304480	2,305
3603	B B K Union Cemetery	454,810.98	5,270	0	460,081	0.0002825624433	4,030
3700	Ambrose Rec & Park	411,384.47	13,086	59,949	484,419	0.0002975101635	4,243
3715	Green Valley Rec & Park	45,245.99	321	0	45,567	0.0000279854515	399
3735	Pleasant Hill Rec & Park	2,797,956.49	35,667	856	2,834,479	0.0017408187128	24,829
3740	Rolling-Willart Rec&Park	23,135.69	290	0	23,426	0.0000143873501	205
3770	Bethel Isle Muni Imp	379,568.20	6,424	0	385,992	0.0002370603398	3,381
3803	Co Co Co Water	2,355,138.47	77,712	4,899	2,437,750	0.0014971639966	21,354
3830	Castle Rock Co Water	12,231.26	90	0	12,321	0.0000075671354	108
4001	East Bay Muni Utility	12,048,586.91	162,453	80,240	12,291,279	0.0075487901280	107,668
4002	EBMUD Special District 1	325,532.87	2,854	0	328,386	0.0002016812402	2,877
4007	A-C Transit Spec Dist 1	7,419,270.19	99,047	0	7,518,317	0.0046174361242	65,858

**CONTRA COSTA COUNTY
2014-2015 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2014-2015 AB 8 Allocation	2014-2015 Unitary Allocation	2014-2015 Pass-thru H&S 33676	Net Revenue	2014-2015 Adj Allocation Factors	14,262,983 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
4009	BART	9,707,752.69	155,379	17,523	9,880,655	0.0060682855720	86,552
4010	Bay Area Air Management	2,829,668.35	45,296	0	2,874,964	0.0017656828096	25,184
4025	Dublin San Ramon Svcs	543,358.62	1,032	0	544,391	0.0003343421342	4,769
4026	East Bay Regional Park	41,764,496.46	697,972	40,870	42,503,338	0.0261037741094	372,318
4110	Reclamation Dist 800 Exp	747,306.26	7,005	0	754,311	0.0004632664834	6,608
4111	Discovery Bay Rec/Dmg	41,900.49	389	0	42,289	0.0000259722716	370
4180	East Co Co Irrigation	2,416,135.85	21,626	0	2,437,762	0.0014971714771	21,354
4181	Byron-Bethany Irrigation	959,857.96	8,506	0	968,364	0.0005947287248	8,483
							<u>1,732,718</u>
<u>CITIES & CITY SPECIAL DISTRICTS</u>							
4201	City of Clayton	819,422.21	11,882	54,664	885,969	0.0005441248643	7,761
4202	City of Concord	11,967,040.49	178,826	0	12,145,866	0.0074594833745	106,394
4203	City of Brentwood	7,806,841.50	48,791	21,162	7,876,794	0.0048375978885	68,999
4204	City of San Pablo	325,216.74	11,095	0	336,311	0.0002065484195	2,946
4205	City of El Cerrito	6,146,083.66	66,831	0	6,212,915	0.0038157127326	54,423
4206	City of Walnut Creek	12,732,434.66	175,357	0	12,907,792	0.0079274262489	113,069
4207	City of Pleasant Hill	2,537,851.43	18,712	0	2,556,564	0.0015701346085	22,395
4208	City of Martinez	7,043,520.30	103,751	0	7,147,272	0.0043895556256	62,608
4209	City of Antioch	8,546,490.79	121,752	0	8,668,243	0.0053236724698	75,931
4210	City of Pittsburg	3,176,305.96	47,585	0	3,223,891	0.0019799793754	28,240
4211	City of Hercules	1,007,372.30	29,370	0	1,036,742	0.0006367234874	9,082
4212	City of Pinole	1,944,096.75	23,779	0	1,967,876	0.0012085869915	17,238

**CONTRA COSTA COUNTY
2014-2015 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2014-2015 AB & Allocation	2014-2015 Unitary Allocation	2014-2015 Pass-thru H&S 33676	Net Revenue	2014-2015 Adj Allocation Factors	14,262,983 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
4213	Richmond Tax District 1	22,493,953.56	414,305	0	22,908,259	0.0140692952706	200,670
4214	City of Lafayette	3,913,965.87	21,335	0	3,935,301	0.0024168973538	34,472
4215	Town of Moraga	1,804,643.31	19,994	0	1,824,638	0.0011206162163	15,983
4216	Town of Danville	7,944,233.40	64,636	0	8,008,870	0.0049187130920	70,156
4217	City of San Ramon	12,786,319.51	268,473	0	13,054,792	0.0080177079417	114,356
4218	City of Orinda	3,968,700.01	40,668	0	4,009,368	0.0024623861915	35,121
4219	City of Oakley	1,948,723.26	11,567	45,094	2,005,384	0.0012316229850	17,567
4227	Richmond Tax District 3	7,262,488.05	90,515	0	7,353,003	0.0045159071433	64,410
4230	Richmond Sewer 1	200,852.26	3,428	0	204,280	0.0001254604171	1,789
4231	Brentwood Rec & Park Dist	1,589,947.59	8,883	0	1,598,831	0.0009819350304	14,005
4232	San Ramon M-29	2,466,917.70	4,619	0	2,471,537	0.0015179145478	21,650
4240	Pleasant Hill Lgt Dist 1	424,519.70	3,524	0	428,043	0.0002628863496	3,750
4241	Svc Area R-8 Walnut Creek	521,166.53	5,291	0	526,457	0.0003233280358	4,612
4248	Clayton Light Mtce 1	30,114.25	323	0	30,437	0.0000186934098	267
4252	Martinez Pine Ridge Mtce	5,994.93	64	0	6,059	0.0000037211109	53
4253	Martinez Parking Dist 1	51,207.04	473	0	51,680	0.0000317396963	453
4263	Lafayette Core Area Mtc	62,408.19	2,317	0	64,725	0.0000397516603	567
4264	Lafayette St Lt Mtce Z1	8,060.00	54	0	8,114	0.0000049832183	71
4271	Concord Vly Terr StLtMtc	2,896.91	31	0	2,928	0.0000017984641	26
4272	Concord Kirkwood Mtce 1	45,455.45	402	0	45,857	0.0000281637417	402
4274	Concord Blhn Terr St Lt	775.01	12	0	787	0.0000004834469	7
4275	PI Hill-Diablo Vista Wtr	164,015.75	1,227	0	165,243	0.0001014854555	1,447
4280	Antioch Parking Mtce 1A	29,245.12	331	0	29,576	0.0000181643923	259
4285	Moraga St Lt Mtce 1	137,121.67	888	0	138,010	0.0000847599192	1,209
4294	Oakley Police Services	340,376.53	998	0	341,375	0.0002096580499	2,990
							<u>1,175,378</u>

**CONTRA COSTA COUNTY
2014-2015 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2014-2015 AB 8 Allocation	2014-2015				2014-2015 Adj Allocation Factors	14,262,983 to Allocate
			Unitary Allocation	(3)	Net Revenue	(6)		
REDEVELOPMENT SUCCESSOR AGENCIES								
4701	Antioch	3,954,207.76	123,118	0	4,077,326	.0025041230261	35,716	
4702	Antioch Project 2	835,558.33	3,897	0	839,455	.0005155582717	7,353	
4703	Antioch Project 3	37,876.33	307	(12,359)	25,824	.0000158601444	226	
4704	Antioch Project 4	559,437.69	7,595	(46,586)	520,447	.0003196368406	4,559	
4705	Antioch Project 4, Amd 1	470,815.43	2,589	(20,052)	453,353	.0002784301842	3,971	
4706	Brentwood Project	1,874,562.13	19,895	0	1,894,457	.0011634965337	16,595	
4707	Brentwood Amendment 1	590,963.07	8,517	0	599,480	.0003681757414	5,251	
4708	North Brentwood	3,493,534.62	11,417	(22,949)	3,482,003	.0021385004816	30,501	
4709	North Brtwd Amnd 2	206,820.18	663	0	207,483	.0001274273755	1,817	
4710	Central Concord	13,211,130.88	766,914	0	13,978,045	.0085847311299	122,444	
4711	Concord Commerce	544,928.18	8,068	0	552,996	.0003396269840	4,844	
4712	Cent Concord RDA Amnd	574,258.88	611	0	574,870	.0003530608350	5,036	
4714	Clayton	5,766,574.12	24,122	(104,138)	5,686,559	.0034924465978	49,813	
4716	Hercules Dynamite	6,190,133.30	47,198	0	6,237,331	.0038307081238	54,637	
4717	Hercules RDA Proj 2	4,124,686.94	13,670	0	4,138,357	.0025416058079	36,251	
4718	Hercules Merged Dyn & Pro	0.00	0	0	0	.0000000000000	0	
4720	El Cerrito	5,574,844.72	59,909	0	5,634,753	.0034606300949	49,359	
4721	El Cerrito Area II	1,705.91	80	0	1,786	.0000010969418	16	
4725	Pinole Vista	5,922,630.70	65,644	0	5,988,275	.0036777482324	52,456	
4726	Pinole Vista 81	3,639,775.58	31,917	0	3,671,693	.0022550002936	32,163	
4728	Oakley RDA Proj 2	108,477.29	368	0	108,845	.0000668481547	953	
4730	Pittsburg Marina	1,479.88	1,272	0	2,752	.00000169000590	24	
4731	Pittsburg Riverside	400,988.42	5,559	0	406,547	.0002496841652	3,561	
4732	Pittsburg Neighborhood I	1,132,470.27	8,965	0	1,141,435	.0007010216572	9,999	
4733	Pittsburg Neighborhood II	491,602.05	5,549	0	497,151	.0003053291223	4,355	

**CONTRA COSTA COUNTY
2014-2015 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2014-2015 AB 8 Allocation	2014-2015 Unitary Allocation	2014-2015 Pass-thru H&S 33676	Net Revenue	2014-2015 Adj Allocation Factors	14,262,983 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
4734	Pittsburg/Los Medanos I	23,577,030.52	328,284	0	23,905,315	.0146816452262	209,404
4735	Pittsburg/Los Medanos II	3,135,868.10	58,103	0	3,193,971	.0019616037249	27,978
4736	Pittsburg/Los Medanos III	10,408,586.46	32,420	0	10,441,007	.0064124299169	91,460
4737	Richmd 8A RDA 2000 Amnc	826,224.61	3,699	0	829,924	.0005097046807	7,270
4738	Richmd 10A RDA 2000 Amr	722,126.56	1,247	0	723,373	.0004442655769	6,337
4739	Richmd 1A RDA 2000 Amnc	138,343.29	247	0	138,591	.0000851164994	1,214
4740	Richmond 1A	391,256.49	9,605	0	400,862	.0002461925898	3,511
4741	Richmond 8A	557,169.37	7,587	0	564,757	.0003468498592	4,947
4742	Richmond 10A	731,650.26	19,215	0	750,866	.0004611502478	6,577
4743	Richmond 10B	59,700.38	2,666	0	62,367	.0000383029410	546
4744	Richmond 11A	10,919,525.28	56,044	0	10,975,569	.0067407357725	96,143
4745	Richmond 12A	69,137.42	1,367	0	70,504	.0000433008745	618
4746	Richmond 8A Henley	55,731.14	547	0	56,278	.0000345636817	493
4747	Richmond 1B	110,110.42	595	0	110,706	.0000679909127	970
4748	Richmond 1C-Potrero	950,441.93	5,493	0	955,935	.0005870951129	8,374
4749	Richmond 3A	826,916.81	4,394	0	831,310	.0005105561312	7,282
4750	Walnut Creek-So Broadway	1,140,219.28	8,655	0	1,148,874	.0007055903433	10,064
4751	Walnut Creek-Mt Diablo	0.00	13,207	0	13,207	.0000081114024	116
4752	Richmd 6A RDA 2000 Amnc	53,950.29	63	0	54,013	.0000331728283	473
4753	Richmd 10B RDA 2000 Amr	13,865.66	83	0	13,949	.0000085666533	122
4754	Richmond 6-A Amend 1	77,018.63	904	0	77,923	.0000478570870	683
4755	Richmond 6-A	538,247.60	2,693	0	540,941	.0003322232085	4,738
4756	Danville Downtown	2,752,692.82	25,148	(308,537)	2,469,304	.0015165434089	21,630
4757	Richmd 11A RDA 2000 Amr	377,315.57	249	0	377,565	.0002318846197	3,307
4758	Richmd 10B RDA 2006 Amr	579,578.80	7,976	0	587,555	.0003608517390	5,147
4760	San Pablo-So Entrance	365,230.41	6,192	0	371,422	.0002281120117	3,254

**CONTRA COSTA COUNTY
2014-2015 ADMINISTRATIVE COST ALLOCATION**

ATTACHMENT II

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		(1)	(2)	(3)	(4)	(5)	(6)
4761	San Pablo-El Portal	2,237,328.53	38,497	0	2,275,826	.0013977169199	19,936
4762	San Pablo-El Portal 79	2,774,704.86	41,790	0	2,816,495	.0017297732616	24,672
4763	San Pablo-Oak Park	827,385.59	8,332	0	835,718	.0005132630765	7,321
4764	San Pablo-Sheffield	332,138.28	3,953	0	336,091	.0002064129485	2,944
4765	San Pablo-Bayview	1,700,780.92	16,505	0	1,717,286	.0010546853622	15,043
4766	San Pablo-El Portal 80	1,187,358.50	20,649	0	1,208,008	.0007419077845	10,582
4767	San Pablo-Oak Park 79	53,885.55	442	0	54,328	.0000333657784	476
4768	San Pablo-Bayview 80	130,114.90	492	0	130,607	.0000802132384	1,144
4769	San Pablo-Legacy RDA	1,241,120.87	4,526	0	1,245,647	.0007650240791	10,912
4770	Pleasant Hill Commons	3,099,103.95	19,532	0	3,118,636	.0019153360364	27,318
4771	Pleasant Hill Commons 1A	103,931.47	835	0	104,767	.0000643433289	918
4772	Plsnt Hill Schoollyrd Anx	1,041,561.59	5,655	0	1,047,217	.0006431568315	9,173
4773	Plsnt Hill Comm 2001 Amnd	792,769.63	1,680	0	794,449	.0004879174735	6,959
4774	Pleasant Hill Commons 200:	0.00	0	0	0	.0000000000000	0
4775	Lafayette RDA	4,683,624.35	9,383	0	4,693,008	.0028822491255	41,109
4777	San Ramon	9,125,378.00	36,368	(1,962,840)	7,198,907	.0044212675742	63,060
4780	CoCoCo Pleasant Hill BART	7,726,585.39	36,900	0	7,763,486	.0047680085799	68,006
4781	CoCoCo West Pittsburg	2,726,278.69	16,746	(751,841)	1,991,184	.0012229018893	17,442
4782	CoCoCo North Richmond	2,070,835.84	9,511	(295,423)	1,784,923	.0010962253960	15,635
4783	CoCoCo Pl H/BART Amnd 1	916,174.58	5,194	(9,483)	911,886	.0005600420518	7,988
4784	Oakley	3,131,205.34	14,961	(111,260)	3,034,907	.0018639129319	26,585
4785	Rodeo	1,990,242.41	8,403	(232,343)	1,766,302	.0010847889041	15,472
4786	CoCoCo Montalvin	267,210.74	1,271	0	268,482	.0001648901971	2,352
Sub-Total: Recoverable Cost							1,449,605

Sub-Total: Recoverable Cost 5,600,317

CONTRA COSTA COUNTY
2014-2015 ADMINISTRATIVE COST ALLOCATION

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2014-2015 AB 8 Allocation	2014-2015 Unitary Allocation	2014-2015 Pass-thru H&S 33676	Net Revenue	2014-2015 Adj Allocation Factors	14,262,983 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
SCHOOL DISTRICTS - EXEMPT FROM COST ALLOCATION							
4016	Ed Phys Handic'd Elem	4,818.21	1,051	0	5,869	.0000036045130	51
4018	Livermore Jt Unified	230,671.34	49,996	0	280,668	.0001723743413	2,459
4020	Chabt-Las Positas Com Col	279,077.09	6,805	0	285,882	.0001755765807	2,504
4022	Dev Ctr Handi'd Minor	862.54	188	0	1,051	.0000006452592	9
4029	Trainable M.R. Alameda	2,173.42	474	0	2,647	.0000016259409	23
5001	Acalanes Union Hi Gen	35,669,888.35	354,225	0	36,024,113	.0221245048058	315,561
5101	Canyon Elementary Gen	62,630.98	976	0	63,607	.0000390650192	557
5201	Lafayette Elementary Gen	13,677,940.63	120,043	0	13,797,984	.0084741448692	120,867
5301	Moraga Elementary Gen	6,826,714.68	64,925	0	6,891,640	.0042325573615	60,369
5401	Orinda Elementary Gen	8,620,525.54	103,561	0	8,724,086	.0053579691585	76,421
5501	Walnut Creek General	17,328,800.44	173,685	0	17,502,485	.0107492950856	153,317
6001	Liberty Union Hi Gen	21,502,965.32	198,063	0	21,701,028	.0133278644599	190,095
6101	Brentwood Elem Gen	11,524,001.03	89,954	11,496	11,625,451	.0071398662239	101,836
6201	Byron Elementary Gen	3,757,893.16	40,885	6,735	3,805,513	.0023371872031	33,335
6301	Knightsen Elementary Gen	1,176,209.35	18,405	4,805	1,199,420	.0007366334736	10,507
6401	Oakley Elementary Gen	8,873,299.09	83,781	0	8,957,080	.0055010641582	78,462
6901	County Schools Gen	24,475,124.45	397,858	107,519	24,980,501	.0153419799584	218,822
6999	ERAF K - 12	196,121,292.04	0	0	196,121,292	.1204495015272	1,717,969
7101	Antioch Unified Gen	27,028,358.07	728,935	59,781	27,817,074	.0170840842886	243,670
7201	John Swett General	6,165,378.46	128,475	104,785	6,398,639	.0039297766887	56,050
7401	Martinez Unified Gen	15,475,141.23	221,509	0	15,696,650	.0096402267326	137,498
7501	Mt Diablo Unified Gen	94,173,489.01	1,235,578	306,253	95,715,320	.0587843493015	838,440
7601	Pittsburg Unified Gen	4,901,516.87	1,083,006	14,022	5,998,545	.0036840556802	52,546
7701	West Co Co Unified Gen	57,332,705.12	778,606	122,838	58,234,149	.0357649807812	510,115

CONTRA COSTA COUNTY
2014-2015 ADMINISTRATIVE COST ALLOCATION

ATTACHMENT II

Fund No	Jurisdiction	Adjusted 2014-2015 AB 8 Allocation	2014-2015 Unitary Allocation	2014-2015 Pass-thru H&S 33676	Net Revenue	2014-2015 Adj Allocation Factors	14,262,983 to Allocate
		(1)	(2)	(3)	(4)	(5)	(6)
7801	San Ramon Valley Unif	124,701,562.76	1,580,625	1,295,412	127,577,600	.0783528304073	1,117,545
7901	Co Co Comm College Gen	71,168,672.61	1,127,382	352,046	72,648,100	.0446174271717	636,378
7999	ERAF Community College	29,200,409.04	0	0	29,200,409	.0179336709272	255,788
		Sub-Total: Exempt School Share					
218	TOTALS	1,604,634,985.81	23,609,959	0	1,628,244,945	1.0000000000000	14,262,983



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 20, 2015

Subject: Resignation from Advisory Council on Aging

RECOMMENDATION(S):

ACCEPT resignation of Darlene Commiskey, DECLARE a vacancy in Member-at-Large Seat No. 19 on the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

None

BACKGROUND:

Ms. Commiskey was appointed to the Advisory Council on Aging for the term September 23, 2014 through September 30, 2015. Ms. Commiskey submitted her resignation on November 17, 2014. The Advisory Council on Aging provides a means for county-wide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of this county. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging.

CONSEQUENCE OF NEGATIVE ACTION:

The Advisory Council on Aging will be unable to fill this vacant position.

CHILDREN'S IMPACT STATEMENT:

None

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Earl Maciel
3-1648

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

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 20, 2015

Subject: Accept Resignation from Advisory Council on Aging

RECOMMENDATION(S):

ACCEPT resignation of Dina Osakue, DECLARE a vacancy in Member-at-Large Seat No. 17 on the Advisory Council on Aging, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

None

BACKGROUND:

The Executive Committee of the Advisory Council on Aging has determined that Ms. Osakue has not met the minimum attendance requirement. Ms. Osakue's appointment would have terminated on September 30, 2016. The Advisory Council on Aging provides a means for county-wide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of this county. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging.

CONSEQUENCE OF NEGATIVE ACTION:

The Advisory Council on Aging will be unable to fill this vacancy.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Earl Maciel
3-1648

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

None



**Contra
Costa
County**

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: January 20, 2015

Subject: RESIGNATION FROM THE COUNTY SERVICE AREA P-5 CITIZENS ADVISORY COMMITTEE

RECOMMENDATION(S):

ACCEPT the resignation of the following person from the Appointee 8 Seat of the County Service Area P-5 Citizens Advisory Committee effective immediately:

Brent Simor
3136 Round Hill Road
Alamo, CA 94507

DECLARE the Appointee 8 Seat vacant and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Candace Andersen.

FISCAL IMPACT:

None.

BACKGROUND:

Established on April 18, 1972, by Resolution Number 72/257, the purpose of the County Service Area P-5 Citizen Advisory Committee is to act as a liaison between the citizens of the P-5 Police District and the Office of the Sheriff of Contra Costa County by: Advising the

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Jill Ray,
925-957-8860

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

By: , Deputy

cc: District 2 Supervisor, Maddy Book, Appointee, CSA P-5 CAC

BACKGROUND: (CONT'D)

Board of Supervisors and the Office of the Sheriff of the community's needs and desires regarding police protection; Promoting public safety in the areas of home safety, traffic safety, vacation security and crime prevention through the neighborhood watch program; and maintaining oversight of expenditures of the public funds accruing in the P-5 Police District.

Mr. Simor moved from the P-5 Police District, therefore he resigned his seat.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain filled without the benefit of a voting member present at meetings.

CHILDREN'S IMPACT STATEMENT:

None.



**Contra
Costa
County**

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: January 20, 2015

Subject: APPOINTMENT TO THE CONTRA COSTA COUNTY LIBRARY COMMISSION

RECOMMENDATION(S):

APPOINT the following person to the District II Alternate Seat of the Contra Costa County Library Commission for a two-year term with an expiration date of June 30, 2016, as recommended by Supervisor Candace Andersen:

Julia Miner
413 Cliffside Drive
Danville, CA 94526

FISCAL IMPACT:

None.

BACKGROUND:

The Contra Costa County Library Commission was established by the Contra Costa County Board of Supervisors in March 1991. The Commission was created to serve in an advisory capacity to the Board of Supervisors and the County Librarian. The Library Commission is comprised of 29 members:

- 18 members representing the cities/towns in Contra Costa County - these Commissioners are appointed by the

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Jill Ray,
925-957-8860

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

By: , Deputy

cc: District 2 Supervisor, Maddy Book, Library Commission, Appointee

BACKGROUND: (CONT'D)

city/town councils

- 5 members represent Contra Costa County - each member of the Board of Supervisors appoints one Commissioner and one Alternate Commissioner
- 5 members represent the Central Labor Council, the Contra Costa Council, the Contra Costa Youth Commission, the Superintendent of Schools, and the Friends Council.

Supervisor Andersen feels Julia Miner will be a positive addition to the Commission.

CONSEQUENCE OF NEGATIVE ACTION:

The District II Alternate Seat would remain vacant.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: January 20, 2015

Subject: Diablo Valley College Appointment to the Aviation Advisory Committee

RECOMMENDATION(S):

APPOINT Tina Dodson as the Diablo Valley College (DVC) representative to the Aviation Advisory Committee as recommended by the DVC President.

Tina Dodson
321 Golf Club Rd.
Pleasant Hill, CA 94523

FISCAL IMPACT:

No Fiscal Impact.

BACKGROUND:

On January 2015, Diablo Valley College sent a letter, attached, nominating Tina Dodson as their representative on the Aviation Advisory Committee (AAC). Ms. Dodson will complete the term vacated by Janet Kaiser and would begin serving as DVC's representative to the Committee immediately upon appointment by the Board of Supervisors and would serve until March 1, 2016.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Beth Lee, (925)
681-4200

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

DVC will continue to not have representation on the Aviation Advisory Committee.

CHILDREN'S IMPACT STATEMENT:

Not Applicable.

ATTACHMENTS

DVC Appointment



DIABLO VALLEY COLLEGE

January 7, 2015

Keith Freitas, Director of Airports, A.A.E., C.A.E.
Contra Costa County
Buchanan Field and Byron Airports
550 Sally Ride Drive
Concord, CA 94520

Dear Mr. Freitas,

I would like to nominate Tina Dodson, Workforce Development Manager at Diablo Valley College for consideration to a seat on the Aviation Advisory Committee. Ms. Dodson's knowledge of Community College, Career & Technical Education and our community would make her a valuable asset to this committee. Thank you for this consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Garcia".

Peter Garcia, President
Diablo Valley College



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Declare Vacancy Seat 2

RECOMMENDATION(S):

DECLARE vacant the At Large Seat #2 currently held by: JIM DOYLE, 2121 Donald Dr. Apt.#14. Moraga, CA 94556, at Large 2, term ending June 30, 2015 and DIRECT the Clerk of the Board to post the vacancy as recommended by the Alcohol and Other Drugs Advisory Board.

FISCAL IMPACT:

None.

BACKGROUND:

The Alcohol and Other Drugs was established in August 1992. The Advisory Board consists of 21 members: three nominated by each of the County Supervisors, three At-large members.

Mr. Doyle is currently employed and his work related activities prevent him from attending Board meetings.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Alcohol and Other Drugs Advisory Board would not be able to post and fill vacancy.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 01/20/2015 ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Fatima Matal Sol,
335-3307

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

By: , Deputy

cc: T Scott, C Rucker, Fatima Matal Sol



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Appointment to the Hazardous Materials Commission

RECOMMENDATION(S):

RE-APPOINT the following individual, Lara Delaney for City Seat #1 and APPOINT Wade Harper as the City Seat #1 Alternate on the Hazardous Materials Commission, to a four year term ending December 31, 2018, as recommended by the Mayor's Conference.

Lara Delaney
City of Martinez
PO Box 51
Martinez, CA 94553-0005

Wade Harper
City of Antioch
PO Box 5007
Antioch, CA 94531-5007

FISCAL IMPACT:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Wendel Brunner, M.D.,
313-6712

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

By: , Deputy

cc: T Scott, C Rucker, Jessica McCracken

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 I of Title 5 of the Government Code.

CONSEQUENCE OF NEGATIVE ACTION:

If this Board Order is not approved, the Hazardous Materials Commission would not be able to appoint the seats to the commission.



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: January 20, 2015

Subject: Appropriation Adjustment for Public Works Airport for Reduction of Commercial Tenant Revenue

RECOMMENDATION(S):

APPROVE Appropriation and Revenue Adjustment No.5039 in the amount of \$30,000 for the reduction of commercial tenant revenue due to a lower revenue stream when a commercial property reverted back to the County Airports and subsequent reduction to anticipated expenditures.

FISCAL IMPACT:

There will be no impact to the General Fund.

BACKGROUND:

On October 6, 2014, the lease for HG Limited terminated and the property reverted back to the County Airports. Rental income was estimated for the property in the budget and due to the downturn in the economy; this anticipated amount will no longer be realized. As a result of this loss of revenue, expenditures will also be reduced.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Beth Lee, (925)
681-4200

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Appropriation adjustments will not occur and the Airport Enterprise Fund budget will reflect overstatement of revenues and expenses and budget estimates will not be accurately reflected.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

ATTACHMENTS

AP005039

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT /
ALLOCATION ADJUSTMENT
T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- ☒ BOARD OF SUPERVISORS
☐ COUNTY ADMINISTRATOR
☐ AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT :			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
4853	4958	TOOLS & SUNDRY EQUIP	30,000	00	
TOTALS			30,000	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: Marie Rullocca DATE 1/12/15

COUNTY ADMINISTRATOR:

BY: Shovel DATE 1/14/15

BOARD OF SUPERVISORS:

YES:

NO:

EXPLANATION OF REQUEST:

REDUCTION OF COMMERCIAL TENANT REVENUE DUE TO THE RELINQUISHMENT
OF LEASE BACK TO THE COUNTY AIRPORT AND SUBSEQUENT REDUCTION
TO ANTICIPATED EXPENDITURES.

Beth Ren

ASST. DIR. OF AIRPORT

12/29/2014

SIGNATURE

TITLE

DATE

APPROPRIATION

APOO

5039

ADJ. JOURNAL NO.

BY: _____ DATE _____

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT/
ALLOCATION ADJUSTMENT
T/C 24

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- ☒ BOARD OF SUPERVISORS
☐ COUNTY ADMINISTRATOR
☐ AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT:			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
4841	9196	AVIATN OPS-RENT & CNCESSN			30,000 00
TOTALS			0 00		30,000 00

APPROVED

AUDITOR-CONTROLLER:

BY: Maria Rulloda DATE 11/18/15

COUNTY ADMINISTRATOR:

BY: Strobl DATE 11/14/15

BOARD OF SUPERVISORS:

YES:

NO:

EXPLANATION OF REQUEST:

REDUCTION TO REVENUE DUE TO RELINQUISHMENT OF COMMERCIAL
TENANT LEASE BACK TO THE COUNTY AIRPORT

Beth Lee

ASST. DIR. OF AIRPORTS 12/29/2014

SIGNATURE TITLE DATE

REVENUE ADJ. RAOO 5039
JOURNAL NO.

BY: _____ DATE _____



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: January 20, 2015

Subject: Appropriation Adjustment - Special Operations Vehicle

RECOMMENDATION(S):

APPROVE Appropriations and Revenue Adjustment No. 5033 authorizing the transfer of appropriations in the amount of \$39,100 from the Sheriff's Office (0255) to Public Works-Fleet Replacement (0064) for the purchase of a vehicle for the Special Operations Division.

FISCAL IMPACT:

This action increases appropriations in Public Works - Fleet Replacement (0064) and reduces appropriations in the Office of the Sheriff (0255) by \$39,100. No change in net county cost.

BACKGROUND:

Since the creation of the Sheriff's Special Operations Division in January, 2014, the Captain's position of this division has been without suitable transportation. The assigned Captain has had to borrow cars from other divisions to meet his transportation needs during this time. The current Captain has approved the use of funds from his division to purchase a new 2015 Ford Taurus sedan. Since the assigned driver will be a sworn law enforcement officer, the vehicle needs to be outfitted with the appropriate emergency equipment.

CONSEQUENCE OF NEGATIVE ACTION:

Appropriations required to purchase the vehicle will not be in place in the Public Works department.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Liz Arbuckle,
925-335-1529

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Appropriations and Revenue Adjustment No. 5033

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

☒ BOARD OF SUPERVISORS

☐ COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office (0255) Public Works (0064)				
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE	
4284	4953	AUTOS & TRUCKS			39,100	00
2507	4953	AUTOS & TRUCKS	39,100	00		
2507	5011	REIMBURSEMENTS-GOV/GOV			39,100	00
TOTALS			39,100	00	78,200	00

APPROVED

AUDITOR-CONTROLLER:

BY: Marie Rutledge DATE 1/9/15

COUNTY ADMINISTRATOR:

BY: Julian Ewell DATE 1/13/15


BOARD OF SUPERVISORS:

YES:

NO:

EXPLANATION OF REQUEST

To transfer appropriations from the Sheriff's Office to PW for
purchase of vehicle for Special Operations Division



SIGNATURE

Fiscal Officer

TITLE

12/23/2014

DATE

APPROPRIATION

APOO

5033

ADJ. JOURNAL NO.

BY: _____ DATE _____

CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT
T/C 24

ACCOUNT CODING		BUDGET UNIT: (0255) Sheriff's Office			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
4284	9951	REIMBURSEMENTS GOV/GOV	39,100	00	
TOTALS			39,100	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: Marie Rimboda DATE 1/7/15

COUNTY ADMINISTRATOR:

BY: Walter E. Hall DATE 1/13/15

BOARD OF SUPERVISORS:

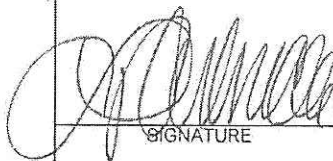
YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

To transfer appropriations from the Sheriff's Office to PW for purchase of vehicle for Special Operations Division



SIGNATURE

Fiscal Officer

TITLE

12/23/2014

DATE

REVENUE ADJ.
JOURNAL NO.

RAOO

5033



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 20, 2015

Subject: Add Eighteen (18) Social Casework Specialist II positions in Employment & Human Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21556 to add eighteen (18) Social Casework Specialist II (X0VB) (represented) positions, and allocate to salary schedule 255 1618 (\$5,363 - \$6,519) in the Children and Family Services Bureau of the Employment and Human Services Department.

FISCAL IMPACT:

Upon approval of these positions will result increase annual salary by \$2,393,884. This will also result in additional retirement cost by \$857,729. These positions will be funded Federal 45%, 55% State Realignment revenues. Approval of these positions will not increase NCC.

BACKGROUND:

The Children & Family Services Bureau (CFS) plans to add eighteen (18) Social Casework Specialist II (SCSII) positions in order to restore the infrastructure of the bureau that was diminished during the economic downturn of the past six years. This increase in staff positions restores resources for service delivery to families ensuring that the most vulnerable children and families are served safely and efficiently. Social Casework Specialist II's are

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Michelle Fregoso
925-313-1568

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

By: , Deputy

cc: EHSD, Human Resources, Otilia Parra

BACKGROUND: (CONT'D)

the front line social workers who provide child abuse assessments, investigations, reunification, and foster care oversight for children, newborn to 21 years old. Currently, Contra Costa County CFS workers support higher caseloads in comparison to the contiguous Bay Area counties. This is attributed to rapid growth of the population in East County and an increase in families being referred to CFS. The additional eighteen positions will allow CFS to adequately respond to the increase in highly complex emergency response referrals for investigations of alleged abuse and neglect and to provide services for on-going case management of families in family maintenance and reunification.

CONSEQUENCE OF NEGATIVE ACTION:

Without the addition of eighteen positions, CFS will not have the capacity to adequately respond to or investigate community referrals to CFS within mandated time frames, thus placing children's safety and well-being at risk. This would also result in increased work for the Social Casework Specialists and Supervisors who are responsible for the on-going investigation of referrals, ongoing case management and service delivery. When the Social Casework Specialists and Social Work Supervisor II's have high caseloads the department is at risk of not providing mandated services and places the County at risk of sanctions.

CHILDREN'S IMPACT STATEMENT:

Access to services and resources in a timely manner are essential to the safety and functioning of a child and family. Children and families need access to services in a timely manner in efforts to have children stay with their families of origin. Not having the necessary staff can result in a child being placed in and out of home care due to lack of "reasonable services" available to families. Not having adequate staffing also places CFS at risk of not complying with mandates to investigate and assess child safety in a timely manner, placing the child at risk of further harm.

ATTACHMENTS

P-300 #21556

POSITION ADJUSTMENT REQUEST

NO. 21556
DATE 11/12/2014

Department Employment and Human Services Dept. Department No./
Budget Unit No. 0502 Org No. 5216 Agency No. A19
Action Requested: Add eighteen (18) Social Casework Specialist II (X0VB) (represented) positions in the Children and Families Services Bureau of the Employment and Human Services Department. [ASSIST 31402]

Proposed Effective Date: 12/3/2014

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 \$2,393,884.00

Net County Cost \$0.00

Total this FY \$1,196,942.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 45% Federal, 55% State Realignment Revenue

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Michelle Fregoso

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

11/13/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/4/2014

ADD eighteen (18) Social Casework Specialist II (X0VB) (represented) positions, and allocate to salary schedule 255 1618 (\$5,363 - \$6,519) in the Children and Family Services Bureau of the Employment and Human Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

Otilia Parra

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/12/2015

☒ 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 _____

Date 1/12/2015

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



**Contra
Costa
County**

To: In-Home Supportive Services Public Authority
From: Kathy Gallagher, Employment & Human Services Director
Date: January 20, 2015

Subject: Add Three Public Authority Senior Benefit Clerks positions for the IHSS-PA

RECOMMENDATION(S):

Acting as the In-Home Supportive Services Public Authority ADOPT Position Adjustment Resolution No. 21598 to add three (3) Public Authority Senior Benefits Clerk (8IH7) (unrepresented) positions and allocate to salary plan and grade 8JX 1033 (\$2,998-\$3,829) in the In-Home Support Services Public Authority.

FISCAL IMPACT:

Upon approval, this action will result in an annual cost of approximately \$234,324, including pension costs of \$88,107, and will be funded by 50% Federal revenue and 50% State revenue.

BACKGROUND:

Effective January 1, 2015, the Public Authority will take on many new responsibilities with the implementation of the Fair Labor Standards Act (FLSA) regulations governing overtime and travel time. In early November, California Department of Social Services (CDSS) mailed

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Roxana Mendoza (925)
313-1672

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

By: , Deputy

cc: EHSD, Human Resources, Otilia Parra

BACKGROUND: (CONT'D)

out informing notices and forms to approximately 7,000 providers; the forms had to be returned by December 15, 2014. Senior Benefits Clerks will be responsible for entering approximately 7,000 California Department of Social Services forms into Case Management, Information and Pay Rolling System (CMIPS). In addition, Senior Benefits Clerks will be responsible for reviewing, approving and entering the provider's travel time into the CMIPS system, and sending and processing additional FLSA required forms received from recipients and providers.

In implementation of FLSA regulations governing IHSS providers overtime and travel time, will increase the current workload of Senior Benefits Clerks, as new recipients and providers come into the IHSS system requiring education on the FLSA rules.

CONSEQUENCE OF NEGATIVE ACTION:

Should these clerical positions not be approved, the Public Authority will be out of compliance with CDSS instructions on SB855 and SB873 which govern the implementation of the FLSA rules. Delays in processing forms would delay the payment to providers for services rendered, thus placing the recipients' care in jeopardy.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P-300 #21598

POSITION ADJUSTMENT REQUEST

NO. 21598
DATE 12/16/2014

Department Employment and Human Services Dept Department No./
Budget Unit No. 0508 Org No. 0508 Agency No. 19
Action Requested: Add three (3) In-Home Support Services Public Authority Senior Benefits Clerk (8IH7) positions for the In-Home Support Services Public Authority of EHSD.

Proposed Effective Date: 1/13/2015

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 \$234,324.00

Net County Cost \$0.00

Total this FY \$117,162.00

N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 50% Federal revenue, 50% State revenue

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Roxana Mendoza 313-1672

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

12/31/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/8/2015

ADD three (3) Public Authority Senior Benefits Clerk (8IH7) (unrepresented) positions and allocate to salary plan and grade 8JX 1033 (\$2,998-\$3,829)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

Otilia Parra

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/12/2015

☒ 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 _____

Date 1/12/2015

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



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 20, 2015

Subject: Convert Two Intermittent Exchange Customer Service Supervisor positions to Full Time in the Call Center

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 21595 to convert two (2) vacant permanent intermittent Exchange Customer Service Supervisor (X7HE) (represented) positions #15176 and #15177 to full time permanent and allocate to salary plan and grade KKK 1506 (\$4,788-\$6,114) in Employment and Human Services Department, Covered California Call Center.

FISCAL IMPACT:

All costs for the Covered California Call Center are funded by the State of California. 100% State. The annual pension cost is \$75,960.

BACKGROUND:

The Covered California Call Center is operated under a contract with the State of California. Covered California has approved the conversion of two permanent intermittent Exchange Customer Service Supervisors positions to permanent positions. EHSD recently hired two (2) Customer Service Agents I and II to respond to the increased call volume due to open enrollment activities; these new positions will require supervision. The Exchange Customer Services Supervisors will provide direct supervision for 40 hours a week, Monday through Friday, 8 a.m. to 8 p.m. and Saturdays 8 a.m. to 6 p.m. Supervisors communicate directly with Covered California regarding Call Agents' performance, schedule adherence, and system outages.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Malinda Brown (925)
313-1572

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

By: , Deputy

cc: EHSD, Human Resources, Otilia Parra

CONSEQUENCE OF NEGATIVE ACTION:

The Call Center will not have the level of supervision necessary to manage the activities of full time customer service staff in accordance with contractual obligations with Covered California.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P-300 #21595

POSITION ADJUSTMENT REQUEST

NO. 21595
DATE 12/24/2014

Department Employment and Human Services Dept Department No./
Budget Unit No. 0506 Org No. 5636 Agency No. A19
Action Requested: Convert two Permanent Intermittent Exchange Customer Service Supervisor (X7HE) positions 15176 and 15177 to permanent full time positions for the Covered California Call Center

Proposed Effective Date: 1/13/2015

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 \$95,838.00

Net County Cost \$0.00

Total this FY \$47,920.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% State of California Covered California

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Anne Crisp 313-1527

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

12/29/2014

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 1/8/2015

Convert two vacant permanent intermittent Exchange Customer Service Supervisor (X7HE) (unrepresented) positions #15176 and #15177 to full time permanent and allocate to salary plan and grade KX 1506 (\$4,788-\$6,114)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

Otilia Parra

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

1/13/2015

☒ 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 _____

Date 1/13/2015

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



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: 611 Las Juntas, Martinez – Lease for the District Attorney

RECOMMENDATION(S):

APPROVE a lease with Lippow Development Company for a one-year, eight month term beginning February 1, 2015 and ending September 30, 2016, for approximately 6,320 square feet of office space located at 611 Las Juntas Street, Martinez, for the District Attorney, under the terms and conditions set forth in the lease. Lease includes eight, one year options to extend lease. (WLP870).

AUTHORIZE the Public Works Director, or designee, to execute a lease on behalf of Contra Costa County (County), and issue a written notice of nonrenewal, if required, under the terms and conditions set forth in the lease.

FISCAL IMPACT:

100% Federal Grant Funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Steve Van Horn (925)
313-2131

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

By: , Deputy

cc: Auditor-Controller

BACKGROUND:

This lease will provide office space as requested by the District Attorney. The lease will obligate the County to pay rent of approximately \$77,420 over the one-year, eight month term. Funding for the lease, with the exception of utility expenses, will be reimbursed to the County by a Federal Grant Fund.

CONSEQUENCE OF NEGATIVE ACTION:

Not authorizing the lease for the District Attorney for occupancy at 611 Las Juntas Street, Martinez, would require the District Attorney to either not have the additional office space required for the expansion of office functions, or require finding another location for office space in the area at an additional expense.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 20, 2015

Subject: Apply for and Accept Funding from the Community Development Block Grant Consortium

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply to the cities of Walnut Creek, Antioch, Pittsburgh and Concord and to the County's Department of Conservation and Development and if awarded, accept Community Development Block Grant funds in a total aggregate amount not to exceed \$200,000 for the purpose of delivering individualized business advice and group training to low-to-moderate income residents of Contra Costa County.

FISCAL IMPACT:

\$200,000; Community Development Block Grant Consortium (CDBG) funding.

BACKGROUND:

The Small Business Development Center (SBDC) delivers group training and individualized advising to support low-to-moderate income individuals achieve self-sufficiency by starting and/or growing micro-enterprises. The project, utilizing matching SBA funds, also supports the creation of additional employment opportunities in key sectors by delivering services focused on accessing capital, securing certifications/procurement contracts, exporting and increasing sales. The Contra Costa Department of Conservation and Development will provide the funding to provide these services to low-income residents of Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Earl Maciel
3-1648

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Services to County residents cannot be provided.

CHILDREN'S IMPACT STATEMENT:

None



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 20, 2015

Subject: Accept Funding for the Poetry Out Loud Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or his designee, to execute a contract with the State of California, California Arts Council, in an amount not to exceed \$1,450 for the Poetry Out Loud program for the term of October 6, 2014 through March 31, 2015.

FISCAL IMPACT:

\$1,450 provided by the California Arts Council. No County match is required.

BACKGROUND:

The California Arts Council provides funding annually for cost of the County to participate in the Poetry Out Loud competition. Poetry Out Loud is an opportunity for high school students throughout the County to learn about poetry and participate in a competition. The winner for Contra Costa County will then proceed on to the Statewide competition.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not be represented in the Statewide Poetry Out Loud Competition.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Dorothy Sansoe,
925-335-1009

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Five community outcomes are established in the Children's Report Card. These activities support outcome No. 1 - Children ready for and succeeding in school.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Interim Director, Conservation & Development Department
Date: January 20, 2015

Subject: Approval of First Amendment to Regulatory Agreement for Berrellesa Palms Apartments in Martinez

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Department Interim Director, or designee, to execute a First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants between Berrellesa Palms L.P. and Contra Costa County for the Berrellesa Palms apartment project in Martinez.

FISCAL IMPACT:

No General Fund impact; 100 percent federal funds were used. HOME, and CDBG funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development. HOPWA funds are provided to the County through an agreement with the City of Oakland.

BACKGROUND:

On December 1, 2012, the County loaned Berrellesa Palms L.P. a total of \$4,775,000 in HOME Investment Partnerships Act (HOME), Community Development Block Grant (CDBG), and Housing Opportunities for Persons with HIV/AIDS (HOPWA) funds to support the development of 49 units of affordable senior housing in Martinez. As a loan requirement, Berrellesa Palms L.P. entered into a regulatory agreement through which it agreed to designate 24 units as County-assisted. Three of these units are reserved for persons with an HIV/AIDS diagnosis (the "HOPWA Units"). The original regulatory agreement required that the HOPWA Units be restricted to persons with incomes at or below 20 percent of the area median income (AMI). Berrellesa Palms L.P. was not able to find eligible tenants for these units. However, they were able to find tenants at this income level without an HIV/AIDS diagnosis. They were

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Kara Douglas
674-7880

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

> also able to find tenants with a HIV/AIDs diagnosis with slightly higher incomes (35 percent AMI). Therefore, they are requesting this First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants to remove the HOPWA requirement from the three units affordable at 20 percent AMI and transfer the HOPWA requirement to three of the four units affordable at 35 percent AMI.

This amendment only affects which units are identified as HOPWA units. The overall number of County-assisted units, and the affordability remains unchanged. With the recommended amendment, the County-assisted units would include the following:

- Three units affordable to households with incomes at or below 20 percent AMI.
- Four units affordable to households with incomes at or below 35 percent AMI (including the three HOPWA Units).
- Five units affordable to households with incomes at or below 40 percent AMI.
- Nine units affordable to households with incomes at or below 50 percent AMI.

CONSEQUENCE OF NEGATIVE ACTION:

If the amendment to the regulatory agreement is not approved, the Berrellesa Palms management company will leave scarce affordable housing units vacant while it continues to search for tenants who meet the narrow parameters for these units.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

First Amendment

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

FIRST AMENDMENT TO
REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
(Berrellesa Palms)
(HOME, CDBG, and HOPWA Funds)

This First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants (the "First Amendment") is dated _____, 2015, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Berrellesa Palms, L.P., a California limited partnership ("Borrower").

RECITALS

- A. The County and Borrower are parties to a Regulatory Agreement and Declaration of Restrictive Covenants between the County and the Borrower dated December 1, 2012, which was recorded in the official records of Contra Costa County on December 19, 2012, as Instrument No. 2012-0324150 (the "Agreement").
- B. The parties desire to amend the Agreement to change the affordability requirements applicable to HOPWA Units such that the affordability of the Development is as follows:

Unit Type	Affordability	HOME/CDBG UNITS	HOPWA UNITS	TOTAL
1 Bedroom	20%	3		3
1 Bedroom	35%	4	3	7
1 Bedroom	40%	5		5
1 Bedroom	50%	9		9
TOTAL		21	3	24

- C. The parties also desire to correct the numbering in Section 1.1 of the Agreement.

The parties therefore agree as follows:

AGREEMENT

1. Capitalized terms used but not defined in this First Amendment are as defined in the Agreement.
2. Section 1.1 Definitions is deleted in its entirety and replaced with the following:

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 defined under the Section 8 Housing Assistance Payment programs in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611, and as further referenced in 24 CFR 574.310(d)(1) for the HOPWA Units, and 24 CFR 92.203(b)(1) for the HOME Units.

(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" means the Community Development Block Grant Program, funded pursuant to Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.).

(f) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.

(g) "City" means the City of Martinez, California, a municipal corporation.

(h) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(i) "County-Assisted Units" means the twenty-four (24) Units within the Development designated as assisted by the County pursuant to this Agreement, which Units are "floating" Units as defined in 24 C.F.R. 92.252(j).

(j) "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, Chicago 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.

(k) "Development" has the meaning set forth in Paragraph E of the Recitals.

(l) "Forty Percent Household" means a household with an Adjusted Income that does not exceed forty percent (40%) of Median Income, adjusted for Actual Household Size.

(m) "Forty Percent Rent" means the maximum allowable rent for a Forty Percent Unit pursuant to Section 2.2(d) below.

(n) "Forty Percent Units" means the Units which, pursuant to Section 2.1(c) below, are required to be occupied by Forty Percent Households.

(o) "HOME" means the Home Investment Partnerships Act Program funded pursuant to the Cranston-Gonzales National Housing Act of 1990.

(p) "HOME Funds" has the meaning set forth in Paragraph C of the Recitals.

(q) "HOME Regulations" means the regulations set forth in 24 C.F.R. Part 92.

(r) "HOME Term" means the period beginning on the date of this Agreement and ending on the twentieth (20th) anniversary of the date of this Agreement.

(s) "HOME Units" means the County-Assisted Units.

(t) "HOPWA" means the Housing Opportunities for Persons with AIDS Program pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et. seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et. seq.).

(u) "HOPWA Eligible Household" means a household that includes at least one Person with HIV/AIDS.

(v) "HOPWA Funds" has the meaning set forth in Paragraph D of the Recitals.

(w) "HOPWA Regulations" means the regulations set forth in 24 C.F.R. Part 574.

(x) "HOPWA Term" means the period beginning on the date of this Agreement and ending on the tenth (10th) anniversary of the date of this Agreement, unless earlier terminated pursuant to Section 2.4.

(y) "HOPWA Units" means three (3) of the County-Assisted Units which Units are (i) Thirty-Five Percent Units, and (ii) restricted to occupancy by HOPWA Eligible Households during the HOPWA Term.

(z) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(aa) "Loan" has the meaning set forth in Paragraph F of the Recitals.

(bb) "Loan Agreement" has the meaning set forth in Paragraph F of the Recitals.

(cc) "Loan Documents" means the documents executed by Borrower evidencing the Loan including the Note, the Loan Agreement, and the Deed of Trust.

(dd) "Low HOME Rent" means a monthly Rent that does not exceed 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).

(ee) "Low Income Household" means a Tenant 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.

(ff) "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.

(gg) "Note" means the promissory note that evidences Borrower's obligation to repay the Loan, as such may be amended from time to time.

(hh) "Other Regulatory Agreements" means: (i) the regulatory agreement and declaration of restrictive covenants associated with the County multi-family housing revenue tax exempt bonds that were purchased by Bank of the West, the proceeds of which were loaned to the Borrower, (ii) the regulatory agreement associated with the Low Income Housing Tax Credits awards to Borrower by the California Tax Credit Allocation Committee, and (iii) the regulatory agreement associated with the Multifamily

Housing Program loan from the California Department of Housing and Community Development to Borrower, all of which will be recorded against the Property.

(ii) "Person with HIV/AIDS" means a person with the disease of acquired immunodeficiency syndrome or any conditions arising from the etiological agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV), as confirmed by a certification of HIV-positive test status to be delivered to and maintained on file by Borrower as such definition may be amended as set forth in 24 C.F.R. 574.3.

(jj) "Property" has the meaning set forth in Paragraph E of the Recitals.

(kk) "Remainder Term" means the period that begins on the date the HOPWA Term expires or is terminated by the County pursuant to Section 2.4, and ends on the last day of the Term.

(ll) "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.

(mm) "Social Services Plan" has the meaning set forth in the Loan Agreement.

(nn) "Tenant" means the tenant household that occupies a Unit in the Development.

(oo) "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 fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

(pp) "Thirty-Five Percent Household" means a household with an Adjusted Income which does not exceed thirty-five percent (35%) of Median Income, adjusted for Actual Household Size.

(qq) "Thirty-Five Percent Rent" means the maximum allowable rent for a Thirty-Five Percent Unit pursuant to Section 2.2(c) below.

(rr) "Thirty-Five Percent Units" means the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Thirty-Five Percent Households.

(ss) "Twenty Percent Household" means a household with an Adjusted Income which does not exceed twenty percent (20%) of Median Income, adjusted for Actual Household Size.

(tt) "Twenty Percent Rent" means the maximum allowable rent for a Twenty Percent Unit pursuant to Section 2.2(b) below.

(uu) "Twenty Percent Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Twenty Percent Households.

(vv) "Unit(s)" means one (1) or more of the units in the Development.

(ww) "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.

(xx) "Very Low Income Units" means the Units which, pursuant to Section 2.1(d) below, are required to be occupied by Very Low Income Households.

3. Section 2.1 Occupancy Requirements is deleted in its entirety and replaced with the following:

2.1 Occupancy Requirements.

(a) Twenty Percent Units. During the Term, Borrower shall cause three (3) Units to be occupied or, if vacant, available for occupancy, by Twenty Percent Households.

(b) Thirty-Five Percent Units.

(1) During the HOPWA Term, Borrower shall cause seven (7) Units to be occupied or, if vacant, available for occupancy, by Thirty-Five Percent Households, of which three (3) must be HOPWA-Eligible Households.

(2) During the Remainder Term, Borrower shall cause seven (7) Units to be occupied or, if vacant, available for occupancy, by Thirty-Five Percent Households, which households are not required to be HOPWA-Eligible Households.

(c) Forty Percent Units. During the Term, Borrower shall cause five (5) Units to be occupied or, if vacant, available for occupancy, by Forty Percent Households.

(d) Very Low Income Units. During the Term, Borrower shall cause nine (9) Units to be occupied or, if vacant, available for occupancy, by Very Low Income Households.

(e) Intermingling of Units. The County-Assisted Units are to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development.

(f) 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.

(g) Senior Occupancy. Borrower has elected to operate the Development as a senior housing development and as such to require all Units in the Development, except for the resident manager's unit, to be occupied or held available for occupancy by households containing "elderly" or "senior citizen" residents. Borrower shall operate the Development at all times in compliance with the provisions of: (i) the Unruh Act, (ii) the United States Fair Housing Act, as amended, and (iii) the California Fair Employment and Housing Act, which relate to lawful senior housing. Borrower shall develop and implement appropriate age verification procedures to ensure compliance with the requirements of this Section. Borrower shall provide the County with a copy of its written verification procedures. Borrower shall indemnify, protect, hold harmless and defend (by 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 seniors. The indemnification provisions of this subsection will survive expiration of the Term or other termination of this Agreement, and remain in full force and effect.

4. Section 2.2 Allowable Rent is deleted in its entirety and replaced with the following:

2.2 Allowable Rent.

(a) HOPWA Rent.

(1) During HOPWA Term. Subject to the provisions of Section 2.3 below, the total monthly Rent paid by a Tenant of a HOPWA Unit during the HOPWA Term may not exceed the amount that is equal to the greater of:

(A) thirty percent (30%) of the household's monthly Adjusted Income, as adjusted pursuant to 24 C.F.R. 574.310(d)(1);

(B) ten percent (10%) of the household's monthly gross income; and

(C) if the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payments that is so designated.

(2) Following Expiration of the HOPWA Term. Subject to Section 2.3 below and the HOPWA Regulations, following the expiration of the HOPWA Term, the Rent paid by a HOPWA Eligible Household that occupies a HOPWA Unit during the HOPWA Term and that continues to reside in the Unit, must be equal to the amount specified in Section 2.2(a)(1).

(3) Following Termination of the HOPWA Term. Subject to Section 2.3 below and the HOPWA Regulations, following the termination of the HOPWA Term pursuant to Section 2.4 below, the Rent paid by a HOPWA Eligible Household that occupies a HOPWA Unit during the HOPWA Term and that continues to reside in the Unit, must be equal to the amount specified in Section 2.2(c).

(b) Twenty Percent Rent. Subject to Section 2.3 below, the Rent paid by a Tenant of a Twenty Percent Unit may not exceed one-twelfth (1/12th) of thirty percent (30%) of twenty percent (20%) of Median Income, adjusted for Assumed Household Size.

(c) Thirty-Five Percent Rent. Subject to Section 2.3 below, the Rent paid by a Tenant of a Thirty-Five Percent Unit that is not a HOPWA Unit may not exceed one-twelfth (1/12th) of thirty percent (30%) of thirty-five percent (35%) of Median Income, adjusted for Assumed Household Size.

(d) Forty Percent Rent. Subject to Section 2.3 below, the Rent paid by a Tenant of a Forty Percent Unit may not exceed one-twelfth (1/12th) of thirty percent (30%) of forty percent (40%) of Median Income, adjusted for Assumed Household Size.

(e) Very Low Income Rent. Subject to Section 2.3 below, the Rent paid by a Tenant of a Very Low Income Unit, may not exceed the Low HOME Rent.

(f) 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.

5. Section 2.3 Rent Increases; Increased Income of Tenants is deleted in its entirety and replaced with the following:

2.3 Rent Increases; Increased Income of Tenants.

(a) Rent Increases. The initial Rent and subsequent Rent for all HOME Units must be approved by the County prior to occupancy and are subject to the HOME Regulations. The initial Rent and subsequent Rent for all HOPWA Units must be approved by the County prior to occupancy and are subject to the HOPWA Regulations during the HOPWA Term. 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 of HOPWA Eligible Household During HOPWA Term. Subject to Subsection (a) above, in the event that upon the annual certification of the income of a HOPWA Eligible Household Borrower determines that the Tenant has an Adjusted Income exceeding the maximum qualifying income of a Thirty-Five Percent Household, the Tenant may continue to occupy the Unit and be charged rent consistent with Section 2.2(a)(1) above. During the HOPWA Term Borrower shall then rent the next available HOPWA Unit to a Thirty-Five Percent Household that is also a HOPWA Eligible Household, to comply with the requirements of Section 2.1(a)(1) above.

(c) Increased Income above Twenty Percent Income but below Low Income Limit During Remainder Term. Subject to Subsection (a) above, if, upon the annual certification of the income of a Tenant of a Twenty Percent Unit, Borrower determines that the income of a Twenty Percent Household has increased above the qualifying limit for a Twenty Percent 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 Twenty Percent Rent. Borrower shall then rent the next available Unit to a Twenty Percent Household to comply with the requirements of Section 2.1(a)(2) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(b), or re-designate another comparable Unit in the Development with a Twenty Percent Household a Twenty Percent Unit, to comply with the requirements of Section 2.1(a)(2) above. Upon renting the next available Unit in accordance with Section 2.1(a)(2) or re-designating another Unit in the Development as a Twenty Percent Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(d) Increased Income above Thirty-Five Percent Income but below Low Income Limit. Subject to Subsection (a) above, if, upon the annual certification of the income of a Tenant of a Thirty-Five Percent Unit that is not also a HOPWA Unit, Borrower determines that the income of a Thirty-Five Percent Household has increased above the qualifying limit for a Thirty-Five Percent 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 Thirty-Five Percent Rent. Borrower shall then rent the next available Unit to a Thirty-Five Percent Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(c), or re-designate another comparable Unit in the Development with a Thirty-Five Percent Household a Thirty-Five Percent Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Thirty-Five Percent Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(e) Increased Income above Forty Percent Income but below Low Income Limit. Subject to Subsection (a) above, if, upon the annual certification of the income of a Tenant of a Forty Percent Unit, Borrower determines that the income of a Forty Percent Household has increased above the qualifying limit for a Forty Percent 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 Forty Percent Rent. Borrower shall then rent the next available Unit to a Forty Percent Household to comply with the requirements of Section 2.1(c) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(d), or re-designate another comparable Unit in the Development with a Forty Percent Household a Forty Percent Unit, to comply with the requirements of Section 2.1(c) above. Upon renting the next available Unit in accordance with Section 2.1(c) or re-designating another Unit in the Development as a Forty Percent Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(f) Increased Income above Very Low Income but below Low Income Limit. Subject to Subsection (a) above, if, upon the annual certification of the income of a Tenant of a Very Low Income 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. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(d) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(e), or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(d) above. Upon renting the next available Unit in accordance with Section 2.1(d) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(g) 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 Twenty Percent Income Household, Thirty-Five Percent Household (that is not a HOPWA Eligible Household residing in the Unit during the HOPWA Term), Forty Percent Household, or 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 ($1/12^{\text{th}}$) of thirty percent (30%) of the actual Adjusted Income of the Tenant, or fair market rent (subject to 24 C.F.R. 92.252(i)(2) regarding low income housing tax credit requirements), and Borrower shall rent the next available Unit to a Twenty Percent Income Household, Thirty-Five Percent Household, Forty Percent Household, or Very Low Income Household, as applicable, to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or re-designate another comparable Unit in the Development with a Twenty Percent Income Household, Thirty-Five Percent Household, Forty Percent Household, or Very Low Income Household, as applicable, as a County-Assisted Unit, to meet the requirements of Section 2.1 above. Upon renting the next available Unit in accordance with Section 2.1 or re-designating another Unit in the Development as a County-Assisted Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(h) Termination of Occupancy. Upon termination of occupancy of a County-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

6. Following its execution by both parties, this First Amendment is to be recorded in the official records of the County of Contra Costa against the real property described in Exhibit A.
7. All other terms of the Agreement remain unchanged.

Signatures on Following Page

The parties are signing this First Amendment 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 M. Clausius
Deputy County Counsel

BORROWER:

BERRELLESA PALMS, L.P., a California limited
partnership

By: 112 Alves Lane, Inc. a California
nonprofit public benefit corporation,
its general partner

By: _____

Name: _____

Its: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 201_, 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)

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 201_, 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

Real property in the City of Martinez, County of Contra Costa, State of California, described as follows:

BLOCK 141, ORIGINAL SURVEY OF THE TOWN OF MARTINEZ, AS PER MAPS ON FILE IN BOOK "D" OF MAPS ON PAGE 83 IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, AND AS SHOWN ON THE "NOTICE OF MERGER-LOT MERGER NO.:LM12-02" RECORDED NOVEMBER 27, 2012 AS INSTRUMENT NO. 2012-301333 OF OFFICIAL RECORDS.

APN: 373-243-001-6

CONSENT OF SECURED LENDER

Bank of the West - \$14,050,000 Loan

The undersigned as beneficiary under that certain deed of trust dated December 1, 2012 and recorded in the Official Records of Contra Costa County on December 19, 2012, as Instrument No. 2012-324148, as assigned to the undersigned by an assignment recorded on December 19, 2012, as Instrument No. 2012-324149, securing a loan of \$14,050,000, hereby agrees consents to the recordation of the foregoing First Amendment in the Official Records of Contra Costa County.

Bank of the West, a California banking corporation

By: _____

Its: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

SIGNATURE MUST BE NOTARIZED

State of California

County of _____

On _____ before me _____,
Date

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.

Place Notary Seal Above

Signature of Notary Public

Consent and Subordination

CONSENT AND SUBORDINATION OF SECURED LENDER

Bank of the West - \$490,000 AHP Loan

The undersigned as beneficiary under that certain deed of trust dated April 15, 2013, and recorded in the Official Records of Contra Costa County on April 24, 2013, as Instrument No. 2013-102097, securing a loan of \$490,000, hereby agrees that the foregoing deed of trust, shall be subject and subordinate to the Regulatory Agreement, as amended by the foregoing First Amendment.

Bank of the West, a California banking corporation

By: _____

Its: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

SIGNATURE MUST BE NOTARIZED

State of California

County of _____

On _____ before me _____,
Date

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.

Place Notary Seal Above

Signature of Notary Public



Contra
Costa
County

To: Board of Supervisors
From: Mark Peterson, District Attorney
Date: January 20, 2015

Subject: Memorandum of Agreement between County and the Federal Bureau of Investigation

RECOMMENDATION(S):

AUTHORIZE the District Attorney, or designee, to enter into a Memorandum of Agreement (MOA) with the Federal Bureau of Investigation (FBI) under which the FBI will reimburse the County for lease expenses associated with real property leased by the County at 611 Las Juntas St., Martinez, CA 94553.

FISCAL IMPACT:

The MOA is intended to have no impact on the General Fund. The FBI will reimburse the County for lease expenses incurred by the County up to specified annual limits. Lease expenses are not expected to exceed the specified annual limits. If the lease expenses exceed the specified annual limits, the excess will be paid for from the District Attorney's forfeiture funds.

BACKGROUND:

In October 2014, the San Francisco Division of the FBI established a "Specified Task Force" (STF) with numerous state and local law enforcement agencies. The Contra Costa District Attorney's office is participating in the STF. The County is leasing a building Located at 611 Las Juntas St., Martinez, for use by the STF. The FBI has agreed to reimburse the County for expenses incurred under the lease, in accordance with the terms of the MOA.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Cherie Mathisen
925-957-2234

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the County fails to enter into the MOA, the County will not receive reimbursement of lease expenses from the FBI.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: January 20, 2015

Subject: POST Driving Simulator and Force Options Contracts

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute contract amendments with the State of California Commission on Peace Officer Standards and Training (POST), including full indemnification of the State of California, transferring \$17,940 from the Driving Simulator Instructor Course Training contract to the Driving Simulator Force Options Course Training contract for new amounts not to exceed \$6,527 for the Driving Simulator Instructor Training course contract and \$36,156 for the Driving Simulator and Force Options Training contract for the period July 1, 2014 through June 30, 2015.

FISCAL IMPACT:

No County Costs. \$42,683; 100% Revenue, State of California. Budgeted in fiscal year 2014/15.

BACKGROUND:

The Office of the Sheriff - Law Enforcement Training Center provides State Commission on Peace Officer Standards and Training (POST)-approved driving simulator and force option simulator and driving simulator instruction to law enforcement personnel in order to ensure up-to-date training. This contract will enable the Sheriff's Office to recover the costs of this instruction for up to 403 students.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Sandra Brown,
925-335-1553

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The contract with the State of California will not be approved. The Sheriff's Office will not be able to provide or be reimbursed for the services outlined in this contract.

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra
Costa
County

To: Board of Supervisors
From: Sharon Offord Hymes, Risk Manager
Date: January 20, 2015

Subject: Contract Amendment for Environmental and Occupational Risk Management (EORM)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Risk Manager to execute a Contract Amendment Agreement with Environmental and Occupational Risk Management (EORM) effective January 1, 2015 to increase the total payment limit by \$225,080 to a new payment limit of \$961,380 due to asbestos, public health concerns and earthquake damage at County buildings.

FISCAL IMPACT:

Additional cost of \$225,080 will be paid through the Workers' Compensation Internal Service Fund.

BACKGROUND:

EORM assists in dealing with Occupational Safety Health Administration (OSHA) compliance inspections and responses of behalf of all County departments. Since the inception of this contract, additional services were needed due to three major crises that required immediate attention from EORM technical staff for indoor air quality sampling, remediation analysis and responding to Cal OSHA complaints, which resulted in no penalties. Furthermore, the Loss Control Assistant Risk Manager (ARM) position became vacant and the EORM consultant who worked closely with the former ARM was able to step in as interim Loss Control ARM with the high level of technical expertise needed to fill this position as well as to train the newly hired Safety Services Specialist.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Sharon Hymes-Offord
925.335.1450

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

By: , Deputy

cc: Robert Campbell, Auditor-Controller

CONSEQUENCE OF NEGATIVE ACTION:

The County will be without the critical position needed to ensure OSHA and CalOSHA compliance.

CHILDREN'S IMPACT STATEMENT:

None.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: APPROVE a purchase order with Southern Counties Fuels

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with Southern Counties Fuels, in an amount not to exceed \$1,300,000 for diesel and unleaded fuels, for the period of February 1, 2015 through January 31, 2016, Countywide. (100% Fleet Internal Service Fund)

FISCAL IMPACT:

This cost (maximum of \$1.3 million) is funded through the Public Works Fleet ISF budget. (100% Internal Service Fund – Fleet)

BACKGROUND:

Public Works Fleet Management is responsible for the County fueling station on Waterbird Way in Martinez. The Materials Division purchases fuel for the station by accepting daily bids from fuel distributors. There are currently five vendors submitting bids. The Division is set up to purchase from all five of them. Any local vendors interested in supplying fuel to the County are encouraged to visit them and get the necessary information to start submitting daily bids. All five of the vendors are in need of new purchase orders. Southern Counties Fuels is our primary vendor, followed by Ramos Oil Co., Inc., Northbay Petroleum, Mansfield Oil and Hunt & Sons, Inc. This request is for Southern Counties Fuels.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Stan Burton,
925-313-7077

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the purchase of diesel and unleaded fuel through Southern Counties Fuels will discontinue.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: APPROVE a purchase order with Mansfield Oil

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with Mansfield Oil in an amount not to exceed \$350,000 for diesel and unleaded fuels, for the period of February 1, 2015 through January 31, 2016, Countywide. (100% Fleet Internal Service Fund)

FISCAL IMPACT:

This cost is to be funded through 2014/15 Fleet ISF budget. (100% Internal Service Fund – Fleet)

BACKGROUND:

Public Works Fleet Services is responsible for the County fueling station on Waterbird Way in Martinez. The Materials Management Division (Materials) purchases fuel for the station by accepting daily bids from fuel distributors. There are currently five vendors submitting bids and Materials is set up to purchase from all five of them. However, all five of the vendors are in need of new purchase orders. Southern Counties Fuels is the County's primary vendor, followed by Ramos Oil Co., Inc., Northbay Petroleum, Mansfield Oil and Hunt & Sons, Inc. This request is for a purchase order with Mansfield Oil.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the purchase of diesel and unleaded fuel through Mansfield Oil will discontinue.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Stan Burton,
925-313-7077

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: APPROVE a purchase order with Ramos Oil Co., Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with Ramos Oil Co., Inc., in an amount not to exceed \$350,000 for diesel and unleaded fuels, for the period of February 1, 2015 through January 31, 2016, Countywide. (100% Fleet Internal Service Fund)

FISCAL IMPACT:

This cost is to be funded through the Public Works fiscal year 2014/15 Fleet ISF budget. (100% Internal Service Fund – Fleet)

BACKGROUND:

Public Works Fleet Services is responsible for the County fueling station on Waterbird Way in Martinez. The Materials Management Division (Materials) purchases fuel for the station by accepting daily bids from fuel distributors. There are currently five vendors submitting bids and Materials is set up to purchase from all five of them. However, all five of the vendors are in need of new purchase orders. Southern Counties Fuels is the County's primary vendor, followed by Ramos Oil Co., Inc., Northbay Petroleum, Mansfield Oil and Hunt & Sons, Inc. This request is for a purchase order with Ramos Oil Co., Inc.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Stan Burton,
925-313-7077

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the purchase of diesel and unleaded fuel through Ramos Oil Co., Inc.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: Authorize Purchase Orders with Various Companies and a Third-party Lease Agreement with IBM Global Finance.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Chief Information Officer, purchase orders with Conley Equipment Company, AT&T, Dell, Integrated Archive Systems, Computerland of Silicon Valley, and SSP Data, and a third-party lease agreement with IBM Global Finance in an amount not to exceed \$562,613 for the purchase of hardware and software required to maintain the County's wide area network, for the period February 1, 2015 through January 31, 2020, as recommended by the Public Works Director.

FISCAL IMPACT:

The cost of \$562,613 is charged back to user departments through the Department of Information Technology's billing process. (100% Department User Fees)

BACKGROUND:

The Department of Information Technology is purchasing equipment and software to maintain the County's wide area network. The Purchasing Division has arranged a lease purchase contract with IBM Global Finance. Total amount financed is \$535,414 at an interest rate not to exceed 2.8%. The principal and interest for the annual payments has been budgeted under Org

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: David Gould (925)
313-2151

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

By: , Deputy

cc: Edward Woo, Director/Information Technology

BACKGROUND: (CONT'D)

Nos. 4295 and 1075 for Fiscal Year 2014/15. This Lease Purchase includes \$46,863 with Conley Equipment Co. for power rectifier systems at various sites, \$63,661 with AT&T Data for Cisco switches, \$68,260 with Dell for PowerEdge servers, \$109,879 with Integrated Archive Systems for Cisco Unified Computing System, \$76,359 with Computerland of Silicon Valley for network hardware and security software, and \$170,391 with SSP Data Products for security hardware and software. Annual payments for years 1 through 3 are not to exceed \$125,971. Annual payments for years 4 and 5 are not to exceed \$92,350.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to maintain these systems may result in reduced capacity, system failure and interrupted business operations.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: Amendment to Abatement and Demolition Contract for the I-80/San Pablo Dam Road Interchange Project.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director or designee to execute a contract amendment with Donald R. Lemings (dba D.R. Lemings Construction Company) effective January 1, 2015, to extend the termination date from December 31, 2014 to February 28, 2015, to continue to provide abatement and demolition services for the I-80/San Pablo Dam Rd. Interchange Improvement Project, with no change to the original payment limit of \$166,270. (Project No. 4660-6X4170)

FISCAL IMPACT:

100% Contra Costa Transportation Authority Funds (CCTA).

BACKGROUND:

On behalf of CCTA, the County acquired residential improvements identified as 5303 Riverside Avenue and 1422 Humboldt Avenue in San Pablo as part of right of way requirements for the I-80/San Pablo Dam Rd. Interchange Improvement Project. On October 7, 2014, the County Board of Supervisors approved an abatement and demolition Contract with D.R. Lemings Construction Company (Contractor) for the period of August 20, 2014

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Angela Bell (925)
313-2337

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

through December 31, 2014, in order to demolish the above mentioned improvements and to also remove and dispose of contaminated soil from those locations. Due to unforeseen delays from Clean Harbor Landfill, the Contractor is unable to properly remove and dispose of the contaminated soil until the Landfill is able to accept material beginning January 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If contract amendment is not approved by the Board of Supervisors, the sites will not be available in time for pre-construction work to begin May 2015.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS

Abatement Demo Contract Amendment

ABATEMENT & DEMOLITION CONTRACT
AMENDMENT NO. 1

1. Identification of Contract to be Amended

Number:

Effective Date: August 20, 2014

Department: Public Works

Subject: I-80 San Pablo Dam Road Interchange Improvement Project

2. Parties The County of Contra Costa (Public Agency), for its Public Works Department, and the following named Contractor, mutually agree and promise as follows:

Contractor: Donald R. Lemings dba D.R. Lemings Construction Company

Capacity: Sole Proprietor

Address: P.O. Box 2173 Concord, CA 94521

3. Amendment Date The effective date of this Contract Amendment is December 31, 2014.

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. Payment Limit. Public Agency's total payments to Contractor under this Contract shall not exceed \$166,270.00.

6. Signatures and Acknowledgment

Public Agency:

By _____
Director of Public Works, or designee

Approved: County Administrator

By _____
Designee

Form Approved: County Counsel

By Kathleen M. Andrews
Deputy

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law, and other applicable laws and regulations including those specified in Sections 14 through 17 of this Contract:

By _____
(Signature of individual or officer)

(Designate official capacity in the business)

By _____
(Signature of individual or officer)

(Designate official capacity in the business)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1190 and Corps. Code, Sec. 313.) The acknowledgment below must be signed by a Notary Public.

LEFT BLANK INTENTIONALLY

Signatures. The signatures set forth below attest the parties' agreement hereto:

CONSULTANT SIGNATURES

SIGNATURE A

Consultant's Name:

SIGNATURE B

Consultant's Name:

By _____
(Signature of individual or officer)

By _____
(Signature of individual or officer)

(Print name and title, if applicable)

(Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporation Code Section 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ (Date),

before me, _____ (Name and Title of Officer),

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 of Notary Public



Place Notary Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

AMENDMENT SPECIFICATION
Donald R. Lemings dba D.R. Lemings Construction Company
Amendment No. 1

Due to unforeseen delays by Clean Harbor Landfill, the Contractor cannot remove and dispose of contaminated soil from the real properties located at 5303 Riverside Avenue and 1422 Humboldt Avenue in San Pablo, before the original termination date (December 31, 2014) of the Abatement and Demolition Contract associated with the I-80 San Pablo Dam Rd. Interchange Improvement Project.

In exchange for the mutual promises set forth in this Amendment, County and Contractor agree to amend the Contract referred herein as follows:

1. Section 2 (Term) of the Abatement and Demolition Contract is hereby amended to extend the termination date to February 28, 2015.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: APPROVE a purchase order with Hunt & Sons Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with Hunt & Sons Inc. in an amount not to exceed \$275,000 for diesel and unleaded fuels, for the period of February 1, 2015 through January 31, 2016, Countywide. (100% Fleet Internal Service Fund)

FISCAL IMPACT:

This cost is to be funded through Public Works 14/15 Fleet ISF budget. (100% Internal Service Fund – Fleet)

BACKGROUND:

Public Works Fleet Services is responsible for the County fueling station on Waterbird Way in Martinez. The Materials Management Division (Materials) purchases fuel for the station by accepting daily bids from fuel distributors. There are currently five vendors submitting bids and Materials is set up to purchase from all five of them. However, all five of the vendors are in need of new purchase orders. Southern Counties Fuels is the County's primary vendor, followed by Ramos Oil Co., Inc., Northbay Petroleum, Mansfield Oil and Hunt & Sons, Inc. This request is for a purchase order with Hunt & Sons Inc.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the purchase of diesel and unleaded fuel through Hunt & Sons Inc. will discontinue.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Stan Burton,
925-313-7077

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: APPROVE a purchase order with Northbay Petroleum

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with Northbay Petroleum, in an amount not to exceed \$375,000 for diesel and unleaded fuel, for the period of February 1, 2015 through January 31, 2016, Countywide.

FISCAL IMPACT:

This cost is to be funded through Public Works 14/15 Fleet ISF budget. (100% Internal Service Fund – Fleet)

BACKGROUND:

Public Works Fleet Services is responsible for the County fueling station on Waterbird Way in Martinez. The Materials Management Division (Materials) purchases fuel for the station by accepting daily bids from fuel distributors. There are currently five vendors submitting bids and Materials is set up to purchase from all five of them. However, all five of the vendors are in need of new purchase orders. Southern Counties Fuels is the County's primary vendor, followed by Ramos Oil Co., Inc., Northbay Petroleum, Mansfield Oil and Hunt & Sons, Inc. This request is for a purchase order with Northbay Petroleum.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the purchase of diesel and unleaded fuel through Northbay Petroleum will discontinue.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Stan Burton,
925-313-7077

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: APPROVE a purchase order amendment with Lehr Auto Electric

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order amendment with Lehr Auto Electric, to increase the payment limit by \$150,000 to a new payment limit of \$500,000 for emergency vehicle parts, Countywide.

FISCAL IMPACT:

This cost is to be funded through Fiscal Year 13/14 and 14/15 Fleet ISF and Sheriff Maintenance budgets. (100% Internal Service Fund – Fleet)

BACKGROUND:

Public Works Fleet Services purchases and outfits all emergency vehicles for the County. This includes vehicles from the Sheriff, Public Works, Animal Services, Probation, District Attorney and Health Services. The Sheriff's units take up the vast majority of this commodity. Outfitting includes lights, consoles, electrical switching, wiring, and other hard parts such as partitions, and console and truck slider trays. The annual cost for emergency vehicle accessories has been set to \$116,000, but with the Sheriff changing vehicle types from the Ford Crown Victoria to the Ford Interceptor, we expect the annual cost to rise slightly. This commodity was originally bid on BidSync No. 1301-003 and awarded to Lehr Auto Electric. The purchase order is at \$350,000 and we are asking to take it through the two-year term.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Stan Burton,
925-313-7077

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

By: , Deputy

cc: David Livingston, Sheriff-Coroner

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the purchase of emergency vehicle parts from Lehr Auto Electric will discontinue.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: APPROVE a purchase order amendment with Enterprise Rent-A-Car

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order amendment with Enterprise Rent-A-Car to increase the payment limit by \$100,000 to a new payment limit of \$188,000 for car and light truck rentals, Countywide.

FISCAL IMPACT:

This cost (maximum of \$188,000) is funded through the Public Works Fleet ISF budget. (100% Internal Service Fund – Fleet)

BACKGROUND:

Public Works Fleet Maintenance is responsible for vehicle rentals. There are various reasons for requiring vehicle rentals. Most recently, the Library has required several bobtail type box trucks for long periods of time. The District Attorney hired several new investigators and needed vehicles for them while cars were on order through Fleet. Elections needed a large number of rental units for the November election this year. All in all, we are now renting more vehicles than in previous years. Our estimated annual usage has increased. We are asking to increase the purchase order to cover the needs of the upcoming year.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, renting automobiles and light trucks through Enterprise Rent-A-Car will discontinue.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Stan Burton,
925-313-7077

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Interim Director, Conservation & Development Department
Date: January 20, 2015

Subject: Contract Amendment with ImagingTek, Inc., for "Document Imaging Services" (Contract C49469)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Interim Director, or designee, to execute a contract amendment with ImagingTek, Inc., to extend the term from January 30, 2015 to January 31, 2016 and increase the payment limit by \$161,000 to a new payment limit of \$251,000, to continue to provide document imaging services.

FISCAL IMPACT:

No impact to the General Fund. The contract is funded by 100% Land Development Fees.

BACKGROUND:

In January 2014, the Department of Conservation and Development (DCD) entered into a contract with ImagingTek, Inc., to provide technical assistance and services to DCD related to the conversion of DCD documents and files into laserfiche electronic format. The conversion will help DCD access all permits via electronic format, thereby reducing DCD storage needs as well as costs associated with it. DCD still has data that requires conversion. This amendment will allow the Contractor to continue to provide the services. The contract amendment has been reviewed and approved by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:

If the proposed contract amendment is not approved, ImagingTek, Inc., would not continue to provide the services, which may hinder DCD staff's ability to access permits via electronic format and result in higher data storage costs.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Victoria Mejia (925)
674-7726

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

Not applicable.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Novation Contract #24-385-39 with Anka Behavioral Health, Incorporated

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-385-39 with Anka Behavioral Health, Incorporated, a non-profit corporation, in an amount not to exceed \$1,117,822, to provide mental health outreach services for the homeless mentally ill for the period from July 1, 2014 through June 30, 2015. This Contract includes a six-month automatic extension through December 31, 2015, in an amount not to exceed \$558,911.

FISCAL IMPACT:

This Contract is funded 36% by Medi-Cal, 51% by Substance Abuse and Mental Health Services Administration (SAMHSA), and 13% by a Project for Assistance in Transition from Homelessness (PATH) Grant. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing ongoing operational funding for mental health homeless outreach facilities in West, Central, and East County. On June 4, 2013 the Board of Supervisors approved Contract #24-385-38 with Anka Behavioral Health, Inc., for the provision of mental health outreach services for the homeless mentally

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Cynthia Belon,
925-957-5201

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

By: , Deputy

cc: K Cyr, C Rucker

BACKGROUND: (CONT'D)

ill, for the period from July 1, 2013 through June 30, 2014, which included a six month automatic extension through December 31, 2014. Approval of Contract #24-385-39 will replace the automatic extension and allow the Contractor to continue providing services through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's homeless mentally-ill adults will experience reduced access to core survival and support services at multi-service centers throughout Contra Costa County, or at the 20-bed homeless shelter for the mentally ill in Central County.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Novation Contract #24-751-82 with Anka Behavioral Health Services, Incorporated

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-751-82 with Anka Behavioral Health Services, Incorporated, a non-profit corporation, in an amount not to exceed \$3,541,579, to provide Community Services; Support programs and residential mental health services including, but not limited to: vocational, community living, socialization, and Medi-Cal rehabilitative programs for the period from July 1, 2014 through June 30, 2015. This contract includes a six-month automatic extension through December 31, 2015, in an amount not to exceed \$1,770,790.

FISCAL IMPACT:

This Contract is funded 47% by Mental Health Realignment, 15% Mental Health Services Act (MHSA), 38% Medi-Cal and Federal Financial Participation (Rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing a continuum of services to residents transitioning from crisis residential care to transitional

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: E Suisala , C Rucker

BACKGROUND: (CONT'D)

residential care and keeps these clients out of higher levels of care, including State Hospitals. Contractor will also be a partner in implementing County's Community Services and Support Program.

On June 4, 2013, the Board of Supervisors approved Contract #24-751-81 with Anka Behavioral Health, Incorporated for the provision of continuum of care services to mentally ill adults, for the period from July 1, 2013 through June 30, 2014, which included a six-month automatic extension through December 31, 2014.

Approval of Contract #24-751-82 replaces the automatic extension under the prior contract and will allow Contractor to continue providing services through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved County clients will not receive mental health services provided by this Contractor.

CHILDREN'S IMPACT STATEMENT:

Not Applicable



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Contract #27-827-2 with Thomas J. Mampalam, M.D., A Professional Corporation

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-827-2 with Thomas A. Mampalam, M.D., A Professional Corporation, in an amount not to exceed \$350,000, to provide neurosurgery services for the period from January 1, 2015 through December 31, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa Health Plan Enterprise Funds III. (No rate increase)

BACKGROUND:

On May 7, 2013, the Board of Supervisors approved Contract #27-827-1 with Thomas A. Mampalam, M.D., A Professional Corporation for the provision of neurosurgery services, for the period from January 1, 2013 through December 31, 2014. Approval of Contract #27-827-2 will allow Contractor to continue providing neurosurgery services through December 31, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health plan membership contracts with the County will not be provided.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Patricia Tanquary
313-6004

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

By: , Deputy

cc: A Floyd , C Rucker

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Novation Contract #24-259-56 with Center for Human Development

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-259-56 with Center for Human Development, a non-profit corporation, in an amount not to exceed \$636,338, to provide Substance Abuse Primary Prevention Program services for the period from July 1, 2014 through June 30, 2015.

FISCAL IMPACT:

This Contract is funded 100% by Federal Substance Abuse Prevention and Treatment (SAPT) Primary Prevention. (No rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing specialized substance abuse prevention programs so that youth are provided an opportunity to prevent or recover from the effects of alcohol or other drug use, become self-sufficient, and return to their families as productive individuals.

On December 17, 2013, the Board of Supervisors approved Contract #24-259-54 (as amended by contract amended #25-259-55), with Center for Human Development for the period from July

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: J Pigg, C Rucker

BACKGROUND: (CONT'D)

1, 2013 through June 30, 2014, which included a six month automatic extension through December 31, 2014, for the provision of substance abuse primary prevention services.

Approval of Novation Contract #24-259-56 replaces the automatic extension under the prior contract and will allow Contractor to continue to provide services through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's Clients will not receive substance abuse prevention and educational and environmental strategies for high risk youth.

CHILDREN'S IMPACT STATEMENT:

This 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).



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Arthrex Inc. Blanket Purchase Order

RECOMMENDATION(S):

Approve and authorize the purchasing agent, on behalf of Health Services Department, to execute a blanket purchase order with Arthrex Inc. in the amount of \$395,000 to purchase supplies for arthroscopic and open procedures performed at Contra Costa Regional Medical Center for a period from February 1, 2015 through January 31, 2016.

FISCAL IMPACT:

100% Funding is included in the Enterprise Fund I Budget.

BACKGROUND:

Arthrex Inc. provides supplies that are used to perform various arthroscopic surgeries like knee and shoulder arthroscopy as well as arthroscopic joint reconstruction and open procedures. Arthrex Inc. is a vendor who sells one of a kind products required for these type of arthroscopic and open surgeries.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the CCRMC Operating room will not be able to perform Arthroscopic surgeries and open surgeries.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, C Grayson



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Contract #27-818-2 with Sassan Falsafi, M.D. (dba Lamorinda ENT, Face & Neck Surgery, Inc.)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-818-2 with Sassan Falsafi, M.D. (dba Lamorinda ENT, Face & Neck Surgery, Inc.), a corporation, in an amount not to exceed \$350,000, to provide otolaryngology services to Contra Costa Health Plan (CCHP) members for the period from October 1, 2014 through September 30, 2016.

FISCAL IMPACT:

This Contract is funded 100% by Contra Costa Health Plan Enterprise Funds III. (No rate increase)

BACKGROUND:

The Health Plan has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. In December 2012, the County Administrator approved and the Purchasing Services Manager executed Contract #27-818-2 with Sassan Falsafi, M.D. (dba Lamorinda ENT, Face & Neck Surgery, Inc.), for the provision of professional Otolaryngology services for Contra Costa Health Plan member for the period from October 1, 2012 through September 30, 2014.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Tanquary
313-6004

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

By: , Deputy

cc: A Floyd, C Rucker

BACKGROUND: (CONT'D)

Approval of Contract #27-818-2 will allow Contractor to continue providing professional Otolaryngology services to CCHP members through September 30, 2016.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Individual and Group Health Plan members requiring professional pediatric primary care will not have access to Contractor's services, which may result in a reduction in the overall levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

NOT APPLICABLE



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Novation Contract #74-304-7 with Fred Finch Youth Center

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #74-304-7 with Fred Finch Youth Center, a non-profit corporation, in an amount not to exceed \$1,400,642, to provide implementation of the Mental Health Services Act (MHSA) Community Services and Supports Program, for the period from July 1, 2014 through June 30, 2015. This Contract includes a six-month automatic extension through December 31, 2015, in an amount not to exceed \$700,321.

FISCAL IMPACT:

This Novation Contract is funded 39% by Federal Medi-Cal and 61% by MHSA Act (Prop 63). (No Rate Increase)

BACKGROUND:

This Novation Contract meets the social needs of County's population by providing implementation of MHSA Community Services and Support Programs, including providing community-based services, personal services coordination, medication support, crisis intervention, and other mental health services to eligible adult clients in Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: E Suisala , C Rucker

BACKGROUND: (CONT'D)

On December 17, 2013, the Board of Supervisors approved Novation Contract #74-304-6 with Fred Finch Youth Center, for the period from July 1, 2013 through June 30, 2014 which included a six-month automatic extension through December 31, 2014, to provide implementation of the MHSA Community Services and Support Programs. Approval of Novation Contract #74-304-7 replaces the automatic extension and allows Contractor to continue providing services through June 30, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, effective implementation of the MHSA Transitional-aged youth services and support programs will be delayed leading to reduced level of services for County's mental health clients.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "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).



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Amendment to Purchase Order with Proline Window Coverings, Inc.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute an amendment to purchase order with Proline Window Coverings Inc., in the amount of \$100,000 for a new total of \$195,000 for window coverings and curtain replacements and repairs at Contra Costa Regional Medical Center (CCRMC), with no change in the original term of February 1, 2014 through January 31, 2016.

FISCAL IMPACT:

100% Funding is included in the Enterprise Fund I budget.

BACKGROUND:

Proline Window Covering, Inc. replaces and repairs all the blinds and shades used for all of the CCMRC campuses. Without the replacement and repair service, patients, visitors and staff would not have their privacy and we could not prevent the sun from disturbing all. This service is purchased on an as needed basis.

CONSEQUENCE OF NEGATIVE ACTION:

The CCRMC will not be able to provide adequate patient needs without the requested products.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Anna Roth,
370-5101

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

By: , Deputy

cc: T Scott, C Rucker, C Grayson



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: Contract #74-480 with Family Life Center, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #74-480 with Family Life Center LLC, a limited liability company, in an amount not to exceed \$166,221, to provide mental health services, medication support and crisis intervention for Seriously Emotionally Disturbed (SED) adolescents and Latency-aged children, for the period from November 1, 2014 through June 30, 2015. This Contract includes a six-month automatic extension through December 31, 2015, in an amount not to exceed \$124,662.

FISCAL IMPACT:

This Contract is funded 50% by Federal Financial Participation and 50% Mental Health Realignment.

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.

Under Contract #74-480, the Contractor will provide mental health, medication support and crisis intervention services to SED adolescents

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Cynthia Belon,
957-5201

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

By: , Deputy

cc: T Scott, C Rucker

BACKGROUND: (CONT'D)

and latency-age children at its Family Life Center, through June 30, 2015.

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) possibly resulting in higher levels of care.

CHILDREN'S IMPACT STATEMENT:

This 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).



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: January 20, 2015

Subject: Rotorcraft Support, Inc. Helicopter Maintenance Amendment

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Rotorcraft Support, Inc., to increase the payment limit by \$1,000,000 from \$500,000 to a new total contract payment limit of \$1,500,000 for helicopter maintenance, repairs and law enforcement enhancements with no change in term.

FISCAL IMPACT:

\$1,500,000; budgeted. These expenditures are covered by a combination of agency user fees, annual SLESF (Supplemental Law Enforcement Services Fund) allocation, and P-6 Zone revenue.

BACKGROUND:

Rotorcraft Support, Inc., provides maintenance services for the Sheriff's helicopters. The helicopter program is an integral element of effective law enforcement operations, providing enhanced patrol, surveillance, and search and rescue capabilities. Continuation of the helicopter program hinges on the services provided under this contract. Costs associated with this contract are partially offset by revenue generated by neighboring jurisdictions contracting for helicopter services and indirectly offset by State of California Department of Boating and Waterways grant funding. The increase need for additional funding is due to law enforcement enhancements for the new helicopter.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Sandra Brown,
925-335-1553

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board of Supervisors decide to disapprove the amendment of the contract, the continuation of the helicopter program will require the County to contract for maintenance, repair and enhancement services at additional cost.

CHILDREN'S IMPACT STATEMENT:

No impact.



**Contra
Costa
County**

To: Board of Supervisors
From: Julia R. Bueren, Public Works Director/Chief Engineer
Date: January 20, 2015

Subject: APPROVE and AUTHORIZE Advertisement of the North Richmond Pump Station Diversion Project

RECOMMENDATION(S):

1. APPROVE the design and bid documents, including the plans and specifications, for the North Richmond Pump Station Diversion Project.
2. On September 9, 2014, the Board of Supervisors determined that the project is a California Environmental Quality Act (CEQA) Class 15301(b) Categorical Exemption and a Notice of Exemption has been filed.
3. AUTHORIZE the Public Works Director, or designee, to solicit bids to be received on or about February 26, 2015 and issue bid addenda, as needed, for clarification of the bid documents, provided the involved changes do not significantly increase the construction cost estimate.
4. DIRECT the Clerk of the Board to publish, at least 14 calendar days before the bid opening date, the Notice to Contractors in accordance with Public Contract Code Section 22037, inviting bids for this project.
5. DIRECT the Public Works Director, or designee, to send notices by email or fax and by U.S. Mail to the construction trade journals specified in Public Contract Code Section 22036 at least 15 calendar days before the bid opening.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Ramesh Kanzaria, (925)
313-2000

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

By: , Deputy

cc: PW Accounting, PW CPM Interim Division Manager, PW CPM Clerical, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office

FISCAL IMPACT:

63% Environmental Protection Agency grant funds and 37% Stormwater Utility Area 17 Assessments.

BACKGROUND:

The purpose of the project is to participate in a pilot project to divert storm water to a sanitary district treatment plant to determine the feasibility of treating storm water at a wastewater treatment plant before it is discharged into a receiving water body. The project will divert storm water from the existing North Richmond Pump Station to a West County Wastewater District sewer main on Gertrude Avenue. The diversion will be conducted on a temporary basis. Inside the existing pump station, two new pumps will be installed (currently estimated at 250 gallons/minute capacity) into the wet well of the existing pump station, automated level sensors will be installed to operate the new pumps, and a new circuit breaker and control panel will be installed. Installation of the new pumps will also help rehabilitate the pump station which is in need of repair.

Plans and specifications for the project have been prepared for the Public Works Department by LCA Architects and filed with the Clerk of the Board by the Public Works Director. The construction cost estimate is \$345,000 and the general prevailing wage rates are on file with the Clerk of the Board of Supervisors and will be the minimum rates paid on this project.

CONSEQUENCE OF NEGATIVE ACTION:

If the project is not approved, the County and Cities in the County will not meet the requirements of their stormwater permit issued by the Regional Water Quality Control Board. In addition, the existing pump station will continue to deteriorate and will ultimately be unable to protect the community from flooding.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: January 20, 2015

Subject: Operations Update of the Employment and Human Services Department, Community Services Bureau

RECOMMENDATION(S):

ACCEPT the December 2014 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

Not applicable.

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: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Elaine Burres,
313-1717

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

By: , Deputy

cc:

ATTACHMENTS

CSB Dec 2014 CAO Report

CSB Dec 2014 HS Fiscal Report

CSB Dec 2014 EHS Fiscal
Report

CSB Dec 2014 LiHEAP

CSB Dec 2014 Menu



To: David Twa, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Monthly Report
Date: January 2015

Camilla Rand, M.S.
Director



1470 Civic Court, Suite 200
Concord, CA 94520
Tel 925 681 6300
Fax 925 313 8301
www.cccounty.us/ehsd

I. Good News Update/Accomplishments:

- CSB received a \$9,800 grant from Reading is Fundamental (RIF) to purchase books for children to select and take home. This addresses one of CSB's school readiness goals which promotes literacy, cultural sensitivity, and a dual language approach to reading. This is also a key parent and child home engagement activity. CSB participates in this "book giveaway" each year to increase the number of books at home which is directly correlated to increased literacy outcomes.
- Through the Prescott-Joseph Center, CSB children with asthma have the opportunity to participate in the **Breathmobile** Program at Verde and Las Deltas Head Start sites. Through this mobile asthma clinic, licensed respiratory therapists, registered nurses, nurse practitioners and doctors provide asthma evaluation, treatment and education with a focus on preventative care. Children are seen every 4-6 weeks and receive an Asthma Action Plan and medication or means to obtain medication at no cost to the patient. The results of this service include managed asthma care, and reductions in emergency room visits and school absenteeism.
- In December, CSB held a kick-off session for the Practice Based Coaching (PBC) program. This is a Head Start mentor initiative with a one year pilot implementation for 2014-2015 and a full Implementation in 2015-2016. The year one pilot will consist of two Practice-Based Coaching models: Teachers Learning and Collaborating (TLC) and Mentor Coaching. The coaches attended three different training sessions on effective practices for coaching and mentoring
- CSB received several boxes of Pajamas and books for children from Pallie Zambrano's Bay Area Chapter Pajama Program. They were distributed to the families enrolled in Home Based and some of the clients from the Stage II program.
- The teaching staff received training on the Second Step Curriculum, which will be implemented in January 2015. The Second Step Curriculum is an approach to dealing with difficult behaviors in the classroom. The curriculum promotes children's social-emotional development which is included in CSB's School Readiness Goals.
- Debi Marsee, Health Manager, and Ana Araujo, Disabilities Manager, participate in the monthly 7 C's round table of Contra Costa County. The 7Cs roundtable consists of community and public agencies in Contra Costa. The round table agency members work collaboratively in providing health services, mental health services, and inclusion services and working together on new initiatives for the well-being of children and families in Contra Costa County.
- CSB staff is eagerly awaiting the first of three reviews expected early this month. The Environmental Health and Safety Review will consist of a reviewer visiting every CSB, partner and delegate center and classroom as well as Home Based Socialization classrooms. The reviewer will conduct an extensive 100+ checklist to ensure the environments for children meet all health and safety codes.
- CSB has received the official grant to expand Early Head Start services to an additional 72 children, ages 0-5.

II. Status Updates:

a. Caseloads, workload (all programs)



Camilla Rand, M.S.
Director



- November 2014 Head Start Enrollment: 99.92%
- November 2014 Early Head Start Enrollment: 102%
- Average Daily Attendance: 80.3% (Due primarily to excused absences for illness)
- Stage 2: 385 families and 639 children
- CAPP: 64 families and 95 children
- In total: 449 families and 734 children
- Incoming cases from Stage 1: 49 families and 99 children
- LIHEAP: 284 households have been assisted
- Weatherization: 25 units weatherization

b. Staffing:

- CSB conducted interviews to permanently fill 3 vacant Comprehensive Services Manager-Project positions. The Bureau identified 3 successful candidates and is in the process of completing employment paperwork with these candidates. The Bureau continues to recruit qualified teaching staff within a wide range of classification and is in the process of scheduling interviews for Teacher-Project and Associate teacher-Project.

c. Legal/lawsuits

- N/A

d. Union Issues:

- Skelly Conference has been scheduled with PEU Local 1 and CSB Site Supervisor Unit, regarding proposed discipline served to a CSB Site Supervisor.

III. Hot Topics/Concerns/Issues:

- N/A

IV. Emerging Issues/New Challenges:

- Due to the high demand for affordable and/or no cost health care and dental services, CSB is experiencing delays with obtaining dental appointments at local clinics for children requiring mandatory screenings. Furthermore, local clinics are charging fees for copies of medical exam forms, both blank and completed. As a result, CSB is exceeding the 90 day Head Start Performance Standard deadline. Staff is ensuring that documentation is in the children's files indicating the delay.
- Staffing continues to be the biggest challenge to CSB. With three Site Supervisor II openings for more than two months and no viable candidates, managers are acting as site directors which impacts the work that they should be doing. A detailed recruitment plan has not resulted in a new pool of candidates to date.

***Please Note:** October's Child Nutrition report and November's Child Nutrition and Credit Card report will be reported with the next CAO submission.



cc: Policy Council Chair
Family & Human Services Committee
Shirley Karrer, ACF

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CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2014 HEAD START PROGRAM
November 2014 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining	5 % YTD
a. PERSONNEL	\$ 3,520,018	\$ 3,764,361	\$ 244,343	94%
b. FRINGE BENEFITS	2,262,879	2,452,556	189,677	92%
c. TRAVEL	1,398	1,600	202	87%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	361,230	243,000	(118,230)	149%
f. CONTRACTUAL	5,054,723	6,689,194	1,634,471	76%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	1,326,790	1,749,531	422,741	76%
I. TOTAL DIRECT CHARGES	\$ 12,527,040	\$ 14,900,242	\$ 2,373,202	84%
j. INDIRECT COSTS	794,281	789,488	(4,793)	101%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 13,321,320	\$ 15,689,730	\$ 2,368,410	85%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 1,251,113</i>	<i>\$ 3,922,432</i>	<i>\$ 2,671,318</i>	<i>32%</i>

1	2 Jan-14 thru Mar-14	3 Apr-14 thru Jun-14	4 Jul-14 thru Sep-14	2 Oct-14 thru Dec-14	2 Actual Jan-14	3 Actual Feb-14	4 Actual Mar-14	3 Actual Apr-14
a. PERSONNEL (Object class 6a)	978,021	883,048	912,745	746,205	284,579	329,259	364,183	323,389
b. FRINGE (Object Class 6b)	606,432	567,086	628,141	461,220	187,474	230,013	188,946	204,783
c. TRAVEL (Object Class 6c)	-	-	-	1,398	-	-	-	-
e. SUPPLIES (Object Class 6e)								
1. Office Supplies	18,327	23,034	25,090	9,640	1,432	2,772	14,124	1,689
2. Child and Family Services Supplies (Includesclassroom Supplies)	3,364	6,201	10,354	29,845	-	798	2,567	1,046
4. Other Supplies	-	-	-	-	-	-	-	-
Computer Supplies, Software Upgrades, Computer Replacement	38,669	34,168	131,498	13,814	-	9,308	29,362	-
Health/Safety Supplies	791	2,875	1,737	459	232	292	267	605
Mental helath/Diasabilities Supplies	413	-	362	122	-	355	58	-
Miscellaneous Supplies	2,514	2,297	2,394	1,330	1,295	608	610	705
Household Supplies	344	698	358	530	-	165	179	-
TOTAL SUPPLIES (6e)	64,422	69,274	171,794	55,740	2,959	14,297	47,166	4,044
f. CONTRACTUAL (Object Class 6f)								
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	1,395	17,892	11,496	11,217	-	-	1,395	5,738
2. Health/Disabilities Services	-	-	-	-	-	-	-	-
Estimated Medical Revenue from Medi-Cal (Org 1432 - credit)	-	(35,467)	-	-	-	-	-	-
Health Consultant	11,480	10,791	11,939	9,643	3,674	3,674	4,133	3,444
3. Food Services	-	-	60	-	-	-	-	-
5. Training & Technical Assistance - PA11	3,450	-	48,784	25,589	3,450	-	-	-
7. Delegate Agency Costs	-	-	-	-	-	-	-	-
First Baptist Church Head Start PA22	294,185	463,591	429,424	415,901	-	-	294,185	167,707
First Baptist Church Head Start PA20	-	-	-	-	-	-	-	-
8. Other Contracts								
Antioch Partnership	21,600	43,200	21,600	21,600	-	10,800	10,800	10,800
FB-Fairgrounds Partnership (Wrap)	10,643	22,416	11,010	13,529	-	5,772	4,871	11,269
FB-Fairgrounds Partnership	28,350	56,700	28,350	28,350	-	14,175	14,175	28,350
FB-E. Leland/Mercy Housing Partnership	9,000	18,000	9,000	9,000	-	4,500	4,500	9,000
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	18,000	36,075	17,280	27,000	9,000	-	9,000	9,175
Richmond Foundation (78 HS slots x \$15.27/day x 215/days)	20,767	35,839	-	-	-	11,605	9,162	12,827
YMCA of the East Bay (20 HS slots x \$225/mo x 12/mo)	9,000	18,000	4,500	13,500	-	4,500	4,500	4,500
Child Outcome Planning and Administration (COPA/Nulinx)	4,228	2,591	-	2,008	-	4,228	-	-
Enhancement/wrap-around HS slots with State CD Program	383,691	762,415	404,444	1,211,667	-	383,691	-	738,018
f. CONTRACTUAL (Object Class 6f)	815,790	1,452,043	997,887	1,789,003	16,124	442,945	356,721	1,000,827
h. OTHER (Object Class 6h)								
2. Bldg Occupancy Costs/Rents & Leases	57,318	79,606	61,352	149,531	2,490	33,214	21,614	3,100
(Rents & Leases/Other Income)	(81)	-	-	-	-	(81)	-	-
4. Utilities, Telephone	46,713	41,991	40,557	34,588	5,022	20,426	21,265	4,124
5. Building and Child Liability Insurance	3,293	-	-	-	-	3,293	-	-
6. Bldg. Maintenance/Repair and Other Occupancy	1,822	6,468	18,288	12,913	179	1,640	4	-
8. Local Travel (55.5 cents per mile effective 1/1/2012)	6,256	12,506	4,947	6,569	822	1,794	3,640	3,767
9. Nutrition Services	-	-	-	-	-	-	-	-
Child Nutrition Costs	89,733	130,753	11,428	105,604	-	44,547	45,186	-
(CCFP & USDA Reimbursements)	(87,978)	(75,759)	-	-	-	(57,391)	(30,587)	-
13. Parent Services	-	-	-	-	-	-	-	-
Parent Conference Registration - PA11	1,099	-	1,852	2,579	-	1,099	-	-
PC Orientation, Trainings, Materials & Translation - PA11	4,983	65	1,524	2,173	-	4,704	279	1,055
Policy Council Activities	-	-	150	-	-	-	-	-
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	770	366	3,825	3,174	-	233	537	-
Child Care/Mileage Reimbursement	2,680	3,051	2,934	1,996	-	1,009	1,671	363
14. Accounting & Legal Services	-	-	-	-	-	-	-	-
Auditor Controllers	-	1,598	-	825	-	-	-	-
Data Processing/Other Services & Supplies	3,360	2,654	3,155	6,804	-	1,697	1,663	-
15. Publications/Advertising/Printing	-	-	-	-	-	-	-	-
Outreach/Printing	-	75	-	-	-	-	-	-
Recruitment Advertising (Newspaper, Brochures)	-	-	31	-	-	-	-	-
16. Training or Staff Development	-	-	-	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC, etc.)	1,806	6,507	19,317	(350)	-	-	1,806	3,625
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	14,052	17,840	6,866	6,338	392	5,634	8,025	2,785
17. Other	-	-	-	-	-	-	-	-
Site Security Guards	4,852	11,144	7,162	4,328	-	3,660	1,192	-
Dental/Medical Services	-	-	-	-	-	-	-	-
Vehicle Operating/Maintenance & Repair	26,476	22,253	12,721	37,924	-	3,071	23,405	9,525
Equipment Maintenance Repair & Rental	9,417	25,962	26,542	20,924	1,900	1,657	5,861	1,995
Dept. of Health and Human Services-data Base (CORD)	1,679	2,518	3,431	839	-	839	839	839
Field Trips	-	-	-	-	-	-	-	-
Other Operating Expenses (Facs Admin/Other admin)	-	-	-	-	-	-	-	-
CSD Admin Costs/Facs Mgt Allocation	104,414	55,315	32,597	30,870	-	88,099	16,315	-
h. OTHER (6h)	292,663	344,911	258,679	430,538	10,805	159,142	122,715	31,178
i. TOTAL DIRECT CHARGES (6a-6h)	2,757,328	3,316,361	2,969,246	3,484,105	501,941	1,175,656	1,079,731	1,564,221
j. INDIRECT COSTS	128,498	338,673	108,323	218,787	-	81,982	46,516	-
k. TOTALS (ALL BUDGET CATEGORIES)	2,885,826	3,655,034	3,077,569	3,702,891	501,941	1,257,638	1,126,247	1,564,221
Non-Federal match (In-Kind)	280,802	492,860	387,209	90,243	-	150,037	130,764	109,705

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2014 HEAD START PROGRAM
November 2014 Expenditures

4	5				4	5						
Actual May-14	Actual Jun-14	Actual Jun-14	Actual Jun-14	Actual Jun-14	Actual Jul-14	Actual Aug-14	Actual Sep-14	Actual Oct-14	Actual Nov-14	Actual Dec-14	Actual Jan-15	Actual Feb-15
286,562	247,432	25,664	-	-	241,934	314,557	356,254	371,193	375,012	-	-	-
211,672	126,225	22,549	1,857	-	160,901	213,677	253,563	265,199	196,021	-	-	-
-	-	-	-	-	-	-	-	-	1,398	-	-	-
16,378	2,201	2,766	-	-	2,251	7,161	15,678	4,012	5,628	-	-	-
4,398	-	757	-	-	29	2,897	7,428	16,984	12,861	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
10,238	-	23,930	-	-	77,985	53,513	-	-	13,814	-	-	-
218	2,047	6	-	-	-	1,185	553	220	239	-	-	-
-	-	-	-	-	-	362	-	122	-	-	-	-
165	901	527	-	-	74	77	2,243	84	1,246	-	-	-
487	25	186	-	-	-	113	245	148	383	-	-	-
31,885	5,173	28,172	-	-	80,339	65,309	26,147	21,569	34,171	-	-	-
5,085	3,385	3,683	-	-	3,675	3,881	3,940	4,660	6,557	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	(237,360)	201,893	-	-	-	-	-	-	-	-	-
3,674	3,674	-	-	-	4,133	3,674	4,133	3,903	5,740	-	-	-
-	-	-	-	-	-	60	-	-	-	-	-	-
-	-	-	-	-	48,500	284	-	21,989	3,600	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
147,046	148,838	-	-	-	152,474	111,710	165,240	170,457	245,444	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
10,800	10,800	10,800	-	-	-	10,800	10,800	10,800	10,800	-	-	-
-	5,497	5,650	-	-	-	5,115	5,894	5,680	7,849	-	-	-
-	14,175	14,175	-	-	-	14,175	14,175	14,175	14,175	-	-	-
-	4,500	4,500	-	-	-	4,500	4,500	4,500	4,500	-	-	-
26,300	(8,400)	9,000	-	-	-	8,100	9,180	9,000	18,000	-	-	-
10,307	12,705	-	-	-	-	-	-	-	-	-	-	-
9,000	-	4,500	-	-	-	4,500	-	-	13,500	-	-	-
2,576	15	-	-	-	-	-	-	-	2,008	-	-	-
5,435	6,746	12,216	924,953	(924,953)	-	-	404,444	764,762	446,905	-	-	-
220,224	201,935	(172,836)	1,126,846	(924,953)	208,781	166,800	622,306	1,009,926	779,077	-	-	-
43,592	13,800	18,772	342	-	2,276	26,452	32,625	55,851	93,680	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
26,899	7,895	3,073	-	-	2,125	21,195	17,238	19,217	15,371	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
5,390	849	28	200	-	(126)	4,100	14,314	9,256	3,658	-	-	-
4,814	2,308	1,617	-	-	1,157	1,954	1,836	3,864	2,705	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
102,525	14,412	13,816	-	-	-	5,834	5,594	54,107	51,497	-	-	-
-	(65,136)	(10,624)	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	1,852	-	2,579	-	-	-
1,541	(2,532)	-	-	-	38	542	944	455	1,718	-	-	-
-	-	-	-	-	-	150	-	-	-	-	-	-
-	366	-	-	-	-	3,149	675	3,174	-	-	-	-
2,688	-	-	-	-	1,520	1,414	-	319	1,677	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
975	623	-	-	-	-	-	-	825	-	-	-	-
1,633	1,021	-	-	-	-	1,578	1,578	4,771	2,032	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
-	75	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	31	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
1,746	1,012	124	-	-	6,063	2,871	10,384	200	(550)	-	-	-
7,659	6,392	1,003	-	-	783	35	6,048	6,271	67	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
5,843	2,418	2,882	-	-	-	-	7,162	3,031	1,297	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
6,788	4,633	42	1,265	-	4,827	2,312	5,582	18,141	19,783	-	-	-
21,559	426	1,982	-	-	108	9,465	16,970	6,410	14,514	-	-	-
839	839	-	-	-	74	-	3,357	-	839	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-
54,976	(5,580)	5,919	-	-	-	14,885	17,712	14,892	15,978	-	-	-
289,467	(16,176)	38,634	1,808	-	18,843	95,936	143,900	200,783	229,755	-	-	-
1,039,810	564,589	(57,818)	1,130,511	(924,953)	710,797	856,279	1,402,170	1,868,670	1,615,435	-	-	-
206,765	36,081	95,827	-	-	-	50,105	58,218	76,196	142,591	-	-	-
1,246,576	600,670	38,009	1,130,511	(924,953)	710,797	906,384	1,460,389	1,944,866	1,758,026	-	-	-
221,300	161,855	-	-	-	100,883	122,818	163,508	90,243	-	-	-	-

	5	6	7	8
Actual Mar-15	Total YTD Actual	Total Budget	Remaining Budget	% YTD
-	3,520,018	3,764,361	244,343	94%
-	2,262,879	2,452,556	189,677	92%
-	1,398	1,600	202	87%
-	76,092	74,000	(2,092)	103%
-	49,765	19,500	(30,265)	255%
-	-	-	-	
-	218,149	131,000	(87,149)	167%
-	5,862	6,000	138	98%
-	897	1,000	103	90%
-	8,535	9,000	465	95%
-	1,930	2,500	570	77%
-	361,230	243,000	(118,230)	149%
-	-	-	-	
-	41,999	35,400	(6,599)	119%
-	-	-	-	
-	(35,467)	(230,000)	(194,533)	15%
-	43,854	32,001	(11,853)	137%
-	60	-	(60)	
-	77,823	55,662	(22,161)	140%
-	-	-	-	
-	1,603,101	2,044,356	441,255	78%
-	-	8,000	8,000	0%
-	-	-	-	
-	108,000	129,600	21,600	83%
-	57,598	68,812	11,214	84%
-	141,750	170,100	28,350	83%
-	45,000	54,000	9,000	83%
-	98,355	108,000	9,645	91%
-	56,606	56,606	0	100%
-	45,000	54,000	9,000	83%
-	8,827	10,100	1,273	87%
-	2,762,217	4,092,557	1,330,340	67%
-	5,054,723	6,689,194	1,634,471	76%
-	-	-	-	
-	347,807	315,000	(32,807)	110%
-	(81)	(1,000)	(919)	8%
-	163,850	227,300	63,450	72%
-	3,293	6,500	3,207	51%
-	39,492	30,600	(8,892)	129%
-	30,277	53,532	23,255	57%
-	-	-	-	
-	337,518	557,300	219,782	61%
-	(163,737)	(256,400)	(92,663)	64%
-	-	-	-	
-	5,530	4,866	(664)	114%
-	8,745	10,100	1,355	87%
-	150	500	350	30%
-	8,135	6,500	(1,635)	125%
-	10,660	11,100	440	96%
-	-	-	-	0%
-	2,422	5,635	3,213	43%
-	15,973	15,000	(973)	106%
-	-	-	-	
-	75	1,000	925	8%
-	31	5,500	5,469	1%
-	-	-	-	
-	27,280	12,175	(15,105)	224%
-	45,095	47,956	2,861	94%
-	-	-	-	
-	27,486	28,000	514	98%
-	-	200	200	0%
-	99,373	117,600	18,227	85%
-	82,845	90,000	7,155	92%
-	8,467	10,100	1,633	84%
-	-	1,000	1,000	0%
-	-	-	-	
-	223,195	449,467	226,272	0%
-	1,326,790	1,749,531	422,741	76%
-	12,527,040	14,900,242	2,373,202	84%
-	794,281	789,488	(4,793)	101%
-	13,321,320	15,689,730	2,368,410	85%
-	1,251,113	3,922,432	2,671,318	32%

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2014 EARLY HEAD START PROGRAM
November 2014 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 465,682	\$ 824,266	\$ 358,584	56%
b. FRINGE BENEFITS	308,209	561,919	253,710	55%
c. TRAVEL	-	800	800	0%
d. EQUIPMENT			-	0%
e. SUPPLIES	33,773	60,121	26,348	56%
f. CONTRACTUAL	1,788,719	1,633,144	(155,575)	110%
g. CONSTRUCTION			-	0%
h. OTHER	75,386	190,588	115,202	40%
I. TOTAL DIRECT CHARGES	\$ 2,671,769	\$ 3,270,838	\$ 599,069	82%
j. INDIRECT COSTS	121,787	172,996	51,209	70%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 2,793,556	\$ 3,443,834	\$ 650,278	81%
<i>In-Kind (Non-Federal Share)</i>	\$ 172,385	\$ 860,958	\$ 688,573	20%

CONTRA COSTA COUNTY
COMMUNITY SERVICES BUREAU
2014 EARLY HEAD START PROGRAM
November 2014 Expenditures

1	2 Jan-14 thru Mar-14	3 Apr-14 thru Jun-14	4 Jul-14 thru Sep-14	5 Actual Oct-14	Actual Nov-14	6 Total YTD Actual	7 Total Budget	8 Remaining Budget
Expenditures								
a. Salaries & Wages (Object Class 6a)								
Permanent 1011	111,597	116,021	112,511	37,674	43,182	420,985	693,746	272,761
Temporary 1013	14,918	10,538	11,008	4,727	3,506	44,696	130,520	85,824
a. PERSONNEL (Object class 6a)	126,515	126,559	123,520	42,401	46,687	465,682	824,266	358,584
b. FRINGE BENEFITS (Object Class 6b)								
Fringe Benefits	80,510	83,689	81,265	30,506	32,239	308,209	561,919	253,710
b. FRINGE (Object Class 6b)	80,510	83,689	81,265	30,506	32,239	308,209	561,919	253,710
c. TRAVEL (Object Class 6c)	-	-	-	-	-	-	800	800
e. SUPPLIES (Object Class 6e)								
1. Office Supplies	1,726	708	1,390	0	82	3,907	8,000	4,093
2. Child and Family Services Supplies (Includesclassroom Supp	4,273	368	1,381	9,082	394	15,499	9,518	(5,981)
4. Other Supplies	-	-	-	-	-	-	-	-
Computer Supplies, Software Upgrades, Computer Replacer	1,436	4,875	3,844	-	-	10,155	37,503	27,348
Health/Safety Supplies	-	-	-	255	2,072	2,326	300	(2,026)
Mental helath/Diasabilities Supplies	-	-	-	-	-	-	100	100
Miscellaneous Supplies	38	842	14	739	74	1,708	4,000	2,292
Emergency Supplies	-	-	-	-	-	-	-	-
Household Supplies	18	74	17	21	47	178	700	522
e. SUPPLIES (Object Class 6e)	7,492	6,867	6,646	10,098	2,669	33,773	60,121	26,348
f. CONTRACTUAL (Object Class 6f)								
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	349	4,196	2,874	1,165	866	9,450	5,500	(3,950)
2. Health/Disabilities Services	-	-	-	-	-	-	-	-
Health Consultant	4,920	4,625	5,117	1,673	2,460	18,794	32,001	13,207
8. Other Contracts	-	-	-	-	-	-	-	-
FB-Fairgrounds Partnership	9,800	14,700	9,800	4,900	4,900	44,100	58,800	14,700
FB-E. Leland/Mercy Housing Partnership	11,200	22,400	11,200	5,600	5,600	56,000	67,200	11,200
Brighter Beginnings	-	34,000	16,000	8,000	8,000	66,000	81,600	15,600
Cameron School	9,800	23,450	9,800	4,550	9,100	56,700	58,800	2,100
Crossroads	14,000	21,000	-	21,000	14,000	70,000	77,000	7,000
Martinez ECC	16,800	33,600	16,450	8,400	16,800	92,050	100,800	8,750
Apiranet	-	-	-	-	-	-	122,400	122,400
Child Outcome Planning and Administration (COPA/Nulinx)	490	262	-	948	-	1,700	1,868	168
Enhancement/wrap-around HS slots with State CD Program	165,189	489,327	173,887	357,274	188,247	1,373,924	1,027,175	(346,749)
f. CONTRACTUAL (Object Class 6f)	232,548	647,560	245,128	413,510	249,974	1,788,719	1,633,144	(155,575)
h. OTHER (Object Class 6h)								
2. Bldg Occupancy Costs/Rents & Leases	724	730	3,354	277	568	5,654	10,500	4,846
4. Utilities, Telephone	527	534	418	128	227	1,834	10,000	8,166
5. Building and Child Liability Insurance	-	-	-	-	-	-	-	-
6. Bldg. Maintenance/Repair and Other Occupancy	65	13	1,981	(340)	237	1,957	1,600	(357)
8. Local Travel (55.5 cents per mile effective 1/1/2012)	686	1,015	748	801	673	3,922	11,700	7,778
9. Nutrition Services	-	-	-	-	-	-	-	-
Child Nutrition Costs	198	-	-	-	-	198	600	402
(CCFP & USDA Reimbursements)	(194)	-	-	-	-	(194)	(400)	(206)
13. Parent Services	-	-	-	-	-	-	-	-
Parent Conference Registration - PA11	-	-	105	-	-	105	913	808
Parent Resources (Parenting Books, Videos, etc.) - PA11	60	-	-	-	-	60	500	440
PC Orientation, Trainings, Materials & Translation - PA11	1,375	617	558	15	-	2,564	3,330	766
Policy Council Activities	181	745	-	-	-	926	4,500	3,574
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	2,400	-	806	3,206	17,400	14,194
Child Care/Mileage Reimbursement	401	160	361	153	207	1,283	1,200	(83)
14. Accounting & Legal Services	-	-	-	-	-	-	-	-
Auditor Controllers	-	-	-	-	-	-	3,000	3,000
Data Processing/Other Services & Supplies	340	328	477	242	242	1,629	3,000	1,371
15. Publications/Advertising/Printing	-	-	-	-	-	-	-	-
Outreach/Printing	-	-	5	-	-	5	100	95
16. Training or Staff Development	-	-	-	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE	525	395	282	1,071	6,325	8,597	15,257	6,660
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	3,665	5,589	7,188	3,792	6,381	26,614	30,943	4,329
17. Other	-	-	-	-	-	-	-	-
Site Security Guards	-	-	-	-	-	-	-	-
Vehicle Operating/Maintenance & Repair	4,097	3,733	1,505	1,459	-	10,794	21,150	10,356
Equipment Maintenance Repair & Rental	26	49	159	-	291	525	400	(125)
Dept. of Health and Human Services-data Base (CORD)	-	-	-	-	-	-	-	-
Other Operating Expenses (Facs Admin/Other admin)	-	-	-	-	-	-	5,000	5,000
County Indirect Cost (A-87)	1,364	1,729	1,725	419	467	5,706	49,895	44,189
h. OTHER (6h)	14,041	15,637	21,265	8,017	16,426	75,386	190,588	115,202
i. TOTAL DIRECT CHARGES (6a-6h)	461,106	880,312	477,824	504,531	347,995	2,671,769	3,270,838	599,069
j. INDIRECT COSTS	18,800	57,981	17,614	9,368	18,025	121,787	172,996	51,209
k. TOTALS - ALL BUDGET CATEGORIES	479,906	938,294	495,438	513,899	366,020	2,793,556	3,443,834	650,278
Non-Federal Match (In-Kind)	65,587	21,458	44,248	5,243	18,387	154,924	860,958	706,034

9

%

YTD

61%

34%

56%

55%

55%

0%

49%

163%

27%

775%

0%

43%

0%

25%

56%

172%

59%

75%

83%

81%

96%

91%

91%

0%

91%

134%

110%

54%

18%

122%

34%

33%

48%

0%

0%

77%

21%

18%

107%

0%

54%

0%

56%

86%

0%

51%

131%

0%

0%

11%

40%

82%

70%

81%

18%

**CAO Monthly Report
CSBG and Weatherization Programs
Year-to-Date Expenditures
As of November 30, 2014**

1. 2014 LIHEAP WX

Contract # 14B-5005

Term: Jan. 1, 2014 - Jan. 31, 2015

Amount: WX \$ 921,106

Total Contract	\$	921,106
Expenditures		(841,528)
Balance	\$	<u>79,578</u>
Expended		91%

2. 2014 LIHEAP ECIP/EHA 16

Contract # 14B-5005

Term: Jan. 1, 2014 - Jan. 31, 2015

Amount: EHA 16 \$ 915,417

Total Contract	\$	915,417
Expenditures		(772,166)
Balance	\$	<u>143,251</u>
Expended		84%

3. 2014 COMMUNITY SERVICES BLOCK GRANT (CSBG)


Contract # 14F-3007

Term: Jan. 1, 2014 - December 31, 2014

Amount: \$ 790,619

Total Contract	\$	790,619
Expenditures		(594,527)
Balance	\$	<u>196,092</u>
Expended		75%

December 2014 - COMMUNITY SERVICES BUREAU PRE- SCHOOL CHILDREN'S MENU

<p>1</p> <p><u>BREAKFAST</u></p> <p>FRESH APPLE SLICES RICE CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>*MINESTRONE SOUP (carrots, cabbage, celery, & zucchini) CHEDDAR CHEESE CUBES FRESH PEAR SLICES SPROUTED 7-GRAIN BREAD</p> <p><u>PM SNACK</u></p> <p>PLAIN LOW-FAT YOGURT FRESH BANANA</p>	<p>2</p> <p><u>BREAKFAST</u></p> <p>FRESH ORANGE SPROUTED RAISIN BREAD & SUNBUTTER</p> <p><u>LUNCH</u></p> <p>SLICED TURKEY HAM BAKED SWEET POTATOES & APPLES FRESH KIWI SLICES SPROUTED WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u></p> <p>PINEAPPLE TIDBITS COTTAGE CHEESE</p>	<p>3</p> <p><u>BREAKFAST</u></p> <p>FRESH PEAR SLICES WHOLE WHEAT CHEESE TOAST</p> <p><u>LUNCH</u></p> <p>*DAFA DUKA-NIGERIAN DISH (diced chicken, pinto beans, cabbage & diced tomatoes) FRESH TANGERINE BROWN RICE</p> <p><u>PM SNACK</u></p> <p>BABY CARROTS & CUCUMBER STICKS HUMMUS FOR DIPPING 1% LOW-FAT MILK</p>	<p>4</p> <p><u>BREAKFAST</u></p> <p>CINNAMON SPICED APPLESAUCE OVEN BAKED PANCAKE</p> <p><u>LUNCH</u></p> <p>*BROCCOLI, CAULIFLOWER & CHEESE SOUP FRESH KIWI SLICES HOMEMADE CORNBREAD SQUARE</p> <p><u>PM SNACK</u></p> <p>SPANISH QUINOA TASTING ("KEEN-WAH") FRESH APPLE SLICES 1% LOW-FAT MILK</p>	<p>5</p> <p><u>BREAKFAST</u></p> <p>FRESH BANANA CORNFLAKES</p> <p><u>LUNCH</u></p> <p>*MANDARIN SESAME CHICKEN SALAD (chicken, coleslaw & mandarin oranges) FRESH PEAR SLICES SPROUTED DINNER ROLL</p> <p><u>PM SNACK</u></p> <p>HOMEMADE BANANA BREAD 1% LOW-FAT MILK</p>
<p>8</p> <p><u>BREAKFAST</u></p> <p>FRESH TANGERINE CORN CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>*VEGGIE SKETTI (diced zucchini, mushrooms, tomatoes, & bell peppers) WITH WHOLE WHEAT SPAGHETTI SHREDDED CHEDDAR CHEESE FRESH KIWI SLICES</p> <p><u>PM SNACK</u></p> <p>HUMMUS VEGGIE ROLL SPINACH & SHREDDED CARROTS 1% LOW-FAT MILK</p>	<p>9</p> <p><u>BREAKFAST</u></p> <p>PINEAPPLE CUBES SPROUTED WHEAT CINNAMON RAISIN BAGEL LOW-FAT CREAM CHEESE</p> <p><u>LUNCH</u></p> <p>*JAMMIN JAMBALAYA WITH STEAMED BROWN RICE (diced chicken & vegetables) FRESH ORANGE SLICES</p> <p><u>PM SNACK</u></p> <p>HERBED COTTAGE CHEESE FRESH BABY CARROTS & ZUCCHINI STICKS</p>	<p>10</p> <p><u>BREAKFAST</u></p> <p>FRESH KIWI SLICES BREAKFAST BURRITO (scrambled eggs & salsa)</p> <p><u>LUNCH</u></p> <p>GROUND BEEF SPAGHETTI CASSEROLE WITH WHOLE WHEAT PASTA GREEN BEANS FRESH PEAR SLICES</p> <p><u>PM SNACK</u></p> <p>FRESH BANANA SUNBUTTER</p>	<p>11</p> <p><u>BREAKFAST</u></p> <p>FRESH BANANA CHEERIOS</p> <p><u>LUNCH</u></p> <p>*BEAN SOUP WITH VEGETABLES & TURKEY HAM MANGO CHUNKS HOMEMADE CORNBREAD</p> <p><u>PM SNACK</u></p> <p>WHOLE GRAIN FISH CRACKERS 1% LOW-FAT MILK</p>	<p>12</p> <p><u>BREAKFAST</u></p> <p>FRESH ORANGE BRAN CEREAL</p> <p><u>LUNCH</u></p> <p>TURKEY WRAP WITH LOW-FAT CREAM CHEESE FILLING BUTTERNUT SQUASH AND PUMPKIN SOUP FRESH APPLE SLICES WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK</u></p> <p>HOMEMADE FRUIT COCKTAIL BREAD PUDDING 1% LOW-FAT MILK</p>
<p>15</p> <p><u>BREAKFAST</u></p> <p>FRESH PEAR CRISPIX CEREAL</p> <p><u>LUNCH</u></p> <p>VEGETARIAN ENCHILADA CASSEROLE (cheese, black beans, corn, & tomato) TOSSED GREEN SALAD ITALIAN DRESSING FRESH KIWI SLICES</p> <p><u>PM SNACK</u></p> <p>FROZEN STRAWBERRIES LOW-FAT PLAIN YOGURT GRANOLA</p>	<p>16</p> <p><u>BREAKFAST</u></p> <p>FRESH ORANGE RICE CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>CHICKEN & NOODLES WITH WHOLE WHEAT SPAGHETTI SWEET POTATOES FRESH APPLE SLICES</p> <p><u>PM SNACK</u></p> <p>CUCUMBER & CARROT STICKS VEGETABLE DIP WHEAT THIN CRACKERS</p>	<p>17</p> <p><u>BREAKFAST</u></p> <p>FRESH BANANA OATMEAL</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>BBQ BEEF ON A HAMBURGER BUN COLESLAW FRESH TANGERINE</p> <p><u>PM SNACK</u></p> <p>CHEDDAR CHEESE STICKS FRESH PEAR</p>	<p>18</p> <p><u>BREAKFAST</u></p> <p>PINEAPPLE CUBES SPROUTED WHEAT PLAIN BAGEL LOW-FAT CREAM CHEESE</p> <p><u>LUNCH</u></p> <p>*CHICKEN GUMBO (diced chicken, tomatoes, okra, celery, & green peppers) WITH BROWN RICE FRESH GOLDEN APPLE SLICES</p> <p><u>PM SNACK</u></p> <p>FRIENDS TRAIL MIX (kix, cheerios, corn chex, raisins, pretzels, & dried apricots) 1% LOW-FAT MILK</p>	<p>19</p> <p><u>BREAKFAST</u></p> <p>MAPLE APPLESAUCE OVEN BAKED FRENCH TOAST</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>TUNA SALAD BROCCOLI FLORETS REDUCED FAT RANCH DRESSING MANGO CHUNKS WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u></p> <p>HOMEMADE CARROT RAISIN PINEAPPLE BREAD 1% LOW-FAT MILK</p>
<p>22</p> <p><u>BREAKFAST</u></p> <p>FRESH ORANGE BRAN CEREAL</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>BEAN & CHEESE BURRITO DICED TOMATOES & SHREDDED ROMAINE FRESH KIWI SLICES SPROUTED WHEAT TORTILLA</p> <p><u>PM SNACK</u></p> <p>LOW-FAT COTTAGE CHEESE DICED PEACHES</p>	<p>23</p> <p><u>BREAKFAST</u></p> <p>FRESH APPLE SLICES CORN CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>SLICED ROAST TURKEY BREAST SPINACH CRANBERRY SALAD LOW-FAT ITALIAN DRESSING FRESH PEAR SLICES DINNER ROLL</p> <p><u>PM SNACK</u></p> <p>FRESH TANGERINE 1% LOW-FAT MILK</p>	<p>24</p> <p><u>BREAKFAST</u></p> <p>FRESH BANANA RICE KRISPIES</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>*GARDEN VEGETABLE PITA POCKET (shredded cheese, lettuce, carrots, & cucumbers)-PITA BREAD REDUCED FAT RANCH DRESSING FRESH APPLE</p> <p><u>PM SNACK</u></p> <p>WHOLE WHEAT CINNAMON BREAD 1% LOW-FAT MILK</p>	<p>25</p> <p><i>Christmas Holiday</i></p>	<p>26</p> <p><u>BREAKFAST</u></p> <p>FRESH ORANGE CHERRIOS</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>SUNBUTTER & JELLY SANDWICH MOZZARELLA STRING CHEESE BABY CARROTS NO DRESSING FRESH RED APPLE SLICES WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u></p> <p>WHEAT CRACKERS 1%LOW-FAT MILK</p>
<p>29</p> <p><u>BREAKFAST</u></p> <p>FRESH KIWI SLICES KIX CEREAL</p> <p><u>LUNCH</u></p> <p>*LENTIL SOUP (potatoes, celery & carrots) SHREDDED CHEESE FRESH ORANGE SLICES SPROUTED SOUR DOUGH BREAD</p> <p><u>PM SNACK</u></p> <p>GRAHAM CRACKERS 1% LOW-FAT MILK</p>	<p>30</p> <p><u>BREAKFAST</u></p> <p>FRESH BANANA CORNFLAKES</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>SLICED TURKEY HAM MAYO & MUSTARD DRESSING BROCCOLI FLORETS WITH RANCH DRESSING FRESH RED APPLE SLICES WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u></p> <p>ZUCCHINI BREAD 1%LOW-FAT MILK</p>	<p>31</p> <p><u>BREAKFAST</u></p> <p>FRESH PEAR SLICES WHOLE WHEAT CINNAMON TOAST</p> <p><u>LUNCH</u></p> <p><u>NUTRITION EXPERIENCE</u></p> <p>DEVELOPED EGGS HARD BOILED EGG GARDEN SALAD W ITALIAN DRESSING FRESH TANGERINE WHEAT CRACKERS</p> <p><u>PM SNACK</u></p> <p>FRESH GREEN APPLE SLICES 1% LOW-FAT MILK</p>		



Contra
Costa
County

To: Board of Supervisors
From: Jessica Hudson, County Librarian
Date: January 20, 2015

Subject: Library Commission 2014 Annual Report and 2015 Work Plan

RECOMMENDATION(S):

ACCEPT the Contra Costa County Library Commission 2014 Annual Report and 2015 Work Plan.

FISCAL IMPACT:

None

BACKGROUND:

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires each regular and ongoing board, commission, or committee to report annually to the Board of Supervisors.

The Library Commission meets on the fourth Thursday of alternating months at Library Administration, 75 Santa Barbara Road, Pleasant Hill CA 94523 under the following leadership:

- Dr Shirley Peck, Chair
- Kathy Fuller, Vice-Chair
- Staff: Jessica A. Hudson, County Librarian and Cathy E. Sanford, former Interim County Librarian

The attached report was developed by the Library Commission and approved by their 2015 Chair Rodger Lum and Vice-Chair Janice Woo. It highlights the Commission's activities, accomplishments, training/certification and attendance for 2014. In addition, it also details the Commission's 2015 work plan, goals and objectives.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

**VOTE OF
SUPERVISORS**

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 20, 2015

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

Contact:
925-927-3201

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the report is not accepted, then the Library Commission will not be in compliance with Resolution No. 2002/377.

CHILDREN'S IMPACT STATEMENT:

None.

ATTACHMENTS

2014 Annual Report and 2015 Work Plan

Library Commission 2014 Annual Report and 2015 Work Plan

Library Commission meets 4th Thursday of alternating months

Library Commission meets at Library Administration, 75 Santa Barbara Road, Pleasant Hill

Dr. Shirley Peck, Chair

Kathy Fuller, Vice-chair

Staff: Jessica A. Hudson, County Librarian and Cathy E. Sanford, former Interim County Librarian

1. Activities

- Provided information and reports to Library Friends, Foundations, appointing agencies, Mayors Conferences, MACs, community library commissions and community library managers about library activities; also attended State Legislators' meetings
- Received a presentation on the Library's 2014-2017 Strategic Plan and participated in the planning process, including Town Hall meetings; received a presentation on the budget.
- Held discussions on State funding item SB 1455, the California Reading and Literacy Improvement and Public Library Construction and renovation Bond Act of 2014.
- Frequently serve as board members and officers of Library Friends, Foundations, endowments, and community library commissions; involvement in Friends' membership recruitments, fundraising activities for community libraries, book sales, volunteering, and assisting with library programming, such as: city read programs, Countywide Summer Reading Festival, and youth activities
- Received a presentation on War Ink, Contra Costa County Library's grant funded veteran's memorial tattoo stories project.
- Participated in the Safety and Security Planning for the Library system as a whole and the Antioch Library in specific.
- Received a presentation on the move and expansion of the San Pablo Library and the San Ramon Library; provided feedback on the draft floor plans and project.
- Commissioner Smith (District IV) served as a board member for California Public Library Advocates (CPLA) and gave a report on the 2014 California Library Association meeting in Oakland CA.

2. Accomplishments

- Sent letters through the Board of Supervisors supporting SCA7 and SB1455.
- Commissioner Smith (District IV) spoke during State presentation about SB1455 and participated in a panel presentation put on by CPLA (California Public Library Advocates) at the 2014 California Library Association meeting entitled "Be the Change, Make the Change, Raise the Change" to promote greater awareness among participants.
- Commissioner Smith (District IV) conducted Board Effectiveness Training for another library jurisdiction in California to help increase skills and knowledge for participants.
- Commissioner Ruehlig (Antioch) attended a City Council meeting to speak about the safety and security issues at the library to help build public and political support for greater facility safety.
- Commissioner Lum (Moraga) succeeded in getting continued Town Council support for matching the Friend's donation for maintaining Sunday hours at the Moraga Library.
- Commissioners Meisch (Walnut Creek) and LaLonne (Walnut Creek-Alternate) are participating in a work group put together by the City of Walnut Creek to explore funding options for the 2016-2018 budget cycle to provide hours over 35 for both Walnut Creek Libraries.
- Commissioner Woo (El Cerrito) attended and helped promote the Rotary Club of El Cerrito's annual Cerrito Vista Sip and Savor fundraiser, which raised funds towards a new library.
- Commissioner Fuller (Martinez) completed 10 years of services on the Library Commission.
- Commissioner Atkinson (Clayton) established a closer relationship with the local paper to promote Library activities.
- Commission Chair Peck (Brentwood) worked on the Brentwood Library expansion project with the City of Brentwood, the City's Land Use and Development Committee, and the Brentwood City Council.
- Commissioner McNeil (San Pablo) attending a City Council meeting in support of the plans for a moved and expanded San Pablo facility. Additionally, he worked with the County Library and City as a member of the Friends of the Library to help hone the plans.
- Commissioner Panas (El Cerrito) is working with the New El Cerrito Library Committee on fundraising and advocacy for a new facility.

- Commissioners O'Rourke (Pinole) and Magann (Pinole-Alternate) attended a meeting chaired by Supervisor John Gioia's office exploring the idea of hours and facilities for the Pinole Library.
- Commissioner Bracken (Pleasant Hill) is part of the New Pleasant Hill Library Task Force, convened by the City of Pleasant Hill, which is looking into the possibility of a new library facility. Bracken is on both the full Task Force and a member of the Funding subcommittee.
- Library Commission sent a Board Order to the Board of Supervisors requesting that they adopt a resolution on privacy rights and open government

3. Attendance/Representation

The 29-member Library Commission is diverse and meets the Board of Supervisors' goal to maintain an ethnic, economic, and geographic balance. A wide range of ages is represented on the Library Commission. All six meetings in 2014 achieved a quorum and many alternate Commissioners attended meetings in addition to the appointed Commissioner. (*Attachment - attendance report*)

4. Training/Certification

- Thirty-six members viewed and reviewed recordings on the Brown Act and Conflict of Interest as required by the Board of Supervisors.
- Some Commissioners renewed CPLA (California Public Library Advocates) memberships
- Some Commissioners attended the May 1, 2014 County's Annual Training for advisory bodies

Proposed Work Plan / Objectives for 2015:

- **Goal: Continue to advocate for and support increased funding**
 - Objective: Support Library Friends fundraising activities
 - Objective: Continue to advocate with elected officials for financial support of libraries
 - Objective: Recommend the levels of funding necessary to provide each level of service proposed
 - Objective: Explore alternative methods of establishing stable and adequate funding
 - Objective: Continued support and participation at the branch/City level
- **Goal: Continue to promote, expand, educate, and support library services and programs for all of the communities**
 - Objective: Support City Reads programs
 - Objective: Work with Library staff on local projects - supporting library services
 - Objective: Assist in the development of policies
 - Objective: Provide community input to the County Library
 - Objective: Promote collection development in languages other than English
- **Goal: Continue supporting/assisting Friends of the Library groups.**
 - Objective: Participate as members of Friends groups for community libraries
 - Objective: Document methods by which County communities have raised funds for facilities
 - Objective: Work with Friends and Foundations to attend their Board meetings
- **Goal: Continue to develop skills as a Library Commissioner and be actively involved**
 - Objective: Participate in Library Commission meetings
 - Objective: Provide reports about the Library Commission to City Councils, Friends, etc
 - Objective: Join/Renew Commissioner's CPLA (California Public Library Advocates) memberships
 - Objective: Attend library workshops, seminars, trainings, and report on these to the Commission
 - Objective: Commissioner Smith (District IV) will continue to conduct Board Effectiveness Trainings
 - Objective: Participate in further trainings to understand what activities are allowable by law or County ordinance for the Library Commission
 - Objective: Schedule/hold regular meetings with individual Library Managers to increase communications and continue to learn about the Library
 - Objective: Develop goals and objectives that may be undertaken by the Commission as an official body that directly address the Commission's purpose and duties as stated in its bylaws

Library Commission 2014 Annual Report and 2015 Work Plan

~ PAGE 3 ~

Attendance Report

Library Commission Attendance: January 2014 – December 2014

Library Commission Attendance January 2014 – December 2014		Total	Total	Total	Total	signed BROWN ACT & Ethics Orientation video viewing certification
COMMISSIONERS	REPRESENTING	Meetings	Absent	Present	Excused	Received
Ruehlig, Walter	City of Antioch	6	1	5		X
Peck, Shirley Dr. (Chair)	City of Brentwood	6		6		X
Faye, Vivian	City of Brentwood (Alternate)	6		6		X
Atkinson, Joyce	City of Clayton	6		6		X
Boyd, Jeanne	City of Clayton (Alternate)	6	2		4	X
Gomez, Barbara (term ended 9/22/14)	City of Concord	4		2	2	X
Waterson, Judi	City of Concord (Alternate)	6		4	2	X
Diamond, Katie	Town of Danville	6	4	1	1	
Woo, Janice	City of El Cerrito	6		5	1	X
Panas, Tom	City of El Cerrito (Alternate)	6		6		X
Marcotte, Jo Ellen (term ended 4/14/2014)	City of Hercules	2		2		X
Ayalin, Cip	City of Hercules	6		6		X
Gabriel, Andrew (term began 5/14/2014)	City of Hercules (Alternate)	4		4		X
Hoisington, Mary Ann	City of Lafayette	6		5	1	X
Bailey, Ruth (term ended 6/30/2014)	City of Lafayette (Alternate)	2			2	
Phillips, Laurie (term began 7/14/2014)	City of Lafayette (Alternate)	2		2		X
Fuller, Kathy (Vice-chair)	City of Martinez	6		4	2	X
Kindall, Gayle	City of Martinez (Alternate)	6	2		4	
Lum, Rodger	Town of Moraga	6		6		X
Joseph, Mary	City of Oakley	6		5	1	X
Giullian, Karen	City of Oakley (Alternate)	6	2		4	
Burkhalter, Barbara (term ended 2/28/2014)	City of Orinda	1			1	X
Bonham, Ben (term ended 2/28/2014)	City of Orinda (Alternate)	1			1	X
Magann, Kathy	City of Pinole (Alternate)	6		5	1	X
O'Rourke, Charlene	City of Pinole	6		6		X
Jackson ,Gerry (term began 7/1/2014, term ended 10/20/2014))	City of Pittsburg	2		1	1	X
Herrick, Leanne (term began 7/1/2014)	City of Pittsburg (Alternate)	3		2	1	
Bracken, Katherine	City of Pleasant Hill	6		6		X
McNeil, Leonard	Vacant City of Richmond	-				
Bustamante, Sonia	City of San Pablo	6	3	2	1	
Prater, Penny	City of San Pablo (Alternate)	6	3	1	2	
Meisch, Lynn A.	City of San Ramon	6	1	3	2	X
LaLanne, Yvonne (term began 7/1/2014)	City of Walnut Creek	6		5	1	X
Woodrow, Don	City of Walnut Creek (Alternate)	3		1	2	X
Riise, Diane	District 1	6		5	1	X
O'Brien, Margaret (term ended 6/30/2014)	District 2	6		5	1	X
Vaid, Pramod	District 2 (Alternate)	3			3	X
Scott, Bryan (term began 10/21/2014)	District 3	6		4	2	X
Smith, Alan B. (term began)	District 3 (Alternate)					
	District 4	6		6		X
	District 5	1		1		
Marshburn, Peggy (term ended 6/30/13)	Vacant Office of Education (Alternate)	2	1		1	X
Ovick, Joe (term ended 6/30/2014)	Office of Education	3	3			
Sakata, Karen (term began 7/1/2014)	Office of Education	3		2	1	
Valdez , Margie (term began 6/19/2014)	Contra Costa Central Labor Council	3		3		X
Hadden, Cynthia (term ended 6/30/2014)	Vacant Contra Costa Council	-				
Birsan Edi (term ended 6/30/2014)	Friends Council	3		2	1	X
Lawler Jessica (term began 7/1/2014)	Friends Council (Alternate)	3		1	2	
Mehdizadeh, Mojdeh	Friends Council	3		2	1	X
Kivel, Andy	Contra Costa Community College District	6	1	2	3	X
	Contra Costa Community College District (Alternate)	6	2		4	X



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: January 20, 2015

Subject: ACCEPT the 2014 HMC Annual Report

RECOMMENDATION(S):

ACCEPT 2014 Annual Report from the Hazardous Materials Commission.

FISCAL IMPACT:

None.

BACKGROUND:

Board Resolution NO. 2002/377 requires each regular and ongoing board, commission or committee to annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, require training/certification (if any), and proposed work plan or objectives for the following year.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Report would not be submitted to the Board of Supervisors.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Michael Kent,
313-6587

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

By: , Deputy

cc: T Scott, C Rucker, Jessica McCracken

ATTACHMENTS

Annual Report

2014 ANNUAL REPORT

Advisory Body Name: Hazardous Materials Commission

Advisory Body Meeting Time/Location: Fourth Thursday of every month, 4-6 pm, 2477 Arnold Industrial Way, Concord

Chair: George Smith, Environmental Engineer Seat

Staff: Michael Kent, Contra Costa Health Services

Reporting Period: January-December, 2014

ACTIVITIES

- Actively followed the development of Alameda County Pharmaceutical Ordinance
- Received presentation on CEQA from California Attorney General's office
- Developed recommendations for addressing Environmental Justice considerations in CEQA
- Received presentation on PG&Es pipeline safety program
- Received presentation on Northern Waterfront Revitalization effort
- Received presentation on Bay Area Air Quality Management District's CARE program and proposed Refinery Emissions Rule
- Received presentation on Chevron Refinery Expansion EIR
- Received presentation on issues related to crude by rail
- Provided input to Hazardous Materials Program White Paper on Crude by rail issues
- Provide recommendations to Board of Supervisors on SB 1319 and AB 380.
- Participated in the Northern Waterfront Revitalization effort
- Received presentation on illegal dumping in North Richmond
- Developed strategy for determining implementation of the County's Environmental Justice Policy by County Departments.
- Received presentation from the State Refinery Safety Task Force.
- Received presentation on the Shell Greenhouse Gas Reduction project

ACCOMPLISHMENTS

The Commission continued its work on proper pharmaceutical disposal by monitoring the appeal of the Alameda County Pharmaceutical Ordinance and participating in the Contra Costa Prescription Drug Abuse Prevention Coalition. The Commission developed recommendations for addressing Environmental Justice considerations in CEQA. The Commission furthered their interest in the crude-by-rail issue by providing input on the Hazardous Materials Programs White Paper and making recommendations on state legislation to the Board of Supervisors. The Commission developed a process for ascertaining the implementation of the County's Environmental Justice Policy and began to

implement that process. The Commission began to participate in the Northern Waterfront Revitalization effort by attending Action Team meetings.

ATTENDANCE/REPRESENTATION

The 13-member Commission has members from organized labor, environmental groups, industry, cities, environmental engineering firms, and the public at large. The Commission has membership from all regions of the County. All seats on the Commission were occupied this year. The Commission held nine meetings this year. One meeting had to be cancelled due to lack of a quorum. The Operations committee has met 7 times this year and the Planning & Policy committee met 8 times this year. The Commission meetings averaged of 9 of the 13 members or their alternates being present.

TRAINING/CERTIFICATION

No training or certification was provided or conducted.

PROPOSED WORK PLAN/OBJECTIVES FOR THIS YEAR

The Commission held a planning retreat in December 2013 and decided that their priorities for 2014 - 2017 would be:

- Continue to promote pharmaceutical disposal education posters and assist the Board of Supervisors in the development of a disposal ordinance if requested.
- Continue to provide input to Board of Supervisor Ad-hoc committee reviewing the Community Warning System and the Industrial Safety Ordinance
- Complete review of contaminated sites 5-year reviews and consider new issues around contaminated site clean-up and funding.
- Complete analysis of opportunities to address Environmental Justice considerations in CEQA and explore specific Environmental Justice issues to bring to the Board of Supervisors for action.
- Continue to explore issues related to pipeline safety and consider community participation grant for community along the Iron Horse trail.
- Begin to define the issues of concern surrounding the development of new crude oil facilities, explore additional needs for education.
- Begin to define issue of concern surrounding refinery modernization
- Learn about new Air District air monitoring program for refineries.

In addition, in 2015 the Commission will focus their efforts on a survey of County Departments for the implementation of the County's Environmental Justice Policy, a potential Pharmaceutical Ordinance, Crude by Rail issues, input into the Northern Shoreline revitalization effort, and issues referred to them by the Board of Supervisors.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 20, 2015

Subject: Referral to Internal Operations Committee

RECOMMENDATION(S):

REFER to the Internal Operations Committee a review of the process used by the Health Services Department for the recommendation, review and monitoring of the Mental Health Services Act budget.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The California Department of Mental Health mandates that a community program planning process serve as the basis for all Mental Health Services Act (Proposition 63) planning. In Contra Costa County, the Consolidated Planning Advisory Workgroup (CPAW) serves in this capacity, assisting the Mental Health Division with integrated planning, increasing the transparency of MHSA efforts, and advising the Mental Health Division on how to integrate MHSA principles and practices. CPAW gives a variety of members from the mental health community an opportunity to provide input for system growth and change.

Welfare and Institutions Code section 5848 states: "Each plan and plan update shall be developed with *local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of mental health services, law enforcement agencies, education, social service agencies, veterans, representatives from veteran's organizations, and other important interests*" (emphasis added).

Additionally, The California Code of Regulations, Title 9, Chapter 14, Section 3200.270 states: "Stakeholders means individuals or entities with an interest in mental health services in the State of California, including but not limited to:

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **01/20/2015** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Dorothy Sansoe,
925-335-1009

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

By: , Deputy

cc:

individuals with serious mental illness and/or serious emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interests of individuals with serious mental illness and/or serious emotional disturbance and/or their families".

BACKGROUND: (CONT'D)

It is important to note that CPAW is **not** an advisory board, committee or commission to the Board of Supervisors. It is a workgroup established under State statute to advise County Mental Health staff, not the County Board of Supervisors. It is not required to function under the Brown Act or Better Government Ordinance, although all of its meetings are publicly noticed and the public are invited to attend.

The Mental Health Commission is an advisory body to the Board of Supervisors and is required under Welfare and Institutions Code section 5600. As a legislatively created advisory body the Commission must follow the Ralph M. Brown Act and the County Better Government Ordinance. It has been suggested that the Commission take on the role currently performed by CPAW with regards to making recommendations, reviewing and monitoring the MHSA budget. Many other counties use their local mental health commission to perform the duties under the MHSA that are performed by CPAW in Contra Costa County.

This referral should include a review of potential conflicts of interest for the members of CPAW who are contractors receiving funding through the MHSA budget.

CONSEQUENCE OF NEGATIVE ACTION:

A review of the responsibilities of the Consolidated Planning Advisory Workgroup and the Mental Health Commission will not be undertaken.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: January 20, 2015

Subject: CONTINUE Extension of Emergency Declaration Regarding Homelessness

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: **01/20/2015** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 20, 2015

Contact: Lavonna Martin,
925-313-6736

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.