

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, WILL BE LIMITED TO TWO (2) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of  
the day.  
Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at [www.co.contra-costa.ca.us](http://www.co.contra-costa.ca.us).

**AGENDA**  
**October 13, 2015**

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

Inspirational Thought- "Only those who dare to fail greatly can ever achieve greatly." ~Robert F. Kennedy

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.48 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.**

**PRESENTATIONS (5 Minutes Each)**

- PR.1** PRESENTATION honoring Ombudsman Services of Contra Costa County and  
Declaring October 2016 Residents' Rights Month in Contra Costa County.  
(Supervisor Gioia)
- PR.2** PRESENTATION proclaiming October 23-31, 2015 Red Ribbon Week in Contra  
Costa County. (Supervisor Gioia)

**DISCUSSION ITEMS**

**D. 1** CONSIDER Consent Items previously removed.

- D.2** HEARING to consider adopting Ordinance No. 2015-17 to prohibit commercial vehicles with a gross weight of more than 14,000 pounds at all times on Holway Drive between Camino Diablo and Byron Highway, Byron area. (No fiscal impact) (Monish Sen, Public Works Department) **(To be CONTINUED to November 10, 2015)**
- D.3** HEARING to consider adopting Ordinance No. 2015-18 to prohibit commercial vehicles with a gross weight of more than 14,000 pounds at all times on Camino Diablo between Marsh Creek Road and Byron Highway, Byron area. (No fiscal impact) (Monish Sen, Public Works Department) **(To be CONTINUED to November 10, 2015)**
- D.4** CONSIDER authorizing the Conservation and Development Department to conduct outreach to Contra Costa cities to gauge their interest in partnering with the County to study options for implementing a program to aggregate consumer electricity demand within a jurisdiction or region for purposes of procuring energy for the benefit of county residents (Community Choice Aggregation), and to report its findings to the Internal Operations Committee, as recommended by the Committee. (Supervisor Mitchoff)
- D.5** Acting as the Governing Body of the In-Home Supportive Services Public Authority, CONSIDER adopting Resolution No. 2015/385 regarding compensation and benefits for employees of the In-Home Supportive Services Public Authority. (David Twa, County Administrator)
- D.6** CONSIDER adopting Resolution No. 2015/386, which supersedes Resolution No. 2015/3, regarding compensation and benefits for the County Administrator, County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented employees to reflect changes, as recommended by the County Administrator. (David Twa, County Administrator)
- D.7** CONSIDER accepting written acknowledgment by the County Administrator (Chief Executive Officer) that he understands the current and future costs of the Retirement benefit changes for employees represented by the Probation Peace Officers' Association, as determined by the County's actuary in the September 8, 2015 Actuarial Report. (David Twa, County Administrator)
- D.8** CONSIDER adopting Resolution No. 2015/390 approving the Memorandum of Understanding between Contra Costa County and the Probation Peace Officers' Association of Contra Costa County, implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2015 through June 30, 2018. (David Twa, County Administrator)



- D.9** CONSIDER adopting Resolution No. 2015/391 making Government Code section 31870 (Two Percent Cost of Living Adjustment to Retirement Benefit) applicable to safety employees represented by the Probation Peace Officers' Association, who become new members of the Contra Costa County Employee Retirement Association in the Public Employee Pension Reform Act Tier on or after January 1, 2016. (David Twa, County Administrator)

**D. 10 PUBLIC COMMENT (2 Minutes/Speaker)**

D. 11 CONSIDER reports of Board members.

**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. *Victor Fernandez v. Contra Costa County*, WCAB #ADJ8073246

***ADJOURN  
in memory of  
Mark Coon  
Concord City Attorney***

**CONSENT ITEMS**

**Road and Transportation**

- C. 1** ADOPT Resolution No. 2015/349 accepting as complete the contracted work performed by Telfer Highway Technologies for the 2015 Slurry Seal Project, as recommended by the Public Works Director, El Sobrante and Pleasant Hill areas. (97% Local Road Funds and 3% Monument Preservation Funds)
- C. 2** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with CH2M Hill, Inc., in an amount not to exceed \$864,777, for professional engineering services for the Marsh Creek Road Bridges Replacement Project, for the period of October 6, 2015 through acceptance of the completed bridges by the Board of Supervisors, Clayton area. (County Project No. 0662-6R4083, Federal Project No. BRLS 5928 (125)) (89% Federal Highway Bridge Program Funds and 11% Local Road Funds)

### **Engineering Services**

- C. 3** ADOPT Resolution No. 2015/375 declaring Enderby Street a County road for road acceptance RA11-01247, for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, Danville area. (No fiscal impact)
- C. 4** ADOPT Resolution No. 2015/374 approving the Road Improvement Agreement for road acceptance RA12-1250, for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)

### **Special Districts & County Airports**

- C. 5** APPROVE the Fiscal Year 2015/2016 Dougherty Valley Maintenance County Service Area M-29 budget totaling \$20,707,451, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% County Service Area M-29 Funds)
- C. 6** APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to execute a contract with Fugro Consultants, Inc., in an amount not to exceed \$150,000 to provide on-call seismic assessment services, for the period October 6, 2015 through October 5, 2018, Countywide. (100% Flood Control District and Various Special Revenue Funds)

- C. 7** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute the Consent to Assignment that will permit the County's current tenant, NWK2, Inc., to assign its lease of the County-owned property located at 1448-50 Sally Ride Drive, Concord to Concord Jet Services, Inc., and to execute an amendment to the Lease to make its terms consistent with those of comparable airport leases. (100% Airport Enterprise Fund)

### **Claims, Collections & Litigation**

- C. 8** RESCIND an order to impose administrative fines on properties located at 2284 Dutch Slough Road and 2300 Dutch Slough Road, Bethel Island, as recommended by the County Counsel.
- C. 9** RECEIVE public report of litigation settlement agreements that became final during the period of September 1, 2015 through September 30, 2015, as recommended by the County Counsel.
- C. 10** DENY claims filed by Hangama Ibrahimi (individually and as Successor-in-interest of Mohammad Farooq Ibrahimi) and Veronica Wang.

### **Honors & Proclamations**

- C. 11** ADOPT Resolution No. 2015/366 honoring Ombudsman Services of Contra Costa County and declaring October 2016 Residents' Rights Month in Contra Costa County, as recommended by Supervisor Gioia.
- C. 12** ADOPT Resolution No. 2015/380 to recognize the Contra Costa County Board of Supervisors 2015 "STAND! for Families Free of Violence".
- C. 13** ADOPT Resolution 2015/393 proclaiming October 23-31, 2015 Red Ribbon Week in Contra Costa County, as recommended by Supervisor Gioia.

### **Appointments & Resignations**

- C. 14** ACCEPT resignation of Douglas P. Sibley, DECLARE a vacancy in the District V-C seat on the Alcohol and Other Drugs Advisory Board, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Glover.
- C. 15** APPOINT in lieu of election David Forkel, Clark Misner, and John L. Winther to the Board of Trustees of Reclamation District No. 2025 (Holland Tract), as recommended by the County Administrator.

- C. 16** APPOINT in lieu of election John L. Winther and Kristopher Kaiser to the Board of Trustees of Reclamation District No. 2026 (Webb Tract), as recommended by the County Administrator.
- C. 17** APPOINT in lieu of election James Eckman and Christopher Emerson to the Board of Trustees of Reclamation District No. 2137 (Oakley area), as recommended by the County Administrator.
- C. 18** APPOINT John R. Bedford to the District V Representative Seat of the Assessment Appeals Board, as recommended by Supervisor Glover.
- C. 19** APPOINT in lieu of election Lawrence J. Watty, Jake Messerli, and Colby Heaton to the Board of Trustees of Reclamation District No. 2090 (Quimby Island), as recommended by the County Administrator.
- C. 20** ACCEPT resignation of Evelyn Centeno, DECLARE a vacancy in the District V Member at Large seat on the Mental Health Commission, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Glover.

### **Appropriation Adjustments**

- C. 21** Child Support Services (5004): APPROVE Appropriations and Revenue Adjustment No. 5004 to reduce appropriations and estimated revenue in the amount of \$48,616 in the Child Support Operating Fund (113400) to reflect the reduction in the Final Budget Allocation from the California State Department of Child Support Services.

### **Personnel Actions**

- C. 22** ADOPT Position Resolution No. 21570 to establish the Health Plan Nurse Program Director (represented) classification and add three positions, and cancel one vacant Utilization Review Coordinator (represented) position in the Contra Costa Health Plan division of the Health Services Department. (100% CCHP Enterprise Fund III)
- C. 23** ADOPT Position Adjustment Resolution No. 21635 to reclassify, effective April 1, 2015, one Transportation Services Specialist (represented) and its incumbent to a Transportation Services Manager (represented) in the Employment and Human Services Department. (100% State)
- C. 24** ADOPT Position Adjustment Resolution No. 21710 to add two Principal Planner Level A (represented) positions in the Conservation and Development Department. (50% Land Development and 50% General Fund) (Consider with C.48)

- C. 25** ADOPT Position Adjustment Resolution No. 21717 to establish the classification of Agricultural and Standards Aide (represented) position, and add six Agricultural and Standards Aide (represented) positions in the Department of Agriculture. (91% State, 9% County)
- C. 26** ADOPT Position Adjustment Resolution No. 21753 to add one Systems Software Analyst I (represented) position and cancel one Information Systems III (represented) position in the Office of the Sheriff's - Technical Services Division. (100% General Fund)
- C. 27** ADOPT Position Adjustment Resolution No. 21750 to add one Fingerprint Technician I (represented) position to the Sheriff's Office - Records and ID Unit -Technical Services Division. (100% Cal-ID Remote Access Network Board funds)
- C. 28** ADOPT Position Adjustment Resolution No. 21749 to add one Criminalist III (represented) position and cancel one Fingerprint Examiner II (represented) position in the Sheriff's Office - Forensic Services Division. (100% Cal-ID Remote Access Network Board funds)
- C. 29** ADOPT Position Adjustment Resolution No. 21724 to decrease the hours of one CCTV Production Assistant (represented) position from full time to part time (20/40) in the Office of Communications and Media.
- C. 30** ADOPT Position Adjustment Resolution No. 21756 to add four Social Work Supervisor II (represented) positions in the Employment and Human Services Department. (45% Federal, 45% State, 10% County)
- C. 31** ADOPT Position Adjustment Resolution No. 21759 to add one Network Administrator I (represented) position and cancel one Network Analyst I (represented) position in the Probation Department. (No fiscal impact)
- C. 32** ADOPT Position Adjustment Resolution No. 21748A changing the effective date from October 19, 2015 to October 22, 2015 of a reduction in the hours of one Deputy District Attorney - Basic Level from full-time (40/40) to part-time (20/40) in the District Attorney's office. (Cost savings)

### **Grants & Contracts**

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

- C. 33** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept funding from Contra Costa County Office of Education in an amount not to exceed \$400,000 to implement Quality Rating and Improvement System components, for the period July 1, 2015 through June 30, 2016. (No County match)
- C. 34** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to apply for and accept the California Office of Traffic Safety Avoid Program Grant in an amount not to exceed \$150,000 for the period October 1, 2015 through September 30, 2016. (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. 35** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute contracts with Interactive Resources, Inc., Noll & Tam Architects, and Robinson Mills + Williams, each in an amount not to exceed \$500,000, to provide as-needed architectural services for various facilities projects for the period October 13, 2015 through October 13, 2018, with a one-year extension option, Countywide. (100% Various Funds)
- C. 36** APPROVE and AUTHORIZE the Health Services Director, or his designee, to execute a contract amendment with Public Health Foundation Enterprises, Inc., effective July 1, 2015, to increase the amount payable to County by \$16,835 to a new total of \$39,301, to continue supporting the Emerging Infections Program - Retail Foods Project with no change in the original term of January 1, 2015 through July 31, 2015. (No County match)
- C. 37** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Cintas Corporation No. 2 (dba Cintas Fire Protection) in an amount not to exceed \$400,000 to maintain and certify fire sprinkler systems at all County facilities, for the period June 1, 2015 through May 31, 2018, Countywide. (100% General Fund)
- C. 38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Urmila Bajpai-Pillai, M.D., in an amount not to exceed \$810,000 to provide rheumatology care at Contra Costa Regional Medical and Health Centers, for the period November 1, 2015 through October 31, 2018. (100% Hospital Enterprise Fund I)
- C. 39** APPROVE and AUTHORIZE the County Librarian, or designee, to execute a software and services agreement with Quipu Group, LLC, in an amount not to exceed \$85,000, to develop STEAMbank, an online learning enrichment tool to increase student academic success in STEAM (science, technology, engineering, arts, and mathematics), for the period July 1, 2015 through June 30, 2016. (100% California State Library - Library Services and Technology Act Grant)

- C. 40** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with The Watershed Project in the amount of \$250,000 to provide on-call technical assistance and support to meet Contra Costa County's obligations under the California Regional Water Quality Control Board Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit, for the period September 18, 2015 through September 17, 2018, Countywide. (100% Stormwater Utility Assessment Revenue Funds)
- C. 41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Stanford Health Care, including mutual indemnification, in an amount not to exceed \$15,000 to provide outside clinical laboratory services for Contra Costa Regional Medical and Health Centers, for the period July 1, 2015 through June 30, 2016. (100% Hospital Enterprise Fund I)
- C. 42** APPROVE clarification of Board action of June 9, 2015 (C.121), which authorized a contract amendment with Contra Costa ARC, to reflect correct contract term of July 1, 2014 through June 30, 2015, with a term extension from June 30, 2015 to June 30, 2016. (42% Packard and Kaiser Grants, 53% Federal and State CCS funds and 5% County Funds)
- C. 43** APPROVE and AUTHORIZE payments to Advanced Medical Personnel Services, Inc., in the amount of \$14,908, and Dennis McBride, M.D., in the amount of \$10,120, for services requested and provided in excess of contract limits during the period June through August 2015, as recommended by the Health Services Director. (100% Hospital Enterprise Fund I)
- C. 44** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an Interagency Agreement with the Moraga-Orinda Fire District, including mutual indemnification, in an amount not to exceed \$92,748 to provide pre-hospital emergency medical paramedic first responder services and emergency ambulance services for the period October 1, 2015 through September 30, 2016. (100% Measure H)

### **Other Actions**

- C. 45** ACCEPT plan from Employment and Human Services Department regarding the 2015-2016 Planning Calendar for Community Services Bureau for Head Start and Community Action programs, as recommended by the Employment and Human Services Director.
- C. 46** DECLARE as surplus and AUTHORIZE the Purchasing Agent to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact)

- C. 47** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to renew Cardroom License Number 6, known as "California Grand Casino", currently located at 5988 Pacheco Blvd, Pacheco area, for the period November 26, 2015 through November 25, 2016, as recommended by the Sheriff-Coroner. (Lamar V. Wilkinson, Owner)
- C. 48** APPROVE and AUTHORIZE the Department of Conservation and Development to establish and fill the position of County Sustainability Coordinator, as recommended by the Board's Ad Hoc Committee on Sustainability. (Budgeted/ 100% General Fund) (Consider with C.24)

### **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 96 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](http://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	December 14, 2015	10:30 a.m.	See above
Family & Human Services Committee	November 9, 2015	10:30 a.m.	See above

Finance Committee	November 2, 2015	10:30 a.m.	See above
Hiring Outreach Oversight Committee	November 5, 2015 <b>CANCELED</b>	1:00 p.m.	See above
Internal Operations Committee	November 9, 2015	2:30 p.m.	See above
Legislation Committee	November 5, 2015	10:30 a.m.	See above
Public Protection Committee	November 9, 2015	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	November 2, 2015	1:00 p.m.	See above

**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 (CCCYPD)** 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  
**ECCYPD** 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: Julia R. Bueren, Public Works Director/Chief Engineer

Date: October 13, 2015

Subject: Prohibit commercial vehicles exceeding a max. gross weight of 14,000 pounds at all times on Holway Drive (Road No. 8845A), Byron area. (District III)

**RECOMMENDATION(S):**

A. OPEN the public hearing on Ordinance No. 2015-17 (uncodified), receive testimony, and CLOSE the public hearing.

B. FIND that the segment of Holway Drive between Camino Diablo and Byron Highway cannot support commercial vehicles with a gross weight of more than 14,000 pounds.

C. ADOPT the attached Ordinance No. 2015-17 (uncodified), which prohibits at all times commercial vehicles with a gross weight of more than 14,000 pounds from traveling on Holway Drive, between its intersection with Camino Diablo, and its intersection with Byron Highway.

D. DIRECT the Clerk of the Board of Supervisors to publish the ordinance in the Contra Costa Times within 15 days after its adoption, with the names of the Supervisors voting for and against it.

E. DIRECT the Public Works Director, or designee, to post appropriate signs at the above-specified intersections of Holway Drive to provide notice of the restriction imposed by the ordinance. This ordinance will not be enforced until those signs are first posted.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Monish Sen (925)  
313-2187

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

By: , Deputy

cc:

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

After receiving several complaints of unsafe conditions and traffic hazards, the Public Works Department Transportation Engineering Division staff, as supported by the Byron Municipal Advisory Council and County Supervisor Piepho's Office, conducted an engineering analysis of Holway Drive between Camino Diablo and Byron Highway. The purpose of the analysis was to determine whether the roadway is able to support commercial vehicles with a gross weight of more than 14,000 pounds. Staff prepared the "Holway Drive Truck Restriction Study" (the "Engineer's Report") to document the results of the analysis. A copy of the Engineer's Report is attached hereto as Attachment A and incorporated herein by reference.

As more particularly described in the Engineer's Report, Transportation Engineering staff has determined that, based on accepted engineering standards, the above-described section of Holway Drive cannot support commercial vehicles with a gross weight of more than 14,000 pounds. Trucks off-tracking the paved roadway surface damage the shoulders and create dangerous depressions that make it difficult for vehicles to return to the paved roadway. Truck off-tracking may also result in encroaching onto the opposite direction of travel, leading to broadside or head-on collisions. Commercial vehicles weighing more than 14,000 pounds cannot travel on Holway Drive without creating a traffic hazard for other vehicles, bicyclists, pedestrians, and persons that are simultaneously traveling on the roadway.

In order to prohibit at all times commercial vehicles with a gross weight of more than 14,000 pounds from using Holway Drive, the Public Works Department recommends that the Board of Supervisors adopt the ordinance attached hereto as Attachment B.

**CONSEQUENCE OF NEGATIVE ACTION:**

Commercial vehicles with a gross weight of more than 14,000 pounds will continue to use the above-described segment of Holway Drive, which cannot support those vehicles.

**ATTACHMENTS**

Attachment A

Attachment B

# HOLWAY DRIVE TRUCK RESTRICTION STUDY

**SUBJECT: Weight restriction for Holway Drive between Camino Diablo and Byron Highway, based on roadway geometries and collision history.**

## BACKGROUND

The Contra Costa County Public Works Department has received numerous complaints from local residents about trucks encroaching upon opposing traffic and straying off the pavement, which has prompted the County Traffic Engineer to investigate the geometric roadway conditions. This study analyzes if trucks are able to safely maneuver turns at intersections, and to check mid-block roadway dimensions for conformance with accepted roadway design criteria. Collision history is included for informational purposes.

### **Holway Drive - Road No. 8845A**

Holway Drive in the Byron/Brentwood area extends southerly from the intersection of Byron Highway (Junction 4) to Camino Diablo, a distance of 0.26 miles. This road is a rural arterial with an average daily traffic volume of 4401 vehicles per day. The average daily traffic volumes on Holway Drive were taken between Byron Highway and Camino Diablo on February 5, 2013 at approximately 200 feet south of Main Street. Tractor trailers comprise approximately 2.3 percent of the total daily traffic on Holway Drive. Holway Drive is a two-lane road that generally varies between 32 and 50 ft in width and is flat and straight from Camino Diablo to Byron Highway.

## TRUCK TURNING AT INTERSECTIONS

The intersection studied is Holway Drive at Camino Diablo. The investigation began by obtaining aerial photos of the subject intersection. A Caltrans-approved truck turning template for California Legal Trucks, which delineates the tracking wheel path of a truck, was superimposed on the aerial photo to determine the ability of the intersections to accommodate the various truck turning movements.

**Results: Camino Diablo at Holway Drive:** In its present condition, this intersection is unable to accommodate truck turning movements without encroaching upon the right of way of opposing vehicles, or without off-tracking onto unpaved shoulders. Unpaved shoulders do not have the structural capacity to withstand off-tracking by heavy vehicles, which results in rutting and depressing of the shoulders. Off-tracking by heavy vehicles may over time result in damage to the cross-culvert drainage inlets and outlets that cross the roadway.

California Legal Truck Turning Templates superimposed on aerial photos are included in the Appendix.



## **EXISTING MID-BLOCK ROADWAY DESIGN**

This investigation documented an inventory of existing lane widths, shoulder conditions, and average daily traffic (ADT) volumes for Holway Drive between Camino Diablo and Byron Highway to determine if they meet the minimum County roadway design criteria provided under County Standard Plan CA53i.

**Results:** Holway Drive is generally a two-lane roadway with a paved width of 32 to 50 feet, paved shoulders, and ADT volume of 4401 vehicles per day. The 12-foot wide lanes, combined with 4-foot paved shoulders and 4-foot shoulder backing meets or exceeds the minimum County roadway design criteria provided under County Standard Plan CA53i.

## **COLLISION HISTORY**

From 2009 to present, there were three recorded collisions at the intersection of Holway Drive at Camino Diablo. Two of the collisions were for failure to stop at the stop sign on Holway Drive and a Driving Under the Influence (DUI) violation, which resulted in five injuries. There were two midblock collisions between Holway Drive and Byron Highway that involved speeding and an encroachment onto oncoming traffic (crossing over the double yellow line). No injuries were recorded for the midblock collisions.

## **RECOMMENDATION**

Holway Drive is unable to accommodate truck turning movements without encroaching onto opposing traffic or damaging unpaved shoulders and existing facilities within the roadway right of way. This findings, as supported by California Vehicle Code Section 35717 (included in Appendix), are the basis for recommending restriction of trucks exceeding a maximum gross weight of 14,000 pounds (7 tons) on Holway Drive from Camino Diablo to Byron Highway.



## **APPENDIX**

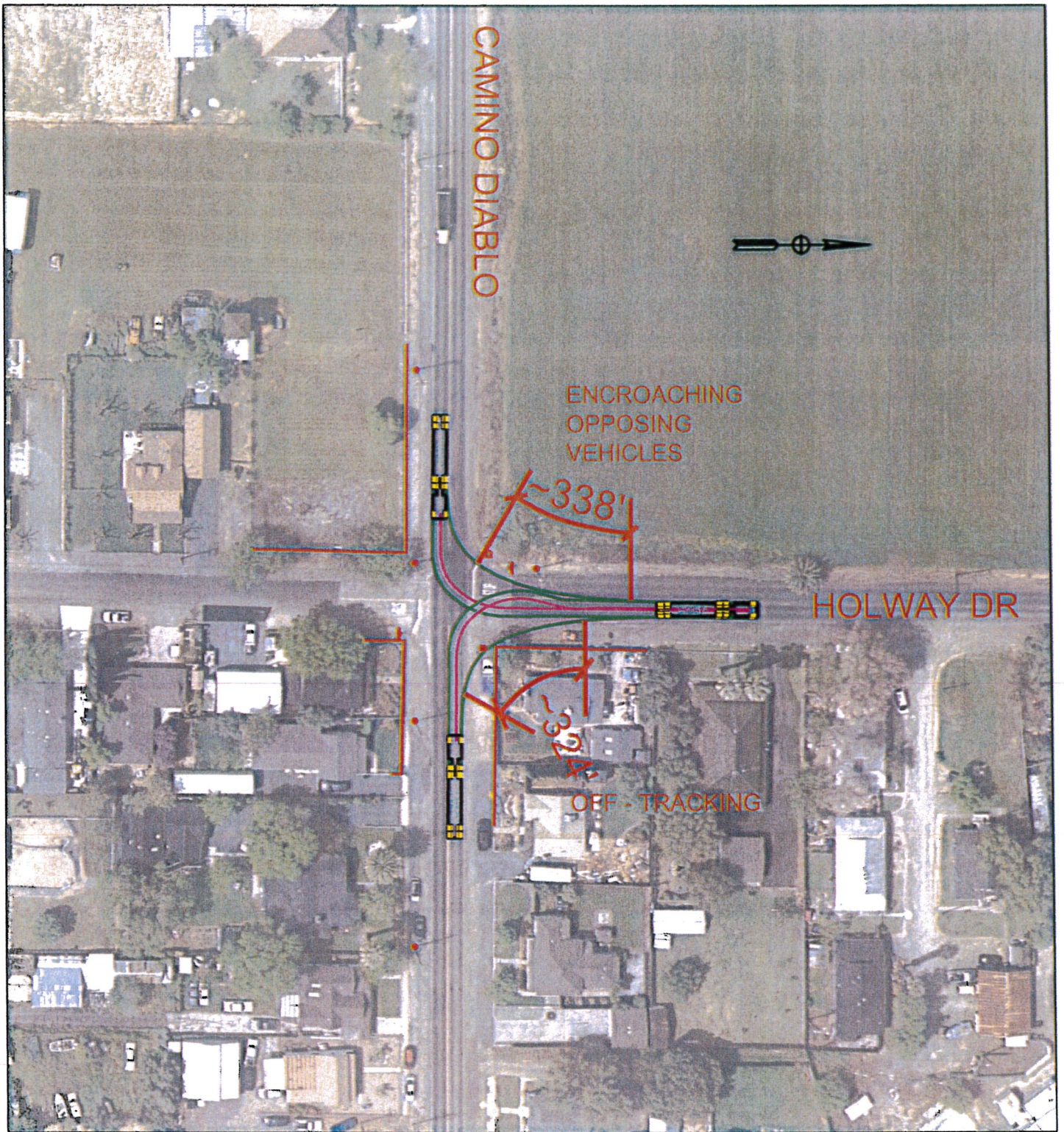
Exhibits: California Legal Truck Turning Template Superimposed on Aerial Photos

Collision Report Database – 2009 to Present

Contra Costa County Public Works Department Standard Plan CA53i

California Vehicle Code Section 35717





TURNING MOVEMENTS FROM CAMINO DIABLO  
ONTO HOLWAY DRIVE





TURNING MOVEMENTS FROM HOLWAY DRIVE  
ONTO CAMINO DIABLO

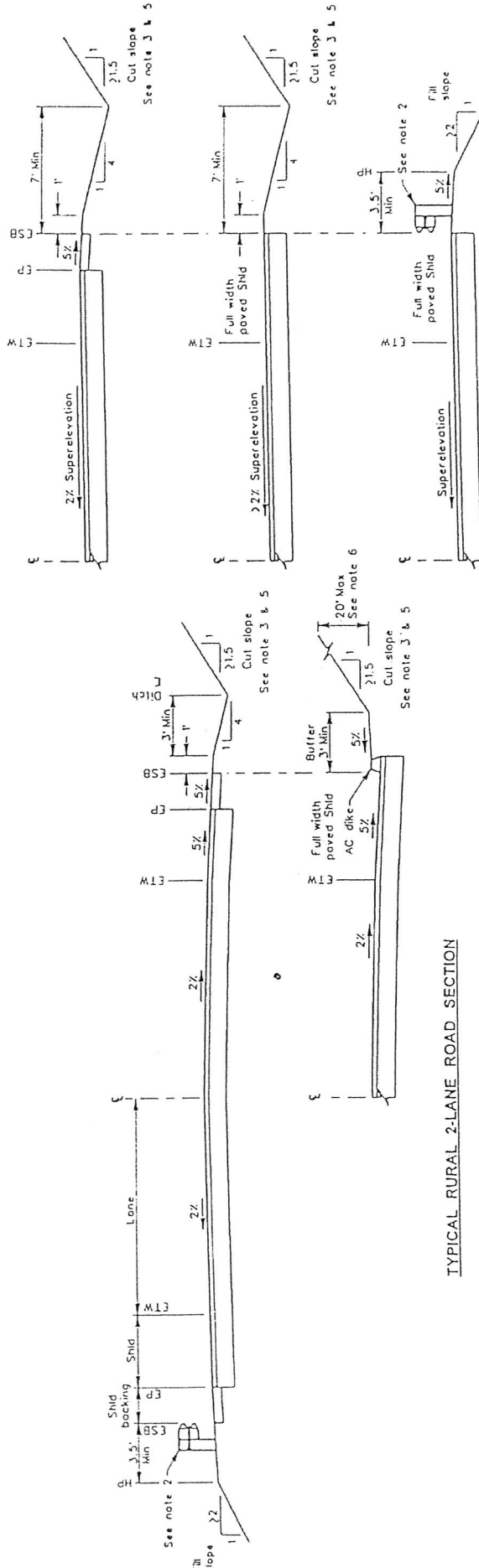


[illegible]

Report #	Date	Time	Primary Road	Location	Dir.	Secondary Road	V.C. #	P.C.F.	Special Conditions	TYPE OF COLLISION	Dark	Dusk	Hit & Run	Solo	O.A.F.	2nd O.A.F.
8-242	08/30/12	1015	Holland Tract Rd	1.6 mile	E	Tranquility Bay Rd	22107	Unsafe Turning Movement								
1-258	01/31/09	0011	Holway Dr	400'	S	Byron Hwy	21460(A)	Crossing over Double Yellow			X				23123.5	
9-136	09/21/12	1624	Holway Dr	20'	W	Byron Hwy	22350	Unsafe Speed								
8-046	08/06/14	0515	Holway Dr		@	Camino Diablo	21802(A)	Fail To Stop at STOP sign		BROAD SIDE	X					
10-109	10/15/11	2148	Holway Dr		@	Camino Diablo	23152(A)	DUI			X				22450	
1-107	01/14/12	0615	Holway Dr		@	Camino Diablo	22450(A)	stop at required stop signs			X					
10-005	10/01/14	0840	Huston Rd	1'	N	Denise Ln	22107	Unsafe Turning Movement	County Property	HIT SIGN/CURB/CARS					22350	

TWO LANE RURAL SHOULDER/LANE WIDTHS

ADT < 250	< 400	< 1000	< 3000	< 6000	> 6000
MINIMUM (Shld. backing/Shld./Lane)	1.5' / 0' / 11"	2' / 1' / 11"	2' / 2' / 12"	3' / 4' / 12"	3' / 5' / 12"
DESIRABLE * (Shld. backing*/Shld./Lane)	0' / 1' / 11"	2' / 1' / 11"	2' / 5' / 12"	2' / 6' / 12"	0' / 8' / 12"



TYPICAL RURAL 2-LANE ROAD  
SUPERELEVATED SECTION

4. Use desirable if it does not significantly increase ft/w or
7. Design ADT shall be approved by the Public Works Department.

## NOTES:

1. These guidelines do not override County Ordinance Code requirements for development projects.
2. Guardrail may be required, depending on embankment height and slope. (See Colltrons Guidelines)
3. Distance to cut slope from ETW may be increased for sight distance in curves. (See Colltrons Design Manual)
4. Use desirable if it does not significantly increase R/W or construction costs, especially where there is high percentage of trucks.
5. A wider swale and/or buffer between toe of slope and roadway should be considered where there is potential rock fall, the slope is highly erosive or there is significant longitudinal surface flows.
6. If cut slope is  $\geq 20^\circ$  to bench or top of cut, buffer width shall be increased.

COUNTY OF CONTRA COSTA  
PUBLIC WORKS DEPARTMENT

# TWO LANE RURAL ROAD GUIDELINES

[illegible]

**VEHICLE CODE - VEH**

**DIVISION 15. SIZE, WEIGHT, AND LOAD [35000 - 35796]** (*Division 15 enacted by Stats. 1959, Ch. 3.*)

**CHAPTER 5. Weight [35550 - 35796]** (*Chapter 5 enacted by Stats. 1959, Ch. 3.*)

**ARTICLE 4. Local Authorities [35700 - 35722]** (*Article 4 enacted by Stats. 1959, Ch. 3.*)

<sup>35717</sup>. Notwithstanding any provision to the contrary, any county may by ordinance prohibit the use of any street, road or highway by any commercial vehicle exceeding a maximum gross weight of 14,000 pounds if, by accepted engineering standards, the street, road or highway cannot support such vehicle.

(*Added by Stats. 1959, Ch. 1732.*)

**ORDINANCE NO. 2015-17**

**(Uncodified)**

**ORDINANCE TO PROHIBIT COMMERCIAL VEHICLES WITH GROSS WEIGHT  
EXCEEDING 14,000 POUNDS ON HOLWAY DRIVE BETWEEN  
CAMINO DIABLO AND BYRON HIGHWAY**

The Contra Costa County Board of Supervisors ordains as follows:

**Section 1. Purpose.** The purpose of this ordinance is to prohibit commercial vehicles with a gross weight exceeding 14,000 pounds from traveling on Holway Drive, between its intersection with Camino Diablo and its intersection with Byron Highway, in the Byron area of eastern Contra Costa County, because that section of roadway cannot support those commercial vehicles. This ordinance is adopted pursuant to Vehicle Code section 35717 and County Ordinance Code sections 46-2.002 and 46-2.012.

**Section 2. Traffic Ordinance.** Subject only to the limitations in Vehicle Code section 35720, commercial vehicles exceeding a maximum gross weight of 14,000 pounds are prohibited at all times on Holway Drive (Road No. 8845A), between its intersection with Camino Diablo (Road No. 7941) and its intersection with Byron Highway (Road No. 9621), in the Byron area of eastern Contra Costa County.

**Section 3. Effective Date.** This ordinance shall be effective 30 days after passage. Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the Contra Costa Times, a newspaper published in this County.

PASSED ON \_\_\_\_\_, 2015, 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]



Contra  
Costa  
County

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: October 13, 2015

Subject: Prohibit commercial vehicles exceeding a max. gross weight of 14,000 pounds at all times on Camino Diablo (Road No. 7941), Byron area. (District III)

**RECOMMENDATION(S):**

A. OPEN the public hearing on Ordinance No. 2015-18 (uncodified), receive testimony, and CLOSE the public hearing.

B. FIND that the segment of Camino Diablo between Marsh Creek Road and Byron Highway cannot support commercial vehicles with a gross weight of more than 14,000 pounds.

C. ADOPT the attached Ordinance No. 2015-18 (uncodified), which prohibits at all times commercial vehicles with a gross weight of more than 14,000 pounds from traveling on Camino Diablo, between its intersection with Marsh Creek Road, and its intersection with Byron Highway.

D. DIRECT the Clerk of the Board of Supervisors to publish the ordinance in the Contra Costa Times within 15 days after its adoption, with the names of the Supervisors voting for and against it.

E. DIRECT the Public Works Director, or designee, to post appropriate signs at the above-specified intersections of Camino Diablo to provide notice of the restriction imposed by the ordinance. This ordinance will not be enforced until those signs are first posted.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Monish Sen (925)  
313-2187

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

By: , Deputy

cc:



**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

After receiving several complaints of unsafe conditions and traffic hazards, the Public Works Department Transportation Engineering Division staff, as supported by the Byron Municipal Advisory Council and County Supervisor Piepho's Office, conducted an engineering analysis of Camino Diablo between Marsh Creek Road and Byron Highway. The purpose of the analysis was to determine whether the roadway is able to support commercial vehicles with a gross weight of more than 14,000 pounds. Staff prepared the "Camino Diablo Truck Restriction Study" (the "Engineer's Report") to document the results of the analysis. A copy of the Engineer's Report is attached hereto as Attachment A and incorporated herein by reference.

As more particularly described in the Engineer's Report, Transportation Engineering staff has determined that, based on accepted engineering standards, the above-described section of Camino Diablo cannot support commercial vehicles with a gross weight of more than 14,000 pounds. Trucks off-tracking the paved roadway surface damage the shoulders and create dangerous depressions that make it difficult for vehicles to return to the paved roadway. Truck off-tracking may also result in encroaching onto the opposite direction of travel, leading to broadside or head-on collisions. Commercial vehicles weighing more than 14,000 pounds cannot travel on Camino Diablo without creating a traffic hazard for other vehicles, bicyclists, pedestrians, and persons that are simultaneously traveling on the roadway.

In order to prohibit at all times commercial vehicles with a gross weight of more than 14,000 pounds from using Camino Diablo, the Public Works Department recommends that the Board of Supervisors adopt the ordinance attached hereto as Attachment B.

**CONSEQUENCE OF NEGATIVE ACTION:**

Commercial vehicles with a gross weight of more than 14,000 pounds will continue to use the above-described segment of Camino Diablo, which cannot support those vehicles.

**ATTACHMENTS**

Attachment A

Attachment B

# **CAMINO DIABLO TRUCK RESTRICTION STUDY**

**SUBJECT: Weight restriction for Camino Diablo between Marsh Creek Road and Byron Highway, based on roadway geometries and collision history.**

## **BACKGROUND**

Prior to the construction of the State Route 4 Bypass (SR4 Bypass), trucks travelled to and from Byron Highway in East Contra Costa County via SR4 (Main Street in Oakley and Brentwood Boulevard in Brentwood), passing through the cities of Oakley and Brentwood. The SR4 Bypass was constructed, in part, to provide an alternative route designed to remove large trucks from city roadways. In May of 2011, the Contra Costa County Public Works Department and State of California Department of Transportation (Caltrans) entered into a cooperative agreement for the right-of-way transfer of the SR4 Bypass from the County road system to Caltrans, along with the transfer of a portion of Marsh Creek Road from the County road system to Caltrans. In January 2012, the initial truck weight restriction imposed on the SR4 Bypass was lifted and afforded truckers a seamless truck route from SR4 to Marsh Creek Road to Byron Highway.

However, many trucks traveling in the southbound direction on SR4 en route to Byron Highway are continuing southbound onto Vasco Road, then turning left onto Camino Diablo as a shortcut to Byron Highway. Also, trucks traveling eastbound on Marsh Creek Road are proceeding eastbound onto Camino Diablo that leads to Byron Highway. Camino Diablo is currently being used as a bypass to the SR4 connection to Byron Highway. Aerials showing the shortcut routes are included in the Appendix.

A recent spike in truck traffic on Camino Diablo has resulted in numerous complaints from local residents. A common complaint is that trucks are encroaching upon opposing traffic and straying off the pavement, which has prompted the County Traffic Engineer to investigate the geometric roadway conditions. This study analyzes if trucks are able to safely maneuver turns at intersections, and to check mid-block roadway dimensions for conformance with accepted roadway design criteria. Collision history is included to provide a "before and after" comparison of collisions rates involving trucks using Camino Diablo as a bypass to Byron Highway.

## **CAMINO DIABLO - Road No. 7941**

Camino Diablo in the Byron/Brentwood area extends easterly from the intersection of Marsh Creek Road on the west, to the intersection of Byron Highway (Junction 4) on the east, a distance of 5.27 miles. This road is a rural arterial with an average daily traffic volume that varies between 1,483 and 9,189 vehicles per day, depending on the segment of roadway. The aforementioned average daily traffic volumes on Camino Diablo were taken between Marsh Creek Road and Vasco Road (Segment 1), and Vasco Road and Byron Highway (Segment 2), respectively.

Camino Diablo is a two-lane road that generally varies between 20 and 26 ft in width. The road extends through rural hillside pastureland from Marsh Creek Road to the Los Vaqueros Dam entrance at Walnut Boulevard. Camino Diablo continues over small hills with vertical and horizontal grades through rural ranches and a sand quarry near the intersection of Vasco Road. Camino Diablo is relatively flat and straight from Vasco Road to Byron Highway.

Camino Diablo has generally unimproved shoulders with roadside swales and ditches. There are numerous segments of no passing zones. Right edge lines are used to delineate the road in foggy or dark conditions. Large farm vehicles, trucks, RVs, camping trailers, and recreational users with boats frequently use the road.

Posted speed limits on Camino Diablo are as follows:

A. 50 mph beginning at the intersection of Marsh Creek Road and extending easterly to a point 0.25 miles west of Holway Drive; and

B. 35 mph beginning at a point 0.25 miles west of Holway Drive and extending easterly to the intersection of Byron Highway

## **TRUCK TURNING AT INTERSECTIONS**

The intersections studied are Camino Diablo at Marsh Creek Road, Walnut Boulevard, and Holway Drive. The investigation began by obtaining aerial photos of the subject intersections. A Caltrans-approved truck turning template for California Legal Trucks, which delineates the tracking wheel path of a truck, was superimposed on the aerial photos to determine the ability of the intersections to accommodate the various truck turning movements.

**Results:**     **Camino Diablo at Marsh Creek Road:** In its present condition, this intersection is unable to accommodate truck turning movements without encroaching upon the right of way of opposing vehicles. Trucks traveling westbound from Camino Diablo to eastbound Marsh Creek Road are off-tracking onto the unpaved shoulders. Unpaved shoulders do not have the structural capacity to withstand off-tracking by heavy vehicles, which results in rutting and depressing of the shoulders.

**Camino Diablo at Walnut Boulevard:** In its present condition, this intersection is unable to accommodate truck turning movements without encroaching upon the right of way of opposing vehicles, or without off-tracking onto unpaved shoulders. Unpaved shoulders do not have the structural capacity to withstand off-tracking by heavy vehicles, which results in rutting and depressing of the shoulders. Off-tracking by heavy vehicles may over time result in damage to the cross-culvert drainage inlets and outlets that cross the roadway.

**Camino Diablo at Holway Drive:** In its present condition, this intersection is unable to accommodate truck turning movements without encroaching upon the right of way of opposing vehicles, or without off-tracking onto unpaved shoulders. Unpaved shoulders do not have the structural capacity to withstand off-tracking by heavy vehicles, which results in rutting and depressing of the shoulders. Off-tracking by heavy vehicles may over time result in damage to the cross-culvert drainage inlets and outlets that cross the roadway.

California Legal Truck Turning Templates superimposed on aerial photos are included in the Appendix.

## **EXISTING MID-BLOCK ROADWAY DESIGN**

This investigation documented an inventory of existing lane widths, shoulder conditions, posted speed limits, and average daily traffic (ADT) volumes for Camino Diablo between Marsh Creek Road and Byron Highway to determine if they meet the minimum County roadway design criteria provided under County Standard Plan CA53i.

**Results:** Camino Diablo, over the limits of this study, is generally a two-lane roadway with a paved width of 20 to 26 feet, unpaved shoulders, posted speed limits of 35 to 50 miles per hour, and ADT volumes that varies between 1,483 and 9,189 vehicles per day. The 10-foot to 13-foot wide lanes, combined with unpaved shoulders, do not provide for sufficient recovery zones for large vehicles that drift off the paved roadway or encroach onto the opposing traffic lane.

## **COLLISION HISTORY**

In January 2012, the SR4 Bypass provided a seamless truck route from SR4 to Marsh Creek Road to Byron Highway. For comparison purposes, collision rates for Camino Diablo were analyzed for periods before and after January 2012 to check if increased truck traffic has resulted in increased collision rates along Camino Diablo. Camino Diablo is divided into two segments due to the vast difference in average daily traffic volume within each segment. Camino Diablo Segment 1 is from Marsh Creek Road to Vasco Road and carries an average daily traffic volume of 1,483 vehicles per day. Camino Diablo Segment 2 is from Vasco Road to Byron Highway and carries an average daily traffic volume of 9,189 vehicles per day. The Contra Costa County Collision Report Database derived from the California Highway Patrol's State-wide Integrated Traffic Reporting System (SWITRS) was used to segregate collisions along the two segments of Camino Diablo. The database includes collision histories from 2009 through April 2015 on both segments of Camino Diablo and is included in the appendix.

**Results:** **Pre-January 2012, Segment 1:** From 2009 through December 2011, there were a total of eight reported collisions in the 36-month period for a collision rate of 0.22 collisions per month. A large truck was involved in one of the eight reported collisions, or 12.5% of the total collisions;

**Post-January 2012, Segment 1:** From January 2012 through May 2015, there were a total of eight reported collisions in the 41-month period for a collision rate of 0.20 collisions per month. A large truck was involved in one of the eight reported collisions, or 12.5% of the total collisions;

**Pre-January 2012, Segment 2:** From 2009 through December 2011, there were a total of 12 reported collisions in the 36-month period for a collision rate of 0.33 collisions per month. A large truck was involved in two of the 12 reported collisions, or 16.7% of the total collisions;

**Post-January 2012, Segment 2:** From January 2012 through April 2015, there were a total of 21 reported collisions in the 41-month period for a collision rate of 0.51 collisions per month. A large truck was involved in five of the 21 reported collisions, or 23.8% of the total collisions.

**Pre- and Post 2012 Collision Rate and Truck-Involved Rate Change by Segment:**

**Segment 1:** The collision rate declined moderately from 0.22 to 0.20 collisions per Month, a collision rate decrease of 9.9 percent. The truck-involved collision rate did not change.

**Segment 2:** The collision rate increased from 0.33 to 0.51 collisions per month, a collision rate increase of 53.8 percent. The truck-involved collision rate increased from 16.7% to 23.8%, a collision rate increase of 42.5%.

**RECOMMENDATION**

Camino Diablo is unable to support truck turning movements without encroaching onto opposing traffic or damaging unpaved shoulders and existing facilities within the roadway right of way. The mid-block paved roadway is narrow and does not meet current design standards while providing no shoulder for sufficient recovery area for large trucks.

Since the opening of the SR4 Bypass, the collision rate and the percent of trucks involved in the reported collisions have increased substantially, 53.8 percent and 42.5 percent, respectively, on Segment 2 of Camino Diablo.

These findings, as supported by California Vehicle Code Section 35717 (included in Appendix), are the basis for recommending restriction of trucks exceeding a maximum gross weight of 14,000 pounds (7 tons) on Camino Diablo from Marsh Creek Road to Byron Highway.

## **APPENDIX**

Shortcut Routes to Byron Highway

Exhibits: California Legal Truck Turning Templates Superimposed on Aerial Photos

Crossroads Traffic Collision Database – Collision Rate Comparison Tables

Contra Costa County Public Works Department Standard Plan CA53i

California Vehicle Code Section 35717



# SHORTCUT ROUTES TO BYRON HIGHWAY

- Marsh Creek Road at Camino Diablo to Byron Highway via Camino Diablo
- SR4 Bypass to Byron Highway via Vasco Road to Camino Diablo

Legend Balfour Rd

Camino Diablo

SR4 Bypass AT Marsh Creek Rd

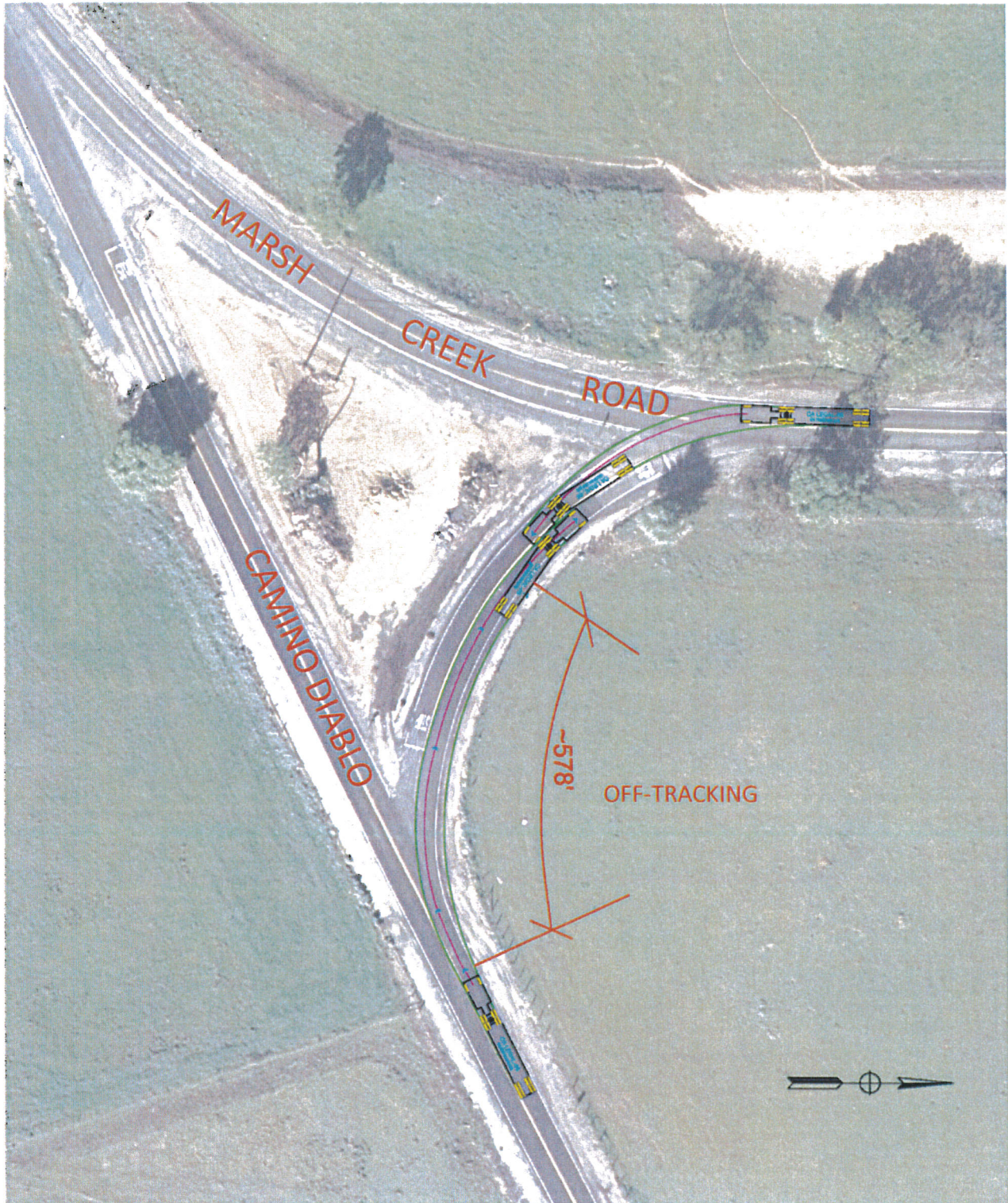
MARSH CREEK ROAD

CAMINO DIABLO AT  
MARSH CREEK ROAD

→ → SHORTCUT

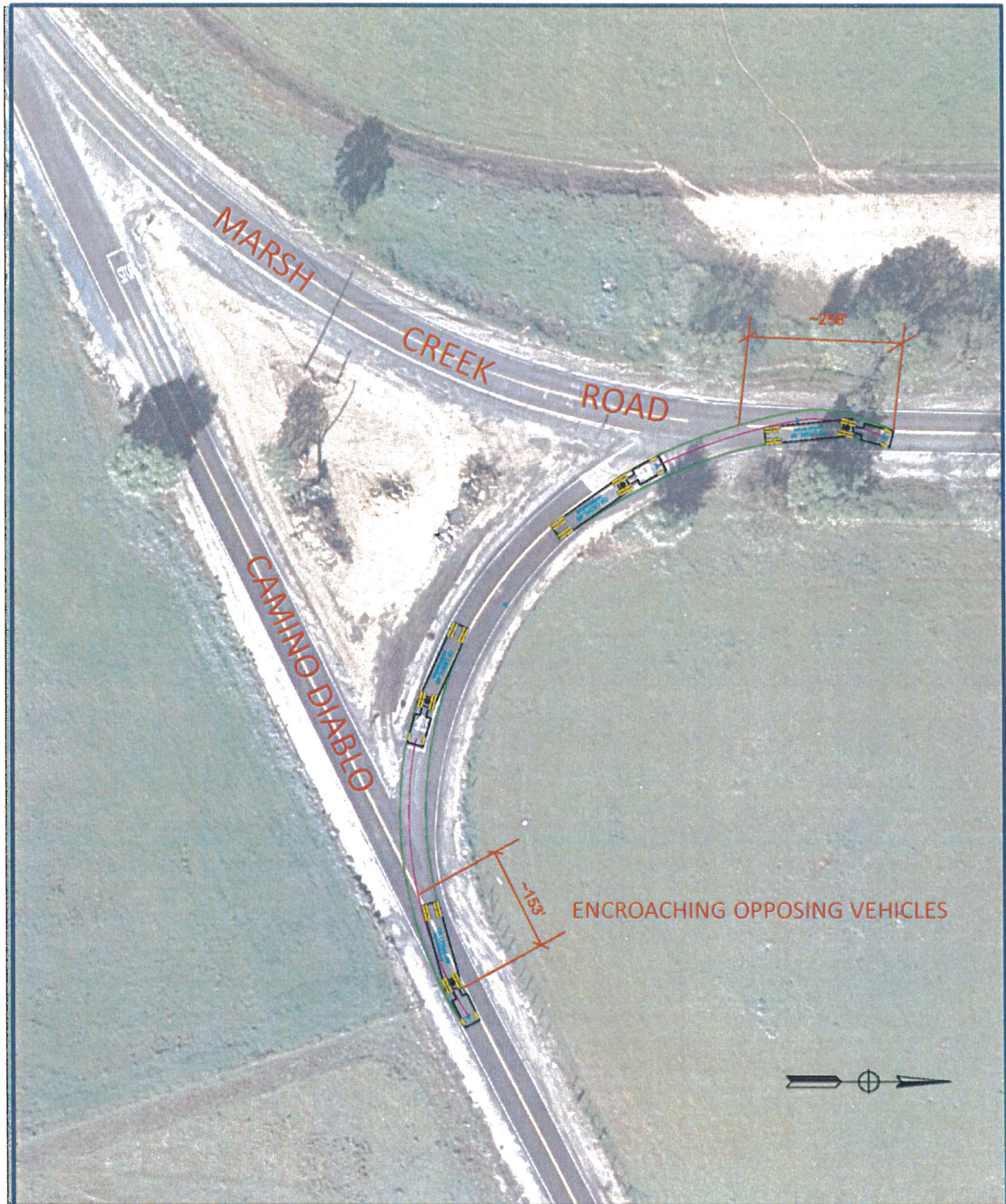
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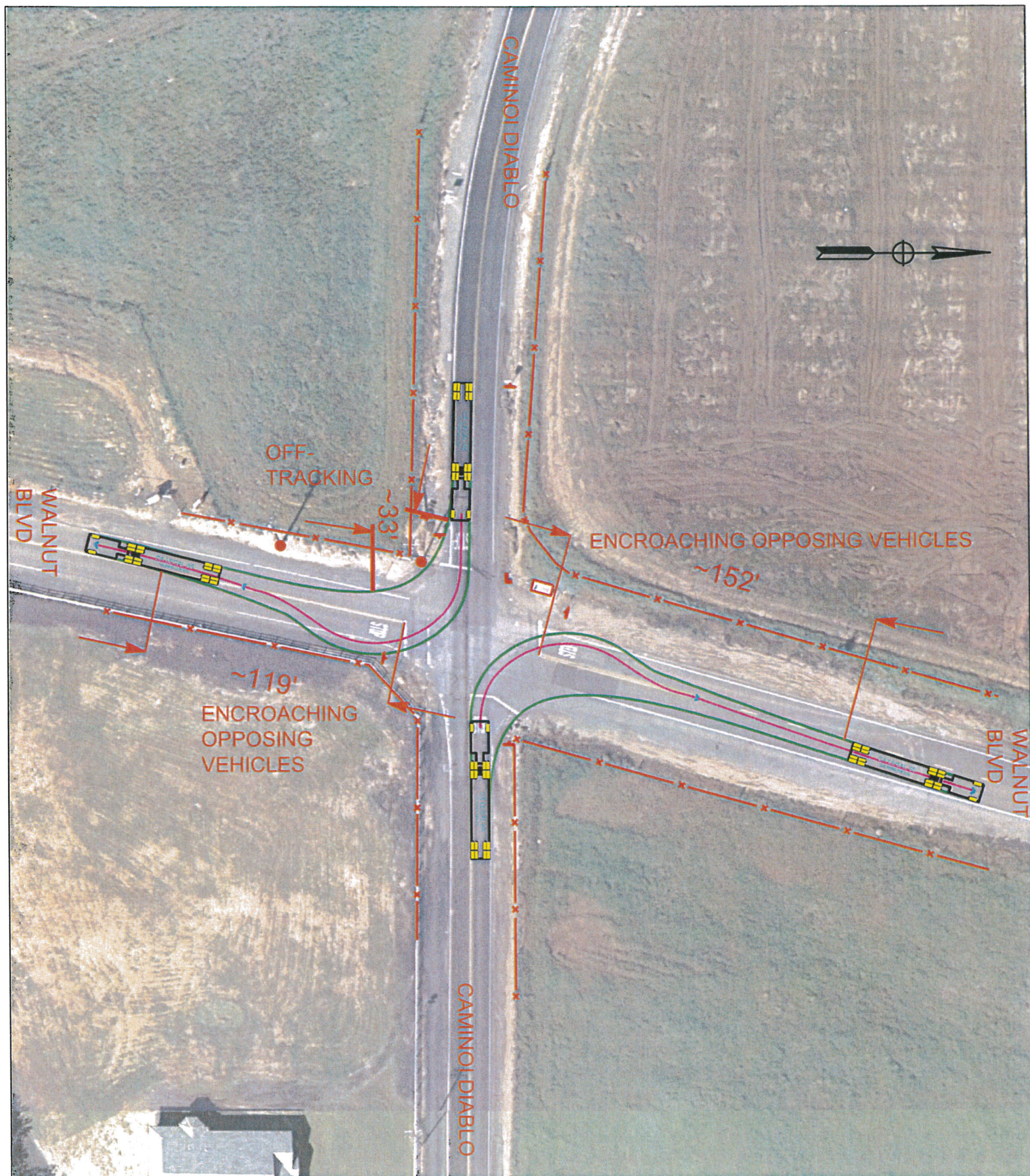
TURNING MOVEMENTS AT THE INTERSECTION OF  
MARSH CREEK ROAD AND CAMINO DIABLO





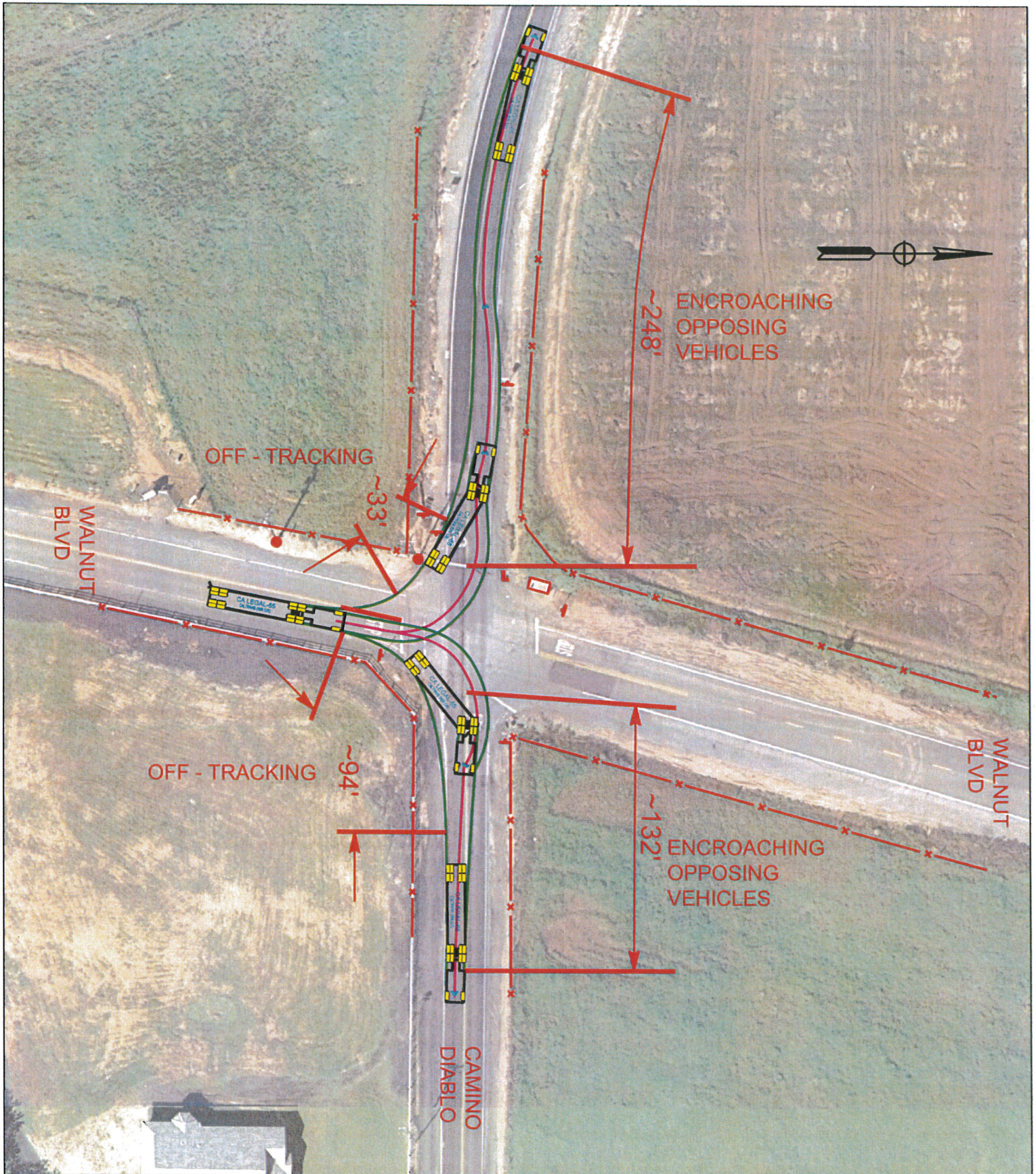
TURNING MOVEMENTS AT THE INTERSECTION OF  
MARSH CREEK ROAD AND CAMINO DIABLO





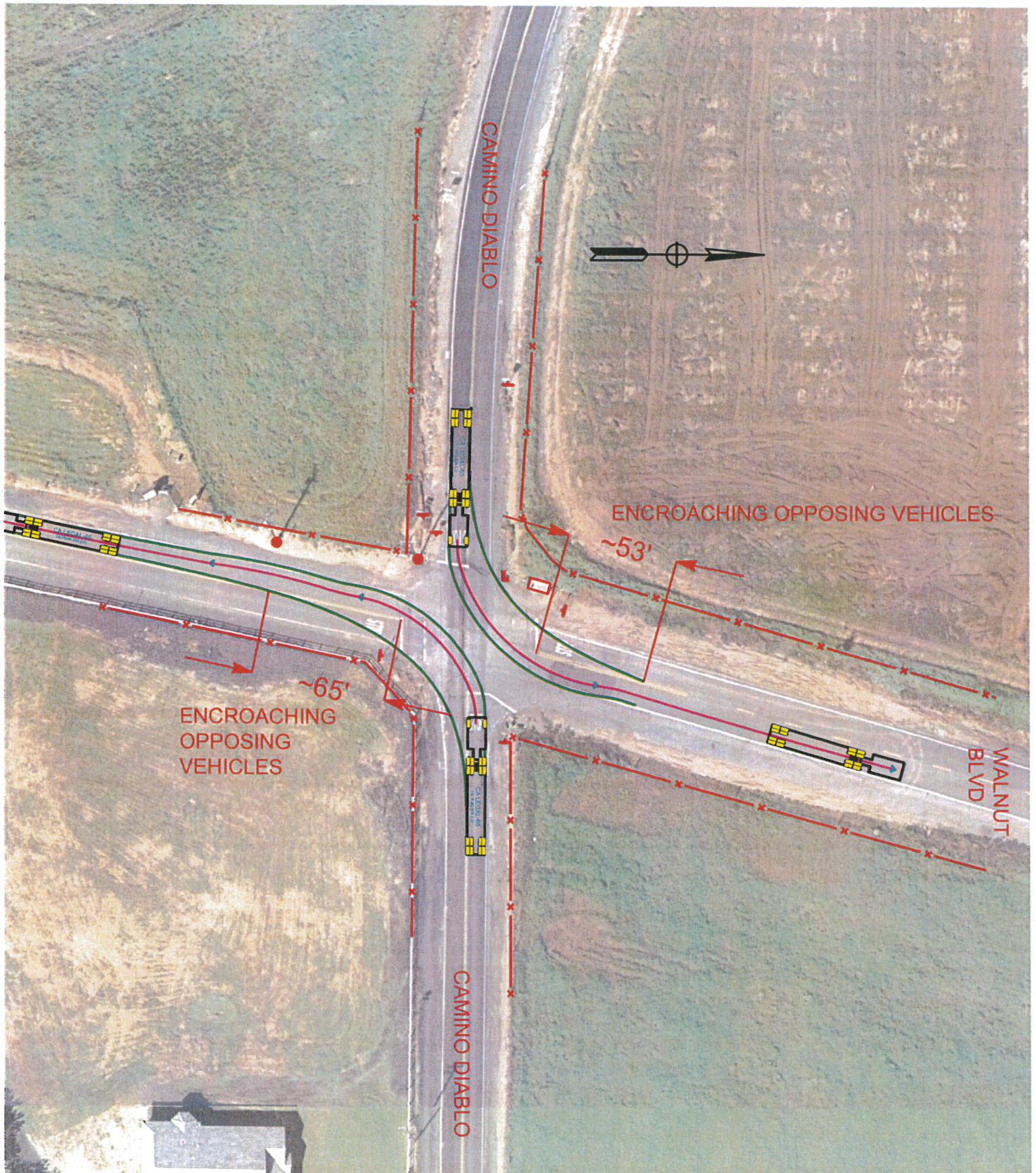
TURNING MOVEMENTS FROM CAMINO DIABLO  
ONTO WALNUT BLVD





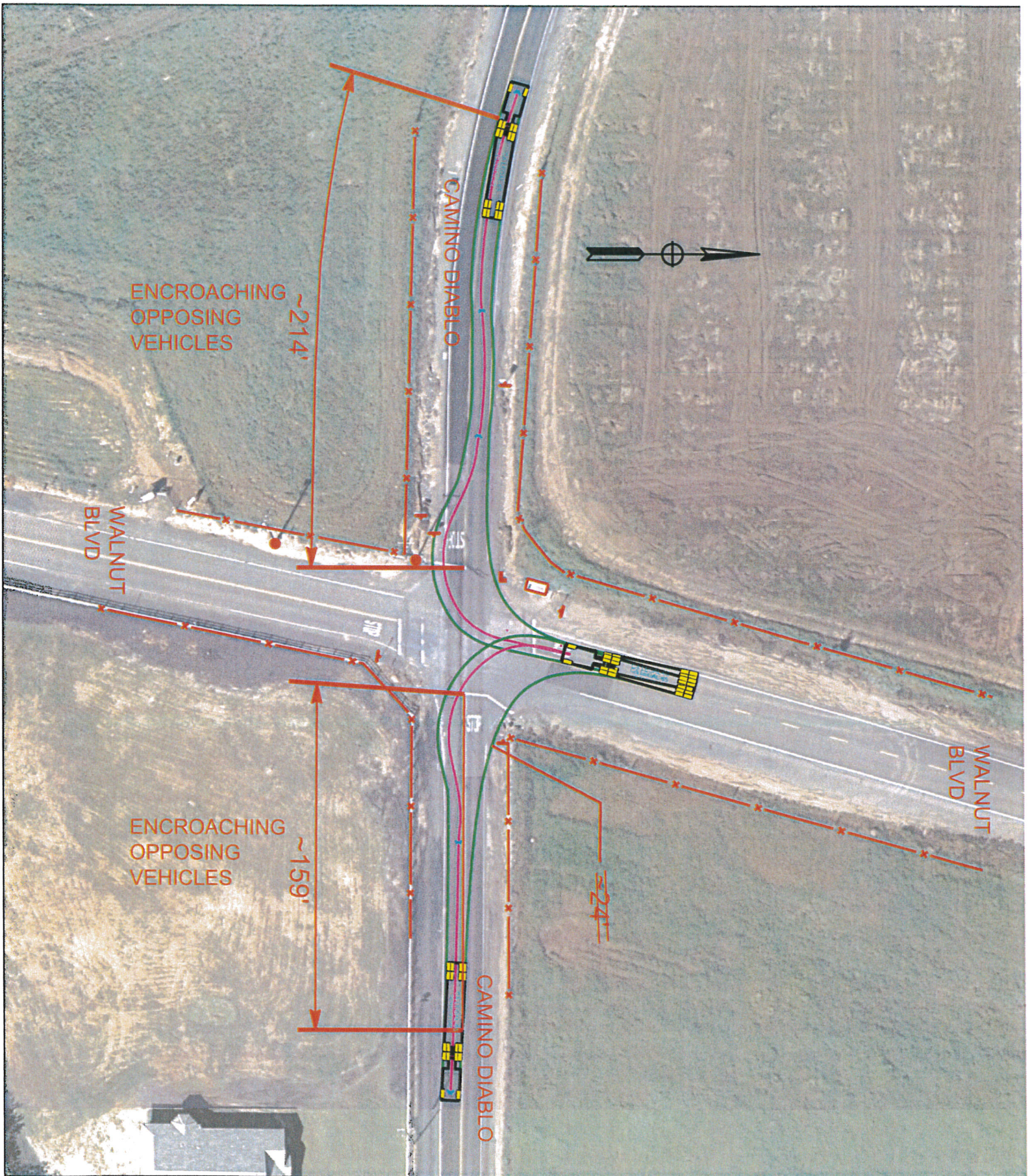
TURNING MOVEMENTS FROM NORTH-BOUND WALNUT BLVD  
ONTO CAMINO DIABLO





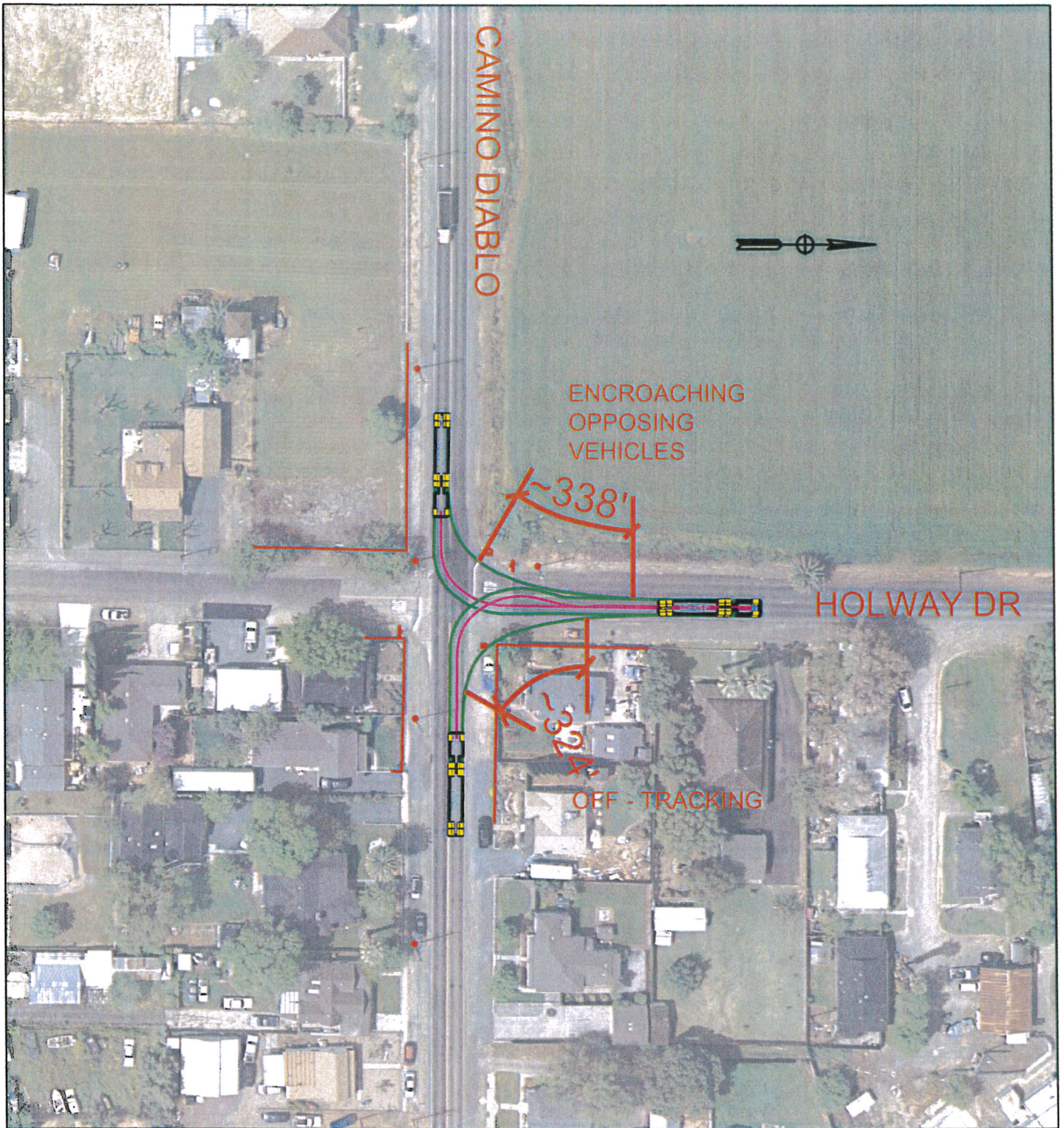
TURNING MOVEMENTS FROM CAMINO DIABLO  
ONTO WALNUT BLVD





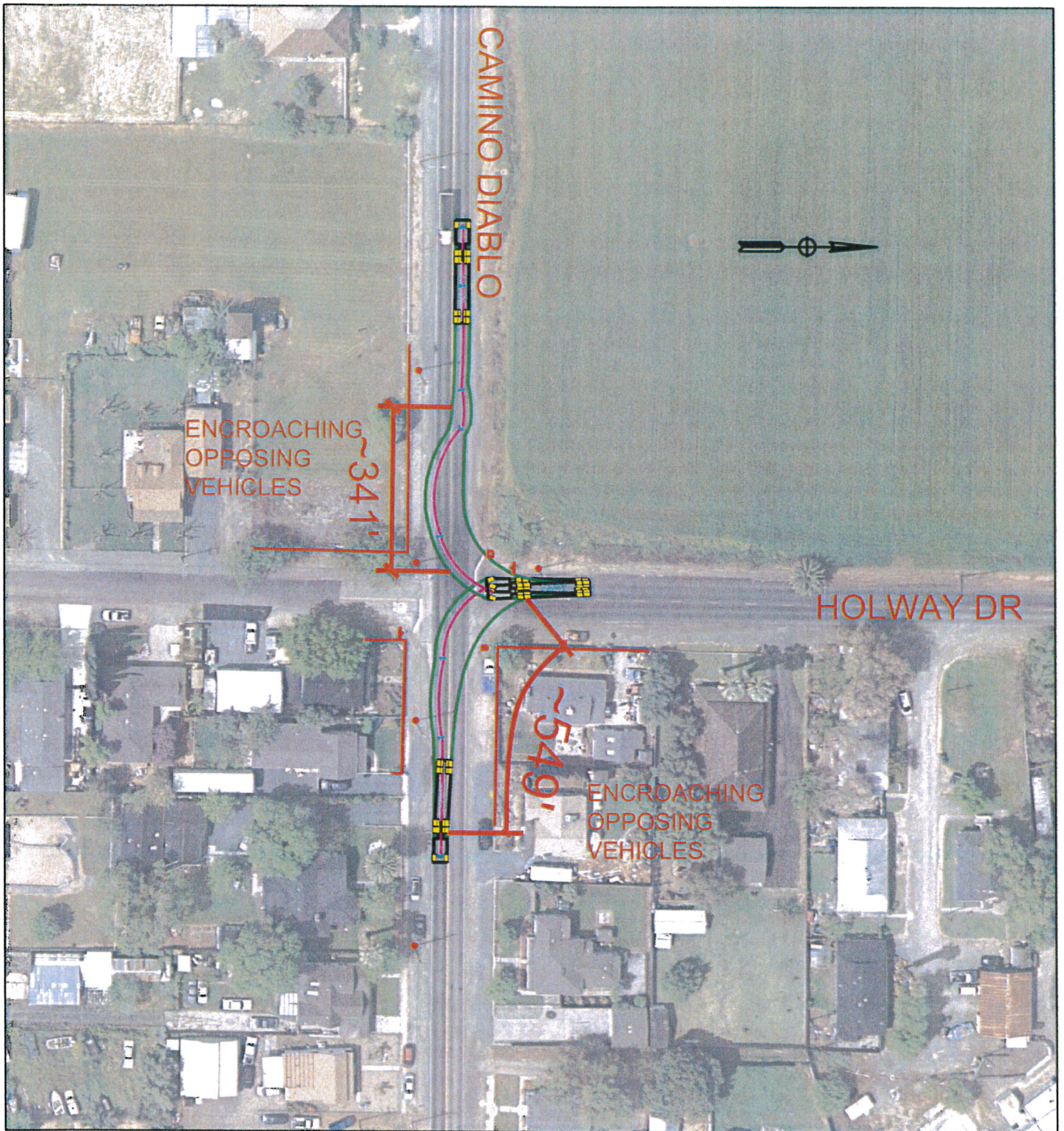
TURNING MOVEMENTS FROM SOUTH-BOUND WALNUT BLVD  
ONTO CAMINO DIABLO





# TURNING MOVEMENTS FROM CAMINO DIABLO ONTO HOLWAY DRIVE





TURNING MOVEMENTS FROM HOLWAY DRIVE  
ONTO CAMINO DIABLO



# SEGMENT 1 COLLISION RATE COMPARISON: 2009-2011 vs. 2012-MAY2015

TIME SPAN	NO. COLLISIONS	# MOS	COLLISION RATE
2009-2011	8	36	8/36 = 0.22 COLLISIONS/MONTH
2012-MAY2015	8	41	8/41 = 0.20 COLLISIONS/MONTH
NET CHANGE = {(0.20-0.22)/0.33} X 100% = -9.9%, DECREASE IN COLLISION RATE			

## SEGMENT 1 - CAMINO DIABLO BETWEEN MARSH CREEK ROAD AND VASCO ROAD 2009-2011

No.	case #	date	time	street	distance	* location	ticket	description	Special	Dark	Dusk	Hit & Run	Inj.	Solo	OAF2	COMMENT
1	8-215	08/26/11	1120	Camino Diablo	.6 mile	E	Longwell Ave	22107	Unsafe Turning Movement				3			
2	4-285	04/30/10	1545	Camino Diablo	1 mile	E	Longwell Ave	21460(A)	Passing over double line							
3	1-042	01/08/09	1604	Camino Diablo	330'	E	Marsh Creek Rd	22106	Unsafe Back Up							
4	5-134	05/17/10	0525	Camino Diablo	600'	E	Marsh Creek Rd	22350	Unsafe Speed		X			X		
5	11-113	11/09/11	1855	Camino Diablo	.25 mile	E	Marsh Creek Rd	22107	Unsafe Turning Movement		X			X		
6	11-160	11/18/11	1645	Camino Diablo	.3 mile	W	Vasco Rd	22350	Unsafe Speed					X		KENWORTH T800
7	8-037	08/06/11	1705	Camino Diablo	.7 mile	E	Walnut Blvd	22107	Unsafe Turning Movement					X		
8	3-202	03/15/11	0945	Camino Diablo	.2 mile	W	Walnut Blvd	22107	Unsafe Turning Movement				1	X		

## SEGMENT 1 - CAMINO DIABLO BETWEEN MARSH CREEK ROAD AND VASCO ROAD 2012-MAY2015

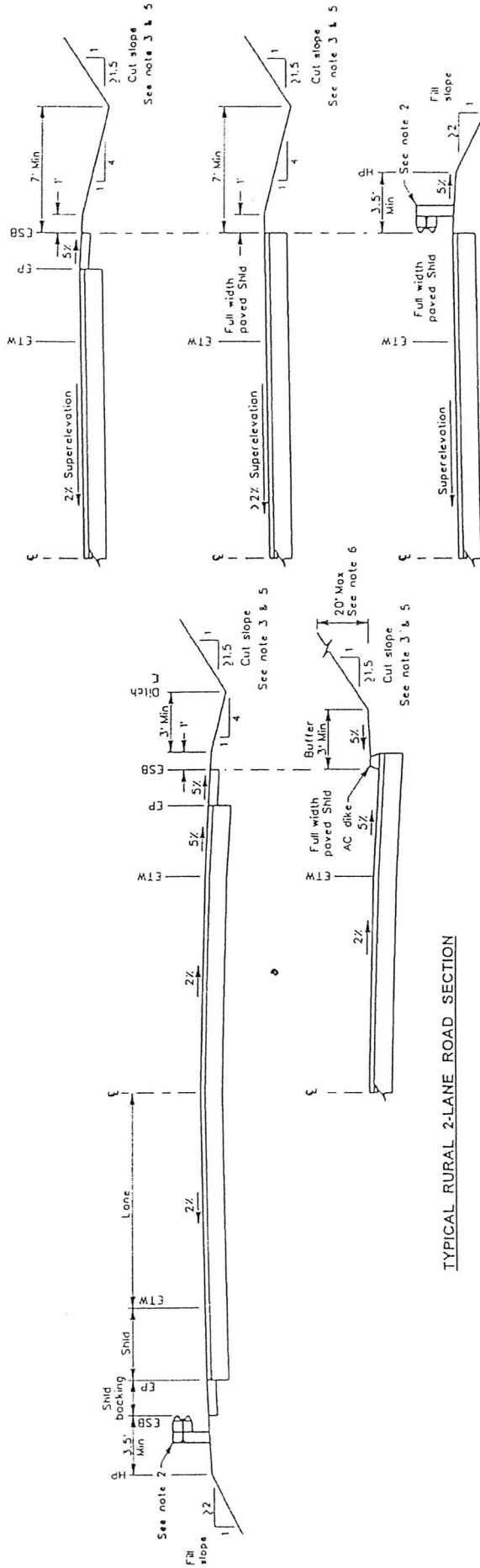
No.	case #	date	time	street	distance	* location	ticket	description	Special	Dark	Dusk	Hit & Run	Inj.	Solo	OAF2	COMMENT
1	11-036	11/05/13	0740	Camino Diablo	1 mile	E	Marsh Creek Rd	22107	Unsafe Turning Movement							
2	3-131	03/16/14	0130	Camino Diablo	1 mile	S	Marsh Creek Rd	22107	Unsafe Turning Movement		X					
3	9-051	09/06/13	1235	Camino Diablo		@	Vasco Rd	22107	Unsafe Turning Movement							FREIGHT w/TRAILER
4	8-032	08/05/13	1625	Camino Diablo	50'	W	Vasco Rd	22107	Unsafe Turning Movement							
5	5-174	05/21/12	1730	Camino Diablo	.2 mile	W	Vasco Rd	22107	Unsafe Turning Movement				1	X		
6	10-024	10/01/12	2045	Camino Diablo	1000'	N	Walnut Blvd	22107	Unsafe Turning Movement		X			X		
7	2-080	02/10/12	1725	Camino Diablo	.2 mile	W	Walnut Blvd	22107	Unsafe Turning Movement					X		
8	7-051	07/07/13	1410	Camino Diablo	.3 mile	W	Walnut Blvd	22107	Unsafe Turning Movement				2			





TWO LANE RURAL SHOULDER/LANE WIDTHS

	ADT<250	<400	<1000	<3000	<6000	>6000
MINIMUM (Shld backing/Shld/Lane)	1.5'/0/11"	0'/1'/11"	2'/1'/11"	2'/2'/12"	3'/4'/12"	3'/5'/12"
DESIRABLE 4 (Shld backing/Shld/Lane)	0'/1'/11"	2'/1'/11"	2'/4'/12"	2'/5'/12"	2'/6'/12"	0'/8'/12"



NOTES:

1. These guidelines do not override County Ordinance Code requirements for development projects.
2. Guardrail may be required, depending on embankment height and slope. (See Caltrans Guidelines)
3. Distance to cul slope from ETW may be increased for sight distance on curves. (See Caltrans Design Manual)
4. Use desirable if it does not significantly increase R/W or construction costs, especially where there is high percentage of trucks.
5. A wider swale and/or buffer between toe of slope and roadway should be considered where there is potential rock fall, the slope is highly erosive or there is significant longitudinal surface flows.
6. If cul slope is  $> 20^\circ$  to bench or top of cut, buffer width shall be increased.
7. Design AOT shall be approved by the Public Works Department.

TYPICAL RURAL 2-LANE ROAD  
SUPERELEVATED SECTION

COUNTY OF CONTRA COSTA  
PUBLIC WORKS DEPARTMENT  
MARTINEZ, CALIFORNIA

# TWO LANE RURAL ROAD GUIDELINES

①	2-02	Supercedes Standard Plan C.A.S.5 dated 11-99	P.W.
NO.	DATE	REVISION DESCRIPTION	BY



**VEHICLE CODE - VEH**

**DIVISION 15. SIZE, WEIGHT, AND LOAD [35000 - 35796]** (*Division 15 enacted by Stats. 1959, Ch. 3.*)

**CHAPTER 5. Weight [35550 - 35796]** (*Chapter 5 enacted by Stats. 1959, Ch. 3.*)

**ARTICLE 4. Local Authorities [35700 - 35722]** (*Article 4 enacted by Stats. 1959, Ch. 3.*)

<sup>35717</sup>. Notwithstanding any provision to the contrary, any county may by ordinance prohibit the use of any street, road or highway by any commercial vehicle exceeding a maximum gross weight of 14,000 pounds if, by accepted engineering standards, the street, road or highway cannot support such vehicle.

(*Added by Stats. 1959, Ch. 1732.*)

**ORDINANCE NO. 2015-18**

**(Uncodified)**

**ORDINANCE TO PROHIBIT COMMERCIAL VEHICLES WITH GROSS WEIGHT  
EXCEEDING 14,000 POUNDS ON CAMINO DIABLO BETWEEN  
MARSH CREEK ROAD AND BYRON HIGHWAY**

The Contra Costa County Board of Supervisors ordains as follows:

**Section 1. Purpose.** The purpose of this ordinance is to prohibit commercial vehicles with a gross weight exceeding 14,000 pounds from traveling on Camino Diablo, between its intersection with Marsh Creek Road and its intersection with Byron Highway, in the Byron area of eastern Contra Costa County, because that section of roadway cannot support those commercial vehicles. This ordinance is adopted pursuant to Vehicle Code section 35717 and County Ordinance Code sections 46-2.002 and 46-2.012.

**Section 2. Traffic Ordinance.** Subject only to the limitations in Vehicle Code section 35720, commercial vehicles exceeding a maximum gross weight of 14,000 pounds are prohibited at all times on Camino Diablo (Road No. 7941), between its intersection with Marsh Creek Road (Road No. 3971A) and its intersection with Byron Highway (Road No. 9621), in the Byron area of eastern Contra Costa County.

**Section 3. Effective Date.** This ordinance shall be effective 30 days after passage. Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the Contra Costa Times, a newspaper published in this County.

PASSED ON \_\_\_\_\_, 2015, 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]



Contra  
Costa  
County

To: Board of Supervisors

From: INTERNAL OPERATIONS COMMITTEE

Date: October 13, 2015

Subject: AUTHORIZATION TO COMMIT STAFF RESOURCES TO CONDUCT OUTREACH ON COMMUNITY CHOICE AGGREGATION

**RECOMMENDATION(S):**

DIRECT the Conservation and Development Director to:

1. Reach out to Contra Costa mayors and city managers to explain and gauge their interest in studying the following the Community Choice Aggregation (CCA) options:
  - formation of a CCA partnership among the cities and the County, representing the unincorporated areas;
  - partnering with Alameda County to form a CCA program; or
  - joining the existing Marin Clean Energy (MCE) CCA program.
2. Report back to Internal Operations Committee regarding the feedback from this outreach effort, including a suggested scope and cost estimate for an RFP (Request for Proposals) and eventual contract for a load/feasibility study.

**FISCAL IMPACT:**

DCD estimates an initial staff commitment of 230 hours (57.5 hours/month for four months) plus clerical support to conduct outreach and education to Contra Costa cities on CCA. This commitment of staff equates to approximately \$32,000 in terms of billable direct costs. These costs may be recoverable if the County ultimately decides to implement a CCA program.

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Julie DiMaggio Enea  
925.335.1077

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: DCD Director, County Building Official, County Finance Director, IOC Staff

## FISCAL IMPACT: (CONT'D)

>

If the Board decides to further study forming a Contra Costa CCA or joint Alameda-Contra Costa CCA, based on the experience of San Mateo and Santa Clara Counties, the costs to solicit and obtain services for a CCA feasibility study and procedural consultant might be in the range of \$100,000 to \$150,000. The formation of a CCA agency would also involve other start-up costs, which are described in the *Costs and Risks* section of this report.

## BACKGROUND:

On August 18, 2015, the Board of Supervisors referred to the Internal Operations Committee (IOC) the topic of Community Choice Aggregation. Community Choice Aggregation (CCA) is the practice of aggregating consumer electricity demand within a jurisdiction or region for purposes of procuring energy. The existing energy utility remains responsible for transmission and distribution. The most common reason for jurisdictions pursuing CCA is to promote electricity generation from renewable energy sources and offer consumers choice in purchasing electricity with potential opportunities for cost savings.

The IOC took up CCA at its regular September 14 meeting, which was attended by many individuals who spoke in support of the concept. In particular, we received testimony from the Community Affairs Representative for Marin Clean Energy, and the Co-Chair of the Community Choice Energy Working Group of the Berkeley Climate Action Coalition. We also heard from local businesses that might be able to provide energy to a CCA and who wish to benefit from potentially lower energy costs through a CCA.

A thorough explanation of Community Choice Aggregation is provided below. In summary, there are three possible CCA options for the Board to eventually consider:

- forming a CCA partnership among the cities and the County, representing the unincorporated areas;
- partnering with Alameda County (and its cities) to form a CCA program; or
- joining the existing Marin Clean Energy program (which currently provides energy to three Contra Costa cities – Richmond, San Pablo and El Cerrito).

Assuming public outreach identifies a sufficient level of interest within the County and among cities, a technical feasibility study would need to be conducted by qualified consultants to analyze the projected customer base for a CCA agency, and the projected electricity rates for CCA customers. Following a feasibility study, interested jurisdictions would need to evaluate the findings of the study and decide whether or not to proceed in forming a CCA agency, or potentially a JPA if two or more jurisdictions are interested in participating.

Another area of possible investigation would be to further explore the potential for the County to join Marin Clean Energy (MCE), or for the County to partner with Alameda County in forming a new CCA agency. Alameda County is currently studying whether to become a CCA energy provider. Such partnerships could reduce the cost to the County of participating in CCA, but would require negotiation of agreements with partnering agencies concerning cost sharing and governance.

Should the Board of Supervisors wish to explore the potential to implement CCA in our county either by establishing a County CCA program, partnering with another county such as Alameda, or joining an existing CCA program such as MCE, staff should be directed to develop a plan for outreach and associated staffing and budget requirements. Implementation of a new CCA agency, either by Contra Costa County alone or in partnership with another county, would include public outreach and consultation with Contra Costa cities to determine the level of interest in CCA within the county. Assessment of public interest and identification of partnering cities would be essential to proceeding with CCA implementation.

## Community Choice Aggregation: What is it?

CCA agencies exist in several states, including Illinois, Massachusetts, Ohio and California. CCA in California was authorized by AB 117 in 2002, which allows cities and counties to become electricity providers, or form a



Joint Powers Authority (JPA) for this purpose. CCA agencies are subject to regulation by the California Public Utilities Commission (CPUC), and require certification by the CPUC.

In 2010, Marin Clean Energy became the first CCA agency certified in California. Sonoma Clean Power was the second, in 2014. Both Marin Clean Energy (MCE) and Sonoma Clean Power are JPAs composed of the host county and various cities. During 2013 and 2014, the cities of Richmond, San Pablo and El Cerrito took actions to join MCE and residents of those cities are now served by MCE. The cities of Walnut Creek and Lafayette have submitted letters of intent to join MCE in recent months, and MCE intends to consider granting membership to these cities this fall. The City of Walnut Creek has also written a letter to Contra Costa County asking the county to study the formation of a Contra Costa CCA. Others members of MCE outside Marin County include the City of Benicia and unincorporated Napa County. A number of cities and counties in California are currently in the process of implementing or studying the formation of CCA agencies, including the counties of Alameda, Santa Clara, San Mateo, Santa Barbara, San Diego, Los Angeles and the City and County of San Francisco. San Francisco has obtained certification of its CCA Implementation Plan from the CPUC.

Formation of a CCA agency in Contra Costa County could involve the creation of a JPA between the County and cities within the County that are interested in participating. Under such a scenario, the CCA agency would be a separate entity from the County, with an independent governing Board. It is also possible for a CCA agency to span multiple counties. MCE already includes jurisdictions in Marin, Napa, Solano and Contra Costa counties, and Contra Costa County could investigate the possibility of including the unincorporated area of the County in MCE's service area (as stated above, Richmond, El Cerrito and San Pablo have joined MCE, and Walnut Creek and Lafayette expressed interest in doing so). Another alternative is that Contra Costa County could investigate the possibility of partnering with Alameda County to form a CCA agency serving the two-county East Bay region.

There are tradeoffs associated with a multi-county organizational structure. A larger service area and customer base can achieve economies of scale in operating a CCA agency and purchasing power. However, increasing the number of jurisdictions participating in such an agency adds complexity to decision-making and governance.

### Benefits of CCA

There are numerous potential benefits associated with local government participation in CCA. The following is a partial list of such benefits:

- *Increased Energy Production from Renewable Sources:* The main benefit typically associated with CCA in California is increasing the supply of electricity derived from renewable sources, such as wind and solar. The investor-owned utilities (IOUs), such as Pacific Gas and Electric (PG&E), are required to supply a portion of their electricity from renewable sources. CCAs can increase the amount of energy generated from renewable sources by offering customers electricity that is derived from 100% renewable sources, or is derived from a supply portfolio that contains a greater proportion of renewable energy than required of the IOUs.
- *Local Control:* Nearly all residents and businesses in Contra Costa County receive electricity from PG&E, which is a large privately-owned company with a service area covering over half of California. CCA would give residents of the County the option of receiving electricity from a local public agency governed by officials who would be responsive to the interests of the local community.
- *Increased Competition and Consumer Choice:* PG&E is a regulated monopoly. CCA would introduce competition into the electricity market in Contra Costa County, creating additional consumer choices and creating market pressure for improved service by all electricity providers. CCA could also create opportunities for lower electricity rates for consumers.
- *Local Economic Benefits:* A CCA agency may choose to procure power from local renewable energy sources, such as local wind and solar energy generation facilities. The CCA agency could do so by constructing and owning such facilities, or by purchasing renewable energy from privately owned local facilities. Procurement of renewable energy from local sources would create construction jobs and ongoing revenue streams to the local economy.

## Costs and Risks of CCA

There are costs and risks associated with CCA. The main risk is that the CCA agency will not compete effectively with the incumbent IOU (PG&E) and will therefore not be financially sustainable. This scenario could occur if the CCA agency does not offer electricity to consumers at a price that is competitive with the price offered by the IOU. The price of electricity that could be offered through CCA in Contra Costa County would depend on a number of variables, including the mix of energy sources included in the CCA agency's electricity supply portfolio and the size of the CCA agency's estimated customer base. These considerations would need to be evaluated in greater detail by consultants with expertise in energy markets prior to a decision to form a CCA agency within the County.

The formation of a CCA agency in Contra Costa County would also involve significant start-up costs. Prior to the formation of a CCA agency, start-up costs would be incurred by the County and potentially shared by partnering cities. Additional start-up costs would be required after CCA agency formation and prior to any revenues being generated from power sold to customers. Should Contra Costa County seek to implement a new CCA agency, preliminary estimates suggest total CCA start-up costs would be approximately \$1.5 million. These costs are described in greater detail below:

### *Pre-Agency Formation Start-Up Costs*

CCA start-up costs prior to the formation of a new CCA agency would include the following categories of expenses:

- Community outreach and public meetings to determine the level of public interest and preferences associated with CCA;
- Collection of billing and electricity load data from PG&E;
- Hiring consultants to study the feasibility of forming a CCA agency within the County;
- Legal expenses associated with negotiating contracts and a joint powers agreement between the County and cities that are interested in jointly forming a CCA JPA;
- County and city staff time associated with managing these activities.

### *Post-Agency Formation Start-Up Costs*

Following the formation of Joint Powers Authority or designation of other CCA agency, additional start-up costs would be necessary before the CCA agency could begin to provide electricity and receive associated revenues from customers. Start-up costs following CCA agency formation would include the following:

- Hiring CCA staff;
- Preparation of an Implementation Plan and other required filings to the CPUC;
- Payment of fixed costs to PG&E as may be mandated by the CPUC;
- Negotiation and execution of a contract with PG&E for necessary services not provided by the CCA agency, such as customer billing, transmission and distribution;
- Negotiation and execution of energy purchase contracts with energy suppliers;
- Potential capital expenses associated with constructing renewable energy generation facilities.

Based on preliminary research and the experience of San Mateo and Santa Clara Counties, staff estimates the cost of start-up activities to be approximately \$1.5 million. The source of funding for these expenses is yet to be determined, and could include revenues from the sponsoring entities, such as the County and partnering cities, or from borrowing. Much of these costs could eventually be reimbursed to the County and partnering cities from the CCA agency, once it is formed and operating. The extent of cost recovery and the period of time required for cost recovery remains to be determined and would be based on the projected ability of the CCA agency to generate revenues that exceed operating expenses over time. Repayment of such expenses to the funding sources would be contingent on the successful and sustained operations of the CCA agency.

#### CONSEQUENCE OF NEGATIVE ACTION:

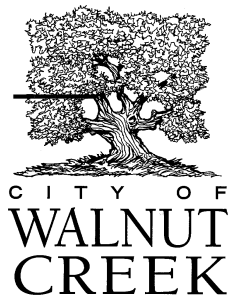
Should the Board choose not to explore CCA, there would be no detrimental impact and exploration costs would be avoided. However, the potential benefits of County CCA program or partnership would remain unidentified and any opportunity to enjoy benefits from a CCA would be lost.

#### ATTACHMENTS

Ltr\_Walnut Creek CCA

Ltr\_Walnut Creek CCA 2

CC Clean Energy Alliance Brochure



## **Agenda Report**

**DATE:** SEPTEMBER 1, 2015

**TO:** CITY COUNCIL

**FROM:** COMMUNITY AND ECONOMIC DEVELOPMENT - ADMINISTRATION

**SUBJECT:** AUTHORIZATION TO SEND A LETTER ON COMMUNITY CHOICE  
AGGREGATION TO CONTRA COSTA COUNTY

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### **STATEMENT OF ISSUE:**

On June 2, the City Council heard a presentation on Community Choice Energy (CCE) and how it may contribute to the Climate Action Plan's goal of increasing renewable energy and decreasing greenhouse gas emissions. On June 16, City Council approved of forming an Ad Hoc Committee (AHC) to study various options to proceed or not proceed with a CCE and to make a recommendation back to Council. On August 25, the AHC met and recommended that a letter be sent to Contra Costa County's Internal Operations Committee urging them to explore creating a regional CCE initiated by the County.

### **RECOMMENDED ACTION:**

Authorize the Mayor to send a non-binding, no-cost letter to Contra Costa County's Internal Operations Committee urging them to explore creating a regional CCE initiated by the County at their next meeting and authorize the Mayor to contact other public officials within Contra Costa County encouraging them to send similar letters of support.

### **DISCUSSION:**

On August 18, the Contra Costa County Board of Supervisors approved referring CCE to their Internal Operations Committee to study further. The Internal Operations Committee is expected to meet on September 14, 2015. The purpose of the referral is to study the CCE concept further, explore merits and disadvantages and return to the full Board with background information and a recommendation. The Board may subsequently make a decision regarding whether or not to initiate CCE for the County.

A regional CCE for Contra Costa County has the advantage of providing greater local control over electricity procurement and rates, as well as CCE decisions, compared with joining other CCEs. The AHC does not recommend that Walnut Creek initiate CCE on its own, and that joining an existing CCE or future County CCE is a more viable approach.



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**FINANCIAL IMPACTS:**

None.

**ALTERNATIVE ACTION:**

Council can decide not to authorize a non-binding, no-cost letter to Contra Costa County's Internal Operations Committee.

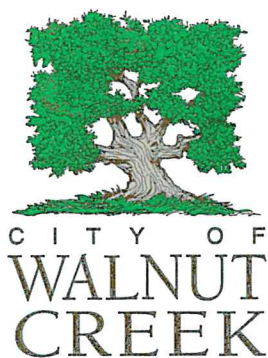
**DOCUMENTS:**

None.

**COUNCIL ACTION RECOMMENDED:**

Authorize the Mayor to send a non-binding, no-cost letter to Contra Costa County's Internal Operations Committee urging them to explore creating a regional CCE initiated by the County at their next meeting authorize the Mayor to contact other public officials within Contra Costa County encouraging them to send similar letters of support.

**STAFF CONTACT:** Cara Bautista-Rao, Community & Economic Development Analyst  
(925) 943-5899, ext. 2216  
[bautista-rao@walnut-creek.org](mailto:bautista-rao@walnut-creek.org)



September 3, 2015

Julie DiMaggio Enea  
Sr. Deputy County Administrator  
651 Pine Street, 10th Floor  
Martinez, CA 94553

Re: Creation of Community Choice Energy in Contra Costa County

Dear Internal Operations Committee:

The City of Walnut Creek supports Contra Costa County exploring the creation of Community Choice Aggregation or Community Choice Energy (CCE), which would be initiated by the County and that local cities could participate in its creation or join. The City encourages the Internal Operations Committee to act quickly to study the issue and make a recommendation, which will help the cities determine the options available to them on CCE.

On June 2nd, the Walnut Creek City Council heard two presentations on CCE and created an Ad Hoc Committee, consisting of Mayor Pro Tem Loella Haskew and Councilmember Justin Wedel, to explore all options available to the City. The options included not joining a CCE at all, joining an existing CCE entity (Marin Clean Energy or Sonoma Clean Power), becoming part of a CCE in the formation phase (Alameda County), creating a new CCE at a subregional level to be made up of interested cities, or encouraging the creation of, and joining, a Contra Costa County CCE. The Ad Hoc Committee concluded that the City should not initiate a CCE on its own, but that joining an existing CCE or future CCE is a viable approach that the City should pursue.

So far, the City has taken two actions. First, based on the Ad Hoc Committee's recommendation, the City Council directed that a non-binding letter of intent be submitted to Marin Clean Energy (MCE). A letter indicating interest in potential membership was sent to MCE on August 10, 2015. This letter is the first step in the MCE membership process. While MCE is not currently accepting any new member cities, its Board of Directors will consider the question of expansion at its September 17th Board meeting. The cities of Richmond, San Pablo, and El Cerrito are already members of MCE. The City of Lafayette has also decided to submit a letter of intent to MCE.

Other Bay Area communities are either exploring or actively pursuing CCEs. These include the City and County of San Francisco, the County of San Mateo, the County of Alameda, and a group of Silicon Valley communities. The cities of Cupertino, Mountain View, Sunnyvale and unincorporated Santa Clara County have partnered to form Silicon Valley Community Choice Energy to conduct an initial CCE study ([www.svcleanenergy.org](http://www.svcleanenergy.org)). However, the efforts of the other Bay Area communities have not yet proceeded to creation of a CCE that the City could consider joining.

Second, the Ad Hoc Committee also recommended that the City send a non-binding, no-cost letter to the Internal Operations Committee of the County encouraging the County to explore creating a Contra Costa County CCE. On September 1, the City Council approved sending this letter to you.

The City of Walnut Creek supports Contra Costa County exploring a CCE initiated by the County as it could be a cost-effective strategy to reduce emissions, it could provide for an increase in the use of renewable energy, thereby helping achieve the goals of our Climate Action plan, it could either save the community money through a reduction in electricity rates or provide community with the choice of purchasing up to 100% of energy from renewable sources, and it would allow for greater local control over electricity rates and CCE decisions. The City prefers joining a Contra Costa County CCE, as we have long-established cooperative relationships with the County that are working very well and providing significant benefits to the communities that we serve. I believe this would be a further extension of those relationships.

Please contact Administrative Analyst Cara Bautista-Rao at [bautista-rao@walnut-creek.org](mailto:bautista-rao@walnut-creek.org) or (925) 943-5899 x2216 for further discussion. We look forward to hearing from you.

Sincerely,



Bob Simmons  
Mayor



## Benefits of Community Choice Energy

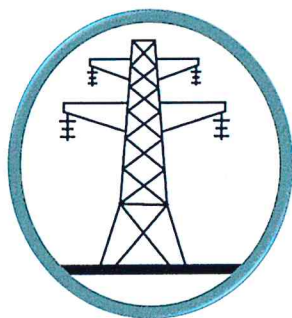
**CCE is an alternative to PG&E** for more renewable energy with lower, stable rates.

**COMPETITION** - Monopoly is never good for consumers. Today, we don't have a choice of who our electrical provider is, since we only have PG&E. With CCE, power is still delivered to our house by PG&E, but the program can supply electricity to you from clean energy sources at a higher percentage than PG&E. Competition also spurs lower electricity rates, which we have seen with current CCE programs in Marin and Sonoma.

**INCENTIVES** - A Community Choice program may offer rooftop solar and energy efficiency options and incentives to its customers that can potentially reduce greenhouse gas emissions and a customer's electricity bill.

**ECONOMIC BENEFITS** - Community Choice programs can invest in local clean energy projects that can spur thousands of jobs. The revenue that is generated from the program and any future project is kept and re-invested within the community, rather than stakeholders.

**LOCAL CONTROL** - A local power agency would be governed by elected officials and a local citizen advisory group to provide the community with a means to voice their ideas and concerns on where their supply of electricity should come from and how the agency sets its electricity rates, ensuring local oversight and control.



## Why Contra Costa?

All the other counties around the Bay already have CCE's or have begun plans for CCE, as have few cities in Contra Costa.

Contra Costa is an ideal location; it has a population of over 1 million residents with a lot of sun, wind, land and people.

Contra Costa can experience a revival with clean energy developments, reducing climate and public health hazards as well as generating local clean jobs and money.

### How you can help:

Volunteer

Come to a hearing

Educate your community

Circulate petitions

Host an event

Come to a Planning Meeting!



Twitter Handle  
[@CCCleanEnergy](https://twitter.com/CCCleanEnergy)

### For more information contact:

Carol Weed, Organizing for Action  
Email: [Carol4ofa@gmail.com](mailto:Carol4ofa@gmail.com)

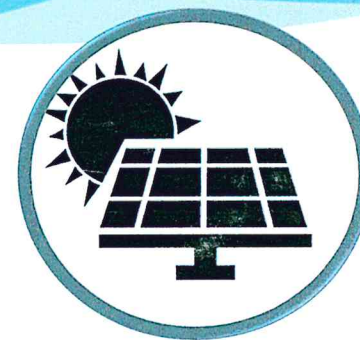
## Community Choice Energy

In 2002, California enacted Assembly Bill (AB) 117, empowering cities or counties, through a program called Community Choice Energy, to form a not-for-profit local power agency that bundles the buying power of residents and businesses to purchase electricity. The local power agency can build or fund local clean energy projects, buy renewable energy on the market, and offer energy efficiency services and incentives to customers.

### The Contra Costa Clean Energy Alliance

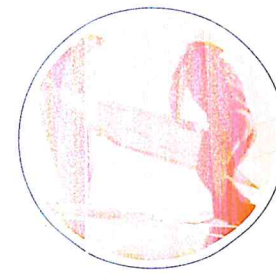
The Contra Costa Clean Energy Alliance (CCCEA) is an alliance of organizations working to ensure that the *community* leads in Community Choice Energy in Contra Costa County.

We need more voices and more representation! Contact us for more





# Contra Costa Clean Energy Alliance



## Proposed Goals for a Contra County Community Choice Program

We need bold action to address escalating climate destabilization and increasing economic hardship and inequality in our communities. A Contra Costa County Community Choice Energy program that prioritizes and invests in the development of local renewable energy resources can be a powerful tool. It could reduce greenhouse gas emissions, speed up the switch to 100% renewable sources of energy, and address equitable economic development.

Investing in local clean energy development builds wealth in our communities and helps create family-sustaining jobs. County managed development projects can increase union participation in the renewable energy sector and offer opportunities to disadvantaged job seekers in Contra Costa County.

We seek to establish a Community Choice program that serves the residents and businesses of Contra Costa County in the following ways (not in priority order):

1. Prioritizes the development of local renewable resources including reduced energy consumption and renewable electrical generation, with goals of at least 18% reduction in electricity demand through conservation and energy efficiency. At least 50% of the electricity provided would be from renewable sources and would be locally generated. It is anticipated that these goals can be reached within 10 years of the start of the program.
2. Achieves greenhouse gas reduction in Contra Costa County and comparable goals in all participating jurisdictions, while also exceeding the California renewable portfolio standard (RPS) and the renewable portfolio of PG&E.
3. Provides competitively priced electricity to customers at lower and more stable rates than Pacific Gas & Electric (PG&E).
4. Promotes local and community ownership and control of renewable resources, spurring equitable economic development and increased resilience, especially in low income communities and communities of color. These communities are those most impacted by climate change.
5. Improves community health and safety by reducing pollution from fossil fuel power generation and by electrifying vehicle transportation.
6. Generates family-sustaining, high quality, clean energy jobs through local renewable resource development that prioritizes union jobs, spurs local workforce development and overcomes barriers to employment in historically disadvantaged communities. It includes local small businesses, diverse business enterprises, and cooperative enterprises.
7. Includes community stakeholders in the decision making process of the Community Choice program and ensures inclusive representation.





Contra  
Costa  
County

To: In-Home Supportive Services Public Authority

From: David Twa, County Administrator

Date: October 13, 2015

Subject: In-Home Supportive Services Public Authority Employee Resolution No. 2015/385, which Supersedes Resolution No. 2013/457

**RECOMMENDATION(S):**

ADOPT attached Resolution No. 2015/385, which replaces and supersedes Resolution No. 2013/457, regarding compensation and benefits for employees of the In-Home Supportive Services Public Authority (IHSS PA).

**FISCAL IMPACT:**

The terms and conditions set forth in this action are estimated at a FY 2015-16 cost of under \$3,000 given current health plan enrollment.

**BACKGROUND:**

The Resolution has been modified in the following ways:

1. Amended Section 2.10 to add a high deductible health plan option and beginning January 1, 2018, certain high cost employer-sponsored health plans will be eliminated;
2. Amended Section 2.11 to add an Employee +1 Dependent option to the premium subsidy structure;
3. Added Section 2.17 Medical Plan Cost-Sharing on and after January 1, 2016 to provide three tiered health plan premium cost-sharing for the 2016 Plan Year and beyond. Existing sections are renumbered accordingly

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Lisa Driscoll, County Finance  
Director - 335-1023

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

By: , Deputy

cc: Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources, Ann Elliott, Employee Benefits Manager, Kathy Gallagher, Director of Employment and Human Services

BACKGROUND: (CONT'D)

>

4. Added Section 2.25 Health Benefit Access for Employees not Otherwise Covered to provide access to health plans at employees' expense for employees not otherwise eligible for coverage in compliance with the federal Patient Protection and Affordable Care Act.

CONSEQUENCE OF NEGATIVE ACTION:

Employees will not have access to a new high deductible health plan, a three tier cost structure, or improved employer subsidies.

ATTACHMENTS

Resolution No. 2015/385

Body of IHSS Management Resolution No. 2015/385

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

Adopted this Resolution on 10/13/2015 by the following vote:

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



**Resolution No. 2015/385**

**In The Matter Of:** Compensation and Benefits Authorized for Employees of the In-Home Supportive Services Public Authority for the Period of October 1, 2015 through June 30, 2016 and Until Further Order

The Contra Costa County Board of Supervisors acting in its capacity as the governing body of the In-Home Supportive Services Public Authority **RESOLVES THAT:**

Effective upon adoption and continuing to June 30, 2016, and until further order of the Board, the Board adopts the attached program of compensation and benefits for the employees of the In-Home Supportive Services Public Authority. Except for Resolution No. 2002/608 (excluding inconsistent provisions concerning the amount of employee contributions for retirement benefits), this Resolution supersedes all previous resolutions providing compensation and benefits for the employees of the In-Home Supportive Services Public Authority, including but not limited to Resolution No. 2013/457.

Unless expressly provided otherwise, this Resolution is subject to the provisions of the resolutions providing general pay and equity salary adjustments, the 1937 County Employees Retirement Act, and the Public Employees Pension Reform Act. This Resolution does not authorize compensation and benefits for any employee who is represented by an employee organization with a Memorandum of Understanding.

Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees of the In-Home Supportive Services Public Authority who work full-time or part-time, twenty (20) or more hours per week.

The full text of this Resolution is attached. The following exhibits are also attached:

**I. BENEFITS FOR ALL EMPLOYEES OF IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (IHSS PA)** are provided for those classes listed in **Exhibit A**.

**II. BENEFITS ONLY FOR MANAGEMENT AND EXEMPT EMPLOYEES OF IHSS PA** are provided for those classes listed in Exhibit A, except for the classes listed in **Exhibit B**.

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 - 335-1023**

**ATTESTED: October 13, 2015**

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

By: , Deputy

**cc:** Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources, Ann Elliott, Employee Benefits Manager, Kathy Gallagher, Director of Employment and Human Services

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**I. BENEFITS FOR ALL EMPLOYEES OF IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY (IHSS PA)**

**1. Leaves With and Without Pay**

- 1.10 Holidays: The County will observe the following holidays during the term covered by this Resolution:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

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

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

- 1.11 Definitions:

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

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 hour (36) 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 eight (8) hour day.

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

Workweek for Employees on a 9/80 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 work day. The end time of the workweek is four (4) hours after the start time of the eight (8) hour work day. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours).

- 1.12 Holidays Observed: Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County.
- 1.13 Holidays - 9/80 Work Schedules: When a holiday falls on the regularly scheduled day off of any employee who is on a 9/80 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and workweek as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick-leave accruals. If the approved day off is a ten (10) hour workday, 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.
- 1.14 Holidays - Part-Time Employees: Permanent, part-time employees are entitled to observe a holiday (day off work) in the same ratio as the number of hours in the part time employee's weekly schedule bears to forty (40) hours.
- 1.15 Personal Holiday Credit: Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from employment, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.
- 1.16 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

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

Each employee is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

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.

- 1.17 Sick Leave: The accrual and cancellation of sick leave credits is governed by Section 9.3 of the Contra Costa County Salary Regulations. The use of sick leave is governed by the IHSS PA Personnel Rules and the policies of the Executive Director.

Credits to and charges against sick leave are to be made in increments of no less than one-tenth of an hour (6 minutes).

- 1.18 Part-Time Employees: Part-time employees are entitled to accrue paid vacation and sick leave on a pro-rata basis.
- 1.19 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Contra Costa County Personnel Management Regulations, as amended, relating to the use of accruals while on leave without pay, apply to all employees covered by this Resolution.

## **2. Health, Dental, and Related Benefits**

- 2.10 Health Plan Coverages: The IHSS PA will provide the medical and dental coverage for IHSS PA employees and for their eligible family members, expressed in one of the Medical 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)

### Medical Plans:

All employees will have access to the following medical plans:

- 1. CCHP Plan A & Plan B
- 2. Kaiser Permanente Plan A & Plan B
- 3. Health Net HMO Plan A & Plan B
- 4. Health Net PPO Plan A
- 5. Kaiser High Deductible Health Plan

Health Net PPO Plan B will be eliminated for all employees beginning January 1, 2018.

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise



penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081), such plan(s) will be eliminated for all employees beginning January 1, 2018.

## 2.11 Monthly Premium Subsidy:

- a. The IHSS PA's monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, is a set dollar amount and is not a percentage of the premium charged by the plan. The IHSS PA will pay the following monthly premium subsidy:

<b><u>Health &amp; Dental Plans</u></b>	<b><u>Employee</u></b>	<b><u>Employee +1 Dependent</u></b>	<b><u>Employee +2 or More Dependents</u></b>
Contra Costa Health Plans (CCHP), Plan A	\$509.92	\$1,214.90	\$1,214.90
Contra Costa Health Plans (CCHP), Plan B	\$528.50	\$1,255.79	\$1,255.79
Kaiser Permanente Health Plans	\$478.91	\$1,115.84	\$1,115.84
Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
Kaiser High Deductible Health Plan	\$478.91	\$1,115.84	\$1,115.84
Delta Dental with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare (PMI) with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare (PMI) with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare (PMI) without a Health Plan	\$27.31	\$59.03	\$59.03

- b. If the County contracts with a medical or dental plan that is not listed above, the IHSS PA will determine the monthly dollar premium subsidy that it will pay to that health plan for employees and their eligible family members.
- c. In the event that the IHSS PA premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health or dental plan, for any plan year, the IHSS PA's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

## 2.12 Retirement Coverage:

### a. Upon Retirement:

1. Upon retirement and for the term of this resolution, eligible employees and their eligible family members may remain in their County health/dental plan, but without IHSS PA-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 IHSS PA will

pay the health/dental plan monthly premium subsidies set forth in Section 2.11(a) for eligible retirees and their eligible family members.

2. Any person who becomes age 65 on or after January 1, 2009 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after January 1, 2009 and their eligible family members, no monthly premium subsidy will be paid by the IHSS PA for any health or dental plan after they separate from IHSS PA 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 and/or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from IHSS PA employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any IHSS PA 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 IHSS PA contributions.

2. Life insurance coverage is not included.

3. To continue health and dental coverage, the employee must:

- i. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
- ii. 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;
- iii. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
- iv. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from IHSS PA service.

4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement

benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for IHSS PA health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from IHSS PA 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 the IHSS PA. 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 Resolution.
- d. For purposes of this Section 2.12 only, "eligible family members" does not include Survivors of employees or retirees.

2.13 Layoff and Other Loss of Coverage:

- a. If a husband and wife both work for the IHSS PA and one (1) of them is laid off, the remaining employee, if eligible, will be allowed to enroll or transfer into the health and/or dental coverage combination of his/her choice.
- b. An eligible employee who loses medical or dental coverage through a spouse or partner not employed by the IHSS PA will be allowed to enroll or transfer into the County health and/or dental plan of his/her choice within thirty (30) days of the date coverage is no longer afforded under the spouse's plan.

2.14 Health Plan Coverages and Provisions: The following provisions are applicable to 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 and permanent-intermittent employees may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
- b. Employee Contribution Deficiencies: The IHSS PA's contributions to the Health Plan and/or Dental Plan premiums are payable for any month in which the employee is paid. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the unpaid amount to the Auditor-Controller. The responsibility for this payment rests solely with the employee.
- c. Leave of Absence: The IHSS PA will continue to pay the IHSS PA shares of health and/or dental plan premiums for enrolled employees who are on an approved paid or unpaid leave of absence for a period of thirty (30) days or more provided the employee's share of the premiums is paid by the employee.
- d. Coverage Upon Separation: An employee who separates from IHSS PA 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 IHSS PA employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

2.15 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 over age 26, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child attainment of age 19.

2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.



## B. Dental Insurance

### 1. Eligible Dependents:

- a. Employee's legal spouse
- b. Employee's qualified domestic partner
- c. Employee's unmarried child who is:
  - (1) under age 19; or
  - (2) Age 19 or above, but under age 24; and who
    - 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 over age 19, unmarried, and 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, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### 2.16 Dual Coverage:

- a. Each employee and retiree may be covered by only a single County health (or dental) plan, including a CalPERS plan. For example, an IHSS PA 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 2.15 (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 2.16 only, "County" includes the IHSS PA, 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.

### 2.17 Medical Plan Cost-Sharing on and after January 1, 2016:

- a. For the plan year that begins on January 1, 2016, the IHSS PA will pay the monthly premium subsidy for medical plans stated in subsection 2.11.a. In total, the IHSS PA will pay the following amounts for the 2016

plan year:

<u>Medical Plans</u>	<u>Employee</u>	<u>Employee +1 Dependent</u>	<u>Employee +2 or More Dependents</u>
Contra Costa Health Plans (CCHP), Plan A	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$445.04	\$881.68	\$1,407.40
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan	\$447.04	\$916.72	\$1,387.40

- b. For the plan year that begins on January 1, 2017, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the IHSS PA and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the IHSS PA is in addition to the amounts paid by the IHSS PA in subsection 2.17.a., above, for medical plans.
- c. 2016 Plan Premium Amounts: For purposes of calculating the IHSS PA and Employee cost-sharing increases described in 2.17.b, above, the following are the 2016 total monthly medical plan premium amounts:

<u>Medical Plans</u>	<u>Employee</u>	<u>Employee +1 Dependent</u>	<u>Employee +2 or More Dependents</u>
Contra Costa Health Plans (CCHP), Plan A	\$657.08	\$1,314.15	\$1,971.23
Contra Costa Health Plans (CCHP), Plan B	\$728.38	\$1,456.77	\$2,185.15
Kaiser Permanente Health Plan A	\$749.80	\$1,499.60	\$2,249.39
Kaiser Permanente Health Plan B	\$585.68	\$1,171.36	\$1,757.04
Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

- 2.18 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 IHSS PA.
- 2.19 Supplemental Life Insurance: In addition to the life insurance benefits provided by this resolution, 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.

- 2.20 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 designated 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, before taxes, 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.
- 2.21 PERS Long-Term Care: The IHSS PA 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.
- 2.22 Dependent Care Assistance Program: The IHSS PA will continue to offer the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but 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.
- 2.23 Premium Conversion Plan: The IHSS PA will continue to offer 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.
- 2.24 Prevailing Section: To the extent that any provision of this Section (Section 2. Health, Dental, and Related Benefits) is inconsistent with any provision of any other County or IHSS PA enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other resolution or order of the Board of Supervisors acting in any of its various capacities, the provision(s) of this Section (Section 2. Health, Dental, and Related Benefits) will prevail.
- 2.25 Health Benefit Access for Employees Not Otherwise Covered: To access IHSS PA health plans, an employee who is not otherwise eligible for health coverage by the IHSS PA, must be eligible to receive an offer of coverage from the IHSS PA under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of

coverage (and qualified dependents), will be offered access to IHSS PA health insurance plans. Employees will be responsible for the full premium cost of coverage.

3. **Mileage Reimbursement** The IHSS PA will pay a mileage allowance for the use of personal vehicles on IHSS PA business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, 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 IRS, whichever is later.

#### 4. **Retirement Contributions**

- 4.10 **No IHSS PA Subvention:** Effective on October 1, 2011, 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 IHSS PA paying any part of the employees' contributions. Employees are also responsible for the payment of the employees' contributions to the retirement cost-of-living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.
- 4.11 **414H2 Participation:** The County, on behalf of the IHSS PA, will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor–Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as is required by statute.

#### 5. **New Retirement Plan**

- A. **PEPRA for Employees who become CCCERA Members on or after January 1, 2013.** For employees who, under the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by PEPRA. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.
- B. **COLA.** For employees hired on and after January 1, 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. **DISABILITY STANDARD.** For employees, who under PEPRA, become New



Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.

- D. This section 5 does not apply to employees who are safety members of the Contra Costa County Employees Retirement Association, if any.

**6. Training**

6.10 Career Development Training Reimbursement: All full-time employees are eligible for career development training reimbursement not to exceed seven hundred fifty dollars (\$750) per fiscal year. The reimbursement of training expenses includes books and is governed by any County Administrative Bulletins on Travel or Training.

6.11 Management Development Policy: Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of the Executive Director, for the purpose of developing knowledge, skills, and abilities, in the areas of supervision, management, and County policies and procedures.

The Executive Director is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

7. **Bilingual Pay Differential** A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Appointing Authority and the Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential is one hundred dollars (\$100.00) per month.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the IHSS PA, and such designations may be amended or deleted at any time.

8. **Higher Pay for Work in a Higher Classification** The County Salary Regulations notwithstanding, when an employee is required to work in a higher paid classification, the employee will receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in his/her regular position. Unless the Board has by Resolution otherwise specified, the higher pay entitlement will begin on the completion of the 40th consecutive hour in the assignment, retroactive to the beginning of the second full day of work in the assignment.

**9. Other Terms and Conditions of Employment**

9.10 Length of Service Credits: Length of service credit dates from the beginning of the last period of continuous IHSS PA employment, including temporary, provisional and permanent status and absences on an approved leave of absence; except that when an employee separates

from a permanent position in good standing and is subsequently re-employed in a permanent IHSS PA position within two (2) years from the date of separation, the period of separation will be bridged. Under these circumstances, the service credits will include all credits accumulated at the time of separation but will not include the period of separation. The service credits of an employee are determined from employee status records maintained by the Human Resources Department.

- 9.11 Administrative Provisions: The IHSS Executive Director may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.

**10. Video Display Terminal (VDT) Users Eye Examination** Employees are eligible to receive an annual eye examination on IHSS PA time and at IHSS PA expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by their department.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription VDT eyeglasses be prescribed for the employee following the examination, the IHSS PA agrees to provide, at no cost, basic VDT eye wear consisting of a ten dollar (\$10) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employees' doctor and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the Plan.

**11. Special Benefit for Permanent Employees Hired on and after January 1, 2009**

A. Beginning on April 1, 2009 and for the term of this resolution, the County will contribute one hundred and fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:

1. The employee must be hired by Contra Costa County on or after January 1, 2009.
2. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
3. The employee must have been employed by Contra Costa County for at least 90 calendar days.
4. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.

5. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.

6. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.

B. No Cross Crediting: The amounts contributed by the employee and the County pursuant to this Section do not count towards the “Qualifying Base Contribution Amount” or the “Monthly Contribution Required to Maintain Incentive Program Eligibility” set forth in Section 14. Similarly, the amounts contributed by the employee and the County pursuant to Section 14 do not count towards the employee’s \$25 per month minimum contribution required by this Section.

C. Maximum Annual Contribution: All of the employee and County contributions set forth in Sections 11 and 14 will be added together to ensure that the annual maximum contribution to the employee’s deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.



## **II. BENEFITS ONLY FOR MANAGEMENT AND EXEMPT EMPLOYEES OF IHSS PA**

Management and Exempt employees of the IHSS PA will receive the benefits set forth in Part I and also the following additional benefits:

### **12. Overtime Provisions**

12.10 No Overtime Pay, Holiday Pay, or Comp Time: Management and exempt employees are not entitled to receive overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List.

12.11 Overtime Exempt Exclusion List: Employees in unrepresented, management, and exempt classifications are overtime exempt and are not eligible for overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Instead, these employees are awarded Annual Management Administrative Leave in recognition of the extra burden their job responsibilities may sometimes place on their work schedules. However, unrepresented, management, and exempt employees may be made eligible for overtime pay if their names are placed on the Overtime Exempt Exclusion List by the County Administrator's Office. Employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay, only. These employees are NOT eligible for holiday pay, overtime compensatory time, or holiday compensatory time. Employees on the Overtime Exempt Exclusion List are also NOT eligible for Annual Management Administrative Leave for the quarter they are on the Overtime Exempt Exclusion List. The policies and procedures for the Overtime Exempt Exclusion List are set forth in the County Administrator's memo of November 6, 2002, as may be amended.

Employees may be approved for placement on the Overtime Exempt Exclusion List if and when they are assigned to a special or temporary project or task that requires persistent, excess work hours, without relief from their regular job duties. Overtime pay will not be authorized as a means to address normal staffing or operational issues.

12.12 Overtime Pay: Employees on the Overtime Exempt Exclusion List will be compensated at one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized work exceeding eight (8) hours in a day or forty (40) hours in a work week.

### **13. Management Longevity Pay**

#### **13.10 Ten Years of Service:**

Employees who have completed ten (10) years of service for the IHSS PA are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in

which the employee qualifies for the ten (10) year service award.

**13.11 Fifteen Years of Service:**

Employees who have completed fifteen (15) years of service for the IHSS PA are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.

**14. Deferred Compensation.**

A. Deferred Compensation Incentive. The IHSS PA will contribute eighty-five dollars (\$85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

<u>Employees with Current Monthly Salary of:</u>	<u>Qualifying Base Contribution Amount</u>	<u>Monthly Contribution Required to Maintain Incentive Program Eligibility</u>
\$2,500 and below	\$250	\$50
\$2,501 – 3,334	\$500	\$50
\$3,335 – 4,167	\$750	\$50
\$4,168 – 5,000	\$1,000	\$50
\$5,001 – 5,834	\$1,500	\$100
\$5,835 – 6,667	\$2,000	\$100
\$6,668 and above	\$2,500	\$100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty-five dollar (\$85) Deferred Compensation Incentive. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

B. Eligibility for Loan Program. Employees are eligible to apply for loans from the Contra Costa County Deferred Compensation Plan loan program established by the Board of Supervisors on June 26, 2012, by Resolution No. 2012/298.

**15. Annual Management Administrative Leave**

- A. On January 1<sup>st</sup> of each year, full-time management and exempt employees in paid status will be credited with ninety four (94) hours of paid Management Administrative Leave. This time is non-accruable and all balances will be zeroed out on December 31 of each year.
- B. Permanent part-time employees are eligible for Management Administrative Leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for Management Administrative Leave.
- C. Employees appointed (hired or promoted) to management or exempt positions are eligible for Management Administrative Leave on the first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.
- D. Management and exempt employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the employee is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave.

**16. Management Life Insurance** Employees are covered at IHSS PA expense by term life insurance in the amount of fifty seven thousand dollars (\$57,000) in addition to the insurance provided under Section 2.18.

**17. Professional Development Reimbursement** Management and exempt employees are eligible for reimbursement of up to six hundred twenty-five dollars (\$625) for each two (2) year period beginning on January 1, 1999, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Executive Director approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Each professional development reimbursement request must be approved by the Executive Director and submitted through the regular County demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be answered by the Office of the County Administrator.

**18. Sick Leave Incentive Plan** Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for



employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is subject to the following conditions:

- A. The employee must have resigned in good standing.
- B. Payout is not available if the employee is eligible to retire.
- C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.
- D. Payout is by the following schedule:

<u>Years of Payment Continuous Service</u>	<u>Payment of Unused Sick Leave Payable</u>
3 – 5 years	30%
5 – 7 years	40%
7 plus years	50%

- E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.
- F. It is the intent of the Board of Supervisors that payments made pursuant to this section are in lieu of County retirement benefits resulting from employment by this County, the IHSS PA, or by Districts governed by this Board.

19. **Long-Term Disability Insurance** The IHSS PA will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five (85%) of total monthly base earnings reduced by any deductible benefits.

### **III. SPECIAL BENEFITS FOR DESIGNATED CLASSIFICATIONS**

#### **20. Longevity Pay for Clerical Support Staff**

Effective on July 1, 2008, employees in the classifications listed below, who have completed ten (10) years of service for the IHSS PA, are eligible to receive a two and one-half percent (2.5%) longevity differential, effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.

#### **Eligible Classifications:**

This section only applies to the following classifications:

- 8IH4 Office Manager/Secretary - PA
- 8IH6 Public Authority Benefits Clerk
- 8IH7 Public Authority Senior Benefits Clerk
- 8IH8 Public Authority 311 Benefits Clerk

Exhibit A  
All Employees

Job Code	Job Title
8IH9	ADMINISTRATIVE SVCS ASST II-PA
8IH4	OFFICE MANAGER/SECRETARY-PA
8IH2	PROGRAM MANAGER-PUBLIC AUTH
8IH0	PUB AUTH SECRETARY - ADVANCED
8IH8	PUBLIC AUTH 311 BENEFITS CLERK
8IH5	PUBLIC AUTH ACCOUNT CLERK SUPV
8IH6	PUBLIC AUTH BENEFITS CLERK
8IH1	PUBLIC AUTH EXECUTIVE DIRECTOR
8IH7	PUBLIC AUTH SR BENEFITS CLERK
8IH3	REGISTRY/TRAINING SPECLST-PA

Exhibit B  
Management and Exempt Employees

Job Code	Job Title
8IH9	ADMINISTRATIVE SVCS ASST II-PA
8IH4	OFFICE MANAGER/SECRETARY-PA
8IH2	PROGRAM MANAGER-PUBLIC AUTH
8IH0	PUB AUTH SECRETARY - ADVANCED
8IH5	PUBLIC AUTH ACCOUNT CLERK SUPV
8IH1	PUBLIC AUTH EXECUTIVE DIRECTOR
8IH3	REGISTRY/TRAINING SPECLST-PA





Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 13, 2015

Subject: Revised Management Benefits Resolution No. 2015/386, which Supersedes Resolution No. 2015/3

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/386, which supersedes Resolution No. 2015/3, regarding compensation and benefits for the County Administrator, County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented employees to reflect changes, as recommended by the County Administrator.

**FISCAL IMPACT:**

The terms and conditions set forth in this action have an estimated FY 2015-16 cost of \$275,000, given current health plan enrollment.

**BACKGROUND:**

Historically, the wages and benefits granted by the County to its department heads, managers, and unrepresented employees have paralleled the wages and benefits negotiated by the County with its various labor organizations. In summary, the modifications described below modify the benefits for specified groups of unrepresented employees, and make technical non-substantive corrections.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 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: Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources, Ann Elliott, Employee Benefits Manager

## BACKGROUND: (CONT'D)

>

The attached Management Resolution has been modified in the following ways:

1. The face sheet now provides that to the extent the Management Benefits Resolution is inconsistent with the County's Administrative Bulletins, Salary Regulations, and Personnel Management Regulations, the terms of the Resolution govern;
2. Section 2.11 is amended to add a high deductible health plan option, and beginning January 1, 2018, certain high cost employer-sponsored health plans will be eliminated;
3. An Employee +1 Dependent option is added to the premium subsidy structure in section 2.12;
4. New section 2.12.1 Medical Plan Cost-Sharing on and after January 1, 2016 is added to provide three tiered Health plan premium cost-sharing for the 2016 Plan Year and beyond;
5. Health plan premium subsidy amounts listed for employees participating in CalPERS are corrected in section 2.19;
6. New section 2.32 Health Benefit Access for Employees Not Otherwise Covered is added to provide access to health plans at employee expense for employees not otherwise eligible for coverage in compliance with the federal Patient Protection and Affordable Care Act;
7. New section 30.12 Law School Loan Reimbursement Program is added. Unrepresented attorneys, other than the District Attorney, County Counsel, and Public Defender, will be eligible to receive limited reimbursement for law school loans in the same amount and on terms similar to those applicable to represented attorneys;
8. New section 56 Countywide Accounting Differential is added to provide a pay differential for specified classifications with responsibility for ensuring the system-wide fiscal integrity of the County and its dependent special districts; and
9. The job title of District Attorney is corrected in sections 21, 25, and 30.13.

## CONSEQUENCE OF NEGATIVE ACTION:

If the action is not taken, employees will not have access to a new high deductible health plan, a three tier cost structure, or improved employer subsidies to health plans.

## ATTACHMENTS

Resolution No. 2015/386

Body of Management Resolution No. 2015/386

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

Adopted this Resolution on 10/13/2015 by the following vote:

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



**Resolution No. 2015/386**

**In The Matter Of:** Benefits and Other Compensation for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees for the Period from October 1, 2015 through June 30, 2016 and Until Further Order

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

Effective upon adoption and continuing to June 30, 2016, and until further order of the Board, the Board adopts the attached program of compensation and benefits for County Elected and Appointed Department Heads, Management Employees, Exempt Employees, and Unrepresented Employees. Except for Resolution No. 2002/608 (excluding inconsistent provisions concerning the amount of employee contributions for retirement benefits), as amended, this Resolution supersedes all previous resolutions providing compensation and benefits for the employees listed herein, including but not limited to Resolution No. 2015/3.

Unless expressly provided otherwise, this Resolution is subject to the provisions of resolutions providing general and pay equity salary adjustments, to the 1937 County Employees Retirement Act, and to the Public Employees Pension Reform Act. This Resolution is also subject to Administrative Bulletins, the County Salary Regulations, and the County Personnel Management Regulations; however, to the extent this Resolution is inconsistent with any of these bulletins or regulations, the terms of this Resolution shall prevail. This Resolution does not authorize compensation and benefits for any employees of the Contra Costa Superior Court, the Contra Costa County Employees Retirement Association or for any management employee who is represented by an employee organization with a Memorandum of Understanding.

Management and Unrepresented employees include employees in Classified, Project, and Exempt classifications. Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees who work full-time or part-time, twenty (20) or more hours per week.

The full text of this Resolution is attached. Also attached are the following exhibits:

I. **BENEFITS FOR MANAGEMENT, EXEMPT AND UNREPRESENTED EMPLOYEES** are provided for those classes listed in **Exhibit A**.

II. **BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES** are provided for those classes listed in Exhibit A, except for the classes listed in **Exhibit B**.

III. **BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS** are provided for those classes listed in **Exhibit C**.

IV. **SPECIAL BENEFITS FOR MANAGEMENT EMPLOYEES BY DEPARTMENT OR CLASS** are provided as indicated in each section.

V. **DEPARTMENT HEADS AND THEIR CHIEF ASSISTANTS** for purposes of Section 23 are listed in **Exhibit D**.

VI. **CALPERS HEALTH PLAN CLASSES** for purposes of Section 2 are listed in **Exhibit E**.

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: October 13, 2015**

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

By: , Deputy

**cc:** Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources, Ann Elliott, Employee Benefits Manager



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**RESOLUTION NO. 2015/386**

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*[end]*

## **I. BENEFITS FOR MANAGEMENT, EXEMPT, AND UNREPRESENTED EMPLOYEES**

### **1. Leaves With and Without Pay**

- 1.10 Holidays: The County will observe the following holidays during the term covered by this Resolution:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

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

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

- 1.11 Definitions:

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

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 a "workweek" as defined below.

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

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.

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 hour (36) 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 eight (8) hour day.

Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Schedules: For employees on regular, flexible, alternate, and 4/10 schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday. For employees who work in a twenty-four (24) hour facility in the Contra Costa Regional Medical Center 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.

Workweek for Employees on a 9/80 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 work day. The end time of the workweek is four (4) hours after the start time of the eight (8) hour work day. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours).

- 1.12 Holidays Observed: Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County.
- 1.13 Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules: When a holiday falls on the regularly scheduled day off of any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and workweek as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick-leave accruals. If the approved day off is a ten (10) hour workday, 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.
- 1.14 Holiday 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 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 multiplied by 8=4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "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 ("scheduled work hours") is less than the employee's part-time employee's holiday hours, the employee also is 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 the employee's scheduled work hours and the employee's 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 (scheduled work hours) 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 employee's 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.

1.15 No Overtime Pay, Holiday Pay, or Comp Time: Unrepresented, management, and exempt employees are not entitled to receive overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List (see Section 11).

1.16 Personal Holiday Credit:

A. County Librarian. The County Librarian is entitled to accrue two (2) hours of personal holiday credit each month. The County Librarian may accrue no more than twenty four (24) hours of personal holiday credit. On separation from County service, the County Librarian will be paid for any unused personal holiday credit hours at his/her then current rate of pay, up to a maximum of twenty four (24) hours.

B. Other Employees. Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.

1.17 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 11 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288

14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

However, for the Director of Employment and Human Services (job code XAA2, County Welfare Director) only, the monthly accrual amount is 12 hours for the first 13 years of County service and the maximum cumulative hours is 240 for the first 11 years of County service. Thereafter, the Director is subject to the maximums set forth in the above chart.

Each employee is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

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.

- 1.18 Sick Leave: Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and Administrative Bulletin No. 411.7 (Sick Leave Policy) adopted on October 17, 1997, as periodically amended.
- 1.19 Part-Time Employees: Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.
- 1.20 Family Care Leave: The provisions of Section 1006.3 of the Personnel Management Regulations and Resolution No. 94/416, as amended, relating to Leaves of Absence and Family Care Medical Leave apply to all employees covered by this Resolution, except that such employees are not entitled to Family Care or Medical Leave on a calendar year basis. Instead, such employees are entitled to at least eighteen (18) weeks of leave in a "rolling" twelve (12) month period, which period is to be measured backward from the date the employee uses FMLA leave.
- 1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Personnel Management Regulations, as amended, relating to the use of accruals while on leave without pay, apply to all employees covered by this Resolution.

## **2. Health, Dental, and Related Benefits**

2.10 Application:

- a. Employees in classifications who receive health care coverage from County Plans: The following Sections apply to all employees in classifications covered by this Resolution who receive health care coverage from County Plans and do not receive health plan coverage through CalPERS: Section 2.11 "Health Plan Coverages," Section 2.12, "Monthly Premium Subsidy," Section 2.12.1 "Medical Plan Cost-Sharing on and after January 1, 2016," Section 2.13 "Retirement Coverage," Section 2.14 "Layoff and Other Loss of Coverage," Section 2.15 "Health Plan Coverages and Provisions," and Section 2.16 "Family Member Eligibility."
- b. Employees in classifications who receive health care coverage from CalPERS: The following Sections apply to all employees in the classifications listed in Exhibit E: Section 2.17 "CalPERS Controls," Section 2.18 "Contra Costa Health Plan (CCHP)," Section 2.19 "CalPERS Health Plan Monthly Premium Subsidy," Section 2.20 "CalPERS Retirement Coverage," Section 2.21 "CalPERS Premium Payments," and Section 2.22 "Dental Plan - CalPERS Participants."
- c. General provisions: The following Sections apply to all employees in all the classifications covered by this Resolution: Section 2.23 "Dual Coverage," Section 2.24 "Life Insurance Benefit Under Health and Dental Plans," Section 2.25 "Supplemental Life Insurance," Section 2.26 "Catastrophic Leave Bank," Section 2.27 "Health Care Spending Account," Sections 2.28 "PERS Long-Term Care," Section 2.29 "Dependent Care Assistance Program," Section 2.30 "Premium Conversion Plan," and Section 2.31 "Prevailing Section," Section 2.32 "Health Benefit Access for Employees Not Otherwise Covered."

**2.A. Employees In Classifications Who Receive Health Care Coverage From County Plans**

- 2.11 Health Plan Coverages: The County will provide the medical and dental coverage for Management, Exempt, and Unrepresented employees and for their eligible family members, expressed in one of the Medical 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)

Medical Plans:

All employees will have access to the following medical plans:

1. CCHP Plan A & Plan B
2. Kaiser Permanente Plan A & Plan B
3. Health Net HMO Plan A & Plan B
4. Health Net PPO Plan A
5. Kaiser High Deductible Health Plan

Health Net PPO Plan B will be eliminated for all employees beginning January 1, 2018.

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081), such plan(s) will be eliminated for all employees beginning January 1, 2018.

2.12 Monthly Premium Subsidy:

- a. The monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, 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:

<b><u>Health &amp; Dental Plans</u></b>	<b><u>Employee</u></b>	<b><u>Employee +1 Dependent</u></b>	<b><u>Employee +2 or More Dependents</u></b>
Contra Costa Health Plans (CCHP), Plan A	\$509.92	\$1,214.90	\$1,214.90
Contra Costa Health Plans (CCHP), Plan B	\$528.50	\$1,255.79	\$1,255.79
Kaiser Permanente Health Plans	\$478.91	\$1,115.84	\$1,115.84
Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
Kaiser High Deductible Health Plan	\$478.91	\$1,115.84	\$1,115.84
Delta Dental with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare (PMI) with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare (PMI) with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare (PMI) without a Health Plan	\$27.31	\$59.03	\$59.03

- b. If the County contracts with a medical or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that health plan for employees and their eligible family members.
- c. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical or



dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

**2.12.1 Medical Plan Cost-Sharing on and after January 1, 2016:**

- a. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 2.12.a. In total, the County will pay the following amounts for the 2016 plan year:

<u>Medical Plans</u>	<u>Employee</u>	<u>Employee +1 Dependent</u>	<u>Employee +2 or More Dependents</u>
Contra Costa Health Plans (CCHP), Plan A	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$445.04	\$881.68	\$1,407.40
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan	\$447.04	\$916.72	\$1,387.40

- b. For the plan year that begins on January 1, 2017, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 2.12.1.a., above, for medical plans.
- c. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in 2.12.1.b, above, the following are the 2016 total monthly medical plan premium amounts:

<u>Medical Plans</u>	<u>Employee</u>	<u>Employee +1 Dependent</u>	<u>Employee +2 or More Dependents</u>
Contra Costa Health Plans (CCHP), Plan A	\$657.08	\$1,314.15	\$1,971.23
Contra Costa Health Plans (CCHP), Plan B	\$728.38	\$1,456.77	\$2,185.15
Kaiser Permanente Health Plan A	\$749.80	\$1,499.60	\$2,249.39
Kaiser Permanente Health Plan B	\$585.68	\$1,171.36	\$1,757.04
Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

2.13 Retirement Coverage:

a. Upon Retirement:

1. Upon retirement and for the term of this resolution, 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 2.12(a) for eligible retirees and their eligible family members.

2. Any person who becomes age 65 on or after January 1, 2009 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after January 1, 2009 and their eligible family members, no monthly premium subsidy will be paid by the County for any health 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 and/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. This provision does not apply to any member of the Board of Supervisors who was a County employee when elected to the Board of Supervisors with a County employee hire date that is earlier than January 1, 2009.

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:

- i. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
- ii. 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;  
iii. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and  
iv. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.

4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage as similarly situated retirees who did not defer retirement.

8. This subpart b "Employees Who File for Deferred Retirement" does not apply to any employee in any classification listed in Exhibit E.

- 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 Resolution.

- d. Subject to the provisions of Section 2.13, subparts (a), (b), and (c), and upon retirement and for the term of this resolution, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: County Elected and Appointed Department Heads, Management Employees, Exempt Employees, Unrepresented Employees, and each employee who retired from a position or classification that was unrepresented at the time of his or her retirement.
- e. For purposes of this Section 2.13 only, "eligible family members" does not include Survivors of employees or retirees.

2.14 Layoff and Other Loss of Coverage:

- a. If a husband and wife both work for the County and one (1) of them is laid off, the remaining employee, if eligible, will be allowed to enroll or transfer into the health and/or dental coverage combination of his/her choice.
- b. An eligible employee who loses medical or dental coverage through a spouse or partner not employed by the County will be allowed to enroll or transfer into the County health and/or dental plan of his/her choice within thirty (30) days of the date coverage is no longer afforded under the spouse's plan.

2.15 Health Plan Coverages and Provisions: The following provisions are applicable to 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 and permanent-intermittent employees may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
- b. Employee Contribution Deficiencies: The County's contributions to the Health Plan and/or Dental Plan premiums are payable for any month in which the employee is paid. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the unpaid amount to the Auditor-Controller. The responsibility for this payment rests solely with the employee.



- c. Leave of Absence: The County will continue to pay the County shares of health and/or dental plan premiums for enrolled employees who are on an approved paid or unpaid leave of absence for a period of thirty (30) days or more provided the employee's share of the premiums is paid by the employee.
- d. 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.

2.16 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 over age 26, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child attainment of age 19.
- 2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

- 1. Eligible Dependents:
  - a. Employee's legal spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) under age 19; or
    - (2) Age 19 or above, but under age 24; and who
      - 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 over age 19, unmarried, and 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, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

**2.B. Employees In Classifications Who Receive Health Care Coverage From CalPERS**

2.17 CalPERS Controls: The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA, and the administration of PEMHCA by CalPERS, controls on all health plan issues for employees who receive health care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.

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

2.19 CalPERS Health Plan Monthly Premium Subsidy: The County's subsidy to the CalPERS monthly health plan premiums is as provided below. The employee must pay any CalPERS health plan premium costs that are greater than the County's subsidies identified below.

- a. County Health Plan Premium Subsidy. Beginning on January 1, 2010, and for each calendar year thereafter, the amount of the County premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the CalPERS statutory minimum employer monthly health plan premium subsidy or the following monthly health plan premium subsidy, whichever is greater:

Employee/Retiree/Survivor Only	\$472.57
Employee/Retiree/Survivor & One Dependent	\$945.13
Employee/Retiree/Survivor & Two or more Dependents	\$1228.67

- b. In the event that the County health plan premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable health plan premium.

- 2.20 CalPERS Retirement Coverage: Government Code section 22892 applies to all employees in those classifications listed in Exhibit E.
- 2.21 CalPERS Premium Payments: Employee participation in any CalPERS health plan is contingent upon the employee authorizing payroll deduction by the County of the employee's share of the premium cost. If an employee's compensation in any month (including during a leave of absence) is not sufficient to pay the employee's share of the premium, the employee must pay the difference to the Auditor-Controller. The responsibility for this payment rests solely with the employee.
- 2.22 Dental Plan - CalPERS Participants:
- a. Employees in the classifications listed in Exhibit E may participate in any available County Group Dental Plan. The County may change dental plan providers at any time during the term of this resolution.
  - b. Dental Plan Monthly Premium Subsidy. On and after January 1, 2010, the provisions of Section 2.12 "Monthly Premium Subsidy," relating to the County subsidies for dental coverage, apply to all classifications listed in Exhibit E.
  - c. As to dental coverage only, the following Sections apply to all classifications listed in Exhibit E: Section 2.13 "Retirement Coverage," Section 2.14 "Layoff and Other Loss of Coverage," Section 2.15 "Health Plan Coverages and Provisions," and Section 2.16 "Family Member Eligibility Criteria."

**2.C. All Employees**

- 2.23 Dual Coverage:
- a. Each employee and retiree may be covered by only a single County health (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 2.16, 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 2.23 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.

- 2.24 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.
- 2.25 Supplemental Life Insurance: In addition to the life insurance benefits provided by this resolution, 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.
- 2.26 Catastrophic Leave Bank: All employees are included in the Catastrophic Leave Bank and may designate a portion of accrued vacation, compensatory time, holiday compensatory time, or personal holiday credit to be deducted from the donor's existing balances and credited to the bank or to a specific eligible employee.
- a. The County Human Resources Department operates 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 personal holiday credit 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 that manifests itself during employment.
  - b. The plan is administered under the direction of the Director of Human Resources. The Human Resources Department is 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 is 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 will meet once a



month, if necessary, to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will 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.

- c. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.
- d. To receive credits under this plan, an employee must have permanent status, 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.
- e. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, personal holiday, compensatory time or holiday compensatory time accounts. Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.
- f. 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.
- g. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.
- h. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.
- i. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is 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 may limit benefits in accordance with available contributions and 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.

- j. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.
- 2.27 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 designated 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, before taxes, 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.
- 2.28 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.
- 2.29 Dependent Care Assistance Program: The County will continue to offer the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but 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.
- 2.30 Premium Conversion Plan: The County will continue to offer 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.
- 2.31 Prevailing Section: To the extent that any provision of this Section (Section 2. Health, Dental, and Related Benefits) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other resolution or order of the Board of Supervisors, the provision(s) of this Section (Section 2. Health, Dental, and Related Benefits) will prevail.
- 2.32 Health Benefit Access for Employees Not Otherwise Covered: To access County health plans, an employee who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act

("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage.

3. **Personal Protective Equipment:** The County will reimburse employees for safety shoes and prescription safety eyeglasses in those Management, Exempt and Unrepresented classifications which the County Administrator has determined eligible for such reimbursement.

3.10 Safety Shoes. The County will reimburse eligible employees for the purchase and repair of safety shoes in an amount not to exceed two hundred seventy-five dollars (\$275) for each two (2) year period beginning on January 1, 2002. There is no limit on the number of shoes or repairs allowed.

3.11 Safety Eyeglasses. The County will reimburse eligible Management, Exempt and Unrepresented employees for prescription safety eyeglasses which are approved by the County and are obtained from an establishment approved by the County.

4. **Mileage Reimbursement:** The County will pay a mileage allowance for the use of personal vehicles on County business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, 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 IRS, whichever is later.

5. **Retirement Contributions:**

5.10 No County Subvention. Effective on October 1, 2011, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost-of-living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. Except as provided in Section 36 (District Attorney Investigator - Safety Employees Retirement Tier) Section 44 (Probation - Safety Employees Retirement Tiers) and Section 53 (Safety Employees Retirement Tiers- Miscellaneous Safety Classifications), the County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

5.11 414H2 Participation. The County will continue to implement Section 414(h) (2) of the Internal Revenue Code which allows the County Auditor–Controller to reduce the gross monthly pay of employees by an amount equal to the

employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as required by statute.

**6. New Retirement Plan:**

- A. PEPRA for Employees who become CCCERA Members on or after January 1, 2013. For employees who, under the California Public Employees Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012), become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by PEPRA. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.
- B. COLA. For employees hired by the County on and after January 1, 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. DISABILITY STANDARD. For employees, who under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.
- D. This section 6 does not apply to employees who are safety members of the Contra Costa County Employees Retirement Association.

**7. Training:**

- 7.10 Career Development Training Reimbursement: All full-time employees (excluding attorney classes) are eligible for career development training reimbursement not to exceed seven hundred fifty dollars (\$750) per fiscal year. The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.
- 7.11 Management Development Policy: Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of their Department Head, for the purpose of developing knowledge, skills, and abilities in the areas of supervision, management, and County policies and procedures. Up to thirty (30) hours of such training time is recommended annually.
  - a. Departments are encouraged to provide for professional development training exceeding thirty (30) hours annually for people newly promoted to positions of direct supervision.
  - b. To encourage personal and professional growth, the County provides reimbursement for certain expenses incurred by employees for job-related

training (required training and career development training/education). Provision for eligibility and reimbursement is identified in Administrative Bulletin 112.9.

- c. The Department Head is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

8. **Bilingual Pay Differential:** A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Appointing Authority and the Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during any given month. The differential is one hundred dollars (\$100.00) per month.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County, and such designations may be amended or deleted at any time.

9. **Higher Pay for Work in a Higher Classification:** The County Salary Regulations notwithstanding, when an employee is required to work in a higher paid classification, the employee will receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in his/her regular position. Unless the Board has by Resolution otherwise specified, the higher pay entitlement will begin on the completion of the 40th consecutive hour in the assignment, retroactive to the beginning of the second full day of work in the assignment.

10. **Workers' Compensation and Continuing Pay:** For all accepted workers' compensation claims filed with the County during calendar year 2007, employees will receive eighty percent (80%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. For all accepted workers' compensation claims filed with the County on or after January 1, 2008, employees will receive seventy five percent (75%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Pay based on accepted workers' compensation claims filed before January 1, 2007, but after December 31, 1999, will be paid as provided in Resolution No. 2006/22. Pay based on accepted workers' compensation claims filed before January 1, 2000, will be paid as provided in resolution No. 96/488. If workers' compensation benefits become taxable income, the County will restore the former benefit level, one hundred percent (100%) of regular monthly salary.

- 10.10 **Waiting Period:** There is a three (3) calendar day waiting period before workers' compensation benefits commence. If the injured worker loses any time on the date of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of the injury, the waiting period is the first three (3) days following the date of the injury. The



time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for workers' compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

- 10.11 Continuing Pay: A permanent employee will receive the applicable percentage of regular monthly salary in lieu of workers' compensation during any period of compensable temporary disability not to exceed one year. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation under workers' compensation law set forth in Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section will terminate. No charge will be made against sick leave or vacation for these salary payments. Sick leave and vacation rights do not accrue for those periods during which continuing pay is received. Employees are entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary workers' compensation benefits commence and continues until either the member is declared medically permanent/stationary, 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 must be cleared through the County Administrator's Office, Risk Management Division.

- 10.12 Physician Visits: Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee is allowed time off, up to three (3) hours for such treatment, without loss of pay or benefits. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled workday whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.
- 10.13 Labor Code §4850 Exclusion: The foregoing provisions for workers' compensation and continuing pay are inapplicable in the case of employees entitled to benefits under Labor Code Section 4850.

## **11. Other Terms and Conditions of Employment**

- 11.10 Overtime Exempt Exclusion: Employees in unrepresented, management, and exempt classifications are overtime exempt and are not eligible for overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Instead, these employees are awarded Annual Management Administrative Leave in recognition of the extra burden their job responsibilities may sometimes place on their work schedules. However, unrepresented, management, and exempt employees may be made eligible for overtime pay if their names are placed on the Overtime Exempt Exclusion List by the County Administrator's Office. Employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay, only. These employees are NOT eligible for holiday pay, overtime compensatory time, or holiday compensatory time. Employees on the Overtime Exempt Exclusion List are also NOT eligible for Annual Management Administrative Leave for the quarter they are on the Overtime Exempt Exclusion List. The policies and procedures for the Overtime Exempt Exclusion List are set forth in the County Administrator's memo of November 6, 2002, as may be amended.

Employees may be approved for placement on the Overtime Exempt Exclusion List if and when they are assigned to a special or temporary project or task that requires persistent, excess work hours, without relief from their regular job duties. Overtime pay will not be authorized as a means to address normal staffing or operational issues.

- 11.11 Overtime: Employees on the Overtime Exempt Exclusion List will be compensated at one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized work exceeding eight (8) hours in a day or forty (40) hours in a week.
- 11.12 Length of Service Credits: Length of service credit dates from the beginning of the last period of continuous County employment, including temporary, provisional and permanent status and absences on an approved leave of absence; except that when an employee separates from a permanent position in good standing and is subsequently re-employed in a permanent County position within two (2) years from the date of separation, the period of separation will be bridged. Under these circumstances, the service credits will include all credits accumulated at the time of separation but will not include the period of separation. The service credits of an employee are determined from employee status records maintained by the Human Resources Department.
- 11.13 Mirror Classifications: As determined in the sole discretion of the Director of Human Resources, employees in unrepresented job classifications that mirror Management, represented or unrepresented job classifications may receive the salary and fringe benefits that are received by employees in the mirror classification.

11.14 Deep Classes: No provision of this Resolution regarding terms and conditions of employment supersedes any provision of any Deep Class Resolution.

11.15 Administrative Provisions: The County Administrator may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.

## **II. BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES**

Management and Exempt employees will receive the benefits set forth in Part I and also the following additional benefits:

### **12. Management Longevity Pay:**

#### **12.10 Ten Years of Service:**

- a. Employees who have completed ten (10) years of service for the County are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
- b. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the terms of this Resolution are eligible to receive a five percent (5%) longevity differential upon the completion of ten years of service effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.
- c. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.
- d. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than ten (10) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

#### **12.11 Fifteen Years of Service:**

- a. Employees who have completed fifteen (15) years of service for the

County are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.

- b. In lieu of subsection a, employees in positions ineligible to receive vacation or sick leave accruals or to convert a portion of those accruals to cash under the terms of this Resolution are eligible to receive an additional two and one-half percent (2.5%) longevity differential upon the completion of fifteen (15) years of service effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.
- c. This section does not apply to employees who are eligible to receive the District Attorney Inspectors Longevity Differential set forth in Section 34 or the Sheriff Law Enforcement Longevity Differential set forth in Section 49.
- d. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.
- e. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than fifteen (15) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

### **13. Deferred Compensation:**

A. Deferred Compensation Incentive. The County will contribute eighty-five dollars (\$85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

Employees with Current Monthly <u>Salary of:</u>	Qualifying Base Contribution <u>Amount</u>	Monthly Contribution Required to Maintain Incentive Program <u>Eligibility</u>
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\$2,500 and below	\$250	\$50
\$2,501 – 3,334	\$500	\$50
\$3,335 – 4,167	\$750	\$50
\$4,168 – 5,000	\$1,000	\$50
\$5,001 – 5,834	\$1,500	\$100
\$5,835 – 6,667	\$2,000	\$100
\$6,668 and above	\$2,500	\$100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty-five dollar (\$85) Deferred Compensation Incentive. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

**B. Special Benefit for Permanent Employees Hired on and after January 1, 2009.**

1. Beginning on April 1, 2009 and for the term of this resolution, the County will contribute one hundred and fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:

- a. The employee must be hired by Contra Costa County on or after January 1, 2009.
- b. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
- c. The employee must have been employed by Contra Costa County for at least 90 calendar days.
- d. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.
- e. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.
- f. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.



C. No Cross Crediting. The amounts contributed by the employee and the County pursuant to Subsection B do not count towards the “Qualifying Base Contribution Amount” or the “Monthly Contribution Required to Maintain Incentive Program Eligibility” in Subsection A. Similarly, the amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee’s \$25 per month minimum contribution required by Subsection B.

D. Maximum Annual Contribution. All of the employee and County contributions set forth in Subsections A and B will be added together to ensure that the annual maximum contribution to the employee’s deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.

E. Eligibility for Loan Program. All employees are eligible to apply for loans from the Contra Costa County Deferred Compensation Plan loan program established by the Board of Supervisors on June 26, 2012, by Resolution No. 2012/298.

**14. Annual Management Administrative Leave:**

- A. On January 1<sup>st</sup> of each year, all full-time unrepresented, management, and exempt employees in paid status will be credited with ninety four (94) hours of paid Management Administrative Leave. All Management Administrative Leave time is non-accruable and all balances will be zeroed out on December 31 of each year.
- B. Permanent part-time employees are eligible for Management Administrative Leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for Management Administrative Leave.
- C. Employees appointed (hired or promoted) to unrepresented, management, or exempt positions are eligible for Management Administrative Leave on the first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.
- D. Unrepresented, management, and exempt employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the employee is on the List. The 25% reduction will be deducted from the employee’s current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave. This section does not apply to the unrepresented, management, and exempt attorneys of the Offices of the District Attorney, County Counsel, and Public Defender. (See Section 31.)

**15. Management Life Insurance:** Employees are covered at County expense by term life insurance in the amount of fifty seven thousand dollars (\$57,000) in addition to the insurance provided in Section 2.24.

**16. Vacation Buy Back:**

**A. Employees Hired Before April 1, 2011:**

1. Employees hired before April 1, 2011, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once every thirteen (13) months and there must be at least 12 full months between each election; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any one sale is one-third (1/3) of the annual accrual.

2. Lump Sum Payments. Where a lump-sum payment is made to employees as a retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.

**B. Employees Hired On and After April 1, 2011 and the County Librarian:**  
Employees hired on and after April 1, 2011, and the County Librarian may not elect payment of their vacation accruals, unless the employee was eligible for a Vacation Buy Back benefit before being promoted into any classification covered by this Resolution.

**17. Professional Development Reimbursement:** Employees (excluding Department Heads, their Chief Assistant(s), Engineering Managers, and all Attorney classes) are eligible for reimbursement of up to six hundred twenty-five dollars (\$625) for each two (2) year period beginning on January 1, 1999, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

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). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be answered by the Office of the County Administrator.

18. **Sick Leave Incentive Plan:** Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is subject to the following conditions:

- A. The employee must have resigned in good standing.
- B. Payout is not available if the employee is eligible to retire.
- C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.
- D. Payout is by the following schedule:

<u>Years of Payment Continuous Service</u>	<u>Payment of Unused Sick Leave Payable</u>
3 – 5 years	30%
5 – 7 years	40%
7 plus years	50%

- E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.
- F. It is the intent of the Board of Supervisors that payments made pursuant to this section are in lieu of County retirement benefits resulting from employment by this County or by Districts governed by this Board.

19. **Video Display Terminal (VDT) Users Eye Examination:** Employees are eligible to receive an annual eye examination on County time and at County expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by their department.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription VDT eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic VDT eye wear consisting of a ten dollar (\$10) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employees' doctor and solely at the employee's expense, include blended lenses

and other care, services or materials not covered by the Plan.

20. **Long-Term Disability Insurance:** The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five (85%) of total monthly base earnings reduced by any deductible benefits.

### **III. BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS**

Department Heads will receive the benefits set forth in Part I and Part II and the following additional benefits:

21. **Executive Automobile Allowance:**

A. Elected Department Heads

The below-listed elected Department Heads are eligible to receive a \$600 per month automobile allowance plus mileage for miles driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the elected Department Head must use a private automobile for County business.

Assessor (DAA1)  
Auditor–Controller (SAA1)  
Clerk–Recorder (ALA1)  
District Attorney (2KA1)  
Treasurer–Tax Collector (S5A1)

The Sheriff-Coroner (6XA1) is eligible to receive a \$500 per month automobile allowance plus mileage for miles driven inside and outside of Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the Sheriff-Coroner must use a private automobile for County business.

B. Appointed Department Heads appointed prior to February 1, 2012

The below-listed Department Heads who were appointed to their positions prior to February 1, 2012 are eligible to receive a \$600 per month automobile allowance plus mileage for miles driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the appointed Department Head must use a private automobile for County business.

County Administrator (ADA2)  
Chief Assistant County Administrator (ADB1)  
County Counsel (2EA1)  
County Probation Officer (7AA1)  
Director of Animal Services (BJA1)

Director of Child Support Services (SMA1)  
Director of Conservation and Development (4AA1)  
Director of Health Services (VCA1)  
Director of Information Technology (LTA1)  
Public Defender (25A1)  
Public Works Director (NAA1)

C. Appointed Department Heads appointed on and after February 1, 2012

Every appointed Department Head is ineligible to receive an automobile allowance.

D. Temporary Loss of Vehicle

If use of a County vehicle is temporarily required as the result of an emergency, such as an accident or mechanical failure to the recipient's personal automobile, a County vehicle may be used if approved by the County Administrator or his/her designee. The user's department will be charged for the costs of the temporary use of the County vehicle. Further, the user of the County vehicle will not receive his/her automobile allowance while using the County vehicle.

22. **Executive Life Insurance:** In lieu of the insurance provided under Section 15, Department Heads are covered at County expense by term life insurance in the amount of sixty thousand dollars (\$60,000) additional to the insurance provided under Section 2.24.

23. **Executive Professional Development Reimbursement:** Department Heads and those chief assistants listed in Exhibit D (excluding Attorney classes) are eligible for reimbursement of up to nine hundred twenty-five dollars (\$925) for each two (2) year period beginning January 1, 1999 for memberships in professional organizations, subscriptions to professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software, such as blackberries, iPhones, and treos (excluding automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Each executive 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). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be determined by the Office of the County Administrator.



24. **Appointed Department Heads:** The Appointed Department Heads are the Agricultural Commissioner/Director of Weights and Measures, Chief Assistant County Administrator, County Counsel, County Finance Director, County Librarian, County Probation Officer, County Veteran's Services Officer, Director of Employment and Human Services, Director of Animal Services, Director of Child Support Services, Director of Conservation and Development, Director of Health Services, Director of Human Resources, Director of Information Technology, Public Defender, and the Public Works Director. (The Fire Chief of the Contra Costa County Fire Protection District is also an appointed Department Head, but the benefits for the Fire Chief are set forth in a separate Fire Management Resolution.)
25. **Elected Department Heads:** The Elected Department Heads are the Assessor, Auditor–Controller, Clerk–Recorder, District Attorney, Sheriff–Coroner, and Treasurer–Tax Collector.
26. **Elected Department Head Benefits:** Elected Department Heads will receive only the following benefits under Parts I, II, and III, together with such benefits as may be authorized under Part IV:
- A. All Elected Department Heads will receive the benefits set forth in Part I, Sections 5, 6, 7, 8, 10, and 11.12.
  - B. Elected Department Heads will receive the benefits set forth in Part I, Section 2 in accordance with the following:
    - 1. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is earlier than January 1, 2009, will receive the benefits set forth in Part I, Section 2, except the provisions set forth in Section 2.13 (a) (3) do not apply.
    - 2. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is on or after January 1, 2009, will receive all of the benefits set forth in Part I, Section 2.
    - 3. Those Elected Department Heads who were not County employees when elected to County office will receive all of the benefits set forth in Part I, Section 2.
  - C. All Elected Department Heads will receive the benefits set forth in Part II, Sections 13 and 20.
  - D. Elected Department Heads will not receive the benefits set forth in Part II, Section 12, except for those Elected Department Heads who are in their elected office and receiving longevity pay as of October 1, 2010.

- E. As compensation for not accruing paid vacation credit, in addition to the benefits of Part II, Section 13, twelve thousand dollars (\$12,000) as a deferred compensation contribution will be added to the elected department head's deferred compensation account effective July 1 of each year (commencing July 1, 2007). If after July 1, but prior to June 30 of the next succeeding year, for any reason, the elected department head's occupancy of office terminates and/or expires, the elected department head is entitled to an additional deferred compensation account contribution prorated from July 1 to include the time period the elected department head served prior to the next June 30. Further, if, for any reason, all or part of such deferred compensation cannot be paid into a deferred compensation account the elected department head is entitled to an equivalent lump-sum payment. None of the County's twelve thousand dollar (\$12,000) contribution may be used to establish eligibility and qualification to receive the additional eighty-five dollars (\$85) monthly Deferred Compensation Incentive contribution otherwise provided by the County.
- F. All Elected Department Heads will receive the benefits set forth in Part III, Sections 21, 22, and 23.
- G. A County employee who becomes a County elected official may receive payment for unused vacation accruals only at the rate of pay that the elected official last earned as a County employee. The elected official may not be paid for unused vacation accruals at the rate of pay earned as an elected official.
- H. Only the Board of Supervisors is authorized to prescribe the compensation of County elected officials pursuant to Government Code section 25300.

#### **IV. SPECIAL BENEFITS FOR MANAGEMENT EMPLOYEES BY DEPARTMENT OR CLASS**

- 27. **Accounting Certificate Differential:** Incumbents of Management professional accounting, auditing or fiscal officer positions who possess one of the following certifications in good standing will receive a differential of five percent (5%) of base monthly salary: (1) A valid Certified Public Accountant (CPA) license issued by the State of California, Department of Consumer Affairs, Board of Accountancy; (2) a Certified Internal Auditor (CIA) certification issued by the Institute of Internal Auditors; (3) a Certified Management Accountant (CMA) certification issued by the Institute of Management Accountants; or (4) a Certified Government Financial Manager (CGFM) certification issued by the Association of Government Accountants.
- 28. **Animal Services Search Warrant:** Employees in the management class of Deputy Director of Animal Services (BJD1) will be compensated for time spent in assisting law enforcement agencies in the serving of search warrants. The

amount of special compensation per incident is one hundred dollars (\$100) and it will continue to be equal to that paid to Animal Services Officers for performing this duty. Only employees involved in actual entry team activities will be so compensated. The department continues to retain the sole right to select and assign personnel to such search warrant duty.

29. **Animal Services Uniform Allowance:** The uniform allowance for employees in the management class of Deputy Director of Animal Services (BJD1) is eight hundred dollars (\$800) effective July 1, 2001, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. Any other increase in the Uniform Allowance, which may be granted to Animal Services Officers while this Resolution is in effect, is granted to the Animal Services Management classes.

30. **Attorney State Bar Dues and Professional Development Reimbursement:**

- 30.10 State Bar Dues Reimbursement. The County will reimburse employees in the classes set forth below for California State Bar Membership dues (but not penalty fees) and, if annually approved in advance by the Department Head, fees for criminal and/or civil specialization.

- 30.11 Professional Development Reimbursement. The County will reimburse employees in the classes listed in Section 30.12 up to a maximum of seven hundred dollars (\$700) each fiscal year for the following types of expenses:

- A. Purchase of job-related computer hardware and software.
- B. Membership dues in legal professional associations.
- C. Purchase of legal publications.
- D. Training and travel costs for job-related educational courses.
- E. Legal on-line computer services.

Any unused accrual may be carried forward to the next fiscal year up to a maximum of eight hundred dollars (\$800).

30.12 Law School Student Loan Reimbursement Program

A. Eligibility:

- 1. Only Employees in the classes listed in Section 30.13, excluding County Counsel (2EA1), District Attorney (2KA1), and Public Defender (25A1), are eligible. Payments will only be made to employees in paid status as of July 2015, and thereafter.

- 2. Temporary employees are not eligible for payments. Time served as a temporary employee does not count towards eligibility for payments.

B. Qualifying amount and terms: The employee must satisfy all of the following criteria to be eligible for any payments through this Law School Student Loan Reimbursement Program.

1. First Payment: The employee must have been hired into one of the listed classes and have worked in one or more of those classes for at least three (3) consecutive years from date of hire to be eligible for the first payment. After completion of the third consecutive year of employment in one or more of those classes, the employee may receive \$2,000 for purposes of reimbursement for law school student loan payments.

2. Second Payment: For an employee who entered County service in one of the listed classes, the employee must work in one or more of those classes during the fourth year of employment from date of hire to be eligible for the second payment. After completion of four (4) years of employment with the County in one or more of those classes, the employee may receive an additional \$3,000 for purposes of reimbursement for law school loan payments.

3. Third Payment: For an employee who entered County service in one of the listed classes, the employee must work in one or more of those classes during the fifth year of employment from date of hire to be eligible for the third payment. After completion of five (5) years of employment with the County in one or more of those classes, the employee may receive an additional \$4,000 for purposes of reimbursement for law school loan payments.

4. For each requested payment: The employee must submit a request for reimbursement on the County's law school loan reimbursement form and attach documentation that establishes to the satisfaction of the department the existence of an outstanding law school student loan to the employee from an educational entity, government entity, or commercial lending institution and the annual payment record for the law school student loan during the preceding twelve months showing payments made by the employee. Employees may not request more than one payment per year, and there must be at least twelve (12) full months between each request for payment.

5. This program is not available to employees who paid off their law school student loans prior to July 1, 2015, to those employees who did not incur law school student loans from an educational entity, government entity, or commercial lending institution, or to participating employees once they have paid off their law school student loans.

6. The law school student loan reimbursement payments will not exceed \$2,000 for the first payment, \$3,000 for the second payment, and \$4,000

for the third payment. No employee may receive more than a total maximum lifetime reimbursement of \$9,000.

7. The law school student loan reimbursement payments are subject to applicable state and federal withholding, if any.

8. The terms and conditions of this law school student loan reimbursement program are subject to procedures approved by the County Auditor-Controller's Office.

30.13 Eligible Classes.

This section applies only to the following classifications:

Assistant County Counsel-Exempt (2ED1)  
Assistant District Attorney-Exempt (2KD3)  
Assistant Public Defender-Exempt (25D2)  
Chief Asst. County Counsel-Exempt (2ED2)  
Chief Asst. Deputy District Atty-Exempt (2KD2)  
Chief Assistant Public Defender-Exempt (25D1)  
Chief Trial Deputy Public Defender (25DB)  
Civil Litigation Attorney-Advanced (2ETG)  
Civil Litigation Attorney-Standard (2ETF)  
Civil Litigation Attorney-Basic (2ETE)  
County Counsel (2EA1)  
Deputy County Counsel-Advanced (2ETK)  
Deputy County Counsel-Standard (2ETJ)  
Deputy County Counsel-Basic (2ETH)  
Deputy County Counsel- Advanced- Exempt (2ET3)  
Deputy County Counsel- Standard- Exempt (2ET2)  
Deputy County Counsel-Basic- Exempt (2ET1)  
District Attorney (2KA1)  
Public Defender (25A1)  
Senior Deputy District Attorney-Exempt (2KD1)  
Senior Financial Counsel-Exempt (2ED3)  
Supervising Attorney-Child Support Services (29HA)  
Attorney Basic-Child Support Services (29VA)  
Attorney Advanced-Child Support Services (29TA)  
Attorney Entry-Child Support Services (29WA)

31. **Attorney Management Administrative Leave and Additional Longevity Pay:**

31.10 Attorney Management Administrative Leave.



- A. On January 1<sup>st</sup> of each year, the employees in the classes set forth below who are in paid status, excluding fixed-term employees and contract attorneys, will be credited with ninety four (94) hours of Management Administrative Leave. Management Administrative Leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.
- B. Attorneys appointed between January 1<sup>st</sup> and June 30<sup>th</sup>, inclusive, are eligible for ninety four (94) hours of Management Administrative Leave on the first succeeding January 1<sup>st</sup> and annually thereafter. Attorneys appointed on or after July 1<sup>st</sup> are eligible for seventy one (71) hours of Management Administrative Leave on the first succeeding January 1<sup>st</sup> and are eligible for ninety four (94) hours annually thereafter.
- C. Permanent part time attorneys are eligible for Management Administrative Leave on a prorated basis, based upon their position hours, beginning on January 1<sup>st</sup> following their appointment and in the same proportion on each January 1<sup>st</sup> thereafter. Permanent-intermittent attorneys are not entitled to Management Administrative Leave. Any attorney on a leave of absence will have his/her Management Administrative Leave hours pro rated upon his/her return.
- D. Unrepresented, management, and exempt attorneys on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the attorney is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Management Administrative Leave.

31.11 Additional Longevity Pay at 20 Years of County Service.

In addition to the Longevity Pay provided in Section 12 of this resolution, employees in the classes set forth below are eligible to receive an additional two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award, beginning on November 1, 2012. For those employees who have twenty years of service on or before November 1, 2012, this longevity differential will be paid prospectively only from November 1, 2012.

31.12 Eligible Classes.

This section applies only to the following classifications:

Assistant County Counsel-Exempt (2ED1)  
 Assistant District Attorney-Exempt (2KD3)  
 Assistant Public Defender-Exempt (25D2)  
 Chief Asst. County Counsel-Exempt (2ED2)

Chief Asst. Deputy District Atty-Exempt (2KD2)  
 Chief Assistant Public Defender-Exempt (25D1)  
 Chief Trial Deputy Public Defender (25DB)  
 Civil Litigation Attorney-Advanced (2ETG)  
 Civil Litigation Attorney-Standard (2ETF)  
 Civil Litigation Attorney-Basic (2ETE)  
 County Counsel (2EA1)  
 Deputy County Counsel-Advanced (2ETK)  
 Deputy County Counsel-Standard (2ETJ)  
 Deputy County Counsel-Basic (2ETH)  
 Deputy County Counsel- Advanced- Exempt (2ET3)  
 Deputy County Counsel- Standard- Exempt (2ET2)  
 Deputy County Counsel-Basic- Exempt (2ET1)  
 Public Defender (25A1)  
 Senior Deputy District Attorney-Exempt (2KD1)  
 Senior Financial Counsel-Exempt (2ED3)  
 Supervising Attorney-Child Support Services (29HA)  
 Attorney Basic-Child Support Services (29VA)  
 Attorney Advanced-Child Support Services (29TA)  
 Attorney Entry-Child Support Services (29WA)

32. **Assessor Education Differential:** Employees in the management class of Assistant County Assessor-Exempt (DAB1) are entitled to a salary differential of two and one-half percent (2.5%) of base monthly salary for possession of a certification for educational achievement from at least one of the following:
- A. American Institute of Real Estate Appraisers Residential Member designation.
  - B. State Board of Equalization Advanced Appraiser Certification.
  - C. International Association of Assessing Officers Residential Evaluation Specialist.
  - D. Society of Auditor-Appraiser Master Auditor-Appraiser designation.
  - E. Society of Real Estate Appraisers Senior Residential Appraiser designation.
  - F. Any other certification approved by the County Assessor and the Director of Human Resources.
33. **Certified Elections/Registration Administrator Certification Differential:** Employees in the classification of Clerk-Recorder (ALA1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possession of a valid Certified Elections/Registration Administrator Certificate issued by The Election Center-Professional Education Program. Verification of eligibility is by the County Administrator or designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which the

County Administrator verifies eligibility.

34. **District Attorney Inspectors Longevity Differential:** Incumbents of the classes of District Attorney Chief of Inspectors–Exempt (6KD1), District Attorney Director of Forensic and Technical Services (6KDC), District Attorney Lieutenant of Inspectors (6KNB), and Lieutenant of Inspectors–Welfare Fraud (6KWG) are eligible for a differential of five percent (5%) of base monthly salary when the following conditions are satisfied: The employee has (1) four (4) years of experience as a peace officer with Contra Costa County; (2) fifteen (15) years of P.O.S.T. experience; and (3) has reached the age of thirty-five (35).
35. **District Attorney Inspector P.O.S.T.:** Incumbents of the classes of District Attorney Lieutenant of Inspectors (6KNB), District Attorney Director of Forensic and Technical Services (6KDC), District Attorney Lieutenant of Inspectors–Welfare Fraud (6KWG) and District Attorney Chief of Inspectors–Exempt (6KD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one of the following career incentive allowances:
- A. A career incentive allowance of two and one-half percent (2.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors–Welfare Fraud for the possession of an Advanced P.O.S.T. certificate. This allowance will be paid to the DA Chief of Inspectors–Exempt for possession of a Management and/or Executive P.O.S.T. Certificate.
  - B. A career incentive allowance of five percent (5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors–Welfare Fraud for possession of an Advanced P.O.S.T. certificate and an approved Baccalaureate Degree. This allowance will be paid to the DA Chief of Inspectors for possession of a Management and/or Executive P.O.S.T. certificate and possession of an approved Baccalaureate Degree.
  - C. A career incentive allowance of seven and one-half percent (7.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors–Welfare Fraud for the possession of an Advanced P.O.S.T. certificate and possession of an approved Master’s Degree. This allowance will be paid to the DA Chief of Inspectors–Exempt for possession of an approved Management and/or Executive P.O.S.T. certificate and possession of an approved Master’s Degree. No continuing education is required in order to be entitled to any of the foregoing allowances.
36. **District Attorney Investigator - Safety Employees Retirement Tiers: Contribution Toward Cost of Enhanced Retirement Benefit :**

36.10 Safety Tier A. The retirement formula of “3 percent at 50” applies to employees in the classifications set forth below who become members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012 or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. This retirement benefit is known as Safety Tier A.

1. Until July 1, 2012, 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 Safety Tier A retirement benefits.

2. Effective on July 1, 2012, each employee in Tier A will pay three percent (3%) of his/her retirement base to pay part of the employer’s contribution for the cost of Safety Tier A retirement benefits.

3. Effective on June 30, 2016, these payments will cease.

The payments set forth above 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.

36.11 Safety PEPRA Tier. For employees who become safety 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 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees hired on or after July 1, 2014, who under PEPRA, become safety New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

36.12 Employees with more than 30 years of Service. Commencing on July 1, 2007, eligible employees in the classifications set forth below and designated by the Contra Costa County Employees’ Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer’s contribution towards the cost of Safety Tier A.

36.13 Eligible Classes.

This section applies only to the following classifications:

District Attorney Chief of Inspectors-Exempt (6KD1)  
District Attorney Lieutenant of Inspectors (6KNB)  
Lieutenant of Inspectors-Welfare Fraud (6KWG)  
District Attorney Director of Forensic and Technical Services (6KDC)

37. **Engineer Continuing Education Allowance:** Employees in the classification of Deputy Public Works Director-Exempt (NAD0) are eligible to receive a one year Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary if they complete at least (60) hours of approved education or training or at least three (3) semester units of approved college credit or approved combination thereof, subject to the following conditions.

- A. The specific education or training must be submitted in writing by the employee to the Public Works Director or his designee prior to beginning the course work.
- B. The education or training must be reviewed and approved in advance by the Public Works Director or his designee as having a relationship to the technical or managerial responsibilities of the employee's current or potential County job classifications.
- C. Employees who qualify for this allowance do so for a period of only twelve (12) months, commencing on the first day of the month after proof of completion is received and approved by the Public Works Director or his designee. This allowance automatically terminates at the end of the twelve (12) month period.

38. **Engineer Professional Development Reimbursement:** Employees in the classification of Engineering Managers will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of seven hundred dollars (\$700) for each two (2) year period beginning on January 1, 2000. Effective July 1, 2007, the allowable reimbursement amount will be increased by one hundred fifty dollars (\$150) for a total of eight hundred fifty dollars (\$850). Effective on January 1, 2008, Engineering Managers will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of nine hundred dollars (\$900) for each two (2) year period.

Allowable expenses include the following activities and materials directly related to the profession in which the individual is engaged as a County employee:

- A. Membership dues to professional organizations.
- B. Registration fees for attendance at professional meetings, conferences and seminars.
- C. Books, journals and periodicals.
- D. Tuition and text book reimbursement for accredited college or university



classes.

- E. Professional license fees required by the employee's classification.
- F. Application and examination fees for registration as a professional engineer, architect or engineer-in-training.
- G. Certain job-related instruments, job-related computer hardware and software from a standardized County approved list or with Department Head approval, provided each Engineer complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals.

Individual professional development reimbursement requests require the approval of the Department Head. Reimbursement occurs through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

39. **Library Department Holidays:** For all management and unrepresented employees in the County Library Department, the day after Thanksgiving is deleted as a holiday and the day before Christmas is added as a holiday.

40. **Library Differentials:** The classifications of Library Student Assistant Exempt (3KW2) and Library Aide Exempt (3KW4) may earn the following differential pays under the following circumstances:

A. Employees in the above-listed classes who work between the hours of 6:00p.m. and 9:00p.m. at any County library are entitled to a differential of five percent (5%) of the employee's base rate of pay (not including differentials).

B. Employees in the above-listed classes who work on Saturday are entitled to a differential of five percent (5%) of the employee's base rate of pay (not including differentials). This differential does not apply to any overtime hours worked on a Saturday.

C. Employees in the above-listed classes who work on a Sunday are entitled to a differential of seven and one half percent (7.5%) of the employee's base rate of pay (not including differentials).

41. **Nursing Shift Coordinator-Per Diem Differentials:** The classification of Nursing Shift Coordinator-Per Diem (VWHD) may earn the following differential pays under the following circumstances:

A. **Evening Shift.** An employee will receive a shift differential of twelve percent (12%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 5:00 p.m. and 11:00 p.m. In order to receive the shift differential, the employee must start

work between 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's shift designation will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any hours worked in excess of the employee's shift designation.

B. Night Shift. An employee will receive a shift differential of fifteen percent (15%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 11:00 p.m. and 8:00 a.m. In order to receive the shift differential, the employee must start work between the hours of 7:00 p.m. and midnight or midnight and 8:00 a.m. on the day the shift is scheduled to begin. Hours worked in excess of the employee's shift designation will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any hours worked in excess of the employee's shift designation.

C. Shift Differential. An employee 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 5:00 p.m. and 9:00 a.m. 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 toward qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

D. Code Gray/STAT Team Differential. An employee in the above-listed class who is assigned by hospital administration to respond to emergency Code Gray calls as a member of the STAT Team is entitled to a differential of ten percent (10%) of the employee's base rate of pay (not including differentials).

42. **Nursing Shift Coordinator-Per Diem Overtime:** Employees in the classification of Nursing Shift Coordinator - Per Diem (VWHD) who work on a holiday are entitled to receive overtime pay at the rate of one and one-half (1.5) times his/her hourly rate for all hours worked on the holiday, up to a maximum of eight (8) hours.

43. **Podiatrists- Unrepresented Status:** In addition to all general benefits afforded unrepresented employees in Section I of this Resolution, the class of Exempt Medical Staff Podiatrist (VPS2) is also eligible for the following benefits:

Educational Leave. Each permanent full-time employee with at least one (1) year of service is entitled to five (5) days leave with pay each year to attend courses, institutions, workshops or classes which meet requirements for American Medical Association Category One Continuing Medical Education. Requests must be submitted for approval in advance to the Medical Director and Service Chief. Permanent part-time employees are entitled to educational leave under this section on a pro-rated basis.

Long-Term Disability Insurance: The County will continue the Long-Term Disability Insurance program with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits.

Malpractice Coverage. The County will provide coverage under the Continuing Practice Physician's Insurance Plan.

Paid Personal Leave. Permanent full-time employees with three (3) years of service will be credited with five (5) days of non-accruable paid personal leave effective January 1 of each calendar year. Balances not used will be returned to zero (0) at the end of each year. Permanent part-time employees are entitled to paid personal leave under this section on a pro-rated basis.

**44. Probation - Safety Employees Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit:**

44.10 Safety Tier A. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012 or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average.

1. Until July 1, 2012, each employee in Tier A will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

2. For the period of July 1, 2012 through and including December 31, 2014, each employee in Tier A will pay four and one half percent (4.5%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

3. For the period of January 1, 2015 through and including June 29, 2015, each employee will pay two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

4. Effective on June 30, 2015, each employee's payment of two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits will cease.

The payments set forth above 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.

44.11 Safety PEPRA Tier. For employees who become Safety 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 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

44.12 Eligible Classes.

This section applies only to the following classifications:

Assistant County Probation Officer-Exempt (7AB1)  
County Probation Officer-Exempt (7AA1)  
Chief Deputy Probation Officer (7ADC)  
Probation Manager (7AGB)  
Probation Director (7BFA)

45. **Real Property Agent Advanced Certificate Differential:** Employees in the classifications of Assessor (DAA1), Assistant County Assessor (DAB1), and Real Estate Manager-Exempt (DYD1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possessing and maintaining either a valid Senior Member Certificate issued by the International Executive Committee of the International Right of Way Association (IRWA) or a certification issued by the Building Owners and Managers Institute (BOMI) with a designation as either a Real Property Administrator (RPA) or Facilities Management Administrator (FMA). Verification of eligibility will be by the Department Head or his/her designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which eligibility is verified by the Department Head.

All employees who qualify for the Senior Member certificate must recertify every five (5) years with the International Right of Way Association in order to retain the Senior Member designation and continue to receive the differential. In order to recertify, a Senior Member must accumulate seventy-five (75) hours of approved education which may include successfully completing courses, attending educational seminars or teaching approved courses.

All employees who qualify for the RPA or FMA designation must recertify every three (3) years with BOMI in order to retain the RPA or FMA designation and continue to receive this differential. In order to retain certification, an employee must achieve eighteen (18) points of continuing professional development, which may include successfully completing courses, attending educational seminars, or teaching approved courses related to the industry.

46. **Sheriff Sworn Management P.O.S.T.:**

- A. Incumbents of the classes of Sheriff-Coroner (6XA1), Undersheriff-Exempt (6XB4), Assistant Sheriff- Exempt (6XB2) and Commander-Exempt (6XD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:
    1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Baccalaureate Degree.
    2. A career allowance of five percent (5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Master's Degree.
  - B. Incumbents in the class of Chief of Police-Contract Agency-Exempt who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:
    1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of an Advanced P.O.S.T. Certificate.
    2. A career incentive allowance of five percent (5%) will be awarded for the possession of an Advanced P.O.S.T. Certificate and possession of an approved Baccalaureate or Master's Degree.
- 47. Sheriff Continuing Education Allowance:** Sheriff's Department employees in the classifications of Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC) 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 they complete at least sixty (60) hours of education or training or at least three(3) semester units of college credit or a combination thereof, approved by the department, subject to all of the following conditions:
- A. An application must be submitted in advance, to the Sheriff's Department prior to the fiscal year in which the education or training will occur.
  - B. The education or training must be directly related to the technical or Management duties of the employee's job.
  - C. The course must be reviewed and approved in advance by the Sheriff's Department Standards and Resources Bureau.
  - D. The employee must show evidence of completion with a passing grade.



48. **Sheriff Emergency Services Standby Differential:** Employees in the classification of Emergency Planning Specialist–Exempt (9GS1) who perform standby duty for the Office of Emergency Services at least one (1) week per month, are entitled to receive a differential in the amount of two and one-half percent (2.5%) of base monthly salary.
49. **Sheriff Law Enforcement Longevity Differential:**
- 49.10. 15 years of sworn County service. Incumbents in the classifications of Undersheriff (6XB4), Assistant Sheriff- Exempt (6XB2), Commander (6XD1), and Chief of Police-Contract Agency-Exempt (6XF1) are eligible for a differential of five percent (5%) of base monthly salary upon completion of fifteen (15) years of County service as a full-time, permanent, sworn law enforcement officer.
- 49.11. 20 years of sworn County service. Incumbents in the classifications of Undersheriff (6XB4), Assistant Sheriff- Exempt (6XB2), Commander (6XD1), and Chief of Police-Contract Agency-Exempt (6XF1) are eligible for a differential of two percent (2%) of base monthly salary upon completion of twenty (20) years of County service as a full-time, permanent, sworn law enforcement officer. For employees who completed twenty (20) years of such service on or before September 1, 2013, this longevity differential will be paid prospectively only from September 1, 2013.
50. **Sheriff Uniform Allowance:** The Sheriff-Coroner (6XA1), Undersheriff (6XB4), Assistant Sheriff- Exempt (6XB2), Commander (6XD1), Chief of Police-Contract Agency-Exempt (6XF1) and non-sworn management employees in the Sheriff-Coroner's Department will be paid a uniform allowance in the amount of eight hundred seventy-two dollars (\$872) per year effective July 1, 2007, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. The non-sworn management employees eligible for this uniform allowance are: Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC).
51. **Sheriff - Detention Division Meals:** Employees assigned to the Detention Division will have fifteen dollars (\$15.00) per month deducted from their pay checks in exchange for meals provided by the Department. The employee may choose not to eat facility food. In that case, no fees will be deducted.
52. **Sheriff - Safety Employees Retirement Tiers:**
- 52.10. Safety Tier A. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are employed by the County as of December 31, 2006. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. Safety Tier A is closed to all employees initially hired by Contra Costa County after December 31, 2006.

- 52.11 Safety Tier C. The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are hired by the County after December 31, 2006 and on or before December 31, 2012, or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed two percent (2%) per year. The final compensation of these employees will be based on a thirty-six (36) consecutive month salary average.
- 52.12 Safety PEPRA Tier. For employees who become Safety 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 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. The cost of living adjustment to the retirement allowances of these employees will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.
- 52.13 Employees with more than 30 years of Service. Commencing January 1, 2007, employees in the classifications set forth below and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.
- 52.14 Retirement Tier Elections. If members of the Deputy Sheriffs' Association have the opportunity to elect different retirement tiers, employees in the classifications set forth below and employed by the County as of December 31, 2012, will be offered the same opportunity to elect the new Safety PEPRA Tier at the same time and on the same terms and conditions as are applicable to members of the Deputy Sheriffs' Association.
- 52.15 Eligible Classes.

This section applies only to the following classifications:

Sheriff-Coroner (6XA1)  
Undersheriff- Exempt (6XB4)  
Assistant Sheriff-Exempt (6XB2)  
Commander (6XD1)  
Chief of Police-Contract Agency-Exempt (6XF1)

53. **Safety Employees Retirement Tiers (Miscellaneous Safety Classifications) Benefit**

53.10 Safety Tier A. The retirement formula of “3 percent at 50” applies to employees in the classifications set forth below who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012, or who under PEPRA, become reciprocal members of CCCERA as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average.

1. Until September 1, 2013, each employee in Tier A will pay nine percent (9%) of his/her retirement base to pay part of the employer’s contribution for the cost of Tier A retirement benefits.

2. For the period September 1, 2013, through and including December 31, 2014, each employee in Tier A will pay four and one half (4.5%) of his/her retirement base to pay part of the employer’s contribution for the cost of Tier A retirement benefits.

3. For the period January 1, 2015, through and including June 30, 2015, each employee in Tier A will pay 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.

4. Effective June 30, 2015, these payments will cease

The payments set forth above 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.

53.11 Safety PEPRA Tier. For employees who become safety 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 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees hired by the County on or after January 1, 2014, who under PEPRA, become safety New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

53.12 Eligible Classes.

This section applies only to the following classifications:

Assistant Chief Public Service Officer (64BA)

Director of Hazardous Materials Program-Exempt (VLD2)

54. **Treasurer-Tax Collector Professional Development Differential:** Treasurer-Tax Collector employees in one of the classifications listed below are eligible to receive a monthly differential equivalent to five percent (5%) of base salary for possession of at least one (1) of the following specified professional certifications and for completion of required continuing education requirements associated with the individual certifications. Verification of eligibility for any such differential must be provided to the Auditor in writing by the Treasurer-Tax Collector or his/her designee. Under this program, no employee may receive more than a single five percent (5%) differential at one time, regardless of the number of certificates held by that employee.

This section applies only to the following classifications:

Treasurer-Tax Collector (S5A1)  
Treasurer's Investment Officer-Exempt (S5S3)  
Assistant County Treasurer-Exempt (S5B4)  
Assistant County Tax Collector (S5DF)  
Chief Deputy Treasurer Tax Collector-Exempt (S5B2)

Qualifying Certificates:

Certified Cash Manager (C.C.M.)  
Certified Financial Planner (C.F.P.)  
Certified Government Planner (C.G.F.P.)  
Certified Treasury Manager (C.T.M.)  
Chartered Financial Analyst (C.F.A.)

55. **Executive Assistant to the County Administrator Differential.** At the discretion of the County Administrator, an employee in the classification of Executive Assistant II to the County Administrator- Exempt (J3H2) is eligible to receive a monthly differential equivalent to five percent (5%) of base salary while the employee is performing work on special project assignments. Verification of eligibility for any such differential must be provided to the Auditor in writing by the County Administrator or his/her designee.
56. **Countywide Accounting Differential.** Employees in the classifications of Chief Auditor (SFDB), Chief Accountant (SAGC), and Assistant County Auditor Controller (SAB1) working in the Office of the Auditor-Controller are eligible to receive a monthly differential equivalent to five percent (5%) of base salary in recognition of the increased responsibility involved in ensuring the system-wide fiscal integrity of the County and its dependent special districts.

[EXHIBITS ATTACHED]

Exhibit A

Job Code	Classification
AP7A	ADMINISTRATIVE AIDE-DEEP CLASS
AP73	ADMINISTRATIVE AIDE-PROJECT
AP9A	ADMINISTRATIVE INTERN-DEEP CLS
APDB	ADMINISTRATIVE SVCS OFFICER
XQD2	AGING/ADULT SVCS DIRECTOR-EX
VHD1	ALCOHOL/OTHER DRUG SVCS DIR-EX
VAB1	AMBULATORY CARE CHF EXC OFC-EX
BKS1	ANIMAL CLINIC VETERINARIAN-EX
JJNG	ASSESSOR'S CLERICAL STAFF MNGR
VCS1	ASSIST TO HLTH SVC DIR - EX
9MD3	ASSISTANT DIRECTOR-PROJECT
BAB1	ASST AGR COM/WTS/MEAS-EXEMPT
64BA	ASST CHIEF PUBLIC SVC OFFICER
7AB1	ASST CO PROB OFF - EXEMPT
ADB4	ASST COUNTY ADMINISTRATOR
DAB1	ASST COUNTY ASSESSOR-EXE
SAB1	ASST COUNTY AUDITOR CONTROLLE
2ED1	ASST COUNTY COUNSEL-EXEMPT
3AB1	ASST COUNTY LIBRARIAN-EXEMPT
ALB3	ASST COUNTY RECORDER-EXEMPT
ALB1	ASST COUNTY REGISTRAR-EXEMPT
S5DF	ASST COUNTY TAX COLLECTOR
S5B4	ASST COUNTY TREASURER-EXEMPT
VCB1	ASST DIR OF HEALTH SVCS
AGB1	ASST DIR OF HUMAN RESOURCES-EX
XAD7	ASST DIR-POLICY & PLANNING-EX
2KD3	ASST DISTRICT ATTORNEY-EXEMPT
LBD4	ASST HS IT DIR-APP DEV-EX
LBD2	ASST HS IT DIR-CUSTOMER SUPP-E
LBD7	ASST HS IT DIR-INFO SECURITY-E
LBD3	ASST HS IT DIR-INFRASTRUCT-EX
LBD1	ASST HS IT DIR-PROJECT MGMT-EX
25D2	ASST PUBLIC DEFENDER-EXEMPT
AJDP	ASST RISK MANAGER
6XB2	ASST SHERIFF-EXEMPT
ADBA	ASST TO THE COUNTY ADMIN
29TA	ATTORNEY ADVANCE-CHLD SPPT SVC
29VA	ATTORNEY BASIC-CHILD SPPT SVCS
29WA	ATTORNEY ENTRY-CHILD SPPT SVCS
J995	BD OF SUPVR ASST-CHIEF ASST
J992	BD OF SUPVR ASST-GEN OFFICE
J993	BD OF SUPVR ASST-GEN SECRETARY
J994	BD OF SUPVR ASST-SPECIALIST
ADT2	CAPITAL FACILITIES ANALYST-PRJ
VPD4	CCHP MEDICAL DIRECTOR-EXEMPT



Exhibit A

Job Code	Classification
VCB2	CCRM CHIEF EXEC OFC - EXEMPT
5ABD	CHF, ANEX AND ECON STM PROG
SAGC	CHIEF ACCOUNTANT
JJDA	CHIEF ASSISTANT CLERK-BOS
2ED2	CHIEF ASST COUNTY COUNSEL
SMBA	CHIEF ASST DIRECTOR/DCSS
2KD2	CHIEF ASST DISTRICT ATTORNEY-E
25D1	CHIEF ASST PUBLIC DEFENDER
SFDB	CHIEF AUDITOR
7ADC	CHIEF DEP PROBATION OFFICER
AXD1	CHIEF DEP PUBLIC ADMIN-EXEMPT
S5B2	CHIEF DEP TREASURE/TAX COLL-EX
XAB1	CHIEF DEPUTY DIRECTOR-EXEMPT
NAB1	CHIEF DEPUTY PW DIRECTOR-EX
VCB3	CHIEF EXECUTIVE OFFICER-CCHP-E
6EH1	CHIEF INVESTIGATOR PD-EXEMPT
S5BC	CHIEF INVESTMENT OFFICER
VPS4	CHIEF MEDICAL OFFICER - EXEMPT
VWD2	CHIEF NURSING OFFICER-EXEMPT
AGD3	CHIEF OF LABOR RELATIONS - EX
VWD1	CHIEF OPERATIONS OFFICER-EXEMP
6XF1	CHIEF POLICE-CONTRACT AGENCY-EX
ADS2	CHIEF PUBLIC COMMUN OFFICER-EX
VAB2	CHIEF QUALITY OFFICER-EXEMPT
25DB	CHIEF TRIAL DEPUTY PUBLIC DEF
9JS2	CHILD NUTRT DIV NUTRI-PROJECT
9JS3	CHILD NUTRT FOOD OPER SUPV-PRJ
9CDA	CHILD SPRT SVCS MANAGER
XAD5	CHILDREN AND FAMILY SVCS DIR-E
9MH1	CHILDREN SVCS MGR-PROJECT
2ETG	CIVIL LITIG ATTY-ADVANCED
2ETE	CIVIL LITIG ATTY-BASIC LVL
2ETF	CIVIL LITIG ATTY-STANDARD
6XD1	COMMANDER-EXEMPT
CCD1	COMMUNITY SVCS DIRECTOR-EXEMPT
CCHA	COMMUNITY SVCS PERSONNEL ADMIN
9J71	COMMUNITY SVCS PERSONNEL TECH
9MS7	COMPREHENSIVE SVCS ASST MGR-PR
9MS3	COMPREHENSIVE SVCS MAN -PRJ
NAF1	COUNTY SURVEYOR-EXEMPT
CJH3	CS MENTAL HLTH CLIN SUPV-PROJ
APDD	DA CHIEF OF ADMINISTRATIVE SVC
6KD1	DA CHIEF OF INSPECTORS-EXEMPT
6KDC	DA DIR OF FORENSIC & TECH SVCS
6KNB	DA LIEUTENANT OF INSPECTORS

Exhibit A

Job Code	Classification
JJGE	DA MANAGER OF LAW OFFICES
JJHG	DA OFFICE MANAGER
J3T7	DA PROGRAM ASSISTANT-EXEMPT
4AD1	DEP DIR OF CONSERV & DEV-EX
APSA	DEPARTMENTAL FISCAL OFFICER
ADSH	DEPTL COMM & MEDIA REL COORD
LTD2	DEPUTY CIO-GIS-EXEMPT
JJHD	DEPUTY CLERK-BOARD OF SUPV
ADDG	DEPUTY CO ADMINISTRATOR
ALB2	DEPUTY CO CLERK-RECORDER-EX
2ETK	DEPUTY CO COUNSEL-ADVANCED
2ET3	DEPUTY CO COUNSEL-ADVANCED-EX
2ETH	DEPUTY CO COUNSEL-BASIC
2ET1	DEPUTY CO COUNSEL-BASIC-EXEMPT
2ETJ	DEPUTY CO COUNSEL-STANDARD
2ET2	DEPUTY CO COUNSEL-STANDARD-EX
3AFE	DEPUTY CO LIBRARIAN-PUB SVCS
3AFG	DEPUTY CO LIBRARIAN-SUPT SVCS
LWS1	DEPUTY DIR CHF INFO SEC OFC-EX
5AB2	DEPUTY DIR COM DEV/CURR-EX
5AH2	DEPUTY DIR COM DEV/TRANS-EX
LTD1	DEPUTY DIR/INFO TECHNOLOGY-EXE
BJD1	DEPUTY DIRECTOR ANIMAL SVC-EX
XAD8	DEPUTY DIR-WORKFORCE SVC-EX
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
VCD2	DEPUTY EXECUTIVE DIR/CCHP-EX
NAD8	DEPUTY GENERAL SVCS DIRECTOR/E
NAD0	DEPUTY PUBLIC WORKS DIRECTOR-E
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
VRG1	DIR MKTG/MEM SVCS & PR-CCHP-EX
VQD4	DIR OF MENTAL HEALTH SVCS-EX
VAD1	DIR OF PATIENT FIN SVCS-EXEMPT
ADD5	DIR OFFICE CHILD SVCS - EX
9BD1	DIRECTOR OF AIRPORTS
VLD1	DIRECTOR OF ENV HEALTH SVCS-EX
VLD2	DIRECTOR OF HAZ MAT PROGRAM-EX
5AB1	DIRECTOR OF REDEVEL-EXEMPT
SMD1	DIRECTOR OF REVENUE COLLECTION
ADSB	DIRECTOR OFFICE OF COMM/MEDIA
XASJ	EHS CHIEF FINANCIAL OFFICER
XAD6	EHS DIRECTOR OF ADMIN-EXEMPT
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
XAGB	EHSD PERSONNEL OFFICER

## Exhibit A

Job Code	Classification
VBSC	EMERGENCY MEDICAL SVS DIRECTOR
9GS1	EMERGENCY PLANNING SPEC-EXEMPT
AGD2	EMPLOYEE BENEFITS MANAGER
AGSC	EMPLOYEE BENEFITS SPECIALIST
AJHA	EMPLOYEE BENEFITS SUPERVISOR
AJDB	EQUAL EMPLOYMENT OPPT OFFICER
J3V2	EXEC ASST I TO CO ADMINIS-EX
J3H2	EXEC ASST II TO CO ADMINIS-EX
J3T6	EXEC SECRETARY/ MERIT BOARD
J3T5	EXEC SECRETARY-EXEMPT
J3TJ	EXECUTIVE SECRETARY-DCSS
VPS2	EXEMPT MED STF PODIATRIST
APDE	FIRE DISTRICT CHIEF/ADMIN SVCS
6CW1	FORENSIC ANALYST-PROJECT
VASH	HEALTH EQUITY PROGRAM MANAGER
VRGC	HEALTH PLAN DIR COMP & GOV REL
VCS3	HEALTH PLAN SERVICES ASST-EX
LBB3	HEALTH SVCS IT DIRECTOR-EX
VCN2	HEALTH SVCS PERSONL OFFICER-EX
VQHA	HLTH/HUMAN SVC RES & EVAL MGR
AGSE	HR SYSTEMS ANALYST
AGTG	HR SYSTEMS SPECIALIST
AGVF	HUMAN RESOURCES CONSULTANT
AGDF	HUMAN RESOURCES PROJECT MNGR
AG7B	HUMAN RESOURCES TECHNICIAN
7KGA	INST SUPERVISOR II
VTWB	INTERIM PERMIT NURSE
ADSI	LABOR RELATIONS ANALYST I
ADSJ	LABOR RELATIONS ANALYST II
AGVD	LABOR RELATIONS ANALYST II
AD7C	LABOR RELATIONS ASSISTANT
ADD6	LABOR RELATIONS MANAGER-EXEMPT
5ASF	LAND INFORMATION BUS OPS MNGR
2YWB	LAW CLERK I
2YVA	LAW CLERK II
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
3KW4	LIBRARY AIDE-EXEMPT
3KW2	LIBRARY STUDENT ASSISTANT-EX
6KWG	LIEUTENANT OF INSP-WELF FRAUD
ADVB	MANAGEMENT ANALYST
ADD4	MANAGER CAP FAC/DEBT MGMT-EX
VCA2	MEDICAL DIRECTOR
VPD1	MH MEDICAL DIRECTOR-EX

Exhibit A

Job Code	Classification
V07A	MICROBIOLOGIST TRAINEE
VWHD	NURSING SHIFT COORD - PER DIEM
SAHM	PAYROLL SYSTEMS ADMINISTRATOR
ARVA	PERSONNEL SERVICES ASST II
ARTA	PERSONNEL SERVICES ASST III
AGDE	PERSONNEL SERVICES SUPERVISOR
AP7B	PERSONNEL TECHNICIAN
ADS5	PRIN MANAGEMENT ANALYST - PROJ
ADNC	PRINCIPAL L/R ANALYST
ADHB	PRINCIPAL MANAGEMENT ANALYST
7BFA	PROBATION DIRECTOR
7AGB	PROBATION MANAGER
STD1	PROCUREMENT SVCS MANAGER-EX
ADS1	PUBLIC INFORMATION OFFICER
APDF	PUBLIC WORKS CHIEF OF ADM SVCS
5AH4	REDEVELOPMENT PROJ MANAGER-PRJ
VPD5	RESIDENCY DIRECTOR-EXEMPT
AJD1	RISK MANAGER
AJH1	RISK MGMT TRAINING COORD-PRJ
AVS4	SBDC BUSINESS CONSULTANT-PRJ
AVD3	SBDC DIRECTOR-PROJECT
CCG1	SCHOOL READINESS PROG COOR-PRJ
J3S2	SECRETARY TO UNDERSHERIFF
NSGA	SENIOR LAND SURVEYOR
ADTD	SENIOR MANAGEMENT ANALYST
APDC	SHERIFF'S CHF OF MGNT SVCS
J3T0	SHERIFF'S EXECUTIVE ASST-EX
ADB5	SPECIAL ASST TO THE CO ADMN-EX
ADDH	SR DEPUTY COUNTY ADMNISTRATOR
2KD1	SR DEPUTY DISTRICT ATTORNEY-EX
2ED3	SR FINANCIAL COUNSELOR-EXEMPT
AGTF	SR HUMAN RESOURCES CONSULTANT
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS
29HA	SUPERVISING ATTORNEY-DCSS
S5S3	TREASURER'S INVEST OFFICER-EX
6XB4	UNDERSHERIFF-EXEMPT
EBW1	VOTER EDU & ENGMT ASST - PRJ
EBV1	VOTER EDU & ENGMT SPEC-PRJ
9KN3	WEATHERIZATION/HM REPAIR SUPV
XAD4	WORKFORCE INV BD EXC DIR-EX
XAD3	WORKFORCE SVCS DIRECTOR-EXEMPT

Exhibit B

Job Code	Classification
9JS2	CHILD NUTRT DIV NUTRI-PROJECT
2KWF	DEPUTY DISTRICT ATTORNEY-FT-FL
6XW3	DEPUTY SHERIFF RESERVE-EXEMPT
6XWC	DEPUTY SHERIFF-PER DIEM
6XW1	DEPUTY SPEC IN CO SVC AREA P-1
X762	EHS WORKFORCE DEV YOUTH WKR-PJ
VPS2	EXEMPT MED STF PODIATRIST
6CW1	FORENSIC ANALYST-PROJECT
VTWB	INTERIM PERMIT NURSE
2YWB	LAW CLERK I
2YVA	LAW CLERK II
2YTA	LAW CLERK III
64WB	LAW ENFORCE TRNG INSTR-PER DM
AJTA	LEAD EXAMINATION PROCTOR
3KW4	LIBRARY AIDE-EXEMPT
3KW2	LIBRARY STUDENT ASSISTANT-EX
V07A	MICROBIOLOGIST TRAINEE
VWHD	NURSING SHIFT COORD - PER DIEM
NK7A	STUDENT AIDE-CIVIL ENGINEER
999E	STUDENT WORKER-DEEP CLASS
EBW1	VOTER EDU & ENGMT ASST - PRJ

Exhibit C

Job Code	Classification
BAA1	AGRICULTURAL COM-DIR WTS/MEAS
DAA1	ASSESSOR
SAA1	AUDITOR-CONTROLLER
ADA1	BD OF SUPVR MEMBER
ADB1	CHIEF ASST COUNTY ADMIN
LTA1	CHIEF INFO OFF/DIR OF INFO TEC
ALA1	CLERK RECORDER
ADA2	COUNTY ADMINISTRATOR
2EA1	COUNTY COUNSEL
ADB6	COUNTY FINANCE DIRECTOR-EX
3AAA	COUNTY LIBRARIAN
7AA1	COUNTY PROBATION OFFICER-EX
96A1	COUNTY VETERANS' SVCS OFFICER
2KA1	DA PUBLIC ADMININSTATOR
4AA1	DIR OF CONSERVATION & DEVL P-EX
BJA1	DIRECTOR OF ANIMAL SERVICES
SMA1	DIRECTOR OF CHILD SUPPORT SVCS
NAA2	DIRECTOR OF GENERAL SERVICES-E
VCA1	DIRECTOR OF HEALTH SERVICES
AGA2	DIRECTOR OF HUMAN RESOURCES-EX
XAA2	DIRECTOR-EHSD-EXEMPT
25A1	PUBLIC DEFENDER
NAA1	PW DIRECTOR
6XA1	SHERIFF-CORONER
S5A1	TREASURER-TAX COLLECTOR



<b>Department Head</b>	<b>Job Code</b>	<b>Chief Assistant Department Head</b>	<b>Job Code</b>
Agricultural Commissioner/Director of Weights and Measures	BAA1	Chief Deputy Agricultural Commissioner/Sealer of Weights and Measures	BAB1
Assessor	DAA1	Assistant County Assessor	DAB1
Director of Human Resources	AGA2	Assistant Director of Human Resources	AGB1
Auditor-Controller	SAA1	Assistant County Auditor-Controller	SAB1
Board of Supervisors Member	ADA1	No Chief Assistant	
Chief Information Officer/Director of Information Technology	LTA1	Deputy Chief Information Officer - GIS-Exempt	LTD2
Clerk Recorder	ALA1	Assistant County Registrar	ALB1
		Assistant County Recorder	ALB3
		Deputy County Clerk-Recorder-Exempt	ALB2
County Administrator	ADA2	Chief Assistant County Administrator	ADB1
		County Finance Director	ADB6
County Counsel	2EA1	Excluded Classification	
County Librarian	3AAA	Deputy County Librarian - Public Services	3AFE
		Deputy County Librarian - Support Services	3AFG
County Probation Officer	7AA1	Asst County Probation Officer	7AB1
County Veterans' Services Officer	96A1	No Chief Assistant	
County Welfare Director	XAA2	Aging/Adult Svcs Director	XQD2
		Children and Family Svcs Director	XAD5
		Community Svcs Director	CCD1
		EHS Director of Admin	XAD6
		Workforce Inv Bd Exec Director	XAD4
Director of Animal Services	BJA1	Deputy Director of Animal Services	BJDF
Director of Child Support Services	SMA1	Chief Assistant Director of Child Support Services	SMBA
Director of Conservation and Development	4AA1	Deputy Director of Community Development/Transportation Planning	5AH2
		Deputy Director of Conservation and Development	4AD1
Director of Health Services	VCA1	No Chief Assistant	
District Attorney	2KA1	Excluded Classification	
Public Defender	25A1	Excluded Classification	
Public Works Director	NAA1	Deputy Public Works Director	NAD0
Sheriff-Coroner	6XA1	Undersheriff	6XB4
Treasurer-Tax Collector	S5A1	Chief Deputy Treasurer-Tax Collector	S5B2

Exhibit E

Job Code	Classification
6XF1	CHIEF POLICE-CONTRACT AGENCY-EX
6XB2	ASST SHERIFF-EXEMPT
6XB4	UNDERSHERIFF-EXEMPT
6XD1	COMMANDER-EXEMPT
6XA1	SHERIFF-CORONER



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 13, 2015

Subject: Government Code 7507 - Chief Executive Acknowledgement of Future Costs of Benefits - Probation Peace Officers' Association

**RECOMMENDATION(S):**

ACCEPT written acknowledgment by the County Administrator (Chief Executive Officer) that he understands the current and future costs of the Retirement benefit changes for employees represented by the Probation Peace Officers' Association, as determined by the County's actuary in the September 8, 2015 Actuarial Report.

**FISCAL IMPACT:**

As shown in the valuation, the result of the retirement changes described herein, if implemented, will save 3.9% of annual pensionable pay with the first hire in year one. Future valuation results will change with demographic and cost updates. These projections do accurately measure the direction of the plan change costs. Over time, as more employees are hired into the new PEPRA tier at a 2% COLA, the savings will become more significant. It should be noted that the figures presented in this report represent the savings associated only with the negotiation of a 2% COLA. The savings described in the valuation report do not include the savings resulting from the implementation of PEPRA.

**BACKGROUND:**

At its meeting on September 15, the Board of Supervisors accepted an actuarial valuation of future annual costs of negotiated and proposed changes to Other Post Employment Benefits, as provided by the County's actuary in a letter dated September 8, 2015. The Board was informed that Government Code, Section 7507 requires with regard to local

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Lisa Driscoll, County Finance  
Director, 335-1023

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

By: , Deputy

cc: Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources

#### BACKGROUND: (CONT'D)

>

legislative boards, that the future costs of changes in retirement benefits or other post employment benefits as determined by the actuary, shall be made public at a public meeting at least two weeks prior to the adoption of any changes in public retirement plan benefits or other post employment benefits. The September 8, 2015 report fulfilled that requirement.

Government Code, Section 7507 also requires that if the future costs (or savings) of the changes exceed one-half of 1 percent of the future annual costs of the existing benefits for the body, an actuary shall be present to provide information as needed at the public meeting at which the adoption of a benefit change shall be considered. An actuary will be present at the meeting of October 13, 2015.

And finally, Section 7507 requires that upon the adoption of any benefit change to which the section applies, the person with responsibilities of a chief executive officer in an entity providing the benefit, however that person is denominated, shall acknowledge in writing that he or she understands the current and future cost of the benefit as determined by the actuary.

As the County Administrator (chief executive officer) and by approving this Board Order, I acknowledge in writing that I understand the current and future cost of the benefit changes presented to you today, as determined by the actuary and contained in the September 8, 2015 letter from Buck Consultants (County's actuary).

#### CONSEQUENCE OF NEGATIVE ACTION:

Delayed implementation of the COLA reduction, resulting in loss of savings.

#### ATTACHMENTS

7507 Report for PPOA dated September 8, 2015

Buck Consultants, LLC  
353 Sacramento Street  
Suite 800  
San Francisco, CA 94111

tel 415.392.0616  
fax 415.392.3991

September 8, 2015

Ms. Lisa Driscoll  
Finance Director  
Contra Costa County  
651 Pine Street, 10<sup>th</sup> floor  
Martinez, CA 94553

Re: Complying with California Government Code Section 7507 Regarding Changes to Pension  
Benefits of Probation Peace Officers Association

Dear Ms. Driscoll:

We have been asked to estimate the effect on the County's current and future unfunded actuarial accrued liabilities and Annual Required Contributions resulting from a new tier of benefits in the structure of Assembly Bill 340 (AB340) with a 2.00% Cost of Living Adjustment (COLA) effective on January 1, 2016 or alternatively, effective July 1, 2016. Both dates are used as potential effective dates for the proposed change for the members of Probation Peace Officers Association. We are comparing this benefit structure to the AB340 structure with a 3.00% COLA which the plan currently provides.

Because this change affects only future entrants, it will have no effect on the unfunded actuarial accrued liabilities of Contra Costa County Employees' Retirement Association (CCCERA) as of the effective dates. We show the cost impacts on the enclosed charts per one hire per year (results are averages of one male and one female). The costs shown are combined employee and employer normal costs. By going from a 3.00% COLA to a 2.00% COLA, the County will realize a savings. The savings are equal to the excess of the normal cost for an AB340 structure with a 3.00% COLA over the normal cost of an AB340 structure with a 2.00% COLA.

We have expressed the savings in annual dollar amounts and as percentages of covered payroll for calendar years 2016, 2017 and 2018 (2019 is also included for the July 1, 2016 effective date). These results are merely illustrative and the actual impact will depend upon the actual demographic characteristics of the employees as well as the pattern of future hiring. On the exhibit for the July 1, 2016 effective date, results shown for 2016 are for the six month period July 1 through December 31.

Future actuarial measurements may differ significantly from the current measurement presented in this report due to such factors as: plan experience different from that anticipated by the economic and demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of this report, an analysis of the potential range of such future measurements has not been performed.

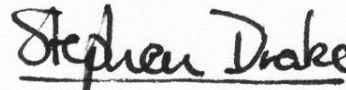
The methods and assumptions used are the same as those used in the December 31, 2014, actuarial valuation of CCCERA. The demographic as well as the economic assumptions with respect to investment yield, salary increase and inflation set forth in the December 31, 2014 valuation have been based upon a review of the existing portfolio structure as well as recent and anticipated experience. Information on our new entrant profile is given in Note 2 of the enclosed projections.

The report was prepared under the supervision of David Kershner and Stephen Drake, who are both Enrolled Actuaries and Members of the American Academy of Actuaries. David Kershner is a Fellow of the Society of Actuaries and Stephen Drake is an Associate of the Society of Actuaries. Both meet the qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report. This report has been prepared in accordance with all Applicable Actuarial Standards of Practice. We are available to answer any questions on the material contained in the report, or to provide explanations or further details as may be appropriate.

Sincerely,



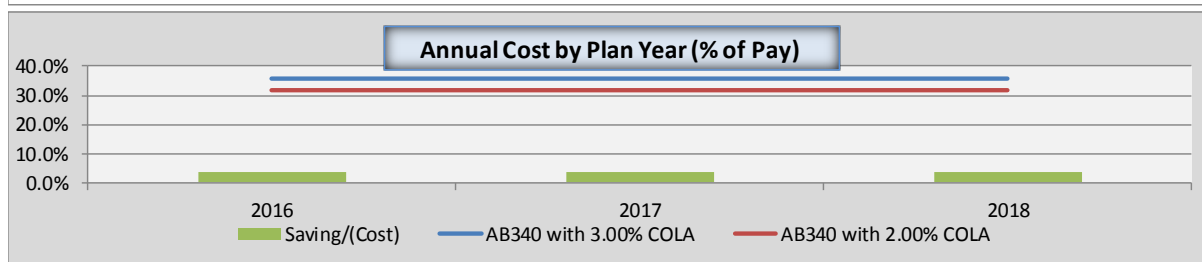
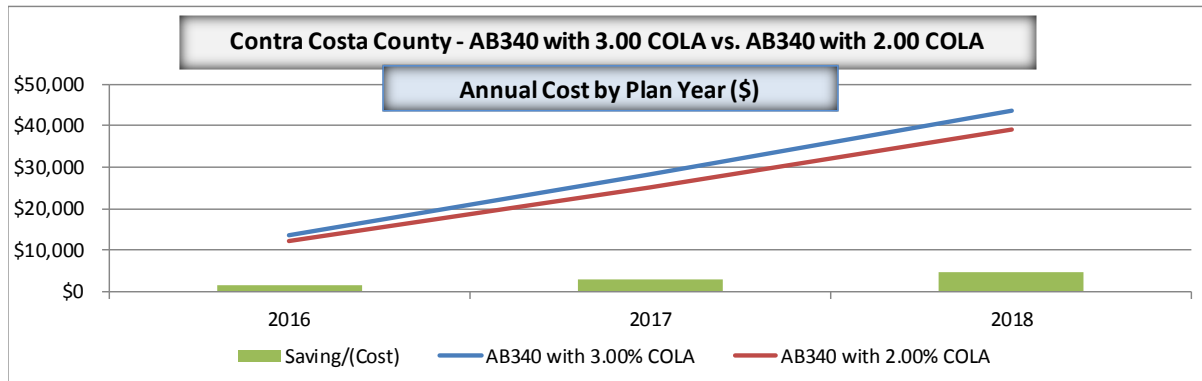
David J. Kershner, FSA, EA, MAAA  
Principal and Consulting Actuary



Stephen Drake, ASA, EA, MAAA  
Director, Retirement Actuary



**Probation Peace Officers Association – January 1, 2016**

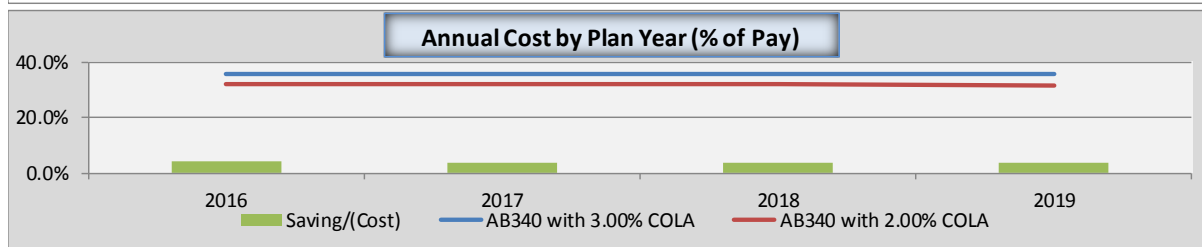
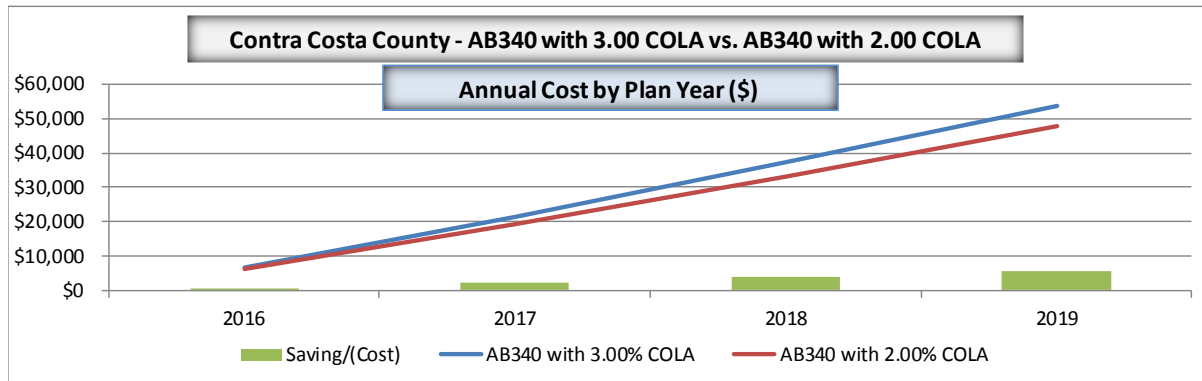


Calendar Year	2016	2017	2018
Valuation Pay	\$38,500	\$79,400	\$123,100
Annual Cost			
<b>AB340 with 3.00% COLA</b>			
i) \$	\$13,700	\$28,300	\$43,800
ii) % of Pay	35.6%	35.6%	35.6%
<b>AB340 with 2.00% COLA</b>			
i) \$	\$12,200	\$25,200	\$39,100
ii) % of Pay	31.7%	31.7%	31.8%
<b>Saving/(Cost)</b>			
i) \$	\$1,500	\$3,100	\$4,700
ii) % of Pay	3.9%	3.9%	3.8%

**Notes:**

1. The methods and assumptions used to determine the savings were the same as those used for the December 31, 2014 valuation for the Safety members.
2. The County is assumed to hire one Safety employee into PPOA at January 1 of each projection year (we have averaged results for one male and one female). The assumed age at entry for new hires is 35, and the annual salary is assumed to be \$42,400, \$43,900, and \$45,400 for the 2016, 2017, and 2018 hires, respectively. These assumptions were provided by the County.
3. The maximum compensation limit for the retirement benefit is assumed to be 120% of \$120,870, or \$145,044, for 2016 and it is expected to grow 2.00% per year.
4. In the AB340 benefit structure, the multiplier is 2.5% at 55. The multiplier increases by 0.1% for ages above 55 to a maximum of 2.7% at 57. It decreases by 0.1% for ages below 55 to a minimum of 2.0% at 50.

### Probation Peace Officers Association – July 1, 2016



Calendar Year	2016	2017	2018	2019
Valuation Pay	\$19,200	\$60,300	\$104,100	\$150,900
<b>Annual Cost</b>				
<b>AB340 with 3.00% COLA</b>				
i) \$	\$6,900	\$21,500	\$37,100	\$53,700
ii) % of Pay	35.9%	35.7%	35.6%	35.6%
<b>AB340 with 2.00% COLA</b>				
i) \$	\$6,100	\$19,200	\$33,100	\$47,900
ii) % of Pay	31.8%	31.8%	31.8%	31.7%
<b>Saving/(Cost)</b>				
i) \$	\$800	\$2,300	\$4,000	\$5,800
ii) % of Pay	4.1%	3.9%	3.8%	3.9%

**Notes:**

1. The methods and assumptions used to determine the savings were the same as those used for the December 31, 2014 valuation for the Safety members.
2. The County is assumed to hire one Safety employee into PPOA at July 1 of each projection year (we have averaged results for one male and one female). The assumed age at entry for new hires is 35, and the annual salary is assumed to be \$42,400, \$43,900, \$45,400, and \$47,000 for the 2016, 2017, 2018, and 2019 hires, respectively. These assumptions were provided by the County.
3. The maximum compensation limit for the retirement benefit is assumed to be 120% of \$120,870, or \$145,044, for 2016 and it is expected to grow 2.00% per year.
4. In the AB340 benefit structure, the multiplier is 2.5% at 55. The multiplier increases by 0.1% for ages above 55 to a maximum of 2.7% at 57. It decreases by 0.1% for ages below 55 to a minimum of 2.0% at 50.
5. Results for 2016 are for six months only (July 1 through December 31).



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 13, 2015

Subject: Memoranda of Understanding with Probation Peace Officers' Association of Contra Costa County

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/390 approving the Memorandum of Understanding between Contra Costa County and the Probation Peace Officers' Association of Contra Costa County (PPOACCC), implementing negotiated wage agreements and other economic terms and conditions of employment, for the period of July 1, 2015 through June 30, 2018.

**FISCAL IMPACT:**

The estimated cost of the negotiated contract is \$1.2 million for FY 2015/16 (\$1.0 million from the 4% wage increase for nine months, \$432,000 of this is pension cost and \$168,000 for healthcare, and \$90,000 for the lump sum payment); \$3.1 million for FY 2016/17 (\$1.3 million from the previous wage increase, \$575,000 of this is pension cost, \$1.3 million from the second 4% increase, and \$457,000 for healthcare); and \$4.5 million for FY 2017/18 (\$1.3 million each for the previous wage increases, \$1.3 million for the third 4% increase, and \$586,000 for healthcare). The estimated cost of the three year contract is \$8.8 million. Implementation of a change in the Cost of Living Adjustment (COLA) to the pension benefit for employees who become members of the Contra Costa County Employees' Retirement Association (CCCERA) on and after January 1, 2016, is intended to result in long term savings for both the employee and the County.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 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: Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources

## BACKGROUND:

The Probation Peace Officers' Association of Contra Costa County began bargaining with Contra Costa County on May 5, 2015. A Tentative Agreement was reached between the County and PPOACCC on October 8, 2015. The resulting Memorandum of Understanding, which is attached, includes modifications to wages, retirement, health care, and other benefit changes. In summary, those changes are:

- Duration of Agreement - Section 47.4
  - The term of the agreement is from July 1, 2015 through June 30, 2018.
- General Wages - Section 5.1
  - Effective October 1, 2015, the salary of all classifications will be increased by 4%.
  - Effective July 1, 2016, the salary of all classifications will be increased by 4%.
  - Effective July 1, 2017, the salary of all classifications will be increased by 4%.
  - One-time Lump sum payment of \$697 for certain specific, permanent classifications.
- Withdrawal of Membership - Section 2.5
  - The language in the agreement regarding the withdrawal of membership has been updated to remove reference to the specific year that such withdrawal must take place.
- Lead Probation Counselor - Section 5.13
  - The language in the agreement has been revised to clarify eligibility for applicable shift differential.
- Deferred Comp Loan Provision - New Section 5.15.D
  - Language has been added to the agreement to include a deferred compensation loan provision.
- Days & Hours of Work - Section 6
  - The work schedules listed in the agreement have been updated to include a 9/80 work schedule.
  - Language has been added to the agreement that requires hourly employees, including temporary and permanent intermittent employees, to timestamp in and out for work shifts and meal breaks.
  - Language has been added to the agreement that requires salaried employees to report time off and time worked for special pays on electronic timecard.
  - The language in the agreement has been revised to require that all leave accruals be reported in 1 minute increments
  - Language has been added to the agreement that waives further meeting and conferring related to impacts that result from implementation of automated timekeeping system, including but not limited to calculation of pays and reporting of time.
- Overtime and Compensatory Time - Section 7
  - The language in the agreement has been revised to define Straight Time Pay; clarify definition of Overtime Pay to be hours worked, not hours paid; and limit change in election of compensatory time to once per fiscal year.
- Call Back Time - Section 8
  - Language has been added to the agreement regarding the calculation of call back time and the requirement that employees must leave the premises to be eligible for call back time.
- Shift Differential - Section 9
  - The language in the agreement has been updated regarding the calculation of shift differentials.
- Workforce Reduction/Layoff/Reassignment - Section 10.2.H.
  - The language in the agreement has been revised to reduce the length of time individuals remain on the layoff list (from four (4) years to two (2) years).
- Holidays - Section 11
  - The language in the agreement has been revised regarding holidays for part-time and permanent intermittent employees.
  - Language has been added to the agreement regarding holidays for full-time employees scheduled to work less than 8 hours (short shift) on a holiday observed.
  - Language has been added to the agreement that limits overtime pay to 8 hours for employees who move their holiday to the next work day.
  - Language has been added that requires full-time employees working at twenty-four (24) hour operations, whose regular assigned schedule requires work on a holiday, to observe the holiday on the date the holiday falls including Saturdays or Sundays.
  - The language in the agreement has been revised to require that personal holiday accruals be reported

- in 1 minute increments. (Section 11.1.B.)
  - The language in the agreement has been revised to limit election of flexible compensatory time and holiday compensatory time to once per fiscal year.
- Accrual Increments - Section 11.1.B , Section 12.1, and Section 13.2
  - The language in the agreement has been revised to require that all personal holiday time be reported in 1-minute increments (Section 11.1.B),
  - The language in the agreement has been revised to require that all vacation accruals be reported in 1-minute increments (Section 12.1).
  - The language in the agreement has been revised to require that all sick leave be reported in 1-minute increments (Section 13.2).
- Health & Welfare, Life & Dental – Sections 17, Section 42, and Section 44.4
  - The health plan coverage and monthly premium subsidy sections were amended to provide a three tier structure for health and dental plan premiums and subsidies and to reduce the number of plans. (Sections 17.1 and 17.2)
  - A new section was added to the MOU that provides for cost relief for employees for the 2016 plan year, additionally the County will pay fifty percent (50%) of the future increases to medical plans above the 2016 premiums rates beginning with the 2017 plan year. (Section 17.7)
  - The language in the agreement has been revised regarding benefit access for Permanent Intermittent employees. (Section 42).
  - Language pertaining to healthcare benefits for temporary employees has been removed. (Section 44.4)
- Grievance Procedure - Section 23
  - The language in the agreement has been updated to include a specified timeframe of fifteen (15) work days to issue a Step 3 written response.
- Retirement - Section 25
  - Language has been added to the agreement regarding retirement benefits for persons who become new members of CCCERA on or after January 1, 2013, as governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA).
  - Language has been added to specify a two percent (2%) Cost of Living Allowance (COLA) for PEPRA Tier employees who become new members of CCCERA on or after January 1, 2016.
- Video Display Terminal (VDT) Users Eye Exam - Section 27.C
  - The language in the agreement has been updated to reflect a new title (Computer Vision Care).
  - The language in the agreement has been updated to allow an increased dollar contribution of \$50 towards frames.
- Pay Warrant Errors - Section 30
  - The language in the agreement regarding pay warrant errors has been updated to allow for a repayment period of up to 3 times the length of time the overpayment occurred.
- Permanent Part Time Employees - Section 41
  - The language in the agreement has been revised to define eligibility for pays and benefits for permanent part-time employees.
- Permanent-Intermittent Employees - Section 42
  - The language in the agreement has been revised to define terms and define eligibility for different types of pays and benefits.
- Provisional Employees - Section 43
  - The provision in the agreement pertaining to Provisional Employees has been removed.
- Temporary Employees - Section 44
  - The language in the agreement has been revised to define terms and eligibility for different types of pays and benefits.
- Scope of Agreement - Section 47.1
  - The County and the Association agree that all relevant side letters have been incorporated into the agreement and that any outstanding side letters not incorporated into the agreement are no longer considered effective.
- Miscellaneous Provisions - Section 50
  - The provision in the agreement pertaining to the Wellness Incentive Program (Section 50.C) has been removed.
- Inclusion of Probation Supervisors Unit

- Section 1 – Language has been added to the agreement that formally recognizes Probation Supervisors Unit as part of the Association.
- Section 43 – Language has been added to the agreement to establish a Special Benefits section applicable to employees in the Probation Supervisor I and Institutional Supervisor I classifications.
- Section 10.2.E – Language has been added to the agreement to indicate that employees in the Probation Supervisor I and Institutional Supervisor I classifications are not included in either the Probation Officer or Probation Counselor series, but are instead stand-alone classifications respectively.
- Section 11.2.A – The language in the agreement has been revised to require that Institutional Supervisor I employees assigned to a twenty-four (24) hour facility observe Independence Day, Christmas Day or New Year's Day on the day it falls, including Saturdays and Sundays.
- Section 13.3 – Language has been added to the agreement to include baby-bonding under the policies governing the use of paid sick.
- Classification name change – Global Change
  - The County and the Association agree to change in the agreement all references to “Probation Counselor” to “Juvenile Institution Officer.”

CONSEQUENCE OF NEGATIVE ACTION:

Employees will continue to work without a contract.

ATTACHMENTS

Resolution No. 2015/390

PPOACC MOU 7/1/15 thru 6/30/18



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

Adopted this Resolution on 10/13/2015 by the following vote:

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



**Resolution No. 2015/390**

**In The Matter Of:** Memoranda of Understanding with Probation Peace Officers' Association of Contra Costa County for the period of July 1, 2015 through June 30, 2018.

The Contra County Board of Supervisors acting in its capacity as the Governing Board of the County of Contra Costa RESOLVES that:

The Memorandum of Understanding (MOU) between Contra Costa County and Probation Peace Officers' Association of Contra Costa County providing for wages, benefits and other terms and conditions of employment for the period beginning July 1, 2015 through June 30, 2018, for those classifications represented by the Probation Peace Officers' Association of Contra Costa County is ADOPTED. A copy of the MOU is attached.

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

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

**ATTESTED: October 13, 2015**

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

By: , Deputy

**cc:** Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CONTRA COSTA COUNTY**  
**AND THE**  
**PROBATION PEACE OFFICERS ASSOCIATION**  
**OF**  
**CONTRA COSTA COUNTY**



**JULY 1, 2015 – JUNE 30, 2018**

**PROBATION PEACE OFFICERS ASSOCIATION  
OF  
CONTRA COSTA COUNTY**

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## **ATTACHMENTS**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
  
AND THE  
  
PROBATION PEACE OFFICERS ASSOCIATION  
OF  
CONTRA COSTA COUNTY**

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 Chief of Labor Relations (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 Association is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees. This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of the County and appropriate fire districts, as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing and ending as described in subsection 47.4.

## **DEFINITIONS**

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### **DEFINITIONS**

- A. **Appointing Authority:** Department Head unless otherwise provided by statute or ordinance.
- B. **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.
- C. **Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- D. **County:** Contra Costa County.
- E. **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.
- F. **Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.
- G. **Eligible:** Any person whose name is on an employment or reemployment or layoff list for a given class.
- H. **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.
- I. **Employment List:** A list of persons who have been found qualified for employment in a specific class.
- J. **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.
- K. **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.
- L. **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.

- M. **Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.
- N. **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.
- O. **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.
- P. **Position:** The assigned duties and responsibilities calling for the regular full-time, part-time or intermittent employment of a person.
- Q. **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.
- R. **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.
- S. **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.
- T. **Resignation:** The voluntary termination of permanent employment with the County.
- U. **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.
- V. **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.
- W. **Association:** Probation Peace Officers Association of Contra Costa County.

## **SECTION 1 - ASSOCIATION RECOGNITION**

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### **SECTION 1 - ASSOCIATION RECOGNITION**

The Association is the formally recognized employee organization for the Probation Representation Unit and Probation Supervisor Unit certified pursuant to Board of Supervisors' Resolution 81/1165.

### **SECTION 2 - ASSOCIATION 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 Association has the exclusive privilege of dues deduction or agency fee deduction for all employees in its units.

**2.2 Agency Shop.**

A. The Association agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Association.

B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:

1. Become and remain a member of the Association or;
2. Pay to the Association, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Association to determine an agency shop fee which meets the above criteria; or
3. Do both of the following:
  - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - b. Pay a sum equal to the agency shop fee described in subsection 2.2 (Agency Shop) paragraph B subparagraph 2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.



## ***SECTION 2 - ASSOCIATION SECURITY***

- C. The Association shall provide the County with a copy of the Association's Hudson Procedure for the determination and protest of its agency shop fees. The Association 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 Association's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.
- D. The provisions of subsection 2.2 (Agency Shop) paragraph B subparagraph 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 duration of more than thirty (30) days.
- E. Annually, the Association shall provide the Director of Human Resources with copies of the financial report which the Association 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 Association 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 Association dues, agency shop fee, initiation fee or charitable contribution required under subsection 2.2 (Agency Shop) paragraph B subparagraph 3 are not received, the Association may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Association.
- G. The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Association security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.

## **SECTION 2 - ASSOCIATION SECURITY**

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- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Association.
- I. If employees in a bargaining unit represented by the Association vote to rescind agency shop, the provisions of Subsections 2.4 (Maintenance of Membership) and 2.5 (Withdrawal of Membership) shall apply to dues-paying members of the Association.

**2.3 Dues Form.** Employees hired on or after October 1, 1981, in classifications assigned to units represented by the Association shall, as a condition of employment, complete a Association dues authorization card provided by the Association and shall have deducted from their paychecks the membership dues of the Association. 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 Association. Such decision not to become a member of the Association 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 Association, any Association 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 Association. 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 Association.

Each such dues authorization form referenced above shall include a statement that the Association and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Association 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 Association who are currently paying dues to the Association and all employees in such units who hereafter become members of the Association shall as a condition of continued employment pay dues to the Association for the duration of this MOU and each year thereafter so long as the Association continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with subsection 2.5 (Withdrawal of Membership).

**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Department in writing, between April 1 and April 30, any employee may withdraw from Association membership and discontinue paying dues as of the payroll period commencing June 1 discontinuance of dues payments to then be reflected in the July 10 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Association a list of the employees who have rescinded their authorization for dues deduction. This can only be accomplished if and when agency shop would be rescinded.

## **SECTION 2 - ASSOCIATION SECURITY**

**2.6 Communicating With Employees.** The Association shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Association, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the 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 Association.

Representatives of the Association, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the 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 Association shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards.
- B. To arrange for use of a meeting room.
- C. To leave and/or distribute a supply of literature as indicated above.
- D. To represent an employee on a grievance and/or to contact an Association officer on a matter within the scope of representation. In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

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

- A. Such space is available.
- B. There is no additional cost to the County.
- C. It does not interfere with normal County operations.
- D. Employees in attendance are not on duty and are not scheduled for duty.
- E. The meetings are on matters within the scope of representation. The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Association shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition. The use

## **SECTION 2 - ASSOCIATION SECURITY**

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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 Association shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions 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 Association, that the employee's classification is represented by the Association and the name of a representative of the Association. The County will provide the employee with a packet of information which has been supplied by the Association and approved by the County. The County shall provide an opportunity for the Association 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 Chief of Labor Relations shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his/her determination.
- B. Final Determination. The Chief of Labor Relations' 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. Upon request by an employee organization in accordance with subsection 2.10, Assignment of Classes to Bargaining Units, paragraph B above, the Chief of Labor Relations shall meet and confer with the requesting organization(s), and with other recognized employee organizations when appropriate, to seek agreement on this matter within sixty (60) days after the ten (10) day period in subsection 2.10 (Assignment of Classes To Bargaining Units) paragraph B, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and

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

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criteria for determination shall conform to Board of Supervisor's Resolution 81/1165.

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

The Employer and the Association recognize that under the Americans With Disabilities Act ("ADA") the Employer has an obligation to reasonably accommodate disabled employees. If because of that requirement the Employer contemplates actions to reasonably accommodate an employee that conflict with any provision of this Agreement, the County will advise the Association of such proposed accommodation. Upon request, the County will meet and confer with the Association on the impact of such accommodation.

If the County and the Association do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of ADA.

#### **SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES**

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

- A. If their attendance is required by the County at a specific meeting, 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 23 (Grievance Procedure) of this MOU.
- D. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to

## **SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES**

present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.

- E. If they are designated as spokesperson or representative of the Association and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, 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 the Association are to be discussed.
- F. Shop stewards and Association officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in Association business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the Association business involved (e.g. grievance meeting, Skelly hearing).

**4.2 Association-Sponsored Training Programs.** The County shall provide a maximum of forty-eight (48) hours per year of release time for Association designated stewards or officers to attend Association-sponsored training programs. Time authorized by the County for training creditable to STC training shall not be counted towards this total. Verification regarding whether training is creditable will not be determined until after the training is received and submitted for approval to the Corrections Standards Authority (CSA). There will be no penalty for exceeding the cap on training hours if the hours are determined to be non-creditable after the training is received. 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 Association Representatives.** Official representatives of the Association shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Chief of Labor Relations or designee or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed two (2) without prior approval of the Labor Relations Officer, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.



**SECTION 5 - SALARIES****5.1 General Wages.****A. General Wages.**

1. Effective the first of the month of adoption by the Board of Supervisors, the base rate of pay for all classifications represented by the Probation Peace Officers Association will be increased by four percent (4%).
2. Effective on July 1, 2016, the base rate of pay for all classifications represented by the Probation Peace Officers Association will be increased by four percent (4%).
3. Effective July 1, 2017, the base rate of pay for all classifications represented by the Probation Peace Officers Association will be increased by four percent (4%).

**B. Lump Sum Payment**

1. Permanent Full-Time Deputy Probation Officers (7AWA, 7AVA, 7ATA) and Probation Supervisor I (7AHA), and Institutional Supervisor I (7KHA) in one of these classifications on the first day of the month in which the MOU is adopted by the Board of Supervisors, will each be paid a lump sum payment of six hundred ninety seven dollars (\$697) on November 10, 2015.
2. The employee's lump sum payment will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

**C. Longevity Pay.**

1. Employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.
2. Effective July 1, 2012, permanent, full-time and part-time employees who have completed fifteen (15) years of Contra Costa County service will receive a two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For those employees who completed fifteen (15) years of service on or before July 1, 2012, this longevity differential will be paid prospectively only from July 1, 2012.
3. Effective July 1, 2012, permanent, full-time and part-time employees who have completed twenty (20) years of Contra Costa County service will receive a two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award. For those employees who completed twenty (20) years of service on or before July 1, 2012, this longevity differential will be paid prospectively only from July 1, 2012.

## **SECTION 5 - SALARIES**

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**5.2 Entrance Salary.** New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range if mutually agreeable guidelines have been developed in advance or the Director of Human Resources (or designee) offers to meet confer with the Association on a case by case basis each time prior to formalizing the appointment.

**5.3 Anniversary Dates.** Anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in subsection 5.3 (Anniversary Dates) Paragraph A (New Employees) above.
- C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. Transfer, Reallocation & Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- E. Reemployment. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- F. Notwithstanding other provisions of this Section 5 (Salaries), the anniversary date 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.

## **SECTION 5 - SALARIES**

**5.4 Steps 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 subsection 5.3 (Anniversary Dates) to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the step or denial of the step subject to one additional review at a specified later date that falls before the employee's next anniversary. Such later date must be established when the original recommendation is returned to the employee. Except as provided herein, steps within range shall not be granted more frequently than once a year, nor shall more than one (1) step within range be granted at one time. If the appointing authority recommends denial of the within range step advancement on the employee's anniversary date, but recommends a special salary review at a later date before the employee's next anniversary date, the special salary review shall not affect the regular salary review on the employee's next anniversary date. Nothing herein shall be construed to mandate that the County grant step advancement. If the employee's department attests in writing that it made an administrative or clerical error by failing to submit the documents needed to advance an employee to the next salary step on the first of the month when the employee was eligible for the advancement, said advancement shall take effect retroactive and including the first of the month in which the employee was first eligible for the advancement.

**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 fulltime employee under the provisions of this Section 5 (Salaries), 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

## **SECTION 5 - SALARIES**

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reclassified shall be governed by the provisions of subsection 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. If 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 subsection 5.8 (Salary Reallocation & Salary on Reallocation) paragraph A, 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. If the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. If an employee is in a position which is reallocated to a different class 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. If 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.

**5.9 Salary on Promotion.** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.12 (Pay for Work in a Higher Classification), shall receive the salary in the new salary range which is next higher than the rate received before promotion. If 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. Upon 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

## **SECTION 5 - SALARIES**

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, 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 subsection 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. If this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class. Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

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

**5.12 Pay for Work in Higher Classification.** When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to subsection 5.9 (Salary on Promotion) of this Memorandum of Understanding, at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

- A. When an employee is assigned to a program, service or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- B. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- C. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- D. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a promotional procedure provided in this Memorandum of Understanding.

## **SECTION 5 - SALARIES**

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- 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) 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.

**5.13 Lead Juvenile Institution Officer.** Permanent full-time and permanent intermittent employees in the classifications of Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), and Juvenile Institution Officer III (7KTB) in County juvenile institutions and treatment programs 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 when assigned as "Lead Juvenile Institution Officer" for their unit or dormitory.

The same shift differential will also apply when:

- replacing an employee in the classification of Institutional Supervisor II (7KGA) who is assigned to the Juvenile Hall (Org. # 3120), or
- replacing an employee in the classification of Institutional Supervisor I (7KHA) who is assigned to Orin Allen Youth Rehabilitation Facility. (Org. # 3160).

Facility administrators have the sole responsibility for selecting and assigning Lead Juvenile Institution Officers. The selection process shall include an assessment of experience, skills, leadership abilities, seniority, and the needs of the unit or facility among other considerations. The selection and assignment of Juvenile Institution Officers in accordance with the above criteria is not grievable.

**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



## **SECTION 5 - SALARIES**

month, draw his/her warrant upon the Treasurer in favor of such employee. The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions. The election to receive the advance shall be made on the prescribed form (form M-208, revised 5/81) and submitted by the fifteenth (15th) of the month to the department payroll clerk who will forward the card with the Salary Advance Transmittal/Deviation Report to the Auditor-Controller (Payroll Section). Such an election would be effective in the month of the submission and would remain effective until revoked. In the case of an election made pursuant to this Section 5.14, (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 Special Benefit for Permanent Employees Hired on and after January 1, 2011:**

- A. Beginning on April 1, 2011 and for the term of this resolution, the County will contribute one hundred and fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:
1. The employee must be hired by Contra Costa County on or after January 1, 2011.
  2. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.
  3. The employee must have been employed by Contra Costa County for at least 90 calendar days.
  4. The employee must contribute a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.
  5. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.
  6. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.
- B. No Cross Crediting: The amounts contributed by the employee and the County pursuant to Subsection A do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Contribution Required to Maintain Incentive Program Eligibility" in Subsection A. Similarly, the

## **SECTION 6 - DAYS AND HOURS OF WORK**

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amounts contributed by the employee and the County pursuant to Subsection A do not count towards the employee's \$25 per month minimum contribution required by Subsection B.

- C. **Maximum Annual Contribution:** All of the employee and County contributions set forth in Subsection A will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.

D. **Deferred Compensation Plan – Loan Provision:** On June 26, 2012, the Board of Supervisors adopted Resolution 2012/298 approving an amendment to the Deferred Compensation Plan Loan Program. The Probation Peace Officers Association (PPOACCC) became eligible to apply for loans through the Contra Costa County Deferred Compensation Program effective June 26, 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.

## **SECTION 6 - DAYS AND HOURS OF WORK**

### **6.1 Definitions.**

## ***SECTION 6 - DAYS AND HOURS OF WORK***

- 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 forty (40) hours in the "workweek" as defined in subsection F 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, Alternate, and 4/10 Work Schedules:** For employees on regular, flexible, 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). Department Heads may offer current and future employees a 9/80 work schedule with the first or second Monday or Friday off and with a start time of 7:30 am or 8:00 am. 9/80 work schedules will be implemented in accordance with the Administrative Bulletin on 9/80 work schedules.
- H. **9/80 Work Schedule.** The Probation Department agrees to continue a 9/80 work schedule program for those Institutional Supervisor I employees who work the graveyard shift at Juvenile Hall with the following conditions:
- a. The 9/80 program does not negatively impact the operations of the Juvenile Hall graveyard shift;
  - b. The 9/80 program will not result in additional staff costs;

## **SECTION 7 - OVERTIME AND COMPENSATORY TIME**

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- c. The 9/80 work schedule will be optional to the assigned Institutional Supervisor I employee;

### **6.2 4/10 Shifts.**

- A. 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 Association 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.
- B. Individual Deputy Probation Officers currently on a 4/10 schedule may remain on said schedule for the duration of the MOU except when a change to a 5/8 schedule is mutually agreed upon between the employee and their immediate supervisor. However, as positions vacate, the Probation Department reserves the prerogative to change the assignment to a 5/8 work schedule before refilling it. Nothing herein precludes supervisors from recommending that vacated 4/10 positions be retained.

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

- 6.4 Accrual Usage:** The use of leave accruals must be reported in one (1) minute increments.

- 6.5 Time Reporting and Pay Practices Waiver.** The Association agrees to the implementation of an Automated Timekeeping System. The Association waives its right to meet and confer regarding any impacts that may result from the County's implementation of the automated timekeeping system, including but not limited to, changes to current departmental time reporting and pay practices.

## **SECTION 7 - OVERTIME AND COMPENSATORY 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

## **SECTION 7 - OVERTIME AND COMPENSATORY TIME**

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-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 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.
- C. Permanent full-time and part-time employees in the classification of Institutional Supervisor I (7KHA) who are assigned to Juvenile Hall (Org# 3120) or Orin Allen Youth Rehabilitation Facility (Org# 3160) are eligible to receive overtime pay or overtime compensatory time off for any authorized work performed. All other Institutional Supervisor I (7KHA) employees and employees in the classification of Probation Supervisor I (7AHA) are not eligible to receive the overtime pay, straight time pay or compensatory time described in this Section 7. In lieu of overtime pay, straight time pay or compensatory time; these employees will receive Paid Personal Leave pursuant to Section 50.B.

### **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 their 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, after the list has been compiled, will be paid for authorized overtime and straight time hours worked until the preparation of the next annual list.
- C. Compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee.

## ***SECTION 7 - OVERTIME AND COMPENSATORY TIME***

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- D. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty [80] hours at time and one-half). Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- E. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in d above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- F. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
- G. When an employee promotes, demotes, or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
- H. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in paragraph 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.

## **SECTION 8 - CALL BACK TIME PAY**

### **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**

A permanent full-time or 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 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 - 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



## **SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT**

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.

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 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT**

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

- A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- B. Advise employees in those classifications that position reductions may occur in their classifications.
- C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- D. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.

## **SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT**

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

### **10.2 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.

## **SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT**

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

### **D. Particular Rules on Displacing.**

1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
2. A permanent full-time employee may displace any intermittent or part-time employee with less seniority.
  - a. In the same class as provided in Section 10.2 (Separation Through Layoff) paragraph C subparagraph 1 (In the Same Class) or,
  - b. In a class of the same or lower salary level as provided in Section 10.2 (Separation Through Layoff) paragraph C subparagraph 2 (In the Same Level or Lower Class), if no fulltime employee in a class at the same or lower salary level has less seniority than the displacing employees.
3. Former permanent full-time employees who have voluntarily become permanent part time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Director of Human Resources or designee retain their permanent full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

### **E. Seniority.**

1. 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. 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

## **SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT**

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.

2. Seniority for layoffs, pursuant to this Section 10 (Workforce Reduction/Layoff/Reassignment) and subsection 20.5 (Reassignment Due to Layoff or Displacement) shall be based on series seniority rather than classification seniority. The Juvenile Institution Officer series includes Juvenile Institution Officer I, Juvenile Institution Officer II, and Juvenile Institution Officer III. The Deputy Probation Officer series includes Deputy Probation Officer I, Deputy Probation Officer II, and Deputy Probation Officer III. The Probation Supervisor I and Institutional Supervisor I classifications are not included in either series and are considered stand-alone classifications. An employee's seniority within a series for layoff, displacement and reassignment purposes under subsection 19.6 (Seniority Credit) shall be determined by adding the employee's length of service in the particular series in which the employee currently holds a position, 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 the layoff.
- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or as voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the Layoff List for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted because 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 two (2) 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

## **SECTION 10 - WORKFORCE REDUCTION/LAYOFF/REASSIGNMENT**

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 Director of Human Resources 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 (Causes for Disqualification) 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.
5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address. If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.

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

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

**10.4 Special Employment Lists.** The County will establish a Tactical Employment Team (T.E.T.) employment pool which will include the names of all laid off County employees. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). Employees in the T.E.T. employment pool shall be guaranteed a job

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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.

**10.5 Reassignment of Laid Off Employees.** Employees who are displaced within the same classification or within the Juvenile Institution Officer series or within the Probation Officer series from fulltime to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

## **SECTION 11 - HOLIDAYS**

### **11.1 Holidays Observed.**

#### **A. The County will observe the following holidays:**

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 who work in twenty-four (24) hour operations and whose regularly assigned schedule results in the employee working 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.

## **SECTION 11 - HOLIDAYS**

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- B. Each full-time employee will accrue two (2) hours of personal holiday credit per month. Such personal holiday time, will be taken in one minute increments, and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee shall be paid for any unused personal holiday credits at the employee's then current pay rate.
- C. Employees who work in twenty-four (24) hour facilities or Juvenile Institution Officers designated as Juvenile Hall Transportation Officers by the Probation Department will, in addition to those holidays specified in Section 11.1.A above, observe Admission Day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but shall not accrue the two (2) hours per month of personal holiday credit referenced in Section 11.1.B above. Juvenile Institution Officers designated as Juvenile Hall Transportation Officers by the Probation Department may be required to work one or more of the holidays.

### **11.2 Holiday is Observed (NOT WORKED)**

#### **A. Full-Time Employees:**

1. **Holiday 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 a 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.
3. **Holiday Observed – Full Time Employees Scheduled in Excess of Eight (8) Hours:** When a holiday falls on an employee's regularly full-time employee's scheduled work day, 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 (A.W.O.P.) will be authorized.



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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 1.0 times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee is 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 the his/her number of position hours bears the part-time employee's weekly schedule 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 hours per week is entitled to 4.8 hours off work on a holiday (24/40 multiplied by 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 receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or 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 employee's part time employee's holiday hours." If the employee does not have any non-sick leave accruals balances, leave without pay (AWOP) will be authorized.
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 schedule 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 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."

## **SECTION 11 - HOLIDAYS**

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### **11.3 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, up to a maximum of eight (8) hours. This provision applies to 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.
3. **Holiday Falls On Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules:**

- A. When a full-time employee works on a holiday that falls on the employee's scheduled day off, the employee is entitled to receive his or her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision applies to employees on 4/10, 9/80, flexible, and alternate work schedules.

#### **B. Part Time Employees.**

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."

## **SECTION 11 - HOLIDAYS**

- 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’s 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 times 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) times 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 of 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 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.

## **SECTION 11 - HOLIDAYS**

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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 times 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.”

### **11.4 Holiday and Compensatory Time Provisions.**

- A. **Maximum Accruals of Holiday Comp Time.** Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one-half (1.5) times his/her base rate of pay. Holiday compensation time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- B. **Pay Off of Holiday Comp Time.** Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent intermittent position, or transfer, assignment, or promotion or demotion into a position that is not eligible for holiday compensatory time.
- C. **Maximum Accruals of Flexible Compensatory Time.** Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of one (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. **Payoff of Flexible Comp Time.** Flexible compensatory time will be paid off only upon a change in status. A change in status includes 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 compensatory time credit must agree for a full fiscal year (July 1 through June 30). The employee must notify their departmental payroll staff of any change in the election by May 31 of each year.
- 11.5 **Permanent Intermittent Employees.** Permanent-Intermittent employees who work on a holiday are entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for a maximum of eight (8) hours worked on the holiday.

## **SECTION 12 - VACATION LEAVE**

**11.6 Holiday Worked by Temporary Employee.** A temporary employee in the job classification of Juvenile Institution Officer I, II, or III who has completed 2080 hours of employment is eligible to receive overtime pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for all hours worked on the holiday, up to a maximum of eight (8) hours.

**11.7 Holidays for Full-Time Employees who Work in Twenty-Four (24) Hour Facilities and Who do Not Accrue Two (2) Hours per Month of Personal Holiday Credit.**

- A. All of the provisions of section 11 apply to all the full-time employees who work in twenty-four (24) hour facilities and who do not accrue two (2) hours per month of personal holiday credit.
- B. 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 two (2) 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 or 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, for a maximum of eight (8) hours, 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.
  - 2. **Employee does NOT work on his/her Next Scheduled Work Day Following the Holiday.** When a full time employee does NOT work on his/her next scheduled work day following the holiday, the employee is entitled to the day off, without a reduction in pay, in recognition of his/her regularly scheduled day off.
  - 3. The County retains the right to decide when an employee will work or not work the next scheduled work day following a holiday.

## **SECTION 12 - VACATION LEAVE**

**12.1 Vacation Allowance.** Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour calculated on the same basis as for partial month compensation pursuant to Section 5.8 (Salary Reallocation and Salary Reallocation) of this MOU. Vacation credits may be taken in one (1) minute increments but may not be taken during the first six (6) months of employment (not necessarily synonymous with probationary status) except where sick leave has been exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken.

## **SECTION 12 - VACATION LEAVE**

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**12.2 Vacation Leave on Reemployment From a Layoff List.** Employees with six (6) months or more service in a permanent position prior to their layoff who are employed from a layoff list, shall be considered as having completed six 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.

### **12.3 Vacation Accrual Rates.**

A. **Accrual Rates of Maximum Accumulation.** The rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows:

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

B. **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.

#### **Example One:**

1. The employee's Service Award Date is January 1, 1988;
2. The employee reached twenty (20) years of service on January 1, 2008;
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008 pay warrant.

#### **Example Two:**

1. An employee's Service Award Date is February 24, 1987
2. The employee reached twenty (20) years of service on February 24, 2007;

## **SECTION 13 - SICK LEAVE**

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.

**12.4 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

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

**12.6 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 Memorandum of Understanding.

## **SECTION 13 - SICK LEAVE**

**13.1 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.

**13.2 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 this Memorandum 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. 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.

### **13.3 Policies Governing the Use of Paid Sick Leave.**

- A. 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:



## **SECTION 13 - SICK LEAVE**

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1. "Immediate Family" means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.
  2. "Employee" means any person employed by Contra Costa County in an allocated position in the County service.
  3. "Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and this Memorandum of Understanding.
  4. "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.
- B. 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:
1. 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.
  2. 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:
    - a. An application for retirement due to disability has been filed with the Retirement Board.
    - b. 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.
    - c. 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

## **SECTION 13 - SICK LEAVE**

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

3. 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.
4. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from, 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:
  - a. 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.
  - b. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  - c. 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.
5. Medical and Dental Appointments. An employee may use paid sick leave credits:
  - a. For working time used in keeping medical and dental appointments for the employee's own care; and
  - b. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.
6. 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.

## **SECTION 13 - SICK LEAVE**

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7. 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.
8. Legal Adoption of a Child. Paid sick leave credits may be used by an employee upon adoption of the child.
9. 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.
10. Accumulated paid sick leave credits may not be used in the following situations:
  - a. 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.
  - b. 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.

**13.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the department head. Unless otherwise provided in the supplemental sections of this MOU, the following procedures apply:

**A. Employee Responsibilities**

1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably

## **SECTION 13 - SICK LEAVE**

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 subsection 13.4 (Administration of Sick Leave) paragraph A.
  2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
  3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
  4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
  5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above. Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator. To help assure uniform policy application, the Director of Human Resources or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

### **13.5 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

## **SECTION 13 - SICK LEAVE**

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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 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 subsection 13.5 (Disability) paragraphs (A) or (B), 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.

## **SECTION 13 - SICK LEAVE**

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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 Director of Human Resources to the Merit Board. Alternatively, the employee may file a written election with the Director of Human Resources waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
  - J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
    1. The physical or mental health condition cited by the appointing authority does not exist, or
    2. The physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
  - K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Director of Human Resources to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
  - L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator's fees and expenses shall be paid one-half by the

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County and one-half by the employee or the employee's Association. 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. The scope of the arbitrator's review shall be as follows:

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.

### **13.6 Workers' Compensation.**

A. Not Covered by Labor Code Section 4850. This subsection 13.6.A (Worker's Compensation) applies only to those on-the-job injuries or illnesses sustained by employees who are not covered for such injury or illness under Labor Code Section 4850:

1. Benefit Level. A permanent employee shall continue to receive the appropriate percent of regular monthly salary for all accepted claims filed before January 1, 2000, during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2000, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 87% to 86%. For all accepted claims filed with the County on or after January 1, 2007, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 86% to 80%. For all accepted claims filed with the County on or after January 1, 2008, the percentage of pay for employees entitled to Workers' Compensation shall be decreased from 80% to 75%. If Workers' Compensation becomes taxable, the County agrees to restore the original benefit level (100% of monthly salary) and the parties shall meet and confer with respect to funding the increased cost.
2. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses anytime 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



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when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

3. 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.
4. Termination of Continuing Pay. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division. Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.
5. Extended Temporary Disability. 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.

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6. Rehabilitation Integration. An injured employee who is eligible for Workers' Compensation rehabilitation temporary disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive 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.
7. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.
8. 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

- B. Covered By Section 4850. This subsection 13.6.B applies only to those on-the-job injuries or illnesses sustained by employees who are covered for such injury or illness under Labor Code Section 4850.

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

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

## **SECTION 14 - CATASTROPHIC LEAVE BANK**

2. Sick Leave and Vacation. Sick leave and vacation shall accrue in accordance with the provision of State Labor Code 4850.
3. 4850 Pay Beyond One Year. If an injured employee remains eligible for Worker's Compensation temporary disability benefits beyond one year, full salary will continue by integrating sick leave and/or vacation accruals with Worker's Compensation benefits (use of vacation accruals must be approved by the department and the employee). If salary integration is no longer available because accruals are exhausted, Worker's Compensation benefits will be paid directly to the employee as prescribed by Workers Compensation laws.
4. Rehabilitation Integration. An injured employee who is eligible for Worker's Compensation rehabilitation temporary disability benefits and who has exhausted 4850 pay eligibility will continue to receive full salary by integrating sick leave and/or vacation accruals with Worker's Compensation rehabilitation temporary disability benefits. When these accruals are exhausted, the rehabilitation temporary disability benefits will be paid directly to the employee as prescribed by Workers Compensation laws.
5. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the 4850 pay period and during integration of sick leave or vacation with Worker's Compensation benefits.
6. 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 hrs.)

W = Statutory Workers' Compensation for a month

S = Monthly salary

**13.7 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 14 - CATASTROPHIC LEAVE BANK**

All employees are included in the Catastrophic Leave Bank and may designate a portion of accrued vacation, compensatory time, holiday compensatory time, or personal holiday credit to be deducted from the donor's existing balances and credited to the bank or to a specific eligible employee.

**14.1 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

## **SECTION 14 - CATASTROPHIC LEAVE BANK**

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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, 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.

### **14.2 Operation.**

- A. The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee will meet once a month if 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 nonspecific. Consideration of all requests by the committee will be on an anonymous requester basis.
- B. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals. 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.
- C. 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.

## **SECTION 15 - LEAVE OF ABSENCE**

- D. 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 applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account.

### **SECTION 15 - LEAVE OF ABSENCE**

**15.1 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.

#### **15.2 General Administration - Leaves of Absence.**

- A. 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. Leave without pay may be granted for any of the following reasons:
1. Illness or disability.
  2. Pregnancy.
  3. Parental.
  4. To take a course of study such as will increase the employee's usefulness on return to the position.
  5. For other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original

## **SECTION 15 - LEAVE OF ABSENCE**

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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 15.5 (Family Care or Medical Leave) 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.

**15.3 Furlough Days Without Pay (Voluntary Time Off or "V.T.O.").** 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 subsection 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 subsections 11.1 (Holidays Observed), 12.1 (Vacation Allowance), 12.4 (Accrual During Leave Without Pay), 13.2 (Credits to and Charges Against Sick Leave), and 13.7 (Accrual During Leave Without Pay) of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing V.T.O. program shall be continued for the life of the contract.

**15.4 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

## **SECTION 15 - LEAVE OF ABSENCE**

accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever. An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service. Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

**15.5 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.

**15.6 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.

**15.7 Intermittent Use of Leave.** The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 15.12 (Leaves Without Pay – Use of Accruals) 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.

**15.8 Aggregate Use for Spouses.** If the spouses or domestic partners are both employed by the County, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month 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.



## **SECTION 15 - LEAVE OF ABSENCE**

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**15.9 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** (CFRA) Leave”**: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
  - 1. The date, if known, on which the serious health condition commenced.
  - 2. The probable duration of the condition.
  - 3. An estimate of the amount of time which the employee needs to render care or supervision.
  - 4. A statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision.
  - 5. If for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- G. **“Certification for Family **Medical** (FMLA) Leave”**: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:

## ***SECTION 15 - LEAVE OF ABSENCE***

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1. The date, if known, on which the serious health condition commenced.
  2. The probable duration of the condition.
  3. A statement that the employee is unable to perform the functions of the employee's job.
  4. If for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.
- H. "Comparable Position": 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.

### **15.10 Pregnancy Disability Leave.**

- A. How Leave Is Counted. Insofar as pregnancy disability leave is used under subsection 13.3, paragraph B, subparagraph 4 (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the eighteen (18) week family care leave period.
- B. Pregnancy Limited Duty Assignment. Once an employee has been granted limited duty status for maternity reasons by the County, such employee may, with specific medical verification, request and receive reassignment to a work location which shall not require the employee to have a physical presence during the term of the pregnancy on any living unit at juvenile hall.

**15.11 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 subsection 15.12 (Leave Without Pay – Use of Accruals). During the eighteen (18) weeks of an approved medical or family care leave under subsection 15.5 (Family Care Leave or Medical Leave) 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 subsection 15.12 (Leave Without Pay – Use of Accruals). In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

### **15.12 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under subsection 13.3 - Policies

## **SECTION 15 - LEAVE OF ABSENCE**

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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 Long Term Disability ("LTD") Benefit Coordination or Sick Leave Integration or as provided in the sections below.

- B. California Family Rights Act (CFRA) and Federal Medical Leave Act (FMLA). During the eighteen (18) weeks of an approved medical (FMLA) or family care (CFRA) 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 subsection 13.3 - 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 15.12, paragraph A (All Leaves of Absence) above.
- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in subsection 15.12 (All Leaves of Absence) paragraph 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 15.12 (All Leaves of Absence) paragraph A herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under subsection 13.3 (Policies Governing the Use of Paid Sick leave).

**15.13 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 due to the reinstatement of a permanent employee, the provisions of Section 10 (Workforce Reduction/Layoff/Reassignment) shall apply.

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

## **SECTION 16 - JURY DUTY AND WITNESS DUTY**

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.

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

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

**15.17 Non-Exclusivity.** Other MOU language on this subject, not in conflict, shall remain in effect.

## **SECTION 16 - JURY DUTY AND WITNESS DUTY**

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

- 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 or Federal Court, or a Coroner's jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.
- 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. An "Absence/Overtime Record" ("AOR") is not required.

## **SECTION 17 - HEALTH, LIFE & DENTAL CARE**

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2. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. A court certificate is not required but an Absence/Overtime Record ("AOR") 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.
- H. Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

**16.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses. Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them. Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in subsection 16.1 (Jury Duty) of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 17 - HEALTH, LIFE & DENTAL CARE**

### **17.1 Health Plan Coverage.**

- A. 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 Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:
  1. Contra Costa Health Plans (CCHP)
  2. Kaiser Permanente Health Plan

## ***SECTION 17 - HEALTH, LIFE & DENTAL CARE***

3. Health Net
4. Delta Dental
5. DeltaCare (PMI)

### **Medical Plans:**

All employees will have access to the following health plans:

1. CCHP Plan A & Plan B
2. Kaiser Permanente Plan A & Plan B
3. Health Net HMO Plan A & Plan B
4. Health Net PPO Plan A
5. Kaiser High Deductible Health Plan

Health Net PPO Plan B will be eliminated for all employees beginning January 1, 2018.

In the event that a medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081), such plan(s) will be eliminated for all employees beginning January 1, 2018.

### **17.2 Monthly Premiums.**

- A. The monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, 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:

Health & Dental Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$509.92	\$1,214.90	\$1,214.90
Contra Costa Health Plans (CCHP), Plan B	\$528.50	\$1,255.79	\$1,255.79
Kaiser Permanente Health Plans	\$478.91	\$1,115.84	\$1,115.84
Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
County Selected High Deductible Health Plan	\$478.91	\$1,115.84	\$1,115.84
Delta Dental with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare (PMI) with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare (PMI) with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare (PMI) without a Health Plan	\$27.31	\$59.03	\$59.03

- B. If the County contracts with a medical or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that medical plan for employees and their eligible family members.

## **SECTION 17 - HEALTH, LIFE & DENTAL CARE**

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- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.
- D. In the event that a provider no longer offers to the County a medical or dental plan listed in this Section 17 or a provider and the County do not renew a medical or dental plan listed in this Section 17, the Association agrees that the new medical or dental plans selected by the County to replace the current plans will be available to employees represented by the Association and the Association agrees that the new plans will replace the medical or dental plans provided for in this MOU. The County will give notice to the Association when any new medical or dental plans are adopted and when they will be effective for employees represented by the Association.

### **17.3 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 monthly premium subsidies set forth in subsection 17.2 for eligible retirees and their eligible family members.
- 2. Any person who becomes age 65 on or after December 7, 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, 2011, and their eligible family members, no monthly premium subsidy will be paid by the County for any health 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 one hundred twenty (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 dental plan under the following conditions and limitations.



## ***SECTION 17 - HEALTH, LIFE & DENTAL CARE***

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1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
2. Life insurance coverage is not included.
3. To continue health and dental coverage, the employee must:
  - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
  - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
  - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
  - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage pursuant to paragraph (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 paragraph (A), above, as similarly situated retirees who did not defer retirement are entitled, 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 or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

## **SECTION 17 - HEALTH, LIFE & DENTAL CARE**

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7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for health/dental plans as similarly situated retirees who did not defer.
- C. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsection 17.3 (Retirement Coverage) paragraphs (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 (1) year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of subsection 17.3 (Retirement Coverage) paragraphs A, B, and C and upon retirement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and 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 subsection 17.3 (Retirement Coverage) only, 'eligible family members' does not include Survivors of employees or retirees.

**17.4 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.

**17.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical 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

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- d. Employee's Disabled Child who is:
  - (1) over age 26,
    - i. Unmarried; and,
    - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
- 2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child  
  
and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **B. Dental Insurance**

- 1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) Under age 19; or
    - (2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      - ii. Receives at least 50% of support from Employee; and,
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
  - d. Employee's Disabled Child who is:
    - (1) Over age 19,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
- 2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **17.6 Dual Coverage.**

- A. Each employee and retiree may be covered only by a single County health (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 17.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one

## **SECTION 17 - HEALTH, LIFE & DENTAL CARE**

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 subsection 17.6 (Dual Coverage) 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.

### **17.7 Medical Plan Cost-Sharing on and after January 1, 2016.**

- A. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 17.2.A. In total, the County will pay the following amounts for the 2016 plan year:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$445.04	\$881.68	\$1,407.40
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan	\$447.04	\$916.72	\$1,387.40

- B. For the plan year that begins on January 1, 2017, and for the term of this agreement, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 17.7.A. for medical plans.

- C. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in subsection 17.7.B, above, the following are the 2016 total monthly medical plan premium amounts:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$657.08	\$1,314.15	\$1,971.23
Contra Costa Health Plans (CCHP), Plan B	\$728.38	\$1,456.77	\$2,185.15
Kaiser Permanente Health Plan A	\$749.80	\$1,499.60	\$2,249.39
Kaiser Permanente Health Plan B	\$585.68	\$1,171.36	\$1,757.04
Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

## **SECTION 17 - HEALTH, LIFE & DENTAL CARE**

**17.8 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.

**17.9 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.

**17.10 Health Care Spending Account.** After six (6) months of permanent employment, full and part-time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated 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.

**17.11 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.

**17.12 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 a predetermined amount of annual salary not to exceed the lesser of either five thousand dollars (\$5,000), or the maximum amount authorized by federal law, per calendar year, of before tax dollars to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**17.13 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.

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

## **SECTION 18 - PROBATIONARY PERIOD**

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of Supervisors, the provision(s) of this Section 17 (Health, Life and Dental Care) will prevail.

**17.15 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.

**17.16 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.

**17.17 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.

**17.18 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.

**17.19 Health Benefit Coverage for Employees Not Otherwise Covered.** To access County health plans, an employee represented by the Association who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

## **SECTION 18 - PROBATIONARY PERIOD**

**18.1 Duration.** All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. The probationary period shall be twelve (12) months for original entrance appointments and promotional appointments.

## ***SECTION 18 - PROBATIONARY PERIOD***

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

**18.3 Criteria.** The probationary period shall 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.

**18.4 Rejection During Probation/Appeal.**

- A. 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.
- B. 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 Association activities, or race, color, national origin, sex, age, disability, or sexual orientation.
- C. 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 18.4 (Rejection During Probation/Appeal) paragraph B 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.
- D. 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 18.4 (Rejection During Probation/Appeal) paragraph B, 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.
- E. 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.



## **SECTION 18 - PROBATIONARY PERIOD**

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

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred. An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

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

**18.6 Layoff During Probation.** An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation. If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

**18.7 Rejection During Probation of Layoff Employee.** An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period if subsequently

## **SECTION 19 - PROMOTION**

certified and appointed in a different department or classification than that from which the employee was laid off.

**18.8 Discussion of Continuous Testing.** Upon receipt of a request by the Association, 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 19 - PROMOTION**

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

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

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

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

- A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- B. The incumbent of the position must have performed at the higher level for six (6) months.
- C. The incumbent must meet the minimum education and experience requirements for the higher class.
- D. The action must have approval of the Director of Human Resources.
- E. The Association approves such action. The appropriate rules regarding probationary status and salary on promotion are applicable.

**19.5 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

## **SECTION 20 - POSTING OF VACANCIES AND REASSIGNMENT**

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.

**19.6 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.

**19.7 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.

**19.8 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.

**19.9 Psychological Exams.** Applicants who currently occupy a permanent peace officer position in the Probation Department will not be required to complete the psychological screening or background investigation to promote to other peace officer positions in the Probation Department. Specifically, permanent Juvenile Institution Officers participating in the current promotional Deputy Probation Officer II examination will not be required to complete either psychological screening or a background investigation. Individuals who have only temporary Juvenile Institution Officer time with the County will be required to complete the full scale psychological and background investigation.

## **SECTION 20 - POSTING OF VACANCIES AND REASSIGNMENT**

### **20.1 Voluntary Reassignment – Juvenile Institution Officers.**

The following terms shall govern the voluntary reassignment of Juvenile Institution Officers:

- A. Responsibility. For Implementation. Implementation of the posting and reassignment procedures is the responsibility of the Probation Manager assigned responsibility for the Personnel Unit for Institutions and Treatment Programs.
- B. Posting of Juvenile Institution Officer Vacancies.

## **SECTION 20 - POSTING OF VACANCIES AND REASSIGNMENT**

1. Positions Must Be Posted. All vacant Juvenile Institution Officer positions which may occur by creation of new positions, separation, promotion, demotion or reassignment must be posted for permanent employee bidding.
2. Order of Posting. When a vacancy occurs within a Juvenile Institution Officer classifications within Juvenile Institutions or treatment programs, that vacancy (shift schedule) will be posted in all Juvenile Institutions and Treatment Programs. Selection procedures and criteria shall be as provided in subsection 20.1 (Voluntary Reassignment – Juvenile Institution Officers) paragraphs F (Interviews and Withdrawal) and G (Selection Criteria for Juvenile Institution Officer Vacancies) below.
3. Duration of Posting. A vacant Juvenile Institution Officer position notice shall be posted for seven (7) calendar days. The notice shall specify job characteristics and shall be posted only once.
4. Posting Locations. When a vacancy occurs within a Juvenile Institution Officer unit, that vacancy (including shift schedule) will be posted on bulletin boards in or near employee work areas throughout the department.
5. Reasons For Not Posting. If a vacant Juvenile Institution Officer position in a juvenile institution is not posted within thirty (30) days, a notice of the reasons why not shall be posted.

### **C. Eligibility to Bid for Reassignment.**

1. Definition of Bidder. For purposes of this procedure, a bidder is an employee in the same classification series who is eligible to bid under this subsection 20.1 (Voluntary Reassignment – Juvenile Institution Officers) paragraph C (Eligibility to Bid for Reassignment) who is performing satisfactorily in their current position and 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.
2. Bearing of Status on Eligibility To Request Reassignment.
  - a. 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 the Department.
  - b. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.
  - c. Employees who are on probation or who have been in a new work

## **SECTION 20 - POSTING OF VACANCIES AND REASSIGNMENT**

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assignment for less than three (3) months may bid for a vacant position which is open. However, the bid will be considered if, when bidding is closed, there are less than five (5) 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 20.1.E (Order of Candidate Consideration) paragraph 2 below. Juvenile Institution Officers who have completed three (3) months of their one (1) year probation may bid the same as all other permanent employees.

### **D. Bid Procedures.**

1. Employees will inform the Administrative Probation Manager of their interest in a posted Juvenile Institution Officer vacancy via the Reassignment Request form.
2. 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. It is not the unit supervisor's responsibility to contact an employee who is not working (i.e. sick leave, vacation, leave of absence, worker's compensation, etc.)

### **E. Order of Candidate Consideration.**

1. If five (5) or more eligible bidders apply for a Juvenile Institution Officer vacancy only the five (5) most senior bidders will be considered.
2. If less than five (5) Juvenile Institution Officers bid for a Juvenile Institution Officer vacancy or less than five (5) bidders are eligible for the position, the Probation Manager may add names from the Merit System eligibility list to ensure the creation of a five (5) candidate pool.

F. The selected employee will not be eligible to bid for another vacancy for six (6) months from the start date of the new assignment.

### **G. Interviews.**

1. Withdrawal. Candidates have the option of withdrawing from the reassignment process at any time prior to the interview. Once the interview is held, the selected candidate is obligated to accept the reassignment.
2. Interviews.
  - a. For purposes of selection, the interview panel will consider the five

## **SECTION 20 - POSTING OF VACANCIES AND REASSIGNMENT**

(5) most senior candidates as equals. For the purposes of bidder selection, the "Rule of 5" shall apply. That is, the supervisor is entitled to select from five (5) candidates and the five (5) most senior may be considered as equal. Seniority for bidding purposes means classification series seniority.

- b. 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.

H. Selection Criteria for Juvenile Institution Officer Vacancies. The criteria to be considered by the unit supervisor in making the selection for a Juvenile Institution Officer vacancy are:

1. Applicant's suitability for the position, including training and experience.
2. The assessment of the applicant's performance in the position held at the time of the consideration for reassignment.
3. Length of service in the unit.

I. Bidder's Remorse. 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.

### **20.2. Voluntary Reassignment – Probation Officers.**

The following terms of this Section B shall govern the voluntary reassignment of Probation Officers.

A. Responsibility For Implementation. Implementation of the posting and reassignment procedures is the responsibility of the Probation Manager assigned responsibility for the Personnel Unit for Probation Officer operations.

B. Notice of Vacant Probation Officer Positions.

1. Notice Required. Notice shall be given in the manner provided below to employees of all vacant Probation Officer positions which may occur by creation of new positions, separation, promotion, demotion or reassignment.
2. Notice Through Pre-Posting Polling: Once a determination is made that a

## **SECTION 20 - POSTING OF VACANCIES AND REASSIGNMENT**

vacancy is to be filled the manager overseeing the position shall informally poll all Probation Officers he or she supervises in the work unit in which the vacancy exists to determine whether a Probation Officer in the unit desires reassignment to the vacancy. If one (1) or more Probation Officers within the supervisor's work unit desire reassignment to the vacancy, the vacancy shall be filled in the manner provided in subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph E subparagraph 1 below.

This subsection 20.2 B (2) does not apply to Deputy Probation Officer positions in the Adult Branch Court or to Deputy Probation Officer positions designated as armed.

3. Post-Polling Email Notice. If no Probation Officer in the Unit expresses interest in and is reassigned to the vacancy as a result of the polling process, the manager shall initiate a notice announcing the opening. The Departmental Personnel Clerk will distribute an e-mail version of the Posting Notice to "PROB-All Staff" in the departmental address book.

### **C. Eligibility To Bid For Reassignment.**

1. Definition of Bidder. For purposes of this procedure, a bidder is an employee in the same class who is eligible to bid under this subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph C (Eligibility To Bid For Reassignment) who is performing satisfactorily in their current position and 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.
2. Bearing of Status on Eligibility To Request Reassignment.
  - a. 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 the Department.
  - b. Employees who are in a temporary status or provisionally appointed to a permanent position may not bid for reassignment under this procedure.
  - c. 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. However, the bid will be considered if, when bidding is closed, there are less than five (5) 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



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described in Subsection 20.2.E (Order of Candidate Consideration) paragraph 2 below.

- d. Newly appointed Probation Officers are eligible to apply for voluntary reassignment after they have served two (2) years in their assignment. Permanent employees accepting a voluntary reassignment are expected to remain in that assignment for at least one (1) year.

### **D. Bid Procedures.**

1. Except during the polling process described in subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Notice Through Pre-Posting Polling) above, employees interested in a Probation Officer position shall submit a written request/email to the Personnel Clerk identifying his or her interest in the posted position before the position closes.
2. 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. It is not the unit supervisor's responsibility to contact an employee who is not working (i.e. sick leave, vacation, leave of absence, worker's compensation, etc.).

### **E. Order of Candidate Consideration.**

1. If, during polling conducted pursuant to Section 20.2 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Notice Through Pre-Posting Polling) above, a Probation Officer in the unit containing the vacancy expresses to his or her Supervisor a desire for the vacancy, he or she shall be granted the reassignment unless more than one Probation Officer in the Unit desires the vacancy. In such latter case, the most senior interested Probation Officer in the unit shall be granted the reassignment. In either case, no further selection procedures shall be required. However, if no Probation Officer in the unit desires the vacancy, it shall be filled in accordance with Sections 20.2 (Voluntary Reassignment – Probation Officers) paragraphs E (Order of Candidate Consideration) through H (Consideration of Otherwise Ineligible Bidders for Probation Officer Vacancies) below.
2. If a Probation Officer vacancy is not filled through polling as described in Subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph B subparagraph 2 (Pre-Posting Polling) above, and after department-wide posting there are less than five (5) eligible applicants for a Probation Officer position, the Department may consider all candidates with less than the required time in an assignment, who have applied. If there are still less than five (5) candidates, the department may interview candidates

## **SECTION 20 - POSTING OF VACANCIES AND REASSIGNMENT**

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from the existing eligible lists.

3. If, as a result of posting pursuant to subsection 20.2.B.3 (Post-Polling Posting and Email Notice) above, five (5) or more eligible bidders apply for a Probation Officer vacancy, only the five (5) most senior bidders will be considered.

### **F. Interviews and Withdrawal.**

1. Withdrawal. Candidates have the option of withdrawing from the reassignment process at any time prior to the interview. Once the interview is held, the selected candidate is obligated to accept the reassignment.
2. Interviews.
  - a. The supervisor may begin interviewing bidders immediately upon posting the bid notice. However, no more than five (5) candidates may be interviewed for a posted position.
  - b. For purposes of selection, the interview panel will consider the five (5) most senior candidates as equals. For the purposes of bidder selection, the "Rule of 5" shall apply. That is, the supervisor is entitled to select from five (5) candidates and the five (5) most senior may be considered as equal. Seniority for bidding purposes means classification series seniority.
  - c. 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.
  - d. No more than five (5) candidates may be interviewed for a posted position.

### **G. Selection Criteria for Probation Officer Vacancies.**

The criteria to be used in making selection from among applicants for reassignments are as follows:

1. The Department's responsibility to the Court, clients and community.
2. Applicant's suitability for the position, including training and experience.

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3. An assessment of the applicant's performance in the position held at the time of consideration for reassignment.
  4. Length of service in the Department.
- H. Consideration of Otherwise Ineligible Bidders for Probation Officer Vacancies. All vacant Probation Officer positions shall be filled in accordance with the criteria in Subsection 20.2.G (Selection Criteria for Probation Officer Vacancies) immediately above by an employee who has requested to be reassigned to the position. However, if the Department considers candidates with less than the required time in an assignment pursuant to subsection 20.2 (Voluntary Reassignment – Probation Officers) paragraph E (Order of Candidate Consideration) subparagraph 2 above the needs of the Department will be the primary factor.
- I. Bidder's Remorse. 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.
- J. Assignment Trades – Probation Officers. Requests for "trades" in assignments between two Probation Officers in the same classification holding comparable positions where no vacancies exist can be made to their respective Managers. Such requests shall indicate the names of both parties of the proposed trade together with the reasons for the trade. If more than one Manager is involved, the Managers shall confer and, if necessary, interview the persons requesting the trade.

**20.3 Involuntary Administrative Reassignment Procedure – Juvenile Institution Officers.** The below listed procedure shall apply to Juvenile Institution Officers. 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 Association on a case by case basis regarding an alternative approach:

- A. Management will identify the classifications and positions from which reassignments are necessary.

## **SECTION 20 - POSTING OF VACANCIES AND REASSIGNMENT**

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- 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 Association from making a mutually agreed upon alternative arrangement. In no event shall reassignments be utilized for disciplinary purposes.

### **20.4 Administrative Reassignments – Probation Officers.**

- A. The appointing authority may assign an employee from one position to another position in the same series within the department. Administrative reassignments may be required from time to time to facilitate Department functions and efficiency. These involuntary reassignments may be for such purposes as adjusting workload levels, accommodating changes in funding, filling assignments with special requirements, etc. The following procedure shall only apply to permanent reassignments and is not intended to apply to temporary assignments to cover sick leave, training assignments, vacation, etc.
  - 1. Management will identify the classification and position(s) from which reassignment are necessary.
  - 2. Affected employees will be provided a list of assignments for which they may apply.
  - 3. The department will provide the affected employee with as much advance notice as possible.
  - 4. Employees administratively reassigned shall not be precluded from bidding on future open positions via the Department Reassignment Process.
  - 5. Nothing contained in this section shall prohibit the Department and the Association from making a mutually agreed upon alternative arrangement.

## **SECTION 21 – RESIGNATIONS**

- B. Involuntary reassignments are the reassignment of permanent employees in their existing classification to a new worksite, shift or program area. Involuntary reassignments shall not be utilized for disciplinary purposes. Nothing contained in this section shall prohibit the reassignment of a Deputy Probation Officer who is not meeting the job expectations of another agency or department to which that the Probation Officer is assigned.

**20.5 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 10.2, Workforce Reduction/Layoff/Reassignment, subsection 10.2, Separation Through Layoff, paragraph E, Seniority) 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 Association from making a mutually agreed upon alternative arrangement.

## **SECTION 21 – RESIGNATIONS**

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

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

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

## **SECTION 21 – RESIGNATIONS**

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- A. An employee has been absent from duty for five (5) consecutive working days without leave; and
- B. Five (5) more consecutive work days have elapsed without response by the employee after the receipt of a registered or certified letter citing a notice of resignation by the appointing authority to the employee at the employee's last known address, but no more than ten (10) working days from mailing of said notice.

**21.4 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 subsection 21.2 (Resignation in Good Standing), may seek rescission 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 Director of Human Resources shall consider the appeal and render a final and binding decision including, if applicable, the date of reinstatement.

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

### **21.6 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 23 of the MOU beginning with Step 3.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

## ***SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION***

### **SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

**22.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. The reduction in pay may not exceed five percent (5%) for a three (3) month period. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension or demotion may be based on reasons other than those specifically mentioned:

- A. Absence without leave.
- B. Conviction of any criminal act involving moral turpitude.
- C. Conduct tending to bring the merit system into disrepute.
- D. Disorderly or immoral conduct.
- E. Incompetence or inefficiency.
- F. Insubordination.
- G. Being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises.
- H. Neglect of duty (i.e. non-performance of assigned responsibilities).
- I. Negligent or willful damage to public property or waste of public supplies or equipment.
- J. Violation of any lawful or reasonable regulation or order given by a supervisor or Department Head.
- K. Willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations.
- L. Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- M. Misappropriation of County funds or property.
- N. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU.
- O. Dishonesty or theft.
- P. Excessive or unexcused absenteeism and/or tardiness.



## ***SECTION 22 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION***

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- 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.

**22.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than five (5) work days (four (4) work days for employees on a 4/10 work week), 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.

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

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

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

**22.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Demotion.**

## **SECTION 23 - GRIEVANCE PROCEDURE**

- A. **Written Order Required.** 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 2 (**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 23 (**Grievance Procedure**) of this MOU.

**22.7 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 Association representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a Association representative can be present. For those interviews, which by nature of the incident must take place immediately, the Association will take all reasonable steps to make an Association representative immediately available. The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

## **SECTION 23 - GRIEVANCE PROCEDURE**

**23.1 Definition and Procedural Steps.** A grievance is any dispute that 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 and application of those provisions are not subject to the grievance procedure. An employee may appeal disciplinary action to the Merit Board or through this grievance procedure. The Association may represent the grievant at any state of the process. Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

**Step 1.** The Association or any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment must discuss the complaint with the grievant's immediate supervisor, who must meet with the grievant within five (5) work days of receipt of a written request to hold such

## **SECTION 23 - GRIEVANCE PROCEDURE**

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meeting. The supervisor will advise the grievant, in writing, within five (5) work days of the meeting, whether the grievance is granted or denied.

Step 2. If an issue is not satisfactorily resolved in Step 1 above, the Association may submit the grievance, in writing, to the Department Head or designee.. This request must be filed no more than ten (10) work days after the date of the Step 1 response from the supervisor. The formal written grievance must state which provision of the MOU has been misinterpreted or misapplied, how it was misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress the Association seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources and the Association. The Department Head or designee will have ten (10) work days in which to respond to the grievance in writing, stating the reason(s) for the disposition of the grievance.

Step 3. If the grievance is not resolved at Step 2 above, the Association may submit the grievance to the Human Resources Director within ten (10) work days after the date of the Step 2 response. Within twenty (20) work days after receipt, the Human Resources Director or designee must meet with the Association and the Department to discuss the facts, discuss other potentially relevant information or avenues of inquiry, and any terms either party wishes to offer to resolve the grievance.

Both parties must be prepared and present the following information to the other party in the course of the step 3 meeting:

1. The name of the grievant(s);
2. A statement of the relevant facts relating to each alleged breach;
3. The name of each known witness;
4. A copy of each relevant document;
5. The party's position on the grievance and the specific MOU provision(s) allegedly violated in each instance; and
6. The specific remedy or remedies sought.

Within fifteen (15) working days of the Step 3 meeting, the Human Resources Director or designee will send the Association and the affected Department a written response to the grievance stating the reason(s) for the disposition of the grievance.

Step 4. Pursuant to a formal written request from the Association or the County, and with the agreement of both parties, a Board of Adjustment will be convened, composed of two (2) representatives of each party to this Agreement, for the purpose of deciding the grievance. The Board of Adjustment will meet for consideration of the grievance referred to it within fifteen (15) work days after receipt of a written request. The request of either party to extend the time limit for convening of the Board of Adjustment, due to extenuating circumstances, will not be unreasonably denied.

Step 5. In the event that the grievance is not resolved at step 3 or 4, either party may notify, in writing, the other party, within fifteen (15) work days of the date of the Step 3 response or the Step 4 decision, of their desire to arbitrate the grievance. The parties

## **SECTION 23 - GRIEVANCE PROCEDURE**

will mutually select an impartial arbitrator. If the Parties are unable to agree upon the selection of an arbitrator, they may request one or more panels of arbitrators from the California State Mediation and Conciliation Service and attempt to select an arbitrator from that panel(s). Any fee(s) for the provision of the panel(s) of arbitrators will be split equally between the parties. The fees and expenses of the arbitrator and the court reporter (if any) will be shared equally by the Association and the County. Each party will bear the costs of its own presentation, including preparation and post hearing briefs, if any.

**23.2 Compensation Claims.** The employer is not required to pay any wage claim or portion thereof retroactively for a period of more than two (2) years immediately prior to the date of the Employer's receipt of written notice from the Association of such claim.

**23.3 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 5 above, the grievance will be deemed to have been settled and withdrawn.

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

**23.5 Strike/Work Stoppage.** During the term of this MOU, the Association, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, 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.

### **23.6 Merit Board.**

- A. All Grievances of employees in representation units represented by the Association shall be processed under Section 23 (Grievance Procedure) unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3 and 4 of subsection 23.1 (Definition and Procedures) 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.

## **SECTION 24 - BILINGUAL PAY**

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

## **SECTION 24 - BILINGUAL PAY**

A salary differential of one hundred dollars (\$100) 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 Association shall be notified when such designations are made.

## **SECTION 25 - RETIREMENT**

### **25.1 Contribution.**

#### **A. Contribution.**

1. Through June 30, 2012, the County will continue to pay fifty percent (50%) of the retirement contributions normally required of employees. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions.
2. Effective on July 1, 2012 employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions.

### **25.2 Safety Employees Retirement Benefit – Tier A – Employees Who Become Members of CCCERA Before January 1, 2013.**

- A. For County employees who become safety members of CCCERA before January 1, 2013, or who are not new members under PEPRA, the retirement formula shall be "3 percent at 50". The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefit is known as Tier A. Each such employee shall pay nine percent (9%) of his or her retirement base to pay part of the employer's

## **SECTION 26 - TRAINING REIMBURSEMENT**

contribution for the cost of this retirement benefit.

- B. Effective July 1, 2012, and through December 31, 2014, each employee in Tier A shall pay four and 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.
- C. Effective January 1, 2015, and through June 29, 2015, each employee in Tier A shall 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.
- D. Effective June 30, 2015, 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.

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

- A. For employees who, under PEPRRA, 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 (PEPRRA), (Chapters 296, 297, Statutes of 2012). To the extent this Agreement conflicts with any provision of PEPRRA, PEPRRA will govern.
- B. PEPRRA Safety Option Plan Two (2.7% @ 57) applies to employees who, under PEPRRA, become Safety New Members of CCCERA. For these employees, hired by the County after January 1, 2016, 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.

**25.4 Re-opener – Election of Safety Retirement PEPRRA Tier by Employees in Tier A.** If either the Internal Revenue Service issues guidance acceptable to both parties, or the County receives a Private Letter Ruling from the IRS that protects the County and PPOACCC members in Tier A from additional tax liability if these employees have the opportunity to elect to enter the new Safety PEPRRA Tier, then the County and the Association agree to reopen this agreement to meet and confer on 1) the possibility of allowing these employees to elect to enter the Safety PEPRRA Tier, 2) seeking State Legislation to authorize these employees to make such an election, and 3) the process by which these employees would be able to elect to enter the Safety PEPRRA Tier if the enabling legislation is enacted. Any changes to this agreement in these subject matter areas will occur only upon the written agreement of the parties.

## **SECTION 26 - 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

## **SECTION 27 - COMPUTER VISION CARE (CVC) USERS EYE EXAMINATION**

for courses taken for career development education may be reimbursed for up to one hundred percent (100%) of the employee's net cost.

### **SECTION 27 – COMPUTER VISION CARE (CVC) USERS EYE EXAMINATION**

Employees shall be eligible to receive an annual eye examination on County time and at County expense in accordance with the following conditions:

- 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 CVC glasses be prescribed for an employee following an eye examination, the County agrees to provide, at no cost, the basic coverage including a fifty dollar (\$50) 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 28 - PERFORMANCE EVALUATION PROCEDURE**

The following evaluation procedures shall apply:

- 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.

## ***SECTION 28 - PERFORMANCE EVALUATION PROCEDURE***

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3. It is the policy of the Probation Department that all unit supervisors hold personal evaluations and submit a written evaluation to all Deputy Probation Officers whenever such officers are reassigned from their units.

### **C. Procedure.**

1. An employee shall generally be evaluated by the first level management supervisor above the employee.
2. It will be necessary in some cases for a supervisor to consult with the employee's immediate work director in order to make a comprehensive evaluation.
3. Where feasible, evaluations will be based primarily on observation by the evaluator of the employee in the performance of his/her duties. Comments based on secondary information shall have supportive documentation.
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



## **SECTION 29 – VEHICLE COSTS**

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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 29 – VEHICLE COSTS**

**29.1 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.

**29.2 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 30 - PAY WARRANT ERRORS**

If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error. If the pay warrant error has occurred as a result of a mistake by an employee (e.g. payroll clerk) other than the employee who is receiving the pay, the error will be corrected as soon as possible from the time the department is made aware that pay warrant is in error. Pay errors in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties. When the County notifies an employee of an overpayment and proposed repayment schedule and the employee wishes to meet with the County, a meeting will be held at which time a repayment schedule shall be determined. If requested, a meeting will be held to determine a repayment schedule which will be no longer than three times (3) the length of time the overpayment occurred. If requested by the employee, an Association representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

**SECTION 31 - FLEXIBLE STAFFING**

Certain positions may be designated by the Director of Human Resources as flexibly staffed positions. Positions are generally allocated at the first level of the job series when vacated. When the position is next filled and an incumbent of one of these positions meets the minimum qualifications for the next higher level and has met appropriate competitive requirements he or she may then be promoted to the next higher classification within the job series without need of a classification study. If the Probation 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 32 - PROVISIONAL APPOINTMENT**

Whenever an appointing authority makes a request for personnel to fill a position in a class for which no reemployment or employment list is available, or in a class for which no eligible or insufficient eligibles to complete the certification will accept appointment to the position, the Director of Human Resources may authorize the appointing authority to appoint any person who possesses the minimum qualifications for the class as set forth in the class specifications, provided that the names of eligibles available and the names of persons who have indicated 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 33 - PERSONNEL FILES**

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### **SECTION 33 - PERSONNEL FILES**

An employee shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County in the employee's personnel file in the Human Resources Department or in the employee's personnel file in their Department. The employee's Association 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 Association 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

## **SECTION 34 - SERVICE AWARDS**

at the same time as the appeal of the disciplinary action. Prior to being submitted to Step 3 of the grievance procedure, either party may request fact finding to assist in the resolution of the dispute. One (1) fact finder shall be selected by each party to the dispute within ten (10) work days from the initial request for fact finding. The fact finder shall have twenty (20) work days from notice of selection to investigate and render opinions to the Director of Human Resources.

Copies of letters of commendation which are to be placed in the employee's personnel file will be given to the employee. Employees have the right to review their official personnel files which are maintained in the Human Resources Department or by their departments. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee. The County shall supply the Association 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) Association and four (4) operating department managers to revise and clarify MOU Section (33), 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 34 - SERVICE AWARDS**

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

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

## **SECTION 35 – REIMBURSEMENT FOR MEAL EXPENSES**

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

## **SECTION 36 - DETENTION FACILITY MEALS**

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- 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 36 - DETENTION FACILITY MEALS**

The charge for a meal purchased in a detention facility by employees represented by the Association is one dollar (\$1.00) per meal. However, the Department may modify this charge from time to time upon ten (10) days advance written notice to the Association. Employees assigned to a detention facility are not, however, required to pay for a meal while working.

## **SECTION 37 - 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.

## **SECTION 38 - UNFAIR LABOR PRACTICE**

- E. The loss or damage was not a result of negligence or lack of proper care by the employee.
- F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- G. The loss or damage to employee's eyeglasses, dentures or other prosthetic devices did not occur simultaneously with a job connected injury covered by Workers' Compensation.
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- I. The burden of proof of loss rests with the employee.
- J. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

## **SECTION 38 - UNFAIR LABOR PRACTICE**

Either the County or the Association 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 39 - 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 40 - LENGTH OF SERVICE DEFINITION** **(For Service Awards and Vacation Accruals)**

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, provisional, and permanent status, and absences on approved leave of absence).

## **SECTION 41 - PERMANENT PART-TIME EMPLOYEES**

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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 41 - PERMANENT PART-TIME EMPLOYEES**

**41.1 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.

**41.2 Hours.** Permanent part-time employees 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 42 - PERMANENT-INTERMITTENT EMPLOYEES**

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

**42.2 Hours.** Permanent-Intermittent employees 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.

**42.3 Permanent Intermittent Employee Special Pays.** Permanent Intermittent 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 Permanent Intermittent employees is included as Attachment C. 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

## **SECTION 43 - SPECIAL BENEFITS**

not included in Attachment C, then it does not apply to Permanent Intermittent employees.

### **SECTION 43 - SPECIAL BENEFITS**

Employees in the classifications of Probation Supervisor I and Institutional Supervisor I are eligible to receive the following benefits:

- A. Building Supervisor Differential. Institutional Supervisor I's in Juvenile Hall will receive a nine percent (9%) differential premium pay when assigned as Building Supervisor, commencing with the first hour worked while substituting for the Institutional Supervisor II.

Institutional Supervisor I's at the Orin Allen Youth Rehabilitation Facility will receive a nine percent (9%) differential premium pay when assigned facility responsibility commencing with the first hour worked while substituting for the facility manager and facility superintendent.

- B. Life Insurance. Effective January 1, 2000, \$45,000 Group Term Life Insurance will be provided. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually. Effective January 1, 2007, \$10,000 Group Term Life Insurance will be provided to the Engineering Technician Unit.

- C. LTD. Long-Term Disability Insurance will be provided, with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits. The premium for this Long-Term Disability Insurance will be paid by the County.

- D. Vacation Buy Back Plan. The County will reimburse up to one-third (1/3) of an employee's annual vacation accrual, subject to the following conditions: (a) the choice can be made only once in each calendar year; (b) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (c) the maximum number of hours that may be reimbursed in any year is one-third (1/3) of the annual accrual at the time of reimbursement. Employees promoted or hired by the County into any classification represented by the Probation Peace Officers Association on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by the Probation Peace Officers Association will retain that benefit after promoting into a classification represented by the Probation Peace Officers Association.

- E. Professional Development. Reimbursement will be provided for up to two hundred dollars (\$200) per fiscal year for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, job-related books, electronic calendars and organizers, and soft and hardware from a standardized County



## **SECTION 43 - SPECIAL BENEFITS**

approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors. Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

- F. Paid Personal Leave. Fifty (50) hours of paid personal leave will be provided to employees in the classifications Probation Supervisor I (7AHA) and Institutional Supervisor I (7KHA) [except Institutional Supervisor I employees assigned to Juvenile Hall (Org # 3120) or Byron Boys Center (Org #3160)] during a calendar year. Said personal leave is provided to recognize both the fact that these employees do not and will not receive payment for overtime and the unavailability of compensatory time off for this group of employees.
- G. Deferred Compensation Incentive. Effective January 1, 2007, the County's contribution to eligible employees who participate in the County's Deferred Compensation Plan will be seventy-five dollars (\$75.00) per month. To be eligible for this incentive supplement, eligible employees must first contribute a Base Contribution Amount to the Deferred Compensation Plan as follows:

Current Monthly Salary	Qualifying Base Contribution Amt.	Monthly Base Contribution Amt. for Maintaining Program Eligibility
\$2500 & below	\$250	\$50
\$2501 - \$3334	\$500	\$50
\$3335 - \$4167	\$750	\$50
\$4168 - \$5000	\$1000	\$50
\$5001 - \$5834	\$1500	\$100
\$5835 - \$6667	\$2000	\$100
\$6668 & above	\$2500	\$100

Employees who meet these Base Contribution Amounts must contribute at least fifty dollars (\$50) or one hundred dollars (\$100) per month to remain eligible for the seventy-five dollars (\$75.00) County supplement. Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the seventy-five (\$75.00) County supplement.

To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in Deferred Compensation Contributions because of an approved medical leave, shall not be required to reestablish eligibility.

Employees with a break in deferred compensation contributions because of either an approved medical leave or approved financial hardship withdrawal shall not be required to re-establish eligibility. Further, employees who lose eligibility due to

## **SECTION 44 – TEMPORARY EMPLOYEES**

budgetary constraints but maintain contributions at the required level and later return to an eligible position shall not be required to re-establish eligibility.

Eligible employees who participated in the Deferred Compensation Plan prior to May 1, 1992 but were not eligible to receive the County contribution will be given credit towards the qualifying base amount for contributions made after January 1, 1992.

### **SECTION 44 – TEMPORARY EMPLOYEES**

**44.1 Temporary Employee Hours.** Temporary employees 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. Nothing in this section shall preclude the Department from terminating a temporary prior to the temporary reaching the maximum hours allowable. This subsection 44.1 (Temporary Employees Hours) shall be inapplicable to Juvenile Institution Officers. Nothing in this agreement precludes the parties from meeting and conferring over future exceptions.

**44.2 Temporary Employee 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 D. 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 D, then it does not apply to temporary employees.

### **44.3 Leave Benefits.**

- A. **Crediting and Maximum Accumulation of Paid Time Off.** On the first of the month following a temporary employee's completion of two thousand eighty (2080) straight time hours worked, he or she shall be credited with forty (40) hours of "paid time off" ("PTO"). Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.
- B. **Use of Paid Time Off.** Paid time off shall not be taken until credited per subsection 44.3 paragraph A (Crediting and Maximum Accumulation of Paid Time Off) above.
- C. **Payoff 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, as described in subsection 44.3 paragraph A (Crediting and Maximum Accumulation of Paid Time Off) and, in addition, shall be paid off for that portion of PTO hours earned but not credited on the basis of that portion of the straight time hours worked ("STHW") toward the next increment of two thousand eighty (2080) straight time hours required for crediting of PTO. 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.

## **SECTION 44 – TEMPORARY EMPLOYEES**

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- D. **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 paragraph 44.3 paragraph C [Payoff at Separation] above) shall be converted to vacation hour and subject to the provisions of this Memorandum of Understanding relating to Vacation. 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.

**44.4 Temporary Employee Step Placement.** Temporary Hourly Rates. The hourly rate paid temporary employees shall be the “1.00 hourly rate” calculated on the salary schedule by dividing the unrounded monthly salary at any step by 173.33.

- A. **New Employees.** The anniversary date of a new temporary employee is the first day of the calendar month after the calendar month when the employee successfully completes one thousand forty (1040) straight time hours.
- B. **Initial Step Placement.** New temporary 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 Director of Human Resources (or designee) offers to meet confer with the Association on a case by case basis each time prior to formalizing the appointment.
- C. **Increments within Range.** The performance of each employee shall be reviewed after the employee has completed an additional two thousand eighty (2080) straight time hours of work. 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. Increments shall not be granted to a temporary employee more frequently than after the first one thousand forty (1040) straight time hours worked and after each two thousand eighty (2080) additional straight time hours worked thereafter. 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 45 - LUNCH PERIOD AND REST BREAKS**

### **44.5 Temporary Employee Grievances.**

Temporary employees covered by this Memorandum of Understanding may grieve only alleged violation of:

- A. Section 1 (Recognition);
- B. Section 2 (Association Security), subsections 2.1 (Dues Deduction) through 2.5 (Withdrawal of Membership);
- C. Subsection 5.1 (General Wages), and
- D. The terms of this Section 44 except subsection 44.2 (Meet and Confer).

**44.6 Association Dues.** The membership or agency shop service fee charged by the Association to temporary employees pursuant to subsection 2.2 (Agency Shop) paragraph B shall equal 1% of the employee's regular pay up to a maximum of ten dollars (\$10) per semi-monthly pay period. No initiation fee or special assessments shall be required of these employees. A temporary employee who does not timely authorize deduction of or directly pay Association Dues or an agency shop service fee in lieu of dues will be terminated from County service.

## **SECTION 45 - LUNCH PERIOD AND REST BREAKS**

- A. 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.
- B. Employees shall be entitled to a rest break for each four (4) hours of work. Scheduling of rest breaks shall be determined by management.
- C. The Department head or his or her designee shall schedule each field Probation Officer for a regular one hour or a one-half hour unpaid meal period, taking into consideration the employee's preference and operational needs. The meal period shall be taken as near the middle of the employee's workday as is practicable in light of operational needs. If an employee desires to change the scheduled meal period from one hour to one half hour or from one-half hour to one hour, such change shall take effect only if approved in advance by the Department Head or his or her designee. The Department Head or his or her designee may initiate such a change on an on-going basis when, in the Department's judgment, such is needed for operational reasons. The Department Head or his or her designee may also temporarily alter the duration of the employee's regularly scheduled meal period, from one hour to one-half hour or from one-half hour to one hour, to accommodate temporary operational needs (e.g. training, etc.).

## **SECTION 46 - ADOPTION**

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### **SECTION 46 - ADOPTION**

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

### **SECTION 47 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS**

**47.1 Scope of Agreement.** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors. The Association understands and agrees that the County is not obligated to meet and confer regarding wages, hours or conditions of employment during the term of this extended agreement, except as otherwise required by law.

**47.2 Separability of Provisions.** Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

**47.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

**47.4 Duration of Memorandum of Understanding.** Except for provisions, if any, expressly made retroactive, this Memorandum of Understanding (MOU) shall continue in full force and effect from July 1, 2015 to and including June 30, 2018. Said Memorandum of Understanding shall automatically renew from year to year thereafter unless either party gives written notice to the other, at least sixty (60) days prior to the MOU termination date, of its intention to amend, modify or terminate the Memorandum of Understanding.

## **SECTION 48 - FAIR LABOR STANDARDS ACT PROVISIONS**

### **SECTION 48 - FAIR LABOR STANDARDS ACT PROVISIONS**

The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. If it is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the federal law, without further meeting and conferring. The County shall notify Association and meet and confer with the Association regarding the implementation of such modifications.

### **SECTION 49 – SAFETY IN THE WORKPLACE**

**49.1 Safety and Efficient Operations.** 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.

**49.2 Juvenile Hall Standing Juvenile Institution Officer Safety Committee.** The Juvenile Hall shall have a standing Juvenile Institution Officer Safety Committee (“CSC”) to address all issues related to Juvenile Institution Officer safety, including the issuance of defensive tools. The CSC shall be empowered to make recommendations related to Juvenile Institution Officer safety directly to the Deputy Chief Probation Officer, the Institutional Superintendent, or the Department-wide safety committee as the CSC deems appropriate.

**49.3 Composition of CSC.** The “CSC” shall consist of the Superintendent of the Juvenile Hall (or his or her designee), one (1) line/unit Supervisor on staff at Juvenile Hall (selected by Local 512), three Juvenile Institution Officer representatives (appointed by the Association), one (1) Juvenile clerical representative (appointed by Local 2700), one (1) service staff member (appointed by Local one), one representative of the Institutional Service Workers, janitors and cooks (appointed by Local one) and the Juvenile Hall Supply and Distribution Supervisor. Other members may include one (1) representative of the Juvenile Hall Medical Department, one representative of the Juvenile Hall School Department, and a representative of the County’s Risk Management Office to be invited to sit as needed as a non-decision making consultant.

**49.4 CSC Deliberation Not Bargaining.** The discussions and deliberations of the CSC shall not be construed as meeting the requirements to meet and confer regarding any matter related to wages, hours, or working conditions.

**49.5 Participation By Other Unions.** The Parties recognize that the participation in the CSC by Local 1, Local 512, or Local 2700 under the terms described above is conditioned on their independent agreement to do so. If either declines to do so the CSC shall carry forward without such participation.

## **SECTION 50 - MISCELLANEOUS PROVISIONS**

**49.6 Representation on Probation Department Safety Committee.** The Parties recognize that the Probation Department maintains a department-wide safety committee on which three volunteer Probation Officers solicited by the Department have served along with other Committee members. On the first January 1 after this MOU is signed by the Parties, the volunteer Probation Officer positions on the Committee will be deemed vacant. The Association shall promptly appoint three (3) Probation Officers, one from each Field Services facility, to serve on the Committee and ensure that matters affecting each facility are addressed. The term of each Association appointee shall continue through the ensuing December 31. If the employee resigns from the Committee, moves to a different facility thereby vacating the appointment, or otherwise vacates the appointment before December 31, the Association shall promptly appoint a replacement(s) from the facility from which the vacating employee was appointed. The Association may replace any of its appointees to the Committee effective the next January 1 but is not required to do so.

## **SECTION 50 - MISCELLANEOUS PROVISIONS**

- A. **Department Advisory Committee.** The Department-Wide Probation Services Advisory Committee shall continue during the term of this MOU.
- B. **Subcommittees.** The Probation Department has established separate subcommittees of the Probation Services Advisory Committee for each major juvenile institution and treatment facility. Representation on each such committee consists of two (2) Juvenile Institution Officers selected by the Association together with the manager of the facility. The subcommittee shall meet quarterly at a mutually agreeable time and place, discuss and resolve issues of mutual concern. The subcommittee may refer some problems to the department-wide committee for resolution.

Date: \_\_\_\_\_

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

**Probation Peace Officers Association**  
(Signature / Printed Name)

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**PROBATION PEACE OFFICERS ASSOCIATION  
OF  
CONTRA COSTA COUNTY**

**ATTACHMENTS**

<b>ATTACHMENT A</b>	<b>CLASS &amp; SALARY LISTING</b>
<b>ATTACHMENT B</b>	<b>CO-PAYS (Medical &amp; Dental)</b>
<b>ATTACHMENT C</b>	<b>PERMANENT INTERMITTENT SPECIAL PAYS CHART</b>
<b>ATTACHMENT D</b>	<b>TEMPORARY EMPLOYEES SPECIAL PAYS CHART</b>
<b>ATTACHMENT E</b>	<b>PHYSICIAN'S STATEMENT OF ABILITY TO WORK, AK142</b>
<b>ATTACHMENT F</b>	<b>RETURN TO WORK POLICY FOR INDUSTRIAL INJURY OR ILLNESS</b>



**PROBATION PEACE OFFICERS ASSOCIATION OF CCC  
CLASS AND SALARY LISTING  
as of  
JULY 1, 2015**

**PROBATION SUPERVISORS UNIT\***

			<b>Salary Range</b>	
<b>Job Code</b>	<b>Class Title</b>	<b>Flex Staff (F) / Deep Class (D)</b>	<b>From</b>	<b>To</b>
7KHA	INST SUPERVISOR I		5,630.16	6,843.49
7AHA	PROBATION SUPERVISOR I		6,118.45	7,437.01

**PROBATION UNIT\***

			<b>Salary Range</b>	
<b>Job Code</b>	<b>Class Title</b>	<b>Flex Staff (F) / Deep Class (D)</b>	<b>From</b>	<b>To</b>
7AWA	DEPUTY PROBATION OFFICER I	(F)	3,379.78	4,108.15
7AVA	DEPUTY PROBATION OFFICER II	(F)	4,690.53	5,701.37
7ATA	DEPUTY PROBATION OFFICER III	(F)	5,007.29	6,086.39
7KWB	PROBATION COUNSELOR I	(F)	3,320.08	4,035.58
7KVB	PROBATION COUNSELOR II	(F)	4,411.25	5,361.90
7KTB	PROBATION COUNSELOR III	(F)	4,685.89	5,695.73

\* All classifications are Safety.

**MEDICAL/DENTAL PLANS**

**Covered Offered**

The County offers the following Plans:

Contra Costa Health Plans (CCHP), Kaiser Permanente, Health Net, Delta Dental and Delta Care USA (PMI) Dental.

**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 PERMANENTE PLAN A:	\$10 Office Visit \$10 Preferred Generic RX \$20 Preferred Brand RX \$20 Non-Preferred Brand RX \$10 Emergency Room
KAISER PERMANENTE PLAN B:	\$500 Deductible Per Person \$1000 Deductible Per Family \$20 Office Visit Copay (not subject to deductible) \$20 Urgent Care Copay (not subject to deductible) \$10 Lab & X-ray Copay (not subject to deductible) \$10 Preferred Generic RX \$30 Preferred Brand RX \$30 Non-Preferred Brand RX

10% Co-Insurance After Deductible for Inpatient Hospital,  
Outpatient Surgical and Emergency Room  
\$3000 per person and \$6000 per family Annual Out of  
Pocket Maximum

HEALTH NET HMO Plan A:

\$10 Office Visit  
\$10 Preferred Generic RX  
\$20 Preferred Brand RX  
\$35 Non-Preferred Brand or Generic RX  
\$25 Emergency Room

HEALTH NET HMO Plan B:

\$20 Office Visit  
\$50 Urgent Care Visit  
\$1000 Inpatient Hospital Co-pay  
\$500 Out-Patient Surgical Co-pay  
\$100 Emergency Room Co-pay  
\$10 Preferred Brand RX  
\$20 Non-Preferred Brand RX  
\$35 Non-Preferred Brand or Generic RX  
\$2000 per person and \$6000 per family Annual Out of  
Pocket Maximum

HEALTH NET PPO Plan A:

\$10 Office Visit in network  
\$5 Preferred Generic RX  
\$5 Preferred Brand RX  
\$5 Non-Preferred Brand or Generic RX  
\$50 Emergency Room Deductible, 10% Co-Insurance

HEALTH NET PPO Plan B:

\$500 Deductible Per Person  
\$1500 Deductible Per Family  
\$20 Office Visit in network  
80% / 20% For Most In-Network Benefit  
60% / 40% For Most In-Network Benefit  
\$10 Preferred Generic RX  
\$20 Preferred Brand RX  
\$35 Non-Preferred Brand or Generic RX  
\$50 Emergency Room Deductible, 30% Co-Insurance

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Section 42- Permanent-Intermittent Employees Special Pays

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**Special Pays for Permanent-Intermittent Employees****1) Applicable to all Permanent-Intermittent Employees**

<b><u>Type of Pay</u></b>	<b><u>MOU Section</u></b>
Jury Duty-Scheduled Work Day	Sec. 16.1.H
Military Leave	Sec. 15.4
County Overtime	Sec. 7.1
FLSA Overtime	None
Sick Leave Hours Taken	Sec. 42.1
Vacation Hours Taken	Sec. 42.1
Overtime Pay for Working on a Holiday	Sec. 11.5
Shift Pay	Sec. 9

**2) Applicable to only those Permanent-Intermittent Employees in the specified classification/org**

<b><u>Type of Pay</u></b>	<b><u>MOU Section</u></b>	<b><u>Applicable Job Title(s)</u></b>	<b><u>Applicable Assigned Org (Org#)</u></b>
Lead Juvenile Institution Officer Duties	5.13	Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), Juvenile Institution Officer III (7KTB)	3120 and 3160

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Section 44 – Temporary Employees Special Pays

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**Special Pays for Temporary Employees****All Employees**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>
County Overtime (OPT)	Sec. 7.1
FLSA Overtime (OTF)	None
Paid Time Off (PTO, PTO-FML)	Sec. 44.3
Shift Pay @ 5% (SH2)	Sec. 9

**Classification/Org Specific**

<b><u>Type of Pay (Pay Code)</u></b>	<b><u>MOU Section</u></b>	<b><u>Applicable Job Title(s)</u></b>	<b><u>Applicable Assigned Org (Org#)</u></b>
Overtime Pay for Working on a Holiday (OPT)	11.6	Juvenile Institution Officer I (7KWB), Juvenile Institution Officer II (7KVB), Juvenile Institution Officer III (7KTB)	

**CONTRA COSTA COUNTY**  
**PHYSICIAN'S STATEMENT OF ABILITY TO WORK**  
**ADA/FEHA/non-industrial**

**ATTACHMENT E**

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: \_\_\_\_\_ YES \_\_\_\_\_ NO  
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="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Pulling	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Pushing	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Kneeling	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Reaching above shoulder level	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Reaching below shoulder level	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Twisting the body	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Climbing stairs	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Climbing ladders	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Climbing up and down embankment	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Shoveling or digging	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Operating foot controls	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Operate moving machinery	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Driving heavy equipment	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Driving automotive equipment	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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.

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

- I. **POLICY:** Permanent employees who have suffered industrial injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate.
- A. Covered employees must have an accepted Workers' Compensation claim. Probationary employees, project, contracted, seasonal, agency temp, temporary, and employees working less than 20 hours a week are not covered by this policy.
  - B. 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 State law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.
  - C. 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.
  - D. Current department practices and applicable state and federal laws regarding return to work procedures and restricted duty for certain employees who are exempt from this policy (i.e., non-industrial illnesses or injuries and probationary employees), will continue and are not subject to this policy.
- 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 departments and Board-governed agencies which are part of the County retirement system (excluding the Contra Costa County Fire Protection District and East Contra Costa Fire Protection District safety employees, Sheriffs Office and D.A. Investigators safety employees, Housing Authority, and In-Home Supportive Service providers) are subject to this Return to Work Policy.



IV. **GENERAL BACKGROUND:** A restricted duty assignment is a temporary assignment provided to a temporarily industrially disabled employee. Restricted duty may be for less than regular full-time work, but no less than four (4) hours per day.

A. A temporarily industrially disabled employee with an accepted Workers' Compensation claim 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 the employee shall be to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

C. If 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 Department Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Department 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. 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 industrially 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 Risk Management Department shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number 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 industrially disabled employee shall:

1. Notify the department of an industrial injury or illness in accordance with Workers' Compensation regulations.
2. 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 the information to the County. (Physician's Statement of Ability to Work, AK142, see Attachment E).
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 Department Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, a supervisor in the department providing the

4. restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
5. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
6. 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 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. 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 work department heads, managers, and departmental return to coordinators concerning this policy.

**VI. DEFINITIONS:**

**A. Restricted Duty:** A temporary work assignment provided to a temporary 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. In no assignment can be located within the employee's primary department, the County will make reasonable effort 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 the 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 Contra Costa County Fire Protection District and East Contra Costa Fire Protection Districts, Sheriff's Office and D.A. Investigators' safety employees 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 Workers' Compensation laws. Treatment shall be reasonably required and consistent with Workers'

Compensation guidelines and existing State law.

- E.** Return to Work Committee: The Committee shall be composed of a pool twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (6) County employees appointed from the three (3) largest employee organizations 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 organizations 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).

**PROBATION PEACE OFFICERS ASSOCIATION  
OF  
CONTRA COSTA COUNTY**

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Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 13, 2015

Subject: Implementing Two Percent Cost of Living Adjustment to Retirement Benefit for Employees Represented by the Probation Peace Officers' Association

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/391 making Government Code section 31870 (Two Percent Cost of Living Adjustment to Retirement Benefit) applicable to employees represented by the Probation Peace Officers' Association who become new members of the Contra Costa County Employee Retirement Association (CCCERA) in the Public Employee Pension Reform Act (PEPRA) Tier on or after January 1, 2016.

**FISCAL IMPACT:**

Implementation of a change in the Cost of Living Adjustment (COLA) to the pension benefit for employees represented by the Probation Peace Officers' Association, who become new members of CCCERA on or after January 1, 2016, in the PEPRA Tier, is intended to result in long term savings for both the employees and the County.

**BACKGROUND:**

In the Memorandum of Understanding tentatively agreed to by the Probation Peace Officers' Association on September 8, 2015, the parties agreed that employees represented by the Probation Peace Officers' Association who become new members of CCCERA in the PEPRA Tier, on or after January 1, 2016, will have up to a two percent

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 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: Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources, Ann Elliott, Employee Benefits Manager

BACKGROUND: (CONT'D)

>

banked COLA to their retirement benefit (Government Code, § 31870), rather than up to a three percent banked COLA (Government Code, § 31870.1) as applicable to some safety members of CCCERA.

Consistent with the Memorandum of Understanding with the Probation Peace Officers' Association, Resolution 2015/391 will effect the change to the pension COLA for all future employees of the Probation Peace Officers' Association who become New Members of CCCERA in the PEPRA Tier on or after January 1, 2016. (Government Code, § 31483.)

CONSEQUENCE OF NEGATIVE ACTION:

Delay in implementation of newly negotiated two percent cost of living adjustment to retirement benefit.

ATTACHMENTS

Resolution No. 2015/391

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

Adopted this Resolution on 10/13/2015 by the following vote:

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



**Resolution No. 2015/391**

**SUBJECT:** Implementing a New Cost of Living Adjustment to the Pension Benefit (Government Code Section 31870) for Employees Represented by the Probation Peace Officers' Association, Who Become New Members of CCCERA in the PEPRA Retirement Tier on or after January 1, 2016

Whereas Government Code section 31483 provides that whenever the Board of Supervisors has adopted a resolution or ordinance making a particular provision of the County Employees Retirement Law of 1937 (Gov. Code, §§ 31450 et. seq.) applicable, the Board may, through a future resolution or ordinance, terminate the applicability of the provision as to employees of the County whose services commence after a future date specified in the latter ordinance or resolution; and

Whereas Government Code section 31870 provides for a Cost of Living Adjustment (COLA) to the retirement allowance that shall not exceed two percent (2%) per year and that is banked; and

Whereas Government Code section 31552 provides that each person entering county employment becomes a member of the Contra Costa County Employees Retirement Association (CCCERA) on the first day of the calendar month after his/her entrance into county service, provided that the person enters a classification and position eligible for membership in CCCERA; and

Whereas pursuant to section 31552, persons who enter County employment in classifications eligible for membership in CCCERA on or after December 1, 2015, become members of CCCERA on or after January 1, 2016; and Whereas the California Public Employees Pension Reform Act of 2013, Government Code sections 7522 et. seq. (PEPRA) established a new retirement benefit for all persons becoming New Members (as defined in PEPRA) of California public retirement systems on or after January 1, 2013, but did not address the Cost of Living Adjustment to the pension benefit for such persons; and

Whereas the County and the Probation Peace Officers' Association agreed in the Memorandum of Understanding ratified by the Association and approved by the Board of Supervisors on October 13, 2015, that for safety employees represented by the Association who are hired on or after December 1, 2015, and become New Members of CCCERA in the PEPRA Tier, the COLA to the employee's retirement allowance shall not exceed two percent (2%) per year and shall be banked;

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY RESOLVES THAT:**

1. Government Code section 31870.1 (banked COLA not to exceed three percent) shall not apply to safety employees represented by the Probation Peace Officers' Association hired on or after December 1, 2015, who become New Members of CCCERA (as defined in PEPRA) in the PEPRA Tier. Instead, Government Code section 31870 (banked COLA not to exceed two percent) shall apply to such safety employees represented by the Probation Peace Officers' Association who become New Members of CCCERA on or after January 1, 2016.

2. To the extent a previous Resolution adopted by the Board of Supervisors is inconsistent with this Resolution 2015/391, this Resolution governs the cost of living adjustment to the pension benefit for all safety employees represented by the Probation Peace Officers' Association, who become New Members of CCCERA on or after January 1, 2016, and any inconsistent provision in such prior Resolution shall not apply.

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: October 13, 2015**

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

By: , Deputy

**cc:** Harjit S. Nahal, Assistant County Auditor, Lisa Lopez, Assistant Director of Human Resources, Ann Elliott, Employee Benefits Manager



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 13, 2015

Subject: Notice of Completion of Contract for the 2015 Slurry Seal Project, El Sobrante and Pleasant Hill areas.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/349 accepting as complete the contracted work performed by Telfer Highway Technologies for the 2015 Slurry Seal Project, as recommended by the Public Works Director, El Sobrante and Pleasant Hill areas. Project No. 0672-6U2147-15

**FISCAL IMPACT:**

Project was funded by 97% Local Road Funds and 3% Monument Preservation 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 September 10, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

The contractor will not be paid and acceptance notification will not be recorded.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Kevin Emigh,  
925-313-2233

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

By: , Deputy

cc:



## ATTACHMENTS

Resolution No.  
2015/349

Recorded at the request of: Public Works Dept.

Return To: Janet Dowling

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

Adopted this Resolution on 10/13/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

---

Resolution No. 2015/349

In the Matter of Accepting and Giving Notice of Completion of Contract for the 2015 Slurry Seal Project, El Sobrante and Pleasant Hill areas. Project No. 0672-6U2147-15

WHEREAS the Board of Supervisors RESOLVES that on June 16, 2015, the County contracted with Telfer Highway Technologies for the work generally consisting of applying slurry seal treatment to streets in the Pleasant Hill and El Sobrante areas as shown on the plans. Work also included surface preparation (Not including base failure repairs and crack sealing by others), tree trimming, striping removal and adjustment and placement of thermoplastic striping and pavement markings in the El Sobrante and Pleasant Hill areas, with Western Surety Company 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 September 10, 2015.

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: October 13, 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: October 13, 2015

Subject: Approve and Authorize a Consulting Services Agreement with CH2M Hill, Incorporated for the Marsh Creek Road Bridge Project

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with CH2M Hill, Incorporated in the amount not to exceed \$864,777.00, for professional engineering services for the Marsh Creek Road Bridges (28C-0143 and 28C-0145) Replacement project, for the period of October 6, 2015, through acceptance of the completed bridges by the Board of Supervisors, Clayton area. County Project No. 0662-6R4083, Federal Project No. BRLS 5928 (125).

**FISCAL IMPACT:**

This project, including this Consulting Services Agreement, is funded by 88.53% Federal Highway Bridge Program Funds and 11.47% Local Road Funds.

**BACKGROUND:**

This project will consist of preparing plans, specifications, and estimates, including geotechnical and hydraulic studies, construction support, project management and coordination, and environmental and right of way support for the replacement of the Marsh Creek Road Bridges (28C-0143 and 28C-0145) over Marsh Creek in eastern Contra Costa County.

Professional engineering services are required

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 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)

for the proper and satisfactory execution of the Marsh Creek Road Bridges Replacement project. CH2M Hill, Incorporated was selected to provide these services after completing a Request for Qualifications solicitation and interview process that put them on a short list with five other firms to provide consulting services for future projects. The County requested and received technical proposals from four of the five short listed firms to provide consulting services for this project. CH2M Hill Incorporated was selected by a selection committee as the firm that was best able to address the County's needs for the project.

Public Works has successfully negotiated with CH2M Hill, Incorporated to provide the professional engineering services.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors' approval, this Consulting Services Agreement will not be in effect. A delay in the design and construction of the Marsh Creek Road Bridge Replacement project will occur, ultimately delaying the completion of the project. Project delay may also result in substantial additional project costs and jeopardize the funding.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 13, 2015

Subject: Declare Enderby Street a County road for road acceptance RA11-01247, Danville area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/375 declaring Enderby Street a County road for road acceptance RA11-01247 (cross-reference subdivision SD05-09037), for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, Danville area. (District III)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The developer has completed the public improvements per the Road Improvement Agreement and in accordance with Title 9 of the County Ordinance Code.

**CONSEQUENCE OF NEGATIVE ACTION:**

The public improvements for Enderby Street will not be declared a County road and Enderby Street will remain a private road.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Jocelyn A. B. LaRocque,  
925-313-2315

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

By: , Deputy

cc: J. A.B. LaRocque - Engineering Services , Engineering Services Originator: J. Hernandez, Design/Construction, J. Stein, Records Division, Maintenance Division, Mapping, Sheriff, Detention Division, T. Chalk, CHP, Shapell Homes, 6800 Koll Center Pkwy #320, Pleasanton CA 94566 Attn: R.M. Nelson, Continental Insurance. Co. 100 Matsonford Rd, Radnor, PA 19087, Attn: D. Dunniga, T – June 23, 2016

## ATTACHMENTS

Resolution No.

2015/375

Map

Recorded at the request of: **BOARD OF SUPERVISORS**

Return To: **PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES DIVISION**

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

Adopted this Resolution on 10/13/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

---

Resolution No. 2015/375

IN THE MATTER OF declaring Enderby Street a County road, for road acceptance RA11-01247 (cross-reference subdivision SD05-09037), for a project developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, Danville area. (District III)

WHEREAS the Public Works Director has notified this Board that the public improvements in road acceptance RA11-01247 (cross-reference subdivision SD05-09037) have been completed, as provided in the Road Improvement Agreement with Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS the beginning of the warranty period was established on December 4, 2012, and the \$4,800.00 cash deposit (Auditor's Deposit Number DP580096, dated June 27, 2011) made by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation and the performance/maintenance surety bond rider for \$71,500.00, bond number 929525436 issued by The Continental Insurance Company was RETAINED pursuant to the requirements of Section 94-4.406 of the County Ordinance Code until released by this Board.

NOW, THEREFORE, BE IT RESOLVED that Enderby Street, the hereinafter described public improvements, as shown and dedicated for public use on the Final Map of subdivision SD05-09037 filed November 14, 2011, in Book 513 of final maps at Page 33, Official Records of Contra Costa County, State of California, are ACCEPTED and DECLARED to be a County road.

Road Name: Enderby Street Length (miles): 0.08

Road/ROW Width: 36'/56'

Road Number: 5525CT

Class: 7

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: October 13, 2015**

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

By: , Deputy

**cc:** J. A.B. LaRocque - Engineering Services , Engineering Services Originator: J. Hernandez, Design/Construction, J. Stein, Records Division, Maintenance Division, Mapping, Sheriff, Detention Division, T. Chalk, CHP, Shapell Homes, 6800 Koll Center Pkwy #320, Pleasanton CA 94566 Attn: R.M. Nelson, Continental Insurance. Co. 100 Matsonford Rd, Radnor, PA 19087, Attn: D. Dunniga, T – June 23, 2016



OWNER'S STATEMENT:

THE UNDERSIGNED, BEING THE PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE SUBDIVISION BOUNDARY ON THIS MAP, ENTITLED "SUBDIVISION 9037, ALAMO CREEK UNIT 5", CONTRA COSTA COUNTY, CALIFORNIA, DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME, AND THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES OF THOSE PORTIONS OF SAID LANDS DESIGNATED ON THIS MAP AS: MASSARA STREET, CHARRBRAY STREET, ENDEBERY STREET, TURANIAN COURT, ROBERT DUCHI WAY, CONNEMARA COURT, PERCHERON COURT.

PARCEL "A" AND "F" IS HEREBY RETAINED BY OWNER FOR DEDICATION TO THE WENDT RANCH GEOLOGIC HAZARD AND ABATEMENT DISTRICT OR "G.H.A.D."

PARCEL "B" IS RESERVED FOR DEVELOPMENT PURPOSES. SHAPELL INDUSTRIES TO RETAIN OWNERSHIP OF THIS PARCEL.

PARCEL "D" IS HEREBY RETAINED BY OWNER FOR DEDICATION TO THE ALAMO CREEK HOME OWNERS ASSOCIATION BY SEPARATE DOCUMENT.

PARCEL "E" IS HEREBY RETAINED BY OWNER FOR DEDICATION TO THE ALAMO CREEK HOME OWNERS ASSOCIATION FOR LANDSCAPE AND DRAINAGE PURPOSES BY SEPARATE DOCUMENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE AREA DESIGNATED AS "TRAIL EASEMENT" (T.E.) IS OFFERED FOR DEDICATION TO THE PUBLIC AND THE WENDT RANCH GEOLOGIC HAZARD AND ABATEMENT DISTRICT OR "G.H.A.D." FOR CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, ACCESS, TRAIL PURPOSES AND THE CLEARING AND REMOVAL OF VEGETATION AND OBSTRUCTION. IF REQUIRED DUE TO THE PROXIMITY OF SENSITIVE WILDLIFE HABITAT, PORTIONS OF SAID TRAIL MAY BE QUITCLAIMED AND RELOCATED UPON MUTUAL CONSENT OF ALL PERTINENT PARTIES VIA SEPARATE INSTRUMENT.

THE AREA DESIGNATED AS "SLOPE AND WALL EASEMENT" IS OFFERED FOR DEDICATION TO THE WENDT RANCH GEOLOGIC HAZARD AND ABATEMENT DISTRICT OR "G.H.A.D." FOR SLOPE AND RETAINING WALL MAINTENANCE PURPOSES INCLUDING ACCESS, CONSTRUCTION, AND MAINTENANCE WITHIN SAID EASEMENT AREA.

THE AREA MARKED "SANITARY SEWER EASEMENT" OR "S.S.E." IS OFFERED FOR DEDICATION TO THE CENTRAL CONTRA COSTA SANITARY DISTRICT (CCSD) OR ITS SUCCESSORS OR ASSIGNS IN CROSS, AS A NON-EXCLUSIVE SUBSURFACE EASEMENT (OR AS AN EXCLUSIVE SUBSURFACE EASEMENT, WHERE INDICATED) AND NON-EXCLUSIVE SURFACE EASEMENT FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR, ALTER, OPERATE, MAINTAIN, REPLACE (WITH THE INITIAL OR OTHER SIZE) AND REPAIR SUCH SEWER LINES OR LINES AS THE DISTRICT SHALL FROM TIME TO TIME DETERMINE TO BE NECESSARY TO SERVED WATERS TO THE DISTRICT. ALL SUCH SEWER LINES SHALL BE CONSTRUCTED AND MAINTAINED WITHIN SAID EASEMENT AREA, TOGETHER WITH THE FREE RIGHT OF INGRESS, EGRESS, AND EMERGENCY ACCESS TO SAID EASEMENT OVER AND ACROSS THE REMAINING PORTION OF THE OWNER'S PROPERTY, PROVIDED THAT SAID RIGHTS OF INGRESS, EGRESS, AND EMERGENCY ACCESS SHALL BE LIMITED TO ESTABLISHED ROADWAYS, PATHWAYS, AVENUES OR OTHER ROUTES TO THE EXTENT POSSIBLE AND AS REASONABLY NECESSARY FOR THE PROPER USE OF THE RIGHTS GRANTED HEREIN. THIS OFFER OF DEDICATION ALSO INCLUDES THE RIGHT TO CLEAR OBSTRUCTIONS AND VEGETATION FROM THE EASEMENT AS MAY BE REQUIRED FOR THE PROPER USE OF THE OTHER RIGHTS GRANTED HEREIN.

THE OWNER RESERVES THE RIGHT TO LANDSCAPE OR MAKE SUCH OTHER USE OF THE LANDS INCLUDED WITHIN THE EASEMENTS WHICH ARE CONSISTENT WITH THE DISTRICT'S USE; HOWEVER, SUCH USE BY THE OWNER SHALL NOT INCLUDE THE PLANTING OF TREES OR CONSTRUCTION OF PERMANENT STRUCTURES, INCLUDING BUT NOT LIMITED TO HOUSES, GARAGES, OUTBUILDINGS, SWIMMING POOLS, TENNIS COURTS, RETAINING WALLS, DECKS, PATIOS, OR OTHER ACTIVITIES WHICH MAY INTERFERE WITH THE DISTRICT'S ENJOYMENT OF THE EASEMENT RIGHTS GRANTED HEREIN.

MAINTENANCE ACCESS STRUCTURES (MANHOLES, ROODING INLETS, ETC.) CONSTRUCTED WITHIN THE EASEMENT SHALL NOT BE COVERED BY EARTH OR OTHER MATERIAL AND SHALL REMAIN IN AN EXPOSED AND ACCESSIBLE CONDITION AT ALL TIMES FOR ROUTINE AND/OR EMERGENCY MAINTENANCE THAT MAY BE DEEMED NECESSARY BY THE DISTRICT FROM TIME TO TIME.

CCSD, AND ITS SUCCESSORS OR ASSIGNS, SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFER OR DEDICATION, AND SHALL NOT ASSUME ANY RESPONSIBILITY FOR THE OFFERED EASEMENTS, OR ANY IMPROVEMENTS THEREON OR THEREIN, UNTIL SUCH OFFER HAS BEEN ACCEPTED BY THE APPROPRIATE ACTION OF THE DISTRICT, OR ITS SUCCESSORS OR ASSIGNS. FURTHER, THE OWNER SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE DISTRICT WITH RESPECT TO SUCH EASEMENTS BY APPROPRIATE ACTION OF THE EASEMENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE AREA DESIGNATED AS "PUBLIC ACCESS EASEMENT" (P.A.E.) IS OFFERED FOR DEDICATION TO CONTRA COSTA COUNTY OR ITS DESIGNEE AS EASEMENT FOR PERFORMING, RECORDING, AND MAINTAINING INGRESS AND EGRESS CONSTRUCTED FOR RECONSTRUCTION, ACCESS, MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE AREA DESIGNATED AS "PRIVATE ACCESS EASEMENT" IS NOT DEDICATED TO THE PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF LOTS 640-645 OF THIS SUBDIVISION FOR INGRESS AND EGRESS PURPOSES.

F:\JCA-DWG\981009\FINAL MAP\PHASE5\SHIT-3.DWG

SUBDIVISION 9037  
ALAMO CREEK UNIT 5

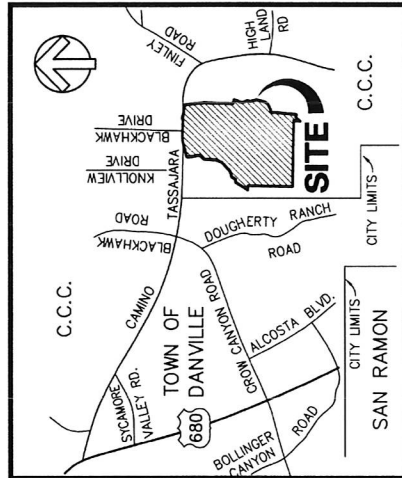
A RESUBDIVISION OF A PORTION OF PARCEL "A" AS SAID PARCEL IS SHOWN ON THE MAP OF SUBDIVISION 8943, FILED IN BOOK 498 OF MAPS AT PAGE 29, AS ADJUSTED PER LLA 2008-71361 AND LLA 2008-37313, CONTRA COSTA COUNTY RECORDS.

CONTRA COSTA COUNTY CALIFORNIA

dk CONSULTING

CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596

FEBRUARY, 2011



VICINITY MAP

NOT TO SCALE

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE AREA DESIGNATED AS "STORM DRAIN EASEMENT" (S.D.E.) IS OFFERED FOR DEDICATION TO CONTRA COSTA COUNTY OR ITS DESIGNEE AS A NON-EXCLUSIVE SURFACE AND SUBSURFACE EASEMENT FOR STORM DRAINAGE PURPOSES, INCLUDING CONSTRUCTION, RECONSTRUCTION, ACCESS, MAINTENANCE, AND VEGETATION. IMPROVEMENTS TO SUCH STRUCTURES, INCLUDING BUT NOT LIMITED TO, OBSTRUCTIONS AND OBSTRUCTIONS, STRUCTURES, FENCES OR TREES MAY BE PLACED ON SAID EASEMENT.

THE AREA DESIGNATED AS "E.B.A.U.D.E." IS DEDICATED TO THE EAST BAY BAY MUNICIPAL UTILITY DISTRICT, AS A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPLACING, MAINTAINING, OPERATING AND USING AS A PIPE OR PIPELINES AND ALL NECESSARY TRANSMISSION AND DISTRIBUTION OF WATER, A PIPE OR PIPELINES AND ALL NECESSARY FIXTURES INCLUDING UNDERGROUND TELEMETRY AND ELECTRICAL CABLES OR APPURTENANCES THERETO, IN, UNDER, ALONG AND ACROSS SAID EASEMENT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FROM SAID EASEMENT AND THE RIGHT AT ALL TIMES TO ENTER IN, OVER AND UPON SAID EASEMENT AND EVERY PART THEREOF.

THE OWNER AND THE OWNER'S HEIRS, SUCCESSORS, OR ASSIGNS SHALL NOT PLACE OR PERMIT TO BE PLACED ON SAID EASEMENT ANY BUILDING OR STRUCTURE, NOR ALLOW ANYTHING TO BE DONE WHICH MAY INTERFERE WITH THE FULL ENJOYMENT BY THE DISTRICT. THE ABOVE PARAGRAPH NOTWITHSTANDING, OWNER RESERVES THE RIGHT TO LANDSCAPE THE EASEMENT AREA IN A MANNER CONSISTENT WITH THE DISTRICT'S USE; HOWEVER, SUCH USE BY OWNER SHALL NOT INCLUDE THE PLANTING OF TREES NOR A CHANGE IN THE EXISTING SURFACE ELEVATION (GRADE) OF THE EASEMENT AREA BY MORE THAN ONE FOOT WITHOUT HAVING PRIOR WRITTEN CONSENT OF THE DISTRICT.

APN: 206-030-069; 070; 071; 072; 073; & 074.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE AREA DESIGNATED AS "PUBLIC UTILITY EASEMENT" (P.U.E.) IS DEDICATED TO THE PUBLIC FOR PUBLIC USE FOR PUBLIC UTILITIES OVER, UNDER, OR UPON THOSE STRIPS OF LAND AS SHOWN ON THIS MAP, INCLUDING CONSTRUCTION, ACCESS OR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, OR THE CLEARING OF OBSTRUCTIONS AND VEGETATION OVER, UNDER, OR UPON SAID EASEMENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE AREAS DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (E.V.A.E.) ARE DEDICATED TO THE PUBLIC AND CONTRA COSTA COUNTY FOR INGRESS AND EGRESS PURPOSES OF EMERGENCY VEHICLES. THE AREAS SHOWN AS "L.M.E." OR LANDSCAPE MAINTENANCE EASEMENT ARE SPECIFICALLY EXCLUDED FROM PUBLIC DEDICATION BUT ARE FOR THE USE OF AND MAINTENANCE BY THE HOMEOWNER'S ASSOCIATION OF PUBLIC DEDICATION 9037, FOR ACCESS, CONSTRUCTION, AND MAINTENANCE OF LANDSCAPE FEATURES.

THE AREA DESIGNATED AS "RESTRICTED DEVELOPMENT AREA" GRANT DEED OF DEVELOPMENT RIGHTS (SCENIC EASEMENT) IS DEDICATED TO CONTRA COSTA COUNTY BY SEPARATE DOCUMENT, RECORDED CONCURRENTLY WITH THE FILING OF THIS FINAL MAP. NO STRUCTURES ARE TO BE CONSTRUCTED WITHIN THIS AREA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. THE AREA SHOWN AS "P.C.E." OR REQUIRED CLEARANCE EASEMENT IS OFFERED TO CONTRA COSTA COUNTY OR ITS DESIGNEE AS A NON-EXCLUSIVE SURFACE AND SUBSURFACE EASEMENT FOR THE PURPOSES OF MAINTAINING P.E.S.S. INCLUDING THE CLEARING OF OBSTRUCTIONS AND OBSTRUCTIONS, STRUCTURES, FENCES OR TREES HIGHER THAN 2 FEET ABOVE THE TOP OF CURB.

WE DO HEREBY RELINQUISH ALL ADJUTER'S RIGHTS OF ACCESS ACROSS THOSE AREAS OF SAID LANDS AS DELINEATED THUS: ////////// ON SAID MAP.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OR OF RECORD.

SHAPELL INDUSTRIES, INC., A DELAWARE CORPORATION

BY: [Signature] DATE: 3/14/11

NAME: Taylor L. Mai

TITLE: Engr - SINC

BY: [Signature] DATE: 3/14/11

NAME: Samuel S. Hatcher

TITLE: V.P. - S.E. M.C.

OWNER'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA  
COUNTY OF Alameda

ON March 14, 2011 BEFORE ME, Taylor L. Mai, Notary Public

Shapell Industries, Inc. who proved to me on the basis of satisfactory evidence to be the PERSON(S) whose NAME(S) Shapell Industries, Inc. 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 he/she/they executed the same 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

SIGNATURE: [Signature]

NOTARY NAME: Taylor L. Mai

NOTARY PHONE: 408-946-1550

NOTARY REGISTRATION NUMBER: 1826455

MY COMMISSION EXPIRES: 12/12/2012

COUNTY OF PRINCIPLE PLACE OF BUSINESS: Santa Clara

98-1009-25

SHEET 1 OF 21

513-33

11.14.11

8:57 AM

# **SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHAPPELL INDUSTRIES ON JANUARY 2001 AND IS TRUE AND CORRECT AS FAR AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY COMPLETES THE SURVEY AND IS APPROVED BY TENTATIVE STATE. I HEREBY STATE THAT THE MONUMENTS WILL BE SET IN THE POSITIONS INDICATED BY DECEMBER 31, 2011, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Dated: 2/19/11  
 DANIEL DRUMMOND  
 L.S. NO. 6333

REGISTRATION EXPIRES: 12/31/12



## **COUNTY SURVEYOR'S STATEMENT:**

THIS MAP WAS EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

Certificate of Correction  
 2011-0265150-00  
 12/06/2011  
 Replaces "LS 6333" with "RCE 25281"  
 BY: James A. Stein 7/20/2011  
 JAMES A. STEIN  
 COUNTY SURVEYOR  
 L.S. 6571



## **CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE:**

STATE OF CALIFORNIA } SS  
 COUNTY OF CONTRA COSTA }  
 I, DAVID TWA, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED, "SUBDIVISION 9037 ALAMO CREEK UNIT 5" WAS PREPARED TO SAID BOARD OF SUPERVISORS, AND THAT SAID BOARD OF SUPERVISORS DO HEREBY APPROVE THE MAP BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DO REJECT ON BEHALF OF THE PUBLIC ALL OF THE STREETS, ROADS, AVENUES OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

I FURTHER STATE THAT ALL TAX LISTS HAVE BEEN SATISFIED AND ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN FINAL MAP HAVE BEEN APPROVED BY THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY AND FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS 21<sup>st</sup> DAY OF September 2011

DAVID TWA  
 CLERK OF THE BOARD OF SUPERVISORS  
 AND COUNTY ADMINISTRATOR



BY: Leanne McMan  
 DEPUTY CLERK

# **SUBDIVISION 9037 ALAMO CREEK UNIT 5**

A RESUBDIVISION OF A PORTION OF PARCEL "A" AS SAID PARCEL IS SHOWN ON THE MAP OF SUBDIVISION 8943, FILED IN BOOK 488 OF MAPS AT PAGE 29, AS ADJUSTED PER LLA 2008-71361 AND LLA 2008-37313, CONTRA COSTA COUNTY RECORDS.

CONTRA COSTA COUNTY  
**dk CONSULTING**  
 CIVIL ENGINEERING-PLANNING-SURVEYING  
 1440 MARIA LANE, SUITE 200  
 WALNUT CREEK, CALIFORNIA 94596  
 FEBRUARY, 2011

# **BUILDING INSPECTION STATEMENT:**

THE FOLLOWING GEOLOGIC REPORTS HAVE BEEN RECEIVED AND APPROVED FOR AREAS INCLUDED IN THIS SUBDIVISION AND ARE KEPT ON FILE FOR PUBLIC INSPECTION IN THE BUILDING INSPECTION DEPARTMENT, CONTRA COSTA COUNTY.

ENECO, INC. - GEOTECHNICAL EXPLORATION, ALAMO CREEK, CONTRA COSTA COUNTY.  
 PROJECT NUMBER : 4063 - W100, DATED: JULY 26, 1989  
 PREPARED BY: URI ELIAHI.

JASON CRAPO  
 DEPUTY DIRECTOR OF DEPARTMENT OF  
 CONSERVATION AND DEVELOPMENT BUILDING  
 INSPECTION DIVISION

DATED: May 26 2011

BY: Jason Crapo

## **PLANNING COMMISSION STATEMENT:**

I HEREBY STATE THAT THE PLANNING COMMISSION OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION, UPON WHICH THIS FINAL MAP IS BASED.

ARUNA BHAT  
 DEPUTY DIRECTOR OF DEPARTMENT OF  
 CONSERVATION AND DEVELOPMENT BUILDING  
 INSPECTION DIVISION COMMUNITY  
 DEVELOPMENT

DATED: May 25 2011

BY: Aruna Bhat

## **COUNTY RECORDER'S STATEMENT:**

THIS MAP ENTITLED "SUBDIVISION 9037 ALAMO CREEK UNIT 5", IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE PER SUBDIVISION GUARANTEE, MADE BY FIRST AMERICAN TITLE COMPANY, CONTRA COSTA COUNTY, DATED THE 14<sup>th</sup> DAY OF November 2011, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS. FILED AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY, CONTRA COSTA COUNTY, AT 8:57 MINUTES-PAST AM ON THE 21<sup>st</sup> DAY OF NOVEMBER 2011 IN BOOK 513 OF MAPS AT PAGE 33 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

# 11-246022

STEPHEN L. WEBB  
 COUNTY RECORDER  
 CONTRA COSTA  
 STATE OF CALIFORNIA

BY: Stephen Webb  
 DEPUTY COUNTY RECORDER

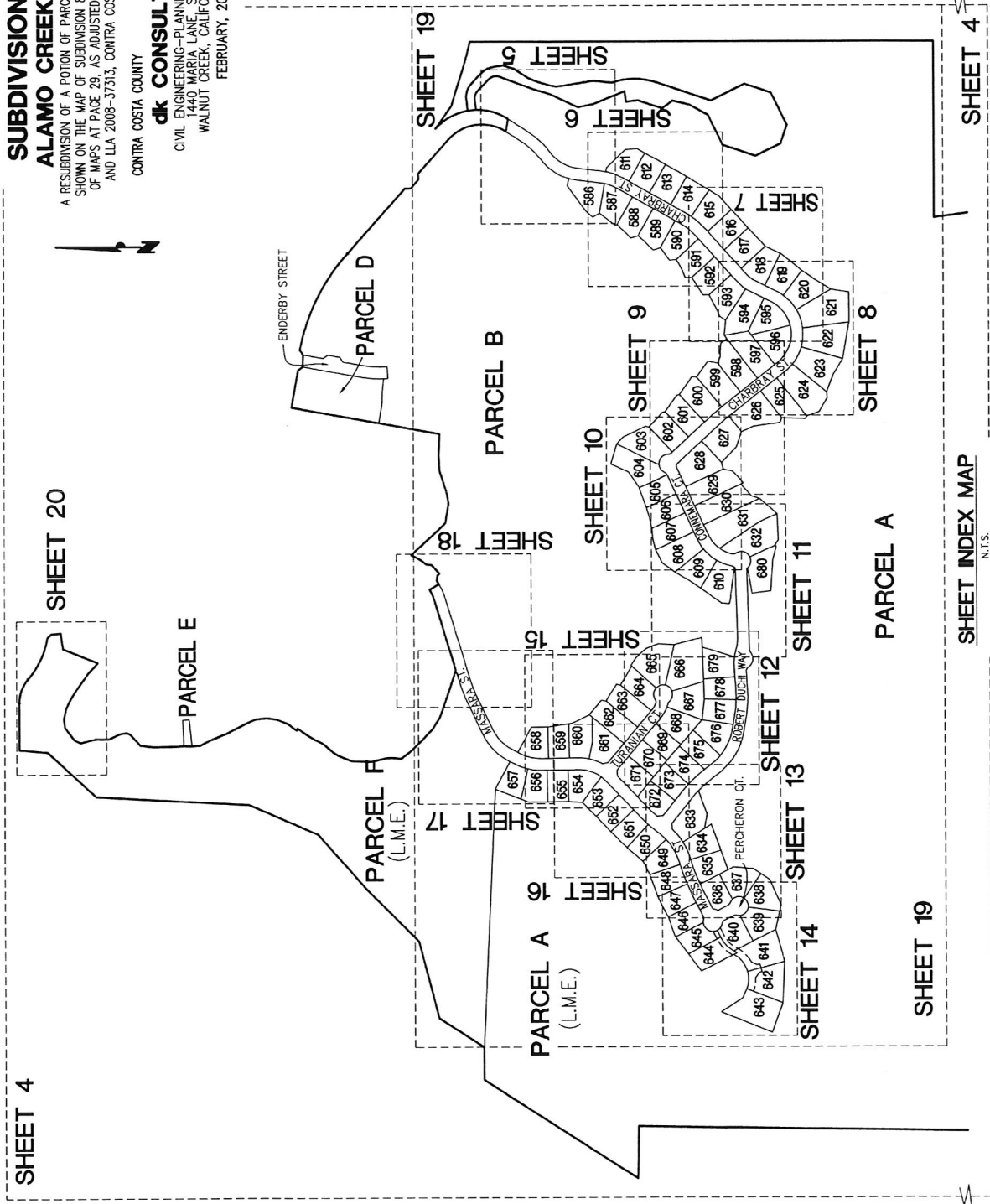
# **SUBDIVISION 9037 ALAMO CREEK UNIT 5**

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CONTRA COSTA COUNTY CALIFORNIA

**dk CONSULTING**

CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596  
FEBRUARY, 2011



# SUBDIVISION 9037

## ALAMO CREEK UNIT 5

A RESUBDIVISION OF A PORTION OF PARCEL "A" AS SAID PARCEL IS SHOWN ON THE MAP OF SUBDIVISION 8943, FILED IN BOOK 498 OF MAPS AT PAGE 29, AS ADJUSTED PER LLA 2008-71361 AND LLA 2008-37313, CONTRA COSTA COUNTY RECORDS.

CONTRA COSTA COUNTY CALIFORNIA

### dk CONSULTING

CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596

FEBRUARY, 2011

SCALE: 1"=400'

NOTE: THIS SUBDIVISION CONTAINS 4.3558 ACRES ±

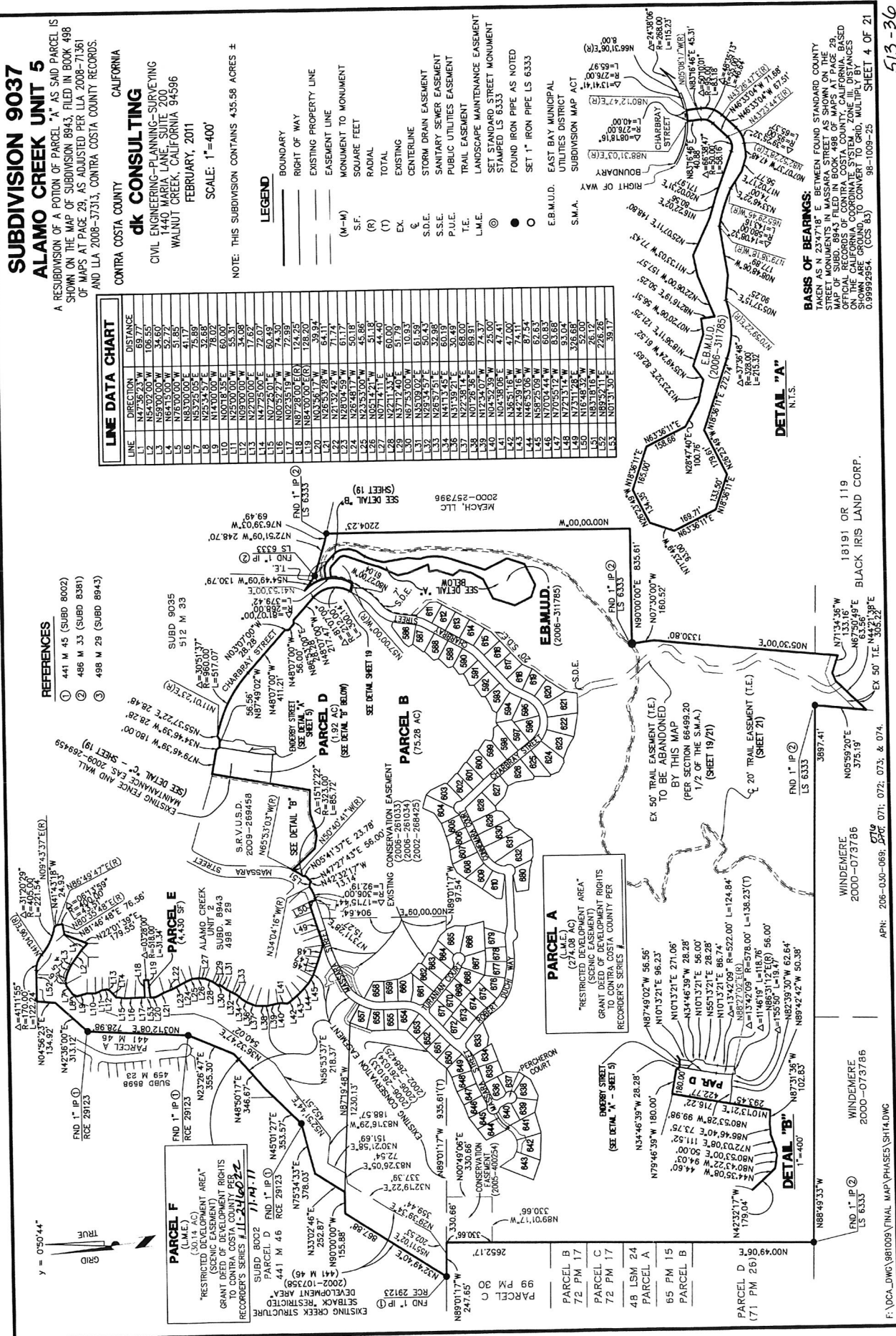
#### LEGEND

- BOUNDARY
- RIGHT OF WAY
- EXISTING PROPERTY LINE
- EASEMENT LINE
- MONUMENT TO MONUMENT
- S.F. SQUARE FEET
- (R) RADIAL
- (T) TOTAL
- (M-M) EXISTING
- EX. CENTERLINE
- S.D.E. STORM DRAIN EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- P.U.E. PUBLIC UTILITIES EASEMENT
- T.E. TRAIL EASEMENT
- LANDSCAPE MAINTENANCE EASEMENT
- SET STANDARD STREET MONUMENT
- STAMPED LS 6333
- FOUND IRON PIPE AS NOTED
- SET 1" IRON PIPE LS 6333
- E.B.M.U.D. EAST BAY MUNICIPAL UTILITIES DISTRICT
- S.M.A. SUBDIVISION MAP ACT

LINE	DIRECTION	DISTANCE
L1	N47°59'23"W	69.77
L2	N54°02'00"W	106.55
L3	N59°00'00"W	34.60
L4	N63°00'00"W	51.85
L5	N63°00'00"W	51.85
L6	N83°00'00"E	41.17
L7	N52°28'05"E	75.89
L8	N25°34'57"E	32.68
L9	N14°01'00"E	50.31
L10	N25°00'00"W	50.31
L11	N25°00'00"W	50.31
L12	N25°00'00"W	50.31
L13	N27°00'00"E	17.62
L14	N47°25'00"E	17.62
L15	N00°52'21"W	64.30
L16	N02°52'21"W	72.99
L17	N02°52'21"W	72.99
L18	N87°28'10"E	124.25
L19	N84°00'00"E	728.94
L20	N02°52'21"W	72.99
L21	N02°52'21"W	72.99
L22	N21°32'42"W	71.74
L23	N28°48'17"W	50.18
L24	N28°48'17"W	50.18
L25	N02°52'21"W	51.18
L26	N07°41'11"E	44.40
L27	N07°41'11"E	44.40
L28	N27°11'33"E	60.00
L29	N37°14'00"E	51.83
L30	N35°09'02"E	61.59
L31	N35°09'02"E	61.59
L32	N25°44'57"E	50.43
L33	N25°57'51"E	32.96
L34	N41°13'45"E	60.19
L35	N27°38'14"E	68.00
L36	N01°26'36"E	89.91
L37	N12°34'07"W	74.37
L38	N04°52'35"W	25.00
L39	N04°52'35"W	25.00
L40	N04°52'35"W	25.00
L41	N04°52'35"W	25.00
L42	N42°39'16"W	74.11
L43	N42°39'16"W	74.11
L44	N46°53'05"W	87.54
L45	N89°25'09"W	62.63
L46	N70°05'12"E	83.68
L47	N72°13'14"E	93.04
L48	N73°11'28"E	326.68
L49	N16°48'32"W	52.00
L50	N83°18'16"W	226.76
L51	N01°31'30"E	39.17

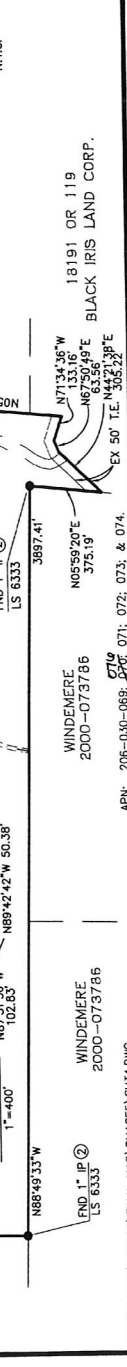
#### REFERENCES

- ① 441 M 45 (SUBD 8002)
- ② 486 M 33 (SUBD 8381)
- ③ 498 M 29 (SUBD 8943)



#### DETAIL "A"

N.T.S.



#### DETAIL "B"

1"=400'



513 M 36

513-36

513-36

513-36

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513-36

# **SUBDIVISION 9037 ALAMO CREEK UNIT 5**

A RESUBDIVISION OF A PORTION OF PARCEL "A", AS SAID PARCEL IS SHOWN ON THE MAP OF SUBDIVISION 8843, FILED IN BOOK 498 OF MAPS AT PAGE 28, AS ADJUSTED PER LIA 2008-71361 AND LIA 2008-37313, CONTRA COSTA COUNTY RECORDS.

CONTRA COSTA COUNTY CALIFORNIA

**dk CONSULTING**

CIVIL ENGINEERING-PLANNING-SURVEYING  
1440 MARIA LANE, SUITE 200  
WALNUT CREEK, CALIFORNIA 94596  
FEBRUARY, 2011  
SCALE: 1"=40'



## **LEGEND**

BOUNDARY	RIGHT OF WAY
PROPERTY LINE	EXISTING PROPERTY LINE
EASEMENT LINE	EASEMENT LINE
MONUMENT LINE	MONUMENT TO MONUMENT
MONUMENT TO SUBDIVISION LINE	S.F.
S.F.	(M-M)
RADIAL	(M-SL)
TOTAL	(R)
EXISTING	(T)
STORM DRAIN EASEMENT	EX.
SANITARY SEWER EASEMENT	S.D.E.
LANDSCAPE MAINTENANCE EASEMENT	S.S.E.
PUBLIC UTILITIES EASEMENT	L.M.E.
PUBLIC ACCESS EASEMENT	P.U.E.
TRAIL EASEMENT	P.A.E.
FOUND STANDARD STREET	T.E.
MONUMENT PER SUBD. 8381 (486 M. 33)	●
SET STANDARD STREET MONUMENT	○
STAMPED LS 6333	○
FOUND IRON PIPE AS NOTED	○
SET 1" IRON PIPE LS 6333	○

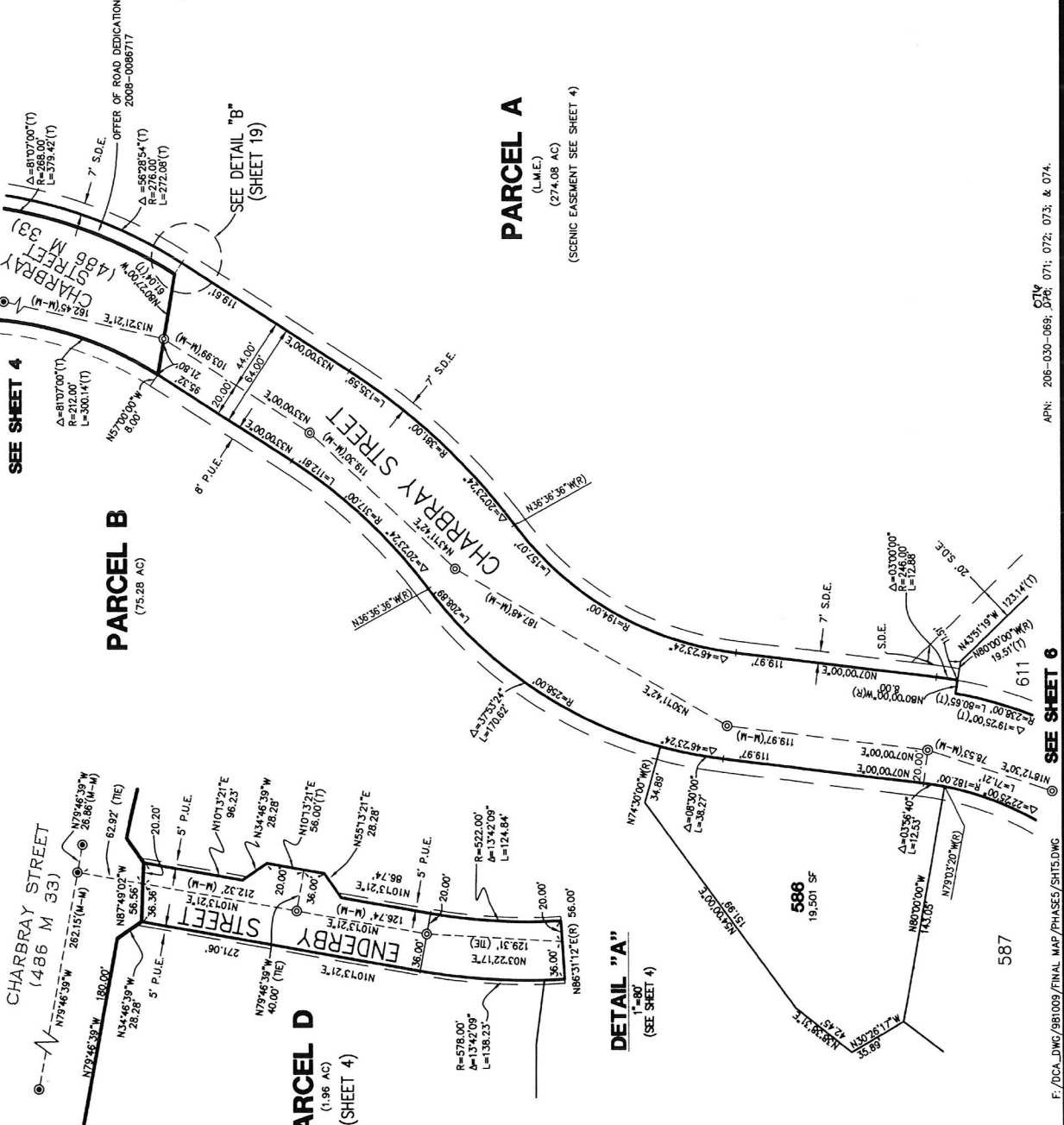
## **BASIS OF BEARINGS:**

TAKEN AS N 23°47'18" E BETWEEN FOUND STANDARD COUNTY STREET MONUMENTS IN MASSARA STREET AS SHOWN ON THE MAP OF SUBDIVISION 8843, FILED IN BOOK 498 OF MAPS AT PAGE 28, AS ADJUSTED PER LIA 2008-71361 AND LIA 2008-37313, CONTRA COSTA COUNTY RECORDS. BASED ON THE CALIFORNIA COORDINATE SYSTEM - ZONE III. DISTANCES SHOWN ARE GROUND, TO CONVERT TO GRID, MULTIPLY BY 0.99992954. (CCS 83)

APN: 206-030-069; 076; 071; 072; 073; & 074.

F:\DCA.DWG\981009\FINAL MAP PHASES\981009.DWG

309





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 13, 2015

Subject: Approve the Road Improvement Agreement for road acceptance RA12-01250, San Ramon (Dougherty Valley) area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2015/374 approving the Road Improvement Agreement for Hibiscus Road, Trumpet Vine Lane, Trefoil Road, Zinnia Court, for road acceptance RA12-01250 (cross-reference subdivision SD14-09341), for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Road Improvement Agreement has been reviewed and processed by Public Works staff and meets all applicable conditions of approval regarding road improvements.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Road Improvement Agreement will not be approved.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 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. Hernandez, Design/Construction, Dept. of Development & Conservation - Planning, City of San Ramon - C. Low, T  
– August 13, 2017

## ATTACHMENTS

Resolution No. 2015/374

Road Improvement Agreement

Improvement Security Bond



Recorded at the request of: **BOARD OF SUPERVISORS**

Return To: **PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES DIVISION**

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

Adopted this Resolution on 10/13/2015 by the following vote:

AYE: ☐

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

---

Resolution No. 2015/374

IN THE MATTER OF approving the Road Improvement Agreement for Hibiscus Road, Trumpet Vine Lane, Trefoil Road, Zinnia Court, road acceptance RA12-01250 (cross-reference subdivision SD14-09341), for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS These improvements are approximately located near the south intersection of New Dougherty Road and Bollinger Canyon Road.

The following document was presented for Board approval for Hibiscus Road, Trumpet Vine Lane, Trefoil Road, Zinnia Court, road acceptance file RA12-1250 (cross-reference subdivision SD9341) located in the San Ramon (Dougherty Valley) area. (District II)

A Road Improvement Agreement with Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corporation, Principal, whereby said Principal agrees to complete all improvements, as required in said Road Improvement Agreement, within 2 years from the date of said Agreement. Improvements generally consist of road and drainage improvements.

Said document was accompanied by security to guarantee the completion of road improvements, as required by Title 9 of the County Ordinance Code, as follows:

1. Cash Bond Performance Amount: \$27,000.00

Auditor's Deposit Permit Number: DP694126

Date: September 17, 2015

Submitted by: Toll Brothers Inc.

2. Surety Bond Bond Company: North American Specialty Insurance Company

Bond Number: 2177749

Date: August 26, 2015

Performance Amount: \$ 621,000.00

Labor & Material Amount: \$1,314,000.00



Principal: Shapell Industries Inc.

NOW, THEREFORE, BE IT RESOLVED:

1. That said Road Improvement Agreement is APPROVED.

All deposit permits are on file with the Public Works Department.

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: Jocelyn A. B. LaRocque, 925-313-2315**

**ATTESTED: October 13, 2015**

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

By: , Deputy

**cc:** Engineering Services Originator: J. Hernandez, Design/Construction, Dept. of Development & Conservation - Planning, City of San Ramon - C. Low, T  
– August 13, 2017

ROAD IMPROVEMENT AGREEMENT

Developer: Shapell Industries Inc.

Effective Date: \_\_\_\_\_

Development: RA 1250

Completion Period: 2 years

Road: Trumpet Vine Ln, Hibiscus Rd, Zinnia Ct, Trefoil Rd

**THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:**

CONTRA COSTA COUNTY

Julia R. Bueren, Public Works Director

DEVELOPER

Shapell Industries Inc.

By: \_\_\_\_\_

(signature)  
(print name & title)

*[Signature]*

Richard M. Nelson

9/17/15

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_

Engineering Services Division

(signature)  
(print name & title)

*[Signature]*

Robert B. Moore

9/15/15

FORM APPROVED: Victor J. Westman, County Counsel

(NOTE: All signatures to be acknowledged. If Subdivider is incorporated, signatures must conform with the designated representative groups pursuant to Corporations Code §313.)

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California, hereinafter called "County," and the above-mentioned Developer, mutually promise and agree as follows concerning this development:

2. IMPROVEMENTS. Developer agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required in the improvement plans for this development as reviewed and on file with the Contra Costa County Public Works Department and in conformance with the Contra Costa County Ordinance Code (including future amendments thereto).

Developer shall complete said work and improvements (hereinafter called "work") within the above completion period from date hereof in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the County Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENT SECURITY. Upon executing this Agreement, the Developer shall, pursuant to the County Ordinance Code, provide as security to the County:

A. For Performance and Guarantee: \$ 27,000.00 cash, plus additional security, in the amount of \$ 621,000.00, which together total one hundred percent (100%) of the estimated cost of the work. Such additional security is presented in the form of:

- ☐ Cash, certified check or cashiers check.
- ☐ Acceptable corporate surety bond.
- ☐ Acceptable irrevocable letter of credit.

With this security, the Developer guarantees performance under this Agreement and maintenance of the work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. For Payment: Security in the amount of \$ 1,314,000.00, which is fifty percent (50%) of the estimated cost of the work. Such security is presented in the form of:

- ☐ Cash, certified check, or cashier's check
- ☐ Acceptable corporate surety bond.
- ☐ Acceptable irrevocable letter of credit.

With this security, the Developer guarantees payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the Developer. Upon acceptance of the work as complete by the Board of Supervisors and upon request of the Developer, the amount securities may be reduced in accordance with S94-4.406 and S94-4.408 of the Ordinance Code.

4. GUARANTEE AND WARRANTY OF WORK. Developer guarantees that said work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one-year from and after the Board of Supervisors accepts the work as complete in accordance with Article 96-4.6, "Acceptance," of the Ordinance Code. Developer agrees to correct, repair, or replace, at his expense, any defects in said work.

The guarantee period does not apply to road improvements for private roads which are not to be accepted into the County road system.

5. PLANT ESTABLISHMENT WORK. Developer agrees to perform establishment work for landscaping installed under this agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to insure establishment of plants. Said plant establishment work shall be performed for a period of one-year from and after the Board of Supervisors accepts the work as complete.

6. IMPROVEMENT PLAN WARRANTY. Developer warrants the improvement plans for the work are adequate to accomplish the work as promised in Section 2 and as required by the Conditions of Approval for the development. If, at any time before the Board of Supervisors accepts the work as complete or during the one-year guarantee period, said improvement plans prove to be inadequate in any respect, Developer shall make whatever changes are necessary to accomplish the work as promised.

7. NO WAIVER BY COUNTY. Inspection of the work and/or materials, or approval of work and/or materials or statement by any officer, agent or employee of the County indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments, therefor, or any combination or all of these acts, shall not relieve the Developer of his obligation to fulfill this agreement as prescribed; nor shall the County be thereby be stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY: Developer shall hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnities benefitted and protected by this promise are the County, and its special district, elective and appointive boards, commissions, officers, agents, and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before the County reviewed said improvement plans or accepted the work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the Developer, contractor, subcontractor, or any officer, agent, or employee of one or more of them;

D. Non-Conditions: The promise and agreement in this section are not conditioned or dependent on whether or not any Indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this work, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnity.

9. COSTS: Developer shall pay when due, all the costs of the work, including inspections thereof and relocating existing utilities required thereby.

10. NON-PERFORMANCE AND COSTS: If Developer fails to complete the work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the work, the County may proceed to complete and/or maintain the work by contract or otherwise, and Developer agrees to pay all costs and charges incurred by the County (including, but not limited to: engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Developer hereby consents to entry on the development property by the County and its forces, including contractors, in the event the County proceeds to complete and/or maintain the work.

Once action is taken by County to complete or maintain the work, Developer agrees to pay all costs incurred by the County, even if Developer subsequently completes the work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the work, Developer agrees to pay all attorney's fees, and all other expenses of litigation incurred by County in connection therewith, even if Developer subsequently proceeds to complete the work.

11. INCORPORATION/ANNEXATION. If, before the Board of Supervisors accepts the work as complete, the development is included in territory incorporated as a city or is annexed to an existing city, the County's rights under this agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Developer, who shall fulfill all the terms of this agreement as though Developer had contracted with the city originally.

12. CONSIDERATION. In consideration hereof:

(Check applicable section(s))

- ☐ County shall allow Developer to obtain building permits for said development, assuming it fully complies with other applicable regulations.  
☐ County agrees to accept the road(s) into the County-maintained road system, after the improvements are complete.  
☐ Other (requires County Counsel approval \_\_\_\_\_)

## 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 Alameda

On September 17, 2015 before me, Amanda Berendsen, Notary Public  
(insert name and title of the officer)

personally appeared Richard M. Nelson,  
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.

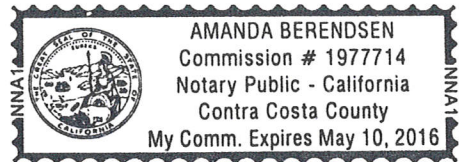
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## ACKNOWLEDGMENT

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 Alameda

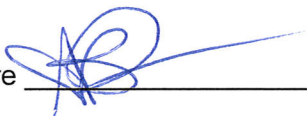
On September 17, 2015 before me, Amanda Berendsen, Notary Public  
(insert name and title of the officer)

personally appeared Robert D. Moore  
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.

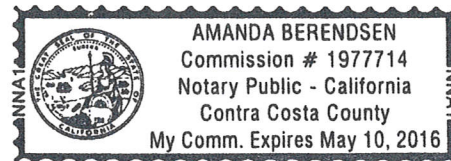
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





Bond No.: 2177749

Development: \_\_\_\_\_

**IMPROVEMENT SECURITY BOND  
FOR ROAD IMPROVEMENT AGREEMENT**  
(Performance, Guarantee, and Payment)  
(California Government Code §§ 66499 - 66499.10)

1. **RECITAL OF ROAD IMPROVEMENT AGREEMENT:** The Developer (Principal) has executed an agreement (Road Improvement Agreement) with the County to install and pay for street, drainage and other improvements on, or along RA 1250 to complete said work within the time specified for completion in the Road Improvement Agreement, all in accordance with State and local laws and rulings.
2. **OBLIGATION:** Shapell Industries Inc., as Principal and North American Specialty Insurance Company, a corporation organized under the laws of the State of New Hampshire, and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay as follows:
  - A. **Performance:** Six Hundred Twenty One Thousand and 00/100 Dollars (\$ 621,000.00) for itself or any city assignee under the above County Road Improvement Agreement, plus
  - B. **Payment:** One Million Three Hundred Fourteen Thousand and 00/100 Dollars (\$ 1,314,000.00) to secure the claims to which reference is made in Title 15 §§ et seq. of the Civil Code of the State of California.
3. **CONDITION:**
  - A. The Condition of this obligation as to Section (2.A.) above is such that if the above bonded Principal, or principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided on it or its part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning and shall indemnify and save harmless the County of Contra Costa or city assignee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included reasonable costs, expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa or city assignee, in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

- B. The condition of this obligation, as to Section (2.B.) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code, for materials furnished, labor of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor and that said undersigned surety will pay the same in an amount not exceeding the amount herein above set forth and also, incase suit is brought upon this bond, will pay, in addition to the fact amount thereof, reasonable costs, expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa or city assignee, in successfully enforcing such obligation, to be awarded and fixed by the court, all to be taxed as costs and to be included in the judgement therein rendered.

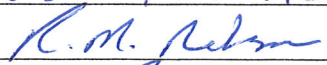
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082 of Part 4 of Division 3) of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

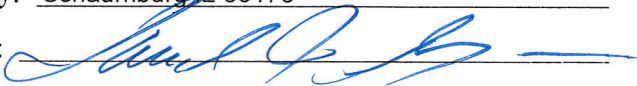
Should the work under the conditions of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

- C. No alteration of said Road Improvement Agreement or any plan or specification of said work agreed to by the Principal and the County shall relieve the Surety from liability on this bond and consent is hereby given to make such alteration without further notice to or consent by the Surety and the Surety hereby waives the provisions of California Civil Code Section 2819 and holds itself bound without regard to and independently of any action against Principal whenever taken.

#### 4. SIGNED AND SEALED:

The undersigned executed this document on AUGUST 26, 2015.

**PRINCIPAL:** Shapell Industries Inc.  
Address: 6800 Kell Center Parkway #320  
City: Pleasanton, CA 94566  
By:   
Print Name: RICHARD M. NELSON  
Title: DIVISION PRESIDENT

**SURETY:** North American Specialty Insurance Company  
Address: 475 North Martingale Road, Suite 850  
City: Schaumburg IL 60173  
By:   
Print Name: Daniel P. Dunigan  
Title: Attorney-in-Fact

## 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 Alameda)

On August 27st, 2015 before me, April Crawford, Notary Public-----  
(insert name and title of the officer)

personally appeared Richard M. Nelson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

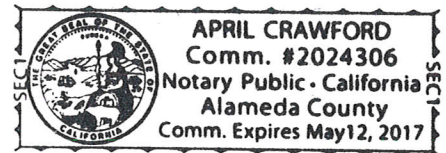
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*April Crawford*

(Seal)





# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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 PENNSYLVANIA

County of CHESTER

On AUGUST 26, 2015 before me, ARLENE OSTROFF, Notary Public  
Date Name and Title of Notary

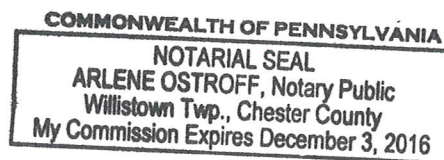
personally appeared DANIEL P. DUNIGAN  
Name and or Names of Signer(s)

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 *Arlene Ostroff*  
Notary Public Signature



Place Notary Public Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove valuable to the 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 Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_  
 NORTH AMERICAN SPECIALTY INSURANCE COMPANY

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

WILLIAM F. SIMKISS, DANIEL P. DUNIGAN, BRIAN C. BLOCK,  
JOSEPH W. KOLOK JR., JAMES L. HAHN, and RICHARD J. DECKER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

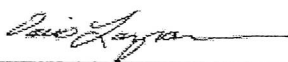
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By   
David M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

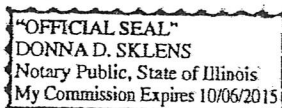
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7<sup>th</sup> day of June, 2013.

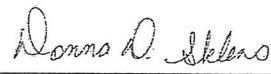
North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

SS:

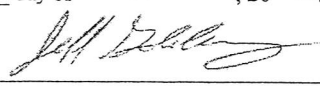
On this 7<sup>th</sup> day of June, 2013, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26<sup>th</sup> day of AUGUST, 2015.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

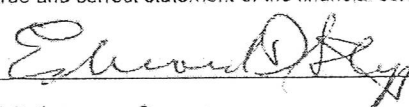
NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
A New Hampshire Corporation

BALANCE SHEET AS OF DECEMBER 31, 2014  
(Statutory Basis)

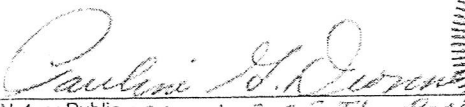

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS		LIABILITIES	
Cash	108,806,410	Reserve for Unearned Premiums	6,287,571
Bonds	293,429,658	Reserve for Losses and Loss Adjustment Expenses	34,942,556
Other Invested Assets	80,024,884	Funds Withheld	10,710,249
Other Admitted Assets	65,029,709	Taxes and Other Liabilities	111,129,612
		Surplus	384,220,673
<b>TOTAL ADMITTED ASSETS</b>	<b>547,290,661</b>	<b>TOTAL LIABILITIES &amp; POLICYHOLDERS' SURPLUS</b>	<b>547,290,661</b>

The undersigned, being duly sworn, says: That he is Vice President/Treasurer of North American Specialty Insurance Company, Schaumburg, Illinois that said company is a corporation duly organized, existing by virtue of the Laws of the State of New Hampshire and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2014.

  
Edward D. Stys  
North American Specialty Insurance Company

Subscribed and sworn before me,  
this 19 day of March, 2015

  
Notary Public, JUSTICE OF THE PEACE  




**Contra  
Costa  
County**

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: October 13, 2015

Subject: APPROVE the Fiscal Year 2015/16 Annual Budget for Dougherty Valley Maintenance for County Service Area M-29, San Ramon (Dougherty Valley) area.

**RECOMMENDATION(S):**

APPROVE the Fiscal Year (FY) 2015/16 Annual Budget for Dougherty Valley Maintenance County Service Area M-29 (CSA M-29) totaling \$20,707,451, as summarized in Exhibit 1. (District II)

**FISCAL IMPACT:**

100% County Service Area M-29 Funds.

**BACKGROUND:**

Dougherty Valley is an 11,000-unit development that was approved by, and is being processed through, Contra Costa County and is annexed into the City of San Ramon as Final Maps are approved and improvements are accepted as complete. Dougherty Valley began construction in 1996 and currently 85% of the homes have been annexed into the City of San Ramon.

A 1994 Settlement Agreement that allowed for the development of Dougherty Valley also laid out a plan to provide for the long-term operation and maintenance of the increased municipal services provided in Dougherty Valley. These increased services include police protection, parks maintenance, landscape maintenance, street lighting, increased library services, and the operation and maintenance of three community facilities buildings (Community Center,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Jocelyn A. B. LaRocque,  
925-313-2315

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

By: , Deputy

cc: Liza Mangabay, Public Works, Finance, Michelle Stella, Public Works, Finance, Jason Chen, Public Works, Special Districts, Candace Daniels, City of San Ramon, Julie Vargas, City of San Ramon, Jennifer White, Francisco & Associates

#### BACKGROUND: (CONT'D)

Senior Center and Service Center).

In a 1997 Memorandum of Understanding between Contra Costa County and the City of San Ramon, it was decided that these increased services would be provided by the City of San Ramon, and reimbursed through property tax and special assessment revenue from CSA M-29. CSA M-29 was created in 1998 to collect property tax and special assessment revenue.

However, the Dougherty Valley Maintenance Budget includes all revenue from CSA M-29, in addition to sales tax, real property transfer tax and contributions from the City of San Ramon General Fund. At the end of the fiscal year, funds are to be reimbursed to the City of San Ramon for various municipal services provided within the Dougherty Valley area.

On December 20, 2005, the Board of Supervisors approved a Reimbursement Agreement between the County, the City of San Ramon, Shapell Industries and Windemere BLC Land Company to provide reimbursement to the City of San Ramon for providing services within the boundaries of Dougherty Valley.

The Reimbursement Agreement outlined the annual process for the City of San Ramon to receive reimbursement of funds for services rendered in Dougherty Valley. The process laid out in the agreement calls for the annual budget for Dougherty Valley maintenance to be approved at the San Ramon City Council level and then, subsequently, approved at the County Board of Supervisors.

On May 26, 2015, by Resolution 2015-050, the San Ramon City Council approved the FY 2015/16 citywide operating budget including line items for the Dougherty Valley maintenance, which totaled \$20,707,451 in expenses.

#### CONSEQUENCE OF NEGATIVE ACTION:

The Dougherty Valley Maintenance budget will not be approved and the City of San Ramon will not receive reimbursement for municipal services performed in Dougherty Valley, as agreed to under terms of the Reimbursement Agreement and the 1994 Settlement Agreement.

#### CHILDREN'S IMPACT STATEMENT:

#### ATTACHMENTS

Exhibit 1 - Budget

# EXHIBIT 1

## Dougherty Valley Maintenance FY2015-16 Annual Budget

		Actual 2012-13	Actual 2013-14	Budget 2014-15	Budget 2015-16
<b>REVENUE</b>					
<b>I.</b>	<b>Direct Revenues (excluding CSA M-29 Tax/Assessment)</b>				
	a. CSA M-29 Advalorem Property Taxes	\$2,063,286	\$2,247,861	\$2,588,102	\$3,097,856
	b. Real Property Transfer Tax	\$223,383	\$265,254	\$223,383	\$238,721
	<b>Subtotal</b>	<b>\$2,286,669</b>	<b>\$2,513,115</b>	<b>\$2,811,485</b>	<b>\$3,336,577</b>
<b>II.</b>	<b>Indirect Revenue (City of San Ramon Contribution)</b>				
	a. Sales Tax	\$1,252,174	\$1,322,830	\$1,364,549	\$1,423,796
	b. Fines and Forfeitures	\$101,023	\$73,493	\$105,750	\$104,685
	c. Licenses/Permits/Franchise Fees	\$313,363	\$330,631	\$346,472	\$366,670
	d. Motor Vehicle In-Lieu Fees	\$273,024	\$300,144	\$362,176	\$372,838
	<b>Subtotal</b>	<b>\$1,939,584</b>	<b>\$2,027,098</b>	<b>\$2,178,947</b>	<b>\$2,267,989</b>
<b>III.</b>	<b>CSA M-29 Special Tax/Assessment Revenue</b>	<b>\$9,826,117</b>	<b>\$10,280,605</b>	<b>\$10,720,641</b>	<b>\$11,254,609</b>
<b>IV.</b>	<b>San Ramon General Fund Contribution to cover GAP</b>	<b>\$1,757,518</b>	<b>\$1,587,345</b>	<b>\$2,346,564</b>	<b>\$3,848,276</b>
	<b>TOTAL AVAILABLE REVENUE</b>	<b>\$15,809,888</b>	<b>\$16,408,163</b>	<b>\$18,057,638</b>	<b>\$20,707,451</b>
<b>EXPENDITURES</b>					
	a. Internal Road Maintenance	(\$935,667)	(\$926,975)	(\$932,796)	(\$995,168)
	b. Street Landscaping	(\$3,478,300)	(\$3,696,065)	(\$4,002,429)	(\$5,349,893)
	c. Park Maintenance	(\$2,555,114)	(\$2,854,661)	(\$3,290,309)	(\$3,826,032)
	d. Open Space Maintenance	(\$106,000)	(\$103,567)	(\$131,619)	(\$126,621)
	e. Flood Control Services	(\$107,529)	(\$49,763)	(\$105,756)	(\$120,146)
	f. Police Services	(\$5,951,918)	(\$6,033,744)	(\$6,485,548)	(\$6,890,915)
	g. Community Facilities (no Library Operations)	(\$1,108,614)	(\$1,117,354)	(\$1,319,685)	(\$1,346,586)
	h. Overhead to City @ 11%	(\$1,566,746)	(\$1,626,034)	(\$1,789,496)	(\$2,052,090)
	<b>TOTAL EXPENDITURES</b>	<b>(\$15,809,888)</b>	<b>(\$16,408,163)</b>	<b>(\$18,057,638)</b>	<b>(\$20,707,451)</b>





**Contra  
Costa  
County**

To: Contra Costa County Flood Control District Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: October 13, 2015

Subject: On-Call Consulting Services Agreement with Fugro Consultants, Inc., Countywide. Project No.: Various

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District (FC District), or designee, to execute an on-call contract with Fugro Consultants, Inc. (Consultant), in an amount not to exceed \$150,000 to provide on-call seismic assessment services, effective October 6, 2015, through October 5, 2018, Countywide. (100% Flood Control District and Public Works Department Various Project Specific Funds)

**FISCAL IMPACT:**

All costs associated with this on-call contract will not exceed \$150,000 and will be funded by the Flood Control District or Public Works Department under various project specific activities.

**BACKGROUND:**

The FC District provides regional flood protection and environmental stewardship for over 70 miles of streams, six major dams, and 29 detention basins, countywide. An important part of managing this infrastructure is assessing its ability to withstand various perils, such as earthquakes. As such, the FC District is initiating a seismic assessment program for its flood

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Carl Roner, (925)  
313-2213

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

By: , Deputy

cc: David Twa, County Administrator, Thomas Geiger, County Counsel's Office, Robert R. Campbell, Auditor-Controller's Office, Mike Carlson, Flood Control, Paul Detjens, Flood Control, Carl Roner, Flood Control, Beth Balita, Finance, Catherine Windham, Flood Control

**BACKGROUND: (CONT'D)**

control dams and other hydraulic structures. The FC District, at times, requires additional temporary services from persons specially trained, experienced, expert, and competent to perform professional engineering and technical services required for seismic assessment. For that reason, the FC District is entering into this Agreement with Consultant. Under this Agreement, Consultant will provide professional engineering and technical services relating to seismic assessment on an on-call basis for a variety of FC District and Public Works Department projects throughout Contra Costa County.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without the approval of the Board of Supervisors, the FC District will be unable to obtain on-call services for seismic assessments.





Contra  
Costa  
County

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: October 13, 2015

Subject: Approval of Consent to Assign. of Lease between CCCounty, NWK2, Inc. & Concord Jet Serv. & Approval of 1st Amend to Lease for Concord Jet Serv. at CCR

---

**RECOMMENDATION(S):**

A. APPROVE and AUTHORIZE the Director of Airports, or his designee, to execute on behalf of the County, the Consent to Assignment that will permit the County's current tenant, NWK2, Inc., to assign its lease of the County-owned property located at 1448-50 Sally Ride Drive, Concord (the Lease) to Concord Jet Services, Inc. Pacheco Area

B. APPROVE and AUTHORIZE the Director of Airports, or his designee, to execute on behalf of the County an amendment to the Lease to make its terms consistent with those of comparable airport leases.

**FISCAL IMPACT:**

The Airport Enterprise Fund will continue to receive lease and other revenues provided for in the Lease. The County General Fund will continue to receive property, sales and possessory interest tax revenues from the Lease.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Beth Lee, (925)  
681-4200

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

By: , Deputy

cc:

#### BACKGROUND:

The County originally entered into the Lease with APEX Aviation Corporation (APEX) in 2005 for the purposes of providing specialty aviation services. As permitted by the Lease, APEX entered into a leasehold mortgage that gave the lender a lien in the leasehold estate. The holder of the leasehold estate, Rabobank, N.A. (Bank) foreclosed and assigned its interest in the Lease to an affiliate of the Bank, NWK2, Inc., on July 12, 2012.

NWK2 desires to assign all of its interest in the lease to Concord Jet Services, Inc. An assignment of the Lease requires the written consent of the County. This action authorizes consent to the assignment.

The Lease has certain terms that are inconsistent with the terms of other airport leases. For example, the Lease contains a maintenance improvement obligation that requires a minimum level of financial investment for property maintenance, rather than determining what improvements are necessary based on a property inspection. In addition, its “percentage rent and other additional rent” and “rental operations” provisions are not standard. The proposed amendment will correct the date on which the revaluation of the rent occurs, modify the terms for percentage rent and other additional rent, modify the type of operations permitted, modify the property maintenance requirements and modify the terms under which the County may cancel the Lease, all in a manner that will make the terms of the Lease consistent with those of other specialty aviation service leases that are in effect at the Buchanan Field and Byron Airports.

#### CONSEQUENCE OF NEGATIVE ACTION:

NWK2, Inc. will not be able to assign its interest in the Lease and the Lease will continue to have provisions that are not consistent with those of other comparable leases.

#### ATTACHMENTS

Consent to Assignment of Lease

First Amendment to Lease

## CONSENT TO ASSIGNMENT OF LEASE

This consent to assignment of lease ("Consent") is dated October 13, 2015 and is between the County of Contra Costa, a political subdivision of the State of California ("County"), NWK2, Inc., a California corporation ("Assignor"), and Concord Jet Services, Inc., a California corporation ("Assignee").

### RECITALS

- A. The County owns and operates Buchanan Field, a public airport located at Concord, California (the "Airport"), as shown on the Airport Layout Plan, which plan is on file in the office of the County Director of Airports (the "Director of Airports").
- B. The County leased that portion of the Airport commonly known as 1448 Sally Ride Drive and 1450 Sally Ride Drive (the "Premises") to APEX Aviation Corporation ("Apex") pursuant to a lease dated March 15, 2005 (the "Lease"). The tenant's rights and obligations under the Lease are the "Leasehold Estate."
- C. On May 18, 2012, Rabobank, N.A. (the "Bank") foreclosed on the Leasehold Estate, pursuant to the terms of a deed of trust dated December 26, 2002. The Bank was the successful bidder for the Leasehold Estate at the foreclosure sale. As a result, the Bank became the owner of the Leasehold Estate and the tenant under the Lease.
- D. Pursuant to an assignment agreement dated June 13, 2012, the Bank assigned its interest in the Lease to the Assignor.
- E. Assignor now desires to assign all of its right, title, interest, and obligations, in, to and under the Lease and the Leasehold Estate to Assignee (the "Assignment"). Assignee desires to accept the Assignment.
- F. The terms of the Assignment are set forth in that certain Assignment and Assumption of Lease dated as of October 13, 2015 between Assignor and Assignee (the "Assignment Agreement").
- G. The Lease requires that Assignor and Assignee receive County's written consent to the Assignment.
- H. In consideration of all of the terms and conditions contained herein, County agrees to consent to the Assignment.

County, Assignor, and Assignee therefore agree as follows:

## AGREEMENT

1. Defined Terms. Defined terms used but not defined in this Consent are as defined in the Lease.
2. Security Deposit. The County will continue to hold the security deposit previously paid to the County under the Lease in accordance with the terms of the Lease.
3. Representations and Warranties of Assignor and Assignee. Each of Assignor and Assignee hereby represents and warrants that:
  - a. Assignee's intended use of the Premises is same as the Assignor's historical use of the Premises and is not inconsistent with the use permitted under the Lease and will not require alteration of the Premises.
  - b. Assignee is a California corporation in good standing.
  - c. Assignee has a good reputation in the business community in which it has conducted its businesses and its business reputation and business credit history is consistent with other business conducted on the Premises.
  - c. Assignee's intended use of the Premises will not increase the hazardous substance liability to the Premises and will not otherwise adversely affect the Lessor's interest in the Premises.
  - d. Assignee is capable of operating an aviation business as contemplated by the terms of the Lease and has business experience and management ability that is equal to or greater than that of the Assignor.
  - e. Assignee's financial condition is sufficient to support the obligations of Tenant under the Lease and any encumbrances secured by the Lease.
  - f. The Assignment will not result in a reduction in Ground Rent paid under the Lease.
  - g. Assignor and Assignee have the legal right and authority to enter into this Consent and each has received all necessary approvals to do so.
4. Assignment and Assumption Agreement. Assignor and Assignee are entering into the Assignment Agreement under which the Assignment will be effected.
5. Conditions Precedent to Execution of Consent. County's consent to the Assignment is subject to the satisfaction of the following conditions:

- a. The Director of Airports must review and approve the form of the Assignment Agreement.
  - b. The Director of Airports must receive an executed copy of the Assignment Agreement.
  - c. Prior to the effective date of the Assignment, the Assignor shall pay any Ground Rent that has become due under the Lease, including late fees and interest, and other payments due under the Lease, and shall cure any existing default.
  - d. Prior to the effective date of the Assignment, the Assignor shall pay the County a Transaction Fee of \$3,000.00.
6. Consent of County.
  - a. In reliance on the representations and warranties of Assignor and Assignee set forth herein, the County consents to the Assignment.
  - b. The County hereby consents to the assignment and conveyance of Assignor's interest in, to and under the Lease, the Improvements and the Premises to the Assignee.
  - c. This Consent does not amend the Lease. If there is any confusion or contradiction between any term of the Lease and this Consent, the terms of the Lease will prevail.
7. Assumption. Assignee hereby assumes all of Assignor's obligations under the Lease, including the obligation to pay Ground Rent when due and to pay any amounts outstanding under the Lease, including any amount that accrued prior to the effective date of the Assignment
8. Governing Law. The laws of the State of California govern all matters arising out of this Consent, with venue in the Superior Court of the County of Contra Costa, California.
9. Survival. The provisions of this Consent shall survive both the execution and delivery of this Consent.

[Remainder of Page Intentionally Left Blank]

10. Notice. From and after the effective date of the Assignment, all notices given to Tenant under the Lease will be mailed to:

Concord Jet Services, Inc.  
P.O. Box 907  
Concord, CA 94522

Concord Jet Services, Inc.  
1380 Galaxy Way, #B  
Concord, CA 94520

The parties are signing this Consent as of the date set forth in the introductory paragraph.

**COUNTY**

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

By \_\_\_\_\_  
Keith Freitas  
Director of Airports

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_  
Karen Laws  
Principal Real Property Agent

By \_\_\_\_\_  
Beth Lee  
Assistant Director of Airports

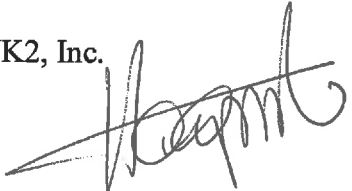
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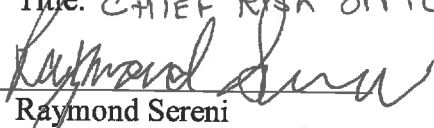
By Sharon L. Anderson, County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus,  
Deputy County Counsel

**ASSIGNOR**

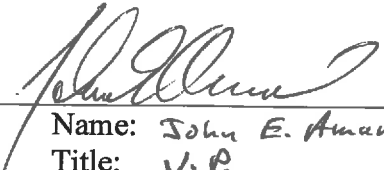
NWK2, Inc.


By  \_\_\_\_\_  
Name: ROELF HAGROOT  
Title: CHIEF RISK OFFICER

By  \_\_\_\_\_  
Raymond Sereni  
Vice President

**ASSIGNEE**

Concord Jet Services, Inc.

By  \_\_\_\_\_  
Name: John E. Amaral  
Title: J. P.

By  \_\_\_\_\_  
Name: DENNIS M. DREW  
Title: TREASURER

## FIRST AMENDMENT TO LEASE

This first amendment is dated October 13, 2015 (the “**Effective Date**”), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**Lessor**”), and CONCORD JET SERVICES, Inc., a California Corporation (“**Tenant**”).

### Recitals

- A. The Lessor owns and operates Buchanan Field, a public airport located at Concord, California (the “**Airport**”), as shown on the Airport Layout Plan, which plan is on file in the office of the Lessor Director of Airports (the “**Director of Airports**”).
- B. The Lessor leased that portion of the Airport commonly known as 1448 Sally Ride Drive and 1450 Sally Ride Drive (the “**Premises**”) to APEX Aviation Corporation (“**Apex**”) pursuant to a lease dated March 15, 2005 (the “**Lease**”). Pursuant to the foreclosure of a leasehold mortgage, Rabobank, N.A. became the owner of the leasehold estate and the tenant under the Lease. Rabobank, N.A. subsequently assigned the Lease to NWK2, Inc., which subsequently assigned the Lease to Tenant. As a result, Tenant possesses all of the rights and obligations of the Tenant under the Lease.
- C. The parties desire to amend the Lease to (i) correct the dates on which the revaluation of ground rent occurs, (ii) modify the terms that apply to percentage rent and other additional rent, (iii) modify the type of operations permitted on the Premises, to permit subtenants to conduct commercial auxiliary aviation services from the Premises, and (iv) modify the terms that apply to Improvements and the cancellation of the Lease by the Lessor, in order for those terms to be comparable to the terms of other long-term airport leases.

The parties therefore agree as follows:

### Agreement

- 1. Section 7.C. Revaluation of Ground Rent is deleted in its entirety and replaced with the following:
  - C. Revaluation of Ground Rent. Ground Rent will be adjusted in accordance with the revaluation process described below on March 15, 2017, March 15, 2025, and March 15, 2035 (each such date, a “**Revaluation Date**”). In no event will the Ground Rent for any year be less than the Ground Rent in effect for the immediately preceding year. In the event there is a decrease in the CPI or in the fair market rental value of the Premises, Ground Rent for the year in question will be the same as the Ground Rent for the preceding year. The revaluation of Ground Rent will be based on the fair market rental value of the Leased Premises, using the Revaluation Process, defined below. The Lessor shall initiate the Revaluation Process prior to each Revaluation Date. Ground Rent established

through the Revaluation Process is subject to adjustment for changes in the CPI Factor in accordance with Section 7.B., other than in those years that begin on a Revaluation Date.

- 1) Conditions of Revaluation. The revaluation of Ground Rent, including any appraisals prepared as part of the Revaluation Process, will be conducted as follows:
  - a) All negotiations and actions taken by the Lessor and Tenant under this Section will be undertaken and conducted by the parties in good faith.
  - b) If the Revaluation Process is not concluded by the Revaluation Date, the Ground Rent determined by the Revaluation Process described herein will be retroactive to the Revaluation Date to which the Revaluation Process applies. Tenant shall make any retroactive payments of Ground Rent no later than thirty (30) days following the completion of the Revaluation Process.
  - c) Except as otherwise provided herein, no waiver by the Lessor of any of the provisions of this Section will be deemed to have been made by the Lessor, unless made expressly in writing by the Director of Airports and no waiver by Tenant will be deemed to have been made unless made expressly in writing by the duly authorized agent of Tenant.
  - d) All time periods specified in this Section will be counted in calendar days.
- 2) Revaluation Process. The “**Revaluation Process**” consists of the following:
  - a) The Lessor shall determine the fair market rental value of the Premises (the “**Lessor Revaluation**”) and shall notify Tenant in writing of the amount of the new monthly Ground Rent (the “**Revaluation Notice**”).
  - b) If Tenant disagrees with the Lessor Revaluation, Tenant may file with the Lessor a dispute of the amount of Lessor Revaluation (“**Tenant Dispute**”) and include Tenant’s proposed Ground Rent revaluation amount. The Tenant Dispute must be in writing and delivered to the Director of Airports no later than twenty-one (21) days after the Revaluation Notice is delivered to Tenant (the “**Dispute Period**”). If Tenant does not file a Tenant



Dispute with the Lessor within the Dispute Period: (i) the Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) Tenant will be deemed to have waived the right to contest the amount specified in the Revaluation Notice, (iii) the new Ground Rent specified in the Revaluation Notice will become effective on the applicable Revaluation Date, and (iv) the Revaluation Process will be over.

- c) If Tenant delivers a Tenant Dispute to the Lessor within the Dispute Period, the Lessor and Tenant will have twenty-one (21) days following the Lessor's receipt of the Tenant Dispute to attempt to establish a new Ground Rent by negotiation (the "**Rent Negotiation Period**"). The Rent Negotiation Period may not be extended beyond the initial twenty-one (21) day period except by mutual written agreement of Tenant and the Director of Airports. If Tenant and the Lessor agree in writing on the new monthly Ground Rent during the Rent Negotiation Period, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.
- d) If the Lessor and Tenant are unable to agree upon a new Ground Rent during the Rent Negotiation Period, then the Lessor and Tenant shall each appoint an appraiser to determine the fair market value of the Premises. The Lessor and Tenant shall identify the name of their appraiser by written notice to the other party. The appointment of the appraiser will be made and notice of the appointment will be given to the other party within twenty-one (21) days after the end of the Rent Negotiation Period (the "**Selection Period**"). Each appraiser must be a member of the American Institute of Real Estate Appraisers, have the designation of Member of the Appraisal Institute ("**MAI**"), and have current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. Each party is responsible for paying the fees and costs of its appraiser.

In the event that Tenant does not appoint an appraiser and provide the Lessor with written notice of the appointment within the Selection Period: (i)

the initial Lessor Revaluation will automatically be deemed to be accepted by Tenant, (ii) the new monthly Ground Rent, specified in the Revaluation Notice will become effective on the applicable Revaluation Date, (iii) Tenant will be deemed to have waived the right to further contest the amount of the Lessor Revaluation by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

In the event that the Lessor does not appoint an appraiser and provide Tenant with written notice of the appointment within the Selection Period:, (i) the monthly Ground Rent will remain unchanged or will equal the fair market rental value determined by Tenant's appraiser, whichever is greater, (ii) such monthly Ground Rent will become effective on the applicable Revaluation Date, (iii) the Lessor will be deemed to have waived the right to contest the amount of the new monthly Ground Rent by arbitration or in any other manner, and (iv) the Revaluation Process will be over.

If the Lessor and Tenant each properly appoint an appraiser during the Selection Period, both appraisers will make an independent determination of the fair market rental value of the Premises. Each appraisal must be completed and a copy of the appraisal report delivered to the other party no later than sixty (60) days from the date the appraiser was appointed (the "Appraisal Period") unless otherwise extended by the mutual agreement of the Lessor and Tenant.

Upon completion of both appraisals, the Lessor and Tenant shall make a final attempt to establish a new monthly Ground Rent by negotiation. If the Lessor and Tenant agree in writing on a new monthly Ground Rent, the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

- e) In the event that the Lessor and Tenant cannot agree on a revaluation of the monthly Ground Rent within thirty (30) days following the Appraisal Period, either the Lessor or Tenant may declare an impasse in the negotiations by providing written notice of the impasse to the other party. The written notice of

impasse (the “**Final Proposal**”) will include all of the following information: (i) a statement that the declaring party has determined that negotiations have reached an impasse; (ii) the declaring party’s final proposed Ground Rent revaluation figure; (iii) a statement that the recipient has ten (10) business days to either give written acceptance of the amount of the Ground Rent revaluation specified in the Final Proposal or deliver a counter-final proposal (the “**Counter-Final Proposal**”) to the declaring party; and (iv) any other supplementary information as the declaring party deems appropriate. The party upon whom the Final Proposal is served shall then have ten (10) business days following receipt of the Final Proposal to either accept the Final Proposal or to reject the Final Proposal and deliver a Counter-Final Proposal to the declaring party. If either the Final Proposal or the Counter-Final Proposal is accepted in writing, then the new monthly Ground Rent will become effective on the applicable Revaluation Date and both the Lessor and Tenant will be deemed to have waived the right to contest such new Ground Rent.

- f) If neither the Final Proposal nor the Counter-Final Proposal is accepted, not later than forty-five (45) days after delivery of the Final Proposal, the appraiser selected by the Lessor and the appraiser selected by Tenant will jointly select a third appraiser with the designation of MAI and with current aviation appraisal experience in appraising property in the geographic area where the Premises is situated. The third appraiser will determine the fair market value of the Premises. The third appraiser will render a final written decision within thirty (30) days of his appointment. The cost of the third appraiser will be shared equally by the Lessor and Tenant. The appraiser’s decision is binding on all parties and will apply retroactively to the Revaluation Date.

- 2. Section 8. Percentage and Other Additional Rent is deleted in its entirety and replaced with the following:

8. **PERCENTAGE AND OTHER ADDITIONAL RENT.**

- A. Percentage Rent. In addition to paying Ground Rent, Tenant shall pay Percentage Rent. “**Percentage Rent**” means an amount equal to two percent (2%) of the Gross Receipts, as defined below.

Percentage Rent is due no later than the tenth day of the month for goods sold and services provided by Tenant during the previous month.

B. **"Gross Receipts"** means all revenue and receipts of the Tenant that is derived from or related to the Premises, including but not limited to the gross amount received from all sales and cash payments received therefor; credit extended at the time of a credit sale; all charges for services performed, including but not limited to sales of oil and other lubricants; lease payments from Subtenants; and the gross amount received from any and all of the sources of income derived from the businesses conducted on the Premises. In the case of insurance sales and premiums, Gross Receipts is limited to the commissions received. Gross Receipts excludes the following:

- 1) Federal, state and municipal sales taxes, excise taxes, gross receipts taxes and all other similar taxes separately stated or collected from customers.
- 2) Receipts from wholesale sales of parts and accessories wherein the resale permit number issued by the Board of Equalization of the State of California, is necessarily used for such sale; provided, however, this exception applies to only those wholesale sales that do not exceed 5% of the retail sales of parts and accessories.
- 3) Receipts from the sale of new and used aircraft; provided a flat fee of \$500 per transaction is paid to the Lessor upon the sale of each new and used aircraft.
- 4) Commissions paid for financing or discounts to be paid by Tenant to secure financing for any of the business conducted or sales of any kind or nature by Tenant.
- 5) All revenue against which Tenant later provides a credit for returns to suppliers or manufactures.
- 6) Amounts received by Tenant for settlement of any claims for loss or damage to products purchased by Tenant.
- 7) Deposits received for any State recycling fund.
- 8) Reimbursable expenses incurred by Tenant on behalf of its customers.

C. Statement of Gross Receipts. Tenant shall furnish to the Lessor a written statement of monthly Gross Receipts ("**Statement of**

**Gross Receipts)** within thirty (30) days after the close of each calendar quarter.

- D. **Certified Annual Statement.** Within one hundred twenty (120) days following the close of Tenant's fiscal year, and within one hundred twenty (120) days following the termination of this Lease, Tenant shall deliver to the Lessor an annual statement of Gross Receipts, certified as being correct by an authorized accounting officer of the Tenant ("**Certified Annual Statement**"). If the Certified Annual Statement shows that an additional amount of Percentage Rent is due and payable to the Lessor, Tenant shall make such payment currently with the delivery of the Certified Annual Statement to the Lessor.
- E. **Records.** The Lessor may inspect the books and records of Tenant and any and all Subtenants from which any Statement of Gross Receipts or Certified Annual Statement is prepared at any reasonable time upon request. For this purpose, Tenant shall keep for a period of five (5) years after submission of any such statement to the Lessor, all of Tenant's records, books, accounts, and other data pertaining or necessary to the verification of Gross Receipts as defined herein, and shall, upon request, make the same available to the Lessor, the Lessor's auditor, representative or agent for examination at any time during such 5-year period. Failure to keep, maintain, and make available the records, books, accounts, and other data required by this Section is a default of this Lease.
- F. **Audits.** The Lessor may, at the Lessor's option, engage the services of an independent certified public accountant to audit and verify the accuracy of Tenant's records, books, and accounts, including the Certified Annual Statement. In the event the audit shows that an additional amount of Percentage Rent is due and payable to the Lessor, Tenant shall make such payment within seven (7) days of the Lessor's demand therefore. If the audit shows that there has been an overpayment of Percentage Rent, the Lessor shall, at the sole option of the Lessor, promptly repay to Tenant the amount of such overpayment or credit same to future Rent next due the Lessor by Tenant, at the Lessor's sole election. If the audit shows an underpayment by Tenant that is greater than five percent (5%) of the Percentage Rent paid to the Lessor, Tenant shall pay for the reasonable and actual cost of the audit.
- G. **Charter Landing Fee.** If Tenant or a subtenant of Tenant elects to conduct FAR Part 135 Charter operations to, from, or through the Premises, the Lessor is entitled to a landing fee for the FAR Part 135 Charter activity that is a minimum of \$16 per landing for aircraft below 16,000 pounds or \$1.50 per 1,000 pounds for aircraft that are at or over 16,000 pounds (the "**Charter Landing Fee**") in accordance with Section 12.B. In no event will any Charter

Landing Fee be deemed Additional Rent nor does Tenant have any liability to the Lessor if a Subtenant is delinquent in its payment of a Charter Landing Fee.

- H. Records to Be Maintained. Tenant shall record all sales and other transactions, whether cash or credit, and shall keep full and accurate books of account and records in accordance with United States Generally Accepted Accounting Principles consistently applied, including without limitation, a sales journal general ledger, and all bank account statements showing deposits of gross receipts revenue. In addition, Tenant shall keep all cash register receipts with regard to gross receipts, credits, refunds and other pertinent transactions, as well as records of all other exclusions and deductions from Gross Receipts.
- I. Additional Rent. In addition to the Extension Fee, which has been paid, and Ground Rent, Tenant shall pay as additional rent, all other charges, costs and fees required to be paid by Tenant pursuant to the provisions of this Lease (such amounts, **"Additional Rent,"** and together with the Extension Fee and Ground Rent, **"Rent"**).

- 3. Section 9.D. Security Deposit is deleted in its entirety and replaced with the following:

- D. Security Deposit. Upon execution of the Lease, Tenant paid the Lessor a the sum of Twenty-One Thousand and Three Hundred and 00/100 Dollars (\$21,300.00) in cash or by certified check made payable to the Lessor as security for the faithful performance of the terms, covenants, and conditions of this Lease (the **"Security Deposit"**).

If Tenant is in Default under the terms of this Lease, the Lessor may in its sole discretion (but is not be required to) apply the Security Deposit, or any portion of it, to (i) any expense, loss or any Rent or other sum owed to the Lessor, (ii) any amount that the Lessor may spend or become obligated to spend in exercising the Lessor's rights under this Lease, or (iii) damage sustained by the Lessor resulting from Tenant's Default. Upon demand by the Lessor, Tenant shall immediately pay to the Lessor a sum equal to the portion of the Security Deposit expended or applied by the Lessor as provided in this section so as to maintain the Security Deposit in the sum initially deposited.

Upon the expiration or termination of this Lease and a final accounting by the Lessor, any remaining Security Deposit balance will be refunded to Tenant, without interest. Tenant waives the provisions of California Civil Code Section 1950.7, and all other provisions of law in force or that become in force after the

Effective Date of this Lease, that provide that the Lessor may claim from a Security Deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises. The Lessor and Tenant agree that the Lessor may, in addition, claim those sums reasonably necessary to compensate the Lessor for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant's officers, agents, employees, independent contractors or invitees.

4. Section 12. Rental Operations is deleted in its entirety and replaced with the following:

12. **RENTAL OPERATIONS AND SUBLEASES.**

- A. Subject to the terms of Section 12.B. Subleases, Tenant may sublease or rent hangar space and office space pursuant to the rules and regulations adopted from time to time by the Airport, including but not limited to the following:
- 1) All office and hangar rental agreements (each, a “**Rental Agreement**”) are subject to the terms and conditions of, and be subordinate to, this Lease. The term of a Rental Agreement may not be greater than the term of this Lease.
  - 2) Rental Agreements do not create a landlord-tenant or any other legal relationship between the Lessor and Tenant's subtenant.
  - 3) Tenant is, and at all times will remain, entirely responsible for the full performance of this Lease.
  - 4) Tenant or its authorized representative must be available during normal business hours, either at the Airport or by telephone/email to discuss the rental of hangar space and to conduct business.
  - 5) By December 1 each year, Tenant shall give the Lessor a list of the name, address, phone number, and email address of all current subtenants, along with the identification and make of all of each subtenant's hangared aircraft and a description of each subtenant's business activity, if applicable.
  - 6) Tenant is responsible for all materials stored in the hangars, whether the materials are stored by Tenant or Tenant's agents, employees, or subtenants.

- 7) No commercial aviation operations are permitted without the prior written consent of the Director of Airports.

B. Additional Terms Applicable to Commercial and Charter Rental Agreements.

- 1) Tenant shall cause each subtenant conducting commercial activities or charter operations to enter into a license agreement with the Lessor that governs the payment of the commercial license fee and/or Charter Landing Fee by the subtenant directly to the Lessor (a "License Agreement").
- 2) Tenant shall use good faith efforts to cause all subtenants of the Premises who elect to conduct FAR Part 135 Charter operations to, from, or through the Premises, to strictly comply with the provisions of this Section 12.B.
- 3) If a subtenant is found to be conducting any commercial aviation activity in a hangar or office space without the written consent of the Director of Airports, Tenant shall immediately serve the subtenant of such hangar or office space with a thirty (30) day cure or quit notice and concurrently serve the Director of Airports with a copy of such notice. If the offending subtenant fails to cause the cessation of such commercial activity within thirty (30) days of the cure or quit notice, Tenant shall terminate the subtenant's Rental Agreement.
- 4) Tenant does not have any liability to the Lessor if a subtenant is delinquent in or is otherwise in violation of the provisions of a License Agreement.
- 5) Tenant shall include provisions in all commercial and charter rental agreements to require that subtenant:
  - a) Pay the Lessor the commercial license fee and/or Charter Landing Fee.
  - b) Acknowledge that the underlying leased premises are owned in fee by Lessor and that the Tenant has entered into a lease with Lessor for the Leased Premises.
  - c) First enter into a License Agreement with the Lessor to engage in commercial operations on the Leased Premises pursuant to the license provisions of the Lease and subject to terms and conditions established between Lessor and subtenant for the privilege of conducting its business at the Airport



and in consideration for the impacts such commercial operations may have on the Airport.

- d) Not operate any commercial operations under a Rental Agreement until a License Agreement has been executed by Lessor and the subtenant.
- e) Provide Tenant with a copy of any executed License Agreement and immediately inform Tenant of the termination of any such License Agreement.
- f) Acknowledge that in the event subtenant (i) engages in commercial operations on the Leased Premises without having first entered into a License Agreement, (ii) is in default or breach of his or her License Agreement with the Lessor, or (iii) has its License Agreement terminated for any reason and subtenant nevertheless continues to engage in commercial operations on the Leased Premises, subtenant's Rental Agreement can be terminated by the Tenant.
- g) Upon notification by the Lessor to Tenant of a violation of the provisions of this Section 12, or a License Agreement by a Subtenant, Tenant shall within ten (10) days of receipt of such written notice, either (i) cancel or otherwise terminate the Rental Agreement, or (ii) cure the default under the License Agreement. Lessee's failure to either terminate the Rental Agreement or cure the default under the License Agreement is a default under this Lease.

5. Section 14. Improvements is deleted in its entirety and replaced with the following:

14. **IMPROVEMENTS.**

- A. Maintenance Plan. In order to determine what maintenance is required to maintain the aircraft hangars, office space, aircraft taxi space, aircraft ramp, the parking area(s), any other facilities and landscaping on the Premises (together, the "**Improvements**") in a "first class condition," as required by this Lease, through the remaining term of the Lease (such maintenance, the "**Maintenance Work**"), the Lessor and Tenant shall conduct a joint inspection of the Improvements. The joint inspection is to occur not earlier than September 15, 2034 and not later than March 15, 2035.

The Maintenance Work may include, but is not limited to, the following:

- 1) Interior and exterior building improvements, including roof, doors, windows, signage, street facades, painting, flooring, fixtures (i.e., lights, toilets and sinks), et cetera.
- 2) The replacement of asphalt, and the cut and repair of any concrete features on the aircraft ramp and in the parking lot of the Premises.
- 3) The repair, replacement, and upgrade of HVAC.
- 4) The repair, replacement and upgrade of plumbing and electrical systems in the offices and aircraft hangars.

Within ninety (90) days after the joint inspection of the Premises, Tenant shall prepare and submit to the Director of Airports for his approval a detailed plan that itemizes the Maintenance Work to be performed (the “**Maintenance Plan**”). The Maintenance Plan must include a timeline for the performance of the Maintenance Work and the expected cost of the Maintenance Work. The Director of Airports will review the Maintenance Plan and approve or disapprove it within thirty (30) days of receipt. If the Maintenance Plan is not approved by the Director of Airports, the Director of Airports shall set forth in writing and notify Tenant of his reasons for withholding such approval. Tenant shall thereafter submit a revised Maintenance Plan to the Director of Airports, which approval is to be granted or denied within thirty (30) days of receipt in accordance with the procedures set forth above. The Director of Airports may not unreasonably withhold approval of a Maintenance Plan. If a Maintenance Plan has not been approved by January 15, 2036, Tenant will be in default of this Lease. Tenant’s failure to execute the Maintenance Plan is a default of this Lease.

If at any time the Lessor determines that it will require Tenant to remove a particular Improvement pursuant to Section 30, the Lessor shall give Tenant prompt written notice of such determination, and thereafter Tenant will not be required to comply with the terms of this Section 14 with respect to such Improvement. Notwithstanding the above, Tenant has an ongoing obligation to maintain all Improvements in accordance with Section 17 Maintenance, Repair and Storage.

- B. Plans and Lessor’s Approval. Prior to commencing any Maintenance Work, Tenant shall obtain the Director of Airports’ written approval of all plans prepared by architects, engineers or contractors that relate to the Maintenance Plan, and all

modifications or amendments thereto, (including all working drawings and other supplements thereto, but excluding immaterial field changes).

- C. Tenant Responsibility for Maintenance Work. Tenant is solely responsible for obtaining all necessary permits and approvals and for paying any and all fees required for the Maintenance Work. Approval of the Maintenance Plan by the Director of Airports does not constitute a representation or warranty as to its conformity with other requirements, and responsibility therefor remains at all times in Tenant.

Tenant shall cause all Maintenance Work to be constructed in conformance with: (i) all requirements of the Lessor, (ii) the Maintenance Plan, (iii) all applicable statutes, ordinances, building codes, Airport Policy and Standards for Development, and rules and regulations of the Lessor, and (iv) the rules and regulations of all other authorities having jurisdiction over the Premises or Tenant's operations thereon, including, but not limited to, the Contra Costa County Department of Conservation and Development, the Contra Costa County Public Works Department and the Federal Aviation Administration.

- D. Performance Bond. Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor a performance bond of a surety company licensed to transact business in the State of California, or other type of security satisfactory to the Lessor, that (i) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Work that is being performed, (ii) names Tenant as principal, and (iii) guarantees faithful performance of all construction work associated with the Maintenance Plan by March 15, 2040, or such earlier date as is identified in the Maintenance Plan as the date the maintenance work will be completed. The performance bond or other security must be in a form acceptable to the Lessor.

- E. Payment Bond. Not less than ten (10) working days before the commencement of maintenance pursuant to the Maintenance Plan, Tenant shall, at its sole cost and expense, furnish to the Lessor either of the following: (i) a payment bond of a surety company licensed to transact business in the State of California that (x) is in the amount of one hundred percent (100%) of the total estimated cost of the Maintenance Plan and all other necessary appurtenances specific therein, and (y) guarantees the payment of all labor, materials, provisions, supplies and equipment used in, upon, for or about the performance of the construction work; or (ii) an alternate form of security that is acceptable to the Lessor in its sole discretion. The payment bond must be in a form acceptable to the

Lessor and must satisfy the requirements of California Civil Code section 3248.

- F. Inspection and Acceptance. Tenant shall obtain all applicable permits and authorizations of, all local, state, federal and other government agencies and entities that have jurisdiction over the Maintenance Work, including but not limited to, the Contra Costa County Department of Conservation and Development and the Contra Costa County Public Works Department. All Maintenance Work is subject to inspection, testing, and acceptance in accordance with applicable laws, rules, regulations, and requirements of all governmental agencies and entities that have jurisdiction over the Maintenance Work. Nothing in this Lease is to be construed as approval of any permit or authorization of any local, state, or federal government agency or entity that has jurisdiction over the Maintenance Work.
- G. No Warranties. The inspection, testing and acceptance by the Lessor under this or any other section of this Lease, of any plans submitted by or acts performed by Tenant does not constitute a warranty by the Lessor, and does not relieve Tenant of its obligation to fulfill the provisions of this Lease and of the Maintenance Plan as approved by the Lessor, nor is the Lessor thereby estopped from exercising any of its remedies provided at law or equity or under this Lease.
- H. Engineering. Tenant is responsible for all engineering work and the accuracy thereof. Any material deviations from the Maintenance Plan approved by the Director of Airports must have prior written approval by the Lessor.
- I. Paving and Concrete. As required under Section 14, and as necessary during the Term of this Lease, Tenant shall upgrade the pavement for the aircraft movement areas within the Premises, and the concrete floors in the Hangars, to enable them to accommodate the heaviest aircraft expected to operate in the area, or a fully loaded fuel truck, whichever is heavier. When installed, the pavement must have an expected pavement life of at least twenty (20) years. All road access must be in compliance with Lessor Public Works Department standards.
- J. Notice of Nonresponsibility. Tenant shall cause a notice of the Lessor non-responsibility to be posted and recorded by Tenant during construction in accordance with Civil Code Sections 3094 and 3129. A copy of the notice must be filed with the Lessor Recorder and mailed to the Director of Airports after filing.

5. Section 35. Cancellation by the Lessor is deleted in its entirety and replaced with the following:

If at any time ten (10) years or more after the Commencement Date of this Lease, the Lessor requires the Leased Premises for purposes other than an Auxiliary Aviation Site, the Lessor may cancel this Lease and acquire full title, control and possession of the Leased Premises and all Improvements thereon by giving one (1) year's written notice to Tenant of the effective date of such cancellation.

In the event of such cancellation, Airport and Tenant shall attempt by negotiation to fix the value of Tenant's remaining interest in the Premises by considering the factors set forth in the last paragraph of this Section 35. Such value, once determined, is the "**Fair Market Value**."

In the event that negotiations fail to establish the Fair Market Value, then the Fair Market Value is to be established by appraisers using the process described in this paragraph. Within fifteen (15) days after the conclusion of negotiations, the Lessor and Tenant shall each appoint an appraiser and provide the name of the appraiser so appointed to the other party. Each appraiser so appointed must (i) be a member of the American Institute of Real Estate Appraisers, (ii) have the designation of MAI Appraiser, and (iii) have current aviation appraisal experience in appraising property in the geographic real estate market where the Leased Premises is situated. In the event that either Lessor or Tenant defaults in the appointment of an appraiser within the fifteen (15) day period, the appraiser elected by the non-defaulting party will name a second appraiser. Within forty-five (45) days after the day the last appraiser is appointed (the "**Appraisal Period**"), the appraisers are to determine the Fair Market Value. The determination of the Fair Market Value agreed to by the two appraisers will be binding on both parties. In the event the appraisers cannot agree on a Fair Market Value during the Appraisal Period, they will mutually appoint a third appraiser. The third appraiser is to be appointed within fifteen (15) days after the end of the Appraisal Period and must be an MAI Appraiser and have current aviation appraisal experience in appraising property in the geographic real estate market where the Leased Premises is situated. If a third appraiser is not selected within the fifteen (15) day period, a third appraiser is to be selected by a presiding judge of the Contra Costa County Superior Court. Within forty-five (45) days after appointment, the third appraiser is to proceed to determine the Fair Market Value. The determination of the Fair Market Value made by the third appraiser will be binding on both parties. Each party shall bear the expense of the appraiser so appointed and one-half the expense of the third appraiser if appointed.

Whether the Fair Market Value is determined by the parties or the appraisers, the following factors are to be considered: (1) the fair market value of this Lease for its full remaining term (i.e., assuming no cancelation of the Lease), valued without the Improvements on the Premises, (2) the fair market value of this Lease for its full remaining term (i.e., assuming no cancelation of the Lease), valued with the Improvements on the Premises, (3) the Airport's then-current pro rata interest in the Improvements, as described in Section 26. (C) Casualties, and (4) any other factors then currently in use for standard real estate appraisals, as fixed by the

American Institute of Real Estate Appraisers. The Lessor shall pay an amount equal to the Fair Market Value to Tenant within ninety (90) days after the date the Lessor receives written notice of the final determination of the Fair Market Value.

6. All other terms of the Lease remain unchanged.

The parties are signing this first amendment as of the date and year first above written.

**LESSOR:**

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

By: \_\_\_\_\_

Name: Keith Freitas  
Title: Director of Airports

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_

Name: Beth Lee  
Title: Assistant Director of Airports

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_

Name: Karen Laws  
Title: Principal Real Property Agent

**APPROVED AS TO FORM:**

Sharon L. Anderson,  
County Counsel

By: \_\_\_\_\_

Name: Kathleen M. Andrus  
Title: Deputy County Counsel

**TENANT:**

**CONCORD JET SERVICES, INC.**  
a California Corporation

By: \_\_\_\_\_

Name: John F. Amaral  
Its: V.P.

By: \_\_\_\_\_

Name: DENNIS M. DREW  
Its: CFO



Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: October 13, 2015

Subject: Rescission of an order imposing administrative fines on two Bethel Island properties

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**RECOMMENDATION(S):**

RESCIND the County's December 8, 2009, order to impose administrative fines on properties located at 2284 Dutch Slough Road and 2300 Dutch Slough Road, Bethel Island (County File Nos. RF07-01089, RF07-01090);  
AUTHORIZE County Counsel, or designee, to file a return in a related writ action in Contra Costa County Superior Court.

**FISCAL IMPACT:**

None. The administrative fines were never paid or collected.

**BACKGROUND:**

On December 8, 2009, the County, through the County Zoning Administrator and the County Building Official, issued an order entitled "Final Order on Appeals on Decision to Impose Administrative Fines for Continued Zoning and Building Code Violations at 2284 Dutch Slough Road and Continued Building Code Violations at 2300 Dutch Slough Road." The order imposed administrative fines in the amount of \$8,600 on the 2284 Dutch Slough Road property in Bethel Island and imposed administrative fines in the amount of \$4,300 on the 2300 Dutch Slough Road property in Bethel Island. A Notice of Assessment Lien was subsequently recorded on each property.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 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

**BACKGROUND: (CONT'D)**

A petition for a writ of administrative mandate challenging the decision to impose the fines was filed in Contra Costa County Superior Court on August 13, 2010. (Fratu v. County of Contra Costa, Case No. N10-1322.) On June 2, 2011, the Court issued a minute order granting the petitioners' motion for a writ of administrative mandate. On June 20, 2012, County staff recorded a Release of Notice of Assessment Lien on each property. This action effectively rescinded the fines, which were never paid or collected. On July 20, 2015, the Court entered judgment in the case and issued a writ directing the County to rescind the order imposing the administrative fines on the two properties.

The recommended action will result in the County's compliance with the writ. This Board Order authorizes the County Counsel or designee to file a return in Case No. N10-1322 stating that the County has complied with the writ.

**CONSEQUENCE OF NEGATIVE ACTION:**

The County would not be in compliance with a Superior Court writ.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.





Contra  
Costa  
County

To: Board of Supervisors  
From: Sharon L. Anderson, County Counsel  
Date: October 13, 2015

Subject: Public report of litigation settlement agreements that became final during the period of September 1, 2015 through September 30, 2015.

**RECOMMENDATION(S):**

RECEIVE public report of litigation settlement agreements that became final during the period of September 1, 2015 through September 30, 2015, as recommended by County Counsel.

**FISCAL IMPACT:**

Settlement amounts are listed below.

**BACKGROUND:**

One agreement to settle pending litigation, as defined in Government Code section 54956.9, became final during the period of September 1, 2015 through September 30, 2015.

Contra Costa County v. Herman Pecot Sr., et al., CCC Sup. Ct. Case No. C14-00302. This was an action in eminent domain to acquire property in the San Pablo area for the Interstate 80/San Pablo Dam Road Interchange Improvement Project. It was agreed that the defendants would convey all necessary property interests to the County for \$50,000, inclusive of interest and costs. The Board of Supervisors authorized the settlement on August 18, 2015, in closed session by a 3-0 vote, Supervisors Andersen and Glover absent. Judgment pursuant to the parties' stipulation was entered on September 21, 2015.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 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)

The settlement will be paid through Contra Costa Transportation Authority funds.

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: October 13, 2015

Subject: claims

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**RECOMMENDATION(S):**

DENY claims filed by Hangama Ibrahim (individually and as Successor-in-interest of Mohammad Farooq Ibrahim) and Veronica Wang.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 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: John Gioia, District I Supervisor  
Date: October 13, 2015

Subject: Honoring Ombudsman Services of Contra Costa County and Declaring October 2016 Residents' Rights Month

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

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

Contact: Kate Rauch  
510-231-8691

By: , Deputy

cc:

## ATTACHMENTS

Resolution No.  
2015/366

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

In the matter of:

**Resolution No. 2015/366**

**Honoring Ombudsman Services of Contra Costa County and Declaring October 2016 Residents' Rights Month.**

Whereas, Ombudsman Services of Contra Costa County, a nonprofit organization, is dedicated to advocating on behalf of and preserving the rights of Contra Costa's frail and elderly residents; and  
Whereas, Ombudsman Services of Contra Costa County fights to protect and preserve the health, safety, and dignity of the County's frail, elderly population to help them thrive at all stages of life; and  
Whereas, October 2015 is designated as Residents' Rights Month by National Consumer Voice, a national advocacy organization for residents of long-term care, most of whom are frail and elderly; and  
Whereas, Ombudsman Services of Contra Costa County celebrates Residents' Rights Month as an opportunity to highlight the rights of the frail, elderly and the need for vigilant advocacy on their behalf; and  
Whereas, Ombudsman Services of Contra Costa County is a regional leader in elder justice; and  
Now, Therefore, Be It Resolved: That the Board of Supervisors of Contra Costa County does hereby honor Ombudsman Services of Contra Costa County for its passionate commitment to preserving and defending the rights of the frail and elderly, and declares October 2015 as Residents' Rights Month in Contra Costa 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: October 13, 2015

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: October 13, 2015

Subject: Recognizing October 2015 as STAND for Families Free of Violence

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Robert Rogers  
510-313-8688

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

By: , Deputy

cc:

ATTACHMENTS

Resolution No.  
2015/380



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

In the matter of:

**Resolution No. 2015/380**

**Contra Costa County Board of Supervisors 2015 STAND! for Families Free of Violence.**

Whereas, family violence continues to be prevalent as a social problem due to the imbalance of power in gender and age; and

Whereas the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, effectional preference and societal barriers and are supported by societal indifference; and

Whereas, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and

Whereas, the impact of domestic violence is wide-ranging, directly affect men, women, and children, and society as a whole; and Whereas, it is survivors of domestic violence themselves who have been in the forefront of efforts to bring peace and equality to the home; and

Whereas, STAND! for Families Free of Violence provides domestic violence services to families and individuals in Contra Costa County, serving over 15,000 clients annually; and

Whereas, STAND! for Families Free of Violence is a multi-service agency, providing: 24 hour crisis line, emergency and transitional shelter, legal advocacy, children and teen programs, counseling, support groups, employment training, batterer's treatment program, and educational prevention programs; and

Whereas, October is Domestic Violence Awareness Month and STAND! for Families Free of Violence is hosting their annual Rebuilding Lives Luncheon on October 8, 2015 to help build safer families, schools, neighborhoods, and communities for Contra Costa and beyond; and

Now, therefore, be it resolved: that the Board of Supervisors does hereby proclaim October 2015 as STAND! for Families Free of Violence Month, and urges all citizens to actively participate in the efforts to end violence in our homes, in our schools, and in our communities.

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**JOHN GIOIA**

Chair,  
District I Supervisor

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**CANDACE ANDERSEN**

District II Supervisor

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**MARY N. PIEPHO**

District III Supervisor

---

**KAREN MITCHOFF**

District IV Supervisor

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**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: October 13, 2015

David J. Twa,

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



Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: October 13, 2015

Subject: Proclaim October 23-31, 2015 Red Ribbon Week in Contra Costa County

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 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.  
2015/393

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

In the matter of:

**Resolution No. 2015/393**

**Proclaiming October 23-31, 2015 as "Red Ribbon Week" in Contra Costa County.**

WHEREAS, alcohol and drug abuse in the United States has reached epidemic levels; and  
WHEREAS, alcohol and drugs are primary factors in the four leading causes of death for young people ages 10-21; and  
WHEREAS, over 40% of 11th graders in Contra Costa County report having used marijuana; and  
WHEREAS, young people are often unaware of the harm drugs and alcohol cause to their bodies and minds; and  
WHEREAS, children and families need and deserve support and assistance in helping them cope with the harmful consequences of abuse; and  
WHEREAS, enhancing and supporting visible, unified drug and alcohol prevention education efforts and policies at the community level are essential to preventing and treating abuse; and  
WHEREAS, during the Red Ribbon Campaign, business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth show their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons,  
Now, Therefore, Be It Resolved that the Contra Costa County Board of Supervisors proclaim the week of October 23-31, 2015 as "Red Ribbon Week" in Contra Costa County and encourage citizens to participate in Red Ribbon drug prevention activities, thus making a visible statement of commitment to helping the children of Contra Costa County live healthy, drug-free lives.

\_\_\_\_\_  
**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: October 13, 2015

David J. Twa,

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



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: October 13, 2015

Subject: Accept Resignation of Douglas P. Sibley from the County Alcohol & Other Drugs Advisory Board

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Douglas P. Sibley, DECLARE a vacancy in the District V-C Seat on the Alcohol and Other Drugs Advisory Board, and DIRECT the Clerk of the Board to post the vacancy.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Alcohol and Other Drugs Advisory Board was created in 1992 by the Board of Supervisors. Their mission is to assess family and community needs regarding treatment and prevention of alcohol and drug abuse problems, and to report the findings and recommendations to the Health Services Department, the Board of Supervisors and the community that they serve. Members shall have a professional interest in, or personal commitment to, alleviating problems related to drug abuse and inappropriate alcohol use in their community.

**CONSEQUENCE OF NEGATIVE ACTION:**

The vacancy would remain unfilled.

**CHILDREN'S IMPACT STATEMENT:**

None.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Vincent Manuel, (925)  
335-8200

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

By: , Deputy

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 13, 2015

Subject: Appointments in Lieu of Election to Reclamation District No. 2025 (Holland Tract)

---

**RECOMMENDATION(S):**

APPOINT in lieu of election the following individuals to the Board of Trustees for Reclamation District No. 2025 (Holland Tract) as listed: David Forkel, 1330 Arnold Drive, Ste. 142, Martinez, CA 94553, for a 4 year term; Clark Misner, P.O. Box 2002, Bethel Island, CA 94511, for a 2 year term; John L. Winther, 1330 Arnold Drive, Ste. 142, Martinez, CA 94553, for a 4 year term.

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Board of Supervisors has received correspondence from the Law Offices of Al Warren Hoslett and Pamela A. Forbus, representing the Board of Trustees from Reclamation District No 2025 (Holland Tract). Ms. Forbus, as the Assistant Secretary of the District has respectfully requested that the Board of Supervisors make the appointments in lieu of elections. These appointments will fill open seats on the Reclamation District's Board of Trustees. Correspondence from the firm specifies that, on September 10, 2015, nominating petitions were filed for each nominee and that the number of petitions did not exceed the number of offices to be filled. Notice Pursuant to Water Code Section 50741 was published on September 28, 2015, advising that no election would be held in the Reclamation District for the vacancies on the Board of District Trustees.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☒ 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: October 13, 2015

Contact: Theresa Speiker  
925-335-1096

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

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The proposed nominees to the Boards of Trustees for Reclamation District No. 2025 (Holland Tract) would not be approved.

CHILDREN'S IMPACT STATEMENT:

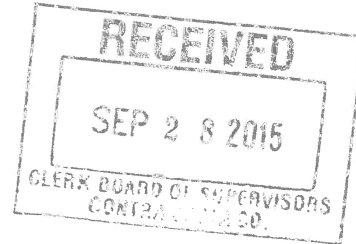
None.

ATTACHMENTS

Reclamation District No 2025

AL WARREN HOSLETT  
PAMELA A. FORBUS  
ATTORNEYS AT LAW  
343 EAST MAIN STREET, SUITE 815  
STOCKTON, CALIFORNIA 95202  
TELEPHONE (209) 943-5551  
FAX (209) 943-0251

September 21, 2015



Board of Supervisors of the  
County of Contra Costa  
c/o Clerk of the Board Office  
651 Pine Street, Room 106  
Martinez, CA 94553

Re: Reclamation District No. 2025 (Holland Tract)

Ladies and Gentlemen:

This office represents the Board of Trustees of Reclamation District No. 2025 (Holland Tract).

Relative to the above, this will serve to call to your attention to the necessity of appointing three Trustees to the Board of Trustees of Reclamation District No. 2025 (Holland Tract).

On or prior to September 10, 2015, nominating petition(s) were filed nominating the following named individual(s) for the office of Trustee:

David A. Forkel  
1330 Arnold Drive, Ste 142  
Martinez, CA 94553

Clark Misner  
P.O. Box 2002  
Bethel Island, CA 9451

John L Winther  
1330 Arnold Drive, Ste 142  
Martinez, CA 94553

Pursuant to Water Code Section 50741, a notice will be published on September 28, 2015, advising that no election would be held in said Reclamation District for the office of Trustee.

Enclosed with this letter is a Certificate of the District Secretary for Reclamation District No. 2025 (Holland Tract).

It is, therefore, respectfully requested in accordance with the provisions of Section 50741 of the Water Code that the following named individuals be appointed as members of the Board of Trustees of Reclamation District No. 2025 (Holland Tract) for the term set opposite his name or until a successor is elected and qualified:

DAVID A. FORKEL - 4 years

JOHN L. WINTHER - 4 years

CLARK MISNER - 2 years

Yours very truly,

A handwritten signature in cursive script that reads "Pamela A. Forbus".

PAMELA A. FORBUS

PAF/am  
Enc.

cc: Contra Costa County Counsel  
Contra Costa County Elections Department



CERTIFICATE OF SECRETARY

I, PAMELA A. FORBUS, do hereby certify as follows:

1. That I am the Assistant Secretary for RECLAMATION DISTRICT NO. 2025 (HOLLAND TRACT).

2. That the elective offices of said District to be filled at the 2015 general District Election are as follows:

Three Trustees

3. That the names of the candidates for said elective office who have filed a nominating petition and the length of term of office are as follows:

DAVID A. FORKEL - 4 years

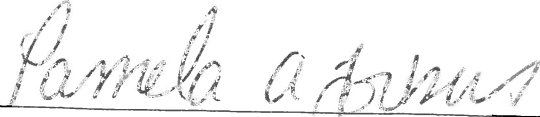
JOHN L. WINTHER - 4 years

CLARK MISNER - 2 years

4. The number of nominees who have filed nominating petitions does not exceed the number of offices to be filled at said election.

5. To my knowledge, no petition requesting an election has been filed.

In testimony hereof, I have set my hand this 24<sup>th</sup> day of September, 2015.

  
PAMELA A. FORBUS, Assistant Secretary  
RECLAMATION DISTRICT NO. 2025  
(HOLLAND TRACT)



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 13, 2015

Subject: Appointments in Lieu of Elections to Reclamation District No. 2026 (Webb Tract)

---

**RECOMMENDATION(S):**

APPOINT in lieu of election the following individuals, each appointee to serve a 4 year term, to the Board of Trustees of Reclamation District No. 2026 (Webb Tract): John L. Winther, 1330 Arnold Drive, Suite 142, Martinez CA 94553 and Kristopher Kaiser, 1330 Arnold Drive, Suite 142, Martinez, CA 94553.

**BACKGROUND:**

The Board of Supervisors has received correspondence from the Law Offices of Al Warren Hoslett and Pamela A. Forbus, representing the Board of Trustees of Reclamation District No. 2026 (Webb Tract). Ms. Forbus, as Assistant Secretary for this District, has respectfully requested that the Board of Supervisors make the appointments of Mr. Winther and Mr. Kaiser in lieu of elections. These appointments will fill open seats on the District's Board of Trustees. Correspondence from the law firm states that nominating petitions were filed for each nominee on September 10, 2015 and the number of petitions did not exceed the number of offices to be filled. Notice pursuant to Water Code 50741 was published on September 28, 2015 advising that no election would be held in the District for the vacancies on the Board of Trustees.

**CONSEQUENCE OF NEGATIVE ACTION:**

The proposed nominees for the Reclamation District's Board of Trustees would not be appointed.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☒ 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: October 13, 2015

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

Contact:  
925-335-1096

By: , Deputy

cc:

## ATTACHMENTS

Reclamation District No 2026

AL WARREN HOSLETT  
PAMELA A. FORBUS  
ATTORNEYS AT LAW

343 EAST MAIN STREET, SUITE 815  
STOCKTON, CALIFORNIA 95202  
TELEPHONE (209) 943-5551  
FAX (209) 943-0251

September 22, 2015

Board of Supervisors of the  
County of Contra Costa  
c/o Clerk of the Board Office  
651 Pine Street, Room 106  
Martinez, CA 94553

Re: Reclamation District No. 2026 (Webb Tract)

Ladies and Gentlemen:

This office represents the Board of Trustees of Reclamation District No. 2026 (Webb Tract).

Relative to the above, this will serve to call to your attention to the necessity of appointing two Trustees to the Board of Trustees of Reclamation District No. 2026 (Webb Tract).

On or prior to September 10, 2015, nominating petition(s) were filed nominating the following named individual(s) for the office of Trustee:

John L. Winther  
1330 Arnold Drive, Suite 142  
Martinez, CA 94553

Kristopher Kaiser  
1330 Arnold Drive, Suite 142  
Martinez, CA 94553

Pursuant to Water Code Section 50741, a notice will be published on September 28, 2015, advising that no election would be held in said Reclamation District for the office of Trustee.

Enclosed with this letter is a Certificate of the District Secretary for Reclamation District No. 2026 (Webb Tract).

It is, therefore, respectfully requested in accordance with the provisions of Section 50741 of the Water Code that the following named individuals be appointed as members of the Board of Trustees of Reclamation District No. 2026 (Webb Tract) for the term set opposite his name or until a successor is elected and qualified:

JOHN L. WINTHER - 4 years

KRISTOPHER KAISER - 4 years

Yours very truly,

*Pamela A. Forbus*  
PAMELA A. FORBUS

PAF/am

Enc.

cc: Contra Costa County Counsel  
Contra Costa County Elections Department

Reclamation District No. 2026 (Webb Tract)

CERTIFICATE OF SECRETARY

I, PAMELA A. FORBUS, do hereby certify as follows:

1. That I am the Assistant Secretary for Reclamation District No. 2026 (Webb Tract).

2. That the elective offices of said District to be filled at the 2015 general District Election are as follows:

Two Trustees

3. That the names of the candidates for said elective office who have filed a nominating petition and the length of term of office are as follows:

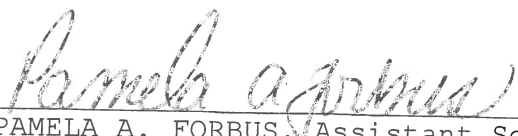
JOHN L. WINTHER - 4 years

KRIS KAISER - 4 years

4. The number of nominees who have filed nominating petitions does not exceed the number of offices to be filled at said election.

5. To my knowledge, no petition requesting an election has been filed.

In testimony hereof, I have set my hand this 24<sup>th</sup> day of September, 2015.

  
PAMELA A. FORBUS, Assistant Secretary  
RECLAMATION DISTRICT NO. 2026  
(WEBB TRACT)



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 13, 2015

Subject: Appointments in Lieu of Elections for Reclamation District No. 2137

---

**RECOMMENDATION(S):**

APPOINT in lieu of election the following individuals, each to serve a four year term, to the Board of Trustees for Reclamation District No. 2137: James Eckman, 155 Brunswick Way, Roseville, CA 95678; Christopher Emerson, 248 Third Street # 833, Oakland, CA 94607.

**BACKGROUND:**

The Board of Supervisors has received correspondence from the Law Offices of Al Warren Hoslett and Pamela A. Forbus, representing the Board of Trustees for Reclamation District No. 2137. Ms. Forbus, as Assistant Secretary for this District, has respectfully requested that the Board of Supervisors make the appointments of Mr. Eckman and Mr. Emerson in lieu of election to fill vacant seats on the District's Board of Trustees. Correspondence from the law firm states that nominating petitions were filed for each nominee on September 10, 2015 and the number of petitions did not exceed the number of vacancies to be filled. Notice pursuant to Water Code 50741 was published on September 28, 2015 advising that no election would be held in the District for the open seats on the Board of Trustees.

**CONSEQUENCE OF NEGATIVE ACTION:**

The proposed nominees for the Reclamation District's Board of Trustees would not be appointed.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☒ 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: October 13, 2015

Contact: Theresa Speiker  
925-335-1096

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

By: , Deputy

cc:

ATTACHMENTS

Reclamation District No 2137

AL WARREN HOSLETT  
PAMELA A. FORBUS  
ATTORNEYS AT LAW  
343 EAST MAIN STREET, SUITE 815  
STOCKTON, CALIFORNIA 95202  
TELEPHONE (209) 943-5551  
FAX (209) 943-0251

September 22, 2015

Board of Supervisors of the  
County of Contra Costa  
c/o Clerk of the Board Office  
651 Pine Street, Room 106  
Martinez, CA 94553

Re: Reclamation District No. 2137

Ladies and Gentlemen:

This office represents the Board of Trustees of Reclamation District No. 2137.

Relative to the above, this will serve to call to your attention to the necessity of appointing two Trustees to the Board of Trustees of Reclamation District No. 2137.

On or prior to September 10, 2015, nominating petitions were filed nominating the following named individuals for the office of Trustee:

James Eckman  
155 Brunswick Way  
Roseville, CA 95678

Christopher Emerson  
248 Third Street # 833  
Oakland, CA 94607

Pursuant to Water Code Section 50741, a notice will be published on September 28, 2015, advising that no election would be held in said Reclamation District for the office of Trustee.

Enclosed with this letter is a Certificate of the District Secretary for Reclamation District No. 2137.

It is, therefore, respectfully requested in accordance with the provisions of Section 50741 of the Water Code that the following named individuals be appointed as members of the Board of Trustees of Reclamation District No. 2137 for the term set opposite his name or until a successor is elected and qualified:

JAMES ECKMAN - 4 years

CHRISTOPHER EMERSON - 4 years

Yours very truly,

  
PAMELA A. FORBUS

PAF/am  
Enc.

cc: Contra Costa County Counsel  
Contra Costa County Elections Department



RECLAMATION DISTRICT NO. 2137

CERTIFICATE OF SECRETARY

I, PAMELA A. FORBUS, do hereby certify as follows:

1. That I am the Assistant Secretary for RECLAMATION DISTRICT NO. 2137.

2. That the elective offices of said District to be filled at the 2015 general District Election are as follows:

Two Trustees

3. That the names of the candidates for said elective office who have filed a nominating petition and the length of term of office are as follows:

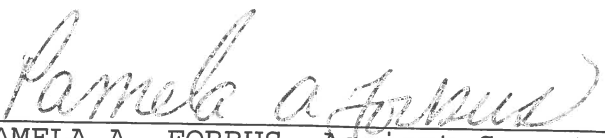
JAMES ECKMAN - 4 years

CHRISTOPHER EMERSON- 4 years

4. The number of nominees who have filed nominating petitions does not exceed the number of offices to be filled at said election.

5. To my knowledge, no petition requesting an election has been filed.

In testimony hereof, I have set my hand this 24<sup>th</sup> day of September, 2015.

  
PAMELA A. FORBUS, Assistant Secretary  
RECLAMATION DISTRICT NO. 2137



Contra  
Costa  
County

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: October 13, 2015

Subject: APPOINT JOHN BEDFORD TO THE ASSESSMENT APPEALS BOARD

---

**RECOMMENDATION(S):**

APPOINT the following individual to the District V Representative Seat of the Assessment Appeals Board with a term expiring September 1, 2017, as recommended by Supervisor Federal D. Glover:

John R. Bedford  
1473 Ventura Drive  
Pittsburg, CA 94565

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Appeals Board is the Board of Equalization for the County, with the powers to: equalize the valuation of the taxable property in the County for the purpose of taxation; and review, equalize and adjust penal and escaped assessments on the roll.

**CONSEQUENCE OF NEGATIVE ACTION:**

The seat would remain vacant.

**CHILDREN'S IMPACT STATEMENT:**

None.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Vincent Manuel, (925)  
427-8138

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

By: , Deputy

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 13, 2015

Subject: Appointments by the Board of Supervisors, in Lieu of Elections, to the Board of Trustees for Quimby Island Reclamation District No. 2090

**RECOMMENDATION(S):**

APPOINT in lieu of elections the following individuals to the Board of Trustees for Quimby Island Reclamation District NO. 2090: Lawrence J. Watty, Maitland Drive, Alameda, CA 94502, for a 4 year term ; Jake Messerli, 1346 Blue Oaks Blvd., Roseville, CA 95678, for a 4 year term; Colby Heaton, 1346 Blue Oaks Blvd., Roseville, CA 95678, for a 2 year term.

**BACKGROUND:**

The Board of Supervisors has received correspondence from the Law Offices of Al Warren Hoslett and Pamela A. Forbus, representing the Board of Trustees of the Quimby Island Reclamation District No. 2090. Ms. Forbus, as Assistant Secretary of the District, has respectfully requested that the Board of Supervisors make appointments in lieu of elections. These appointments will fill open seats on the District's Board of Trustees. Correspondence from the law firm states that the nominating petitions were filed for each nominee on September 10, 2015 and the number of petitions did not exceed the number of offices to be filled. Notice pursuant to Water Code 50741 was published on September 28, 2015 advising that no election would be held in the District for the vacancies on the Board of Trustees.

**CONSEQUENCE OF NEGATIVE ACTION:**

The proposed nominees for the Reclamation District's Board of Trustees would not be appointed.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/13/2015** ☒ 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: October 13, 2015

Contact: Theresa Speiker  
925-335-1096

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

By: , Deputy

cc:

## ATTACHMENTS

Reclamation District No 2090

AL WARREN HOSLETT  
PAMELA A. FORBUS  
ATTORNEYS AT LAW  
343 EAST MAIN STREET, SUITE 815  
STOCKTON, CALIFORNIA 95202  
TELEPHONE (209) 943-5551  
FAX (209) 943-0251

September 21, 2015

Contra Costa County  
Board of Supervisors  
c/o Clerk of the Board Office  
651 Pine Street - Room 106  
Martinez, CA 94553

Re: Quimby Island Reclamation District No. 2090

Ladies and Gentlemen:

This office represents the Board of Trustees of Quimby Island Reclamation District No. 2090.

Relative to the above, this will serve to call to your attention to the necessity of appointing two Trustees to the Board of Trustees of Quimby Island Reclamation District No. 2090.

On or prior to September 10, 2015, nominating petition(s) were filed nominating the following named individual(s) for the office of Trustee:

Lawrence J. Watty	Jake Messerli	Colby Heaton
332 Maitland Drive	1346 Blue Oaks Blvd.	1346 Blue Oaks Blvd.
Alameda, CA 94502	Roseville, CA 95678	Roseville, CA 95678

Pursuant to Water Code Section 50741, a notice will be published on September 28, 2015 advising that no election would be held in said Reclamation District for the office of Trustee.

Enclosed with this letter is a Certificate of the District Secretary for Quimby Island Reclamation District No. 2090.

It is, therefore, respectfully requested in accordance with the provisions of Section 50741 of the Water Code that the following named individual(s) be appointed as members of the Board of Trustees of Quimby Island Reclamation District No. 2090 for the term set opposite their respective name or until a successor is elected and qualified:

LAWRENCE J. WATTY - 4 years

JAKE MESSERLI - 4 years

COLBY HEATON - 2 - years

Yours very truly,

  
PAMELA A. FORBUS

PAF/am

Enc.

cc: Contra Costa County Counsel  
Contra Costa County Elections Department

QUIMBY ISLAND RECLAMATION DISTRICT NO. 2090

CERTIFICATE OF SECRETARY

I, PAMELA A. FORBUS, do hereby certify as follows:

1. That I am the Assistant Secretary for QUIMBY ISLAND RECLAMATION DISTRICT NO. 2090.

2. That the elective offices of said District to be filled at the 2015 general District Election are as follows:

Three Trustees

3. That the names of the candidates for said elective offices who have filed a nominating petition and the length of term of office are as follows:

LAWRENCE J. WATTY - 4 years

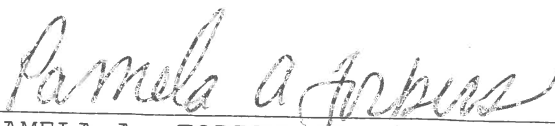
JAKE MESSERLI - 4 years

COLBY HEATON - 2 years

4. The number of nominees who have filed nominating petitions does not exceed the number of offices to be filled at said election.

5. To my knowledge, no petition requesting an election has been filed.

In testimony hereof, I have set my hand this 24<sup>th</sup> day of September, 2015.

  
PAMELA A. FORBUS, Assistant Secretary  
QUIMBY ISLAND RECLAMATION  
DISTRICT NO. 2090



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: October 13, 2015

Subject: Accept Resignation of Evelyn Centeno from the Mental Health Commission

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Evelyn Centeno, DECLARE a vacancy in the District V Member at Large Seat on the Mental Health Commission, and DIRECT the Clerk of the Board to post the vacancy.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The function of the Mental Health Commission is to review and evaluate the community's mental health needs, services, facilities, and special problems; to review any County agreements entered into pursuant to Section 5650 of the Welfare and Institutions Code; to advise the governing body and local mental health director as to any aspect of the local mental health program; and to submit an annual report to the Board of Supervisors.

**CONSEQUENCE OF NEGATIVE ACTION:**

Position would remain vacant.

**CHILDREN'S IMPACT STATEMENT:**

None.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Vincent Manuel, (925)  
335-8200

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

By: , Deputy

cc:



To: Board of Supervisors  
 From: Linda Dippel, Child Support Services Director  
 Date: October 13, 2015



Contra  
 Costa  
 County

Subject: Appropriation & Revenue Adjustment 5004 to adjust the Fed Aid Family Support (Child Support) Budget

---

**RECOMMENDATION(S):**

APPROVE Appropriations and Revenue Adjustment No. 5004 to reduce appropriations and estimated revenue in the amount of \$48,616 in the Child Support Operating Fund (113400) to reflect the reduction in the FY 15-16 Final Budget Allocation from the California State Department of Child Support Services.

**FISCAL IMPACT:**

This action has a negative fiscal impact of \$48,616 for FY15/16 to funds previously appropriated to Salary expenses within org #1790.

**BACKGROUND:**

The Department of Child Support Services has received notice of a reduction in the Final Budget allocation for FY15-16 from the California State Department of Child Support Services. This reduction is part of the EDP budget allocation and will impact org #1790. This reduction in funding will limit that ability of the Department to recruit any additional staffing that is allocated to org 1790.

**CONSEQUENCE OF NEGATIVE ACTION:**

Appropriations and estimated revenue in the Child Support Operating fund 113400 will not reconcile with State fiscal records.

**CHILDREN'S IMPACT STATEMENT:**

None.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

---

Action of Board On: **10/13/2015** ☒ 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: October 13, 2015

Contact: Adrienne Todd, (925)  
 313-4454

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

By: , Deputy

cc:

ATTACHMENTS

Appropriation & Revenue Adjustment No. 5004

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 : Department of Child Support Services			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
1790	9553	Fed Aid Family Support (Child Support Funds)		00	48,616 00
TOTALS			0	00	48,616 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/2/15

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 10/7/15

BOARD OF SUPERVISORS:

YES:

NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

(M8134 Rev 05/09)

EXPLANATION OF REQUEST:

Reduction fo Final State Budget Allocation for FY15/16 for org #1790

[Signature]

Administrativ Services Officer

9/17/2015

SIGNATURE

TITLE

DATE

REVENUE ADJ.

RAOO

5004

JOURNAL NO.

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 : Department of Child Support Services			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
1790	1011	Permanent Salaries	48,616	00	00
TOTALS			48,616	00	0 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/2/15

COUNTY ADMINISTRATOR:

BY: [Signature] DATE 10/7/15

BOARD OF SUPERVISORS:

YES:

NO:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

(M129 Rev 05/09)

EXPLANATION OF REQUEST:

Final State Budget allocation for FY 15/16 for org #1790 has been reduced.

Adjustment to current appropriation necessary to account for budget reduction.

[Signature]

Administrative Services Officer

9/17/2015

SIGNATURE

TITLE

DATE

APPROPRIATION

APOO

5004

ADJ. JOURNAL NO.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 13, 2015

Subject: Establish the classification of Health Plan Nurse Program Director, add three positions in the Health Services Department

**RECOMMENDATION(S):**

ADOPT Position Resolution No. 21570 to establish the classification of Health Plan Nurse Program Director (VRFA) (represented), allocate it to the salary plan and grade ZL5 2125 (\$9,676-\$11,761); add three (3) positions; and cancel one (1) vacant Utilization Review Coordinator (VWSD) (represented) position #12532 in the Contra Costa Health Plan division of the Health Services Department.

**FISCAL IMPACT:**

The annual costs associated will be approximately \$487,104, including \$110,798 in pension costs. The cost of this action will be funded 100% by CCHP Enterprise Fund III.

**BACKGROUND:**

The Contra Costa Health Plan (CCHP) has experienced many changes due to health care reform. The Advice Nurse, Case Management and Utilization Management and Referral units have been impacted tremendously requiring the incumbents in management positions to assume leadership roles responsible for oversight, management and optimization of their assigned program activities.

In the Advice Nurse Unit, the current unit manager has taken on leadership responsibilities associated with health care reform, in addition to managing a 24/7 Advice Nurse unit. These leadership duties include co-managing

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Kristen Cunningham,  
(925) 957-5267

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

By: , Deputy

cc: James Hicks, Kristen Cunningham, Dorette McCollum, Marta Goc

#### BACKGROUND: (CONT'D)

the Telephone Consultation Clinic (TCC) program, overseeing the Urgent Care Follow Up program, and coordinating triage services for emergency room services. The TCC program allows for patients calling in to the Advice Nurse to be referred to a medical provider working with the Advice Nurses for assistance in obtaining lab orders, refills for maintenance medications, referrals, and most importantly, advice to help address patient needs without requiring them to be seen in clinic, urgent care, or the emergency department whenever possible. The manager is also the sole person responsible for maintaining the URAC (American Accreditation HealthCare Commission) accreditation for the Health Plan. The URAC accreditation is necessary for the Health Plan to obtain services, grants and funding.

In Case Management, the current unit manager directs and manages the Home and Community Based Services due to the high demands of the CBAS Program (adult day health care) and a new grant for IHSS workers. These duties are in addition to utilization and case management responsibilities within the health plan. These duties require the manager to function as a program director, providing clinical direction and supervision to nursing and other licensed medical care staff.

In Utilization Review, this key leadership role is responsible for the oversight, management and optimization of program activities in the Authorization and Utilization Management units. Internal operational oversight responsibilities include prospective, concurrent, and retrospective review, processing and tracking referrals and authorization to non-County providers, performing inpatient concurrent review and facilitating inter hospital transfers, repatriating members, tracking and improving access to care, conducting clinical review of appeals, and providing access mental health services. Additionally, the incumbent ensures delegated entities adhere to the Health Plan and regulatory standards, program is cost effective, and there is timely access to care for members by monitoring access and utilization activities. The incumbent is also responsible for developing and implementing utilization guidelines while adhering to regulatory standards, applying health plan benefits, identifying resources, and providing timely health care access.

All of the unit managers are in key leadership positions, act as a resource to CCHP executive management, medical staff, administrative staff, and external regulatory agencies; they develop and implement effective and efficient standards, protocols, processes, reports, and benchmarks that support and further enhance authorization, timely access, authorization and utilization management functions and quality of health care services.

Due to major operational differences, current nurse program director classifications designed for the Hospital and Health Centers do not encompass CCHP's responsibilities. Therefore, the department is requesting to establish these classifications and add the positions necessary for CCHP to have the proper management structure that can provide general direction, planning, organization, and management to the Case Management, Advice Nurse and Utilization Review units.

#### CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Health Plan will not have the proper management structure to meet the mandated requirements of the Health Plan.

#### CHILDREN'S IMPACT STATEMENT:

No impact.

#### ATTACHMENTS

P300 No. 21570 HSD

## POSITION ADJUSTMENT REQUEST

NO. 21570  
DATE 11/3/2014

Department HEALTH SERVICES-CCHP

Department No./

Budget Unit No. 0860 Org No. 6115 Agency No. A18

Action Requested: Establish the classification of Health Plan Nurse Program Director (represented), allocate to the salary schedule at salary level ZL5 2125 (\$9,676-\$11,761); add three (3) positions; cancel one (1) vacant Utilization Review Coordinator position #12532 in the Contra Costa Health Plan Utilization Review Unit in the Contra Costa Health Plan division of the Health Services Department.(100% CCHP Enterprise)

Proposed Effective Date: 9/1/2015

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 \$487,104.00

Net County Cost \$0.00

Total this FY \$365,328.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT CCHP Enterprise Fund III

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Kristen Cunningham

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Dorothy Sansoe

11/21/14

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/12/2015

Establish the classification of Health Plan Nurse Program Director (VRFA) (represented), allocate to the salary schedule at salary level ZL5 2125 (\$9,676-\$11,761); add three (3) positions; cancel one (1) vacant Utilization Review Coordinator position #12532 in the Contra Costa Health Plan Utilization Review Unit in the Contra Costa Health Plan division of the Health Services Department.(100% CCHP Enterprise)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.

☒ 10/1/2015(Date)

Marta Goc

8/12/2015

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

8/17/2015

☒ 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 10/7/2015

No. \_\_\_\_\_

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: October 13, 2015

Subject: Reclassify Transportation Services Specialist to Transportation Services Manager and incumbent

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21635 to reclassify one (1) Transportation Services Specialist (XQNB) (represented) position #13549 at salary plan and grade ZB5 1622 (\$5,546 - \$6,741) and the incumbent to a Transportation Services Manager (XQHG) (represented) at salary plan ZA5 1723 (\$6,129 - \$7,450) position in the Employment and Human Services Department effective April 1, 2015.

**FISCAL IMPACT:**

Upon approval, the annual salary and benefits will increase by \$ 7,148. Annual pension costs will increase by \$2,348. Position is 100% State funded.

**BACKGROUND:**

Over ten years ago, Employment and Human Services partnered with the Metropolitan Transportation Commission to create the transportation services unit to address the transportation needs of the CalWORKs Welfare to Work participants. The department recognized that access to transportation was a barrier for CalWORKs Welfare to Work participants' ability to become self-sufficient. In support of the Department's

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 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, Cheryl Koch, Otilia Parra

### BACKGROUND: (CONT'D)

commitment to providing coordinated transportation services the classifications of Transportation Services Manager and the Transportation Specialist were established and positions were filled in 2007. The Transportation Services Manager's primary responsibilities are to manage and monitor the transportation services program and budget; serve as the department's liaison and representative at State Transportation Task force, Metropolitan Transportation Commission and County Transit Authority; grant writing; and program design and development. The Transportation Services Specialist's primary responsibilities are to implement and manage transportation programs and services. Current incumbent, Mr. Flamand, was hired on May 16, 2008 in the Transportation Services Specialist position to monitor contracts, such as the Rides to Success program, which provides limited bus rides and/or taxi services to CalWORKs Welfare of Work participants to and from work and/or childcare centers. On January 1, 2009 the Transportation Services Manager was laid off. Since 2009, the Transportation Services Specialist has assumed the responsibilities for the department's transportation services. The incumbent has maintained the Transportation Services Specialist duties and assumed the responsibilities of the Transportation Services Manager. The department recognizes and attributes the success and growth of the Transportation Services Program to the incumbent's ability to assume the role of the Transportation Services Manager. Under the incumbents administration and management the Transportation Services Program developed the "Keeping Employment equals Your Success" (KEYS) program, which offers low interest car loans to CalWORKs Welfare to Work participants. The KEYS program assists CalWORKs Welfare to Work participants in obtaining a low interest loan (financed by Contra Costa Credit Union) to purchase a retired Contra Costa County car (Public Works/General Services fleet). Currently, Mr. Flamand monitors 20 - 30 loans per year. The success of the program is attributed to Mr. Flamand participation and curriculum development of the Money Management and Credit Skills workshops, part of the department's Workforce Services Job Club Program; workshops are attended by CalWORKs participants. The KEYS program has received statewide recognition and acknowledgment as an innovative and supportive program to participants receiving public assistance. Mr. Flamand is the department's lead liaison at the Metropolitan Transportation Commission and the County Transit Authority which is critical to the management and growth of the transportation program. In addition, Mr. Flamand assumed the responsibilities of grant writing and seeking additional funding opportunities to support new and expansion of transportation services that will continue to support the department's commitment to addressing transportation problems faced by CalWORKs participants. Human Resources reviewed the full scope of work duties and level of responsibilities performed by the Transportation Services Specialist and found that 85% of the preponderance of duties are within the Transportation Services Manager classification. Thus in efforts to properly classify and compensate the current Transportation Services Specialist, it is Human Resources recommendation to reclassify the Transportation Services Specialist position #13549 and its incumbent to Transportation Services Manager effective April 1, 2015.

### CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Transportation Services Specialist will not be properly classified and compensated. In addition, the Employment and Human Services Department will not have the appropriate level classification to oversee the administrative management and expansion of the Department's transportation programs and services. The Transportation Services Manager position plays a pivotal and imperative role in the successful development and implementation of transportation service and program expansion. By expanding transportation services and programs, the Department will be better positioned to provide much needed additional services to the CalWORKs population.

### CHILDREN'S IMPACT STATEMENT:

No impact.

### ATTACHMENTS

P300 No. 21635 EHSD

# POSITION ADJUSTMENT REQUEST

NO. 21635  
DATE 12/22/2014

Department Employment & Human Services

Department No./

Budget Unit No. 0504 Org No. 5450 Agency No. A19

Action Requested: Reclassify one (1) Transportation Services Specialist and its incumbent to a Transportation Services Manager in the Employment and Human Services Department.

Proposed Effective Date: 4/1/2015

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 \$7,148.00

Net County Cost \$0.00

Total this FY \$1787.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% State funding

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Mary Jane De Jesus

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

3/19/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/22/2015

Reclassify one Transportation Services Specialist (XQNB) position #13549 (represented) at salary plan and grade ZB5 1622 (\$5,546 - \$6,741) and its incumbent to a Transportation Services Manager (XQHG) (represented) at salary plan ZA5 1723 (\$6,129 - \$7,450) in the Employment and Human Services Department effective April 1, 2015.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.

☒ 4/1/2015(Date)

Lisa Lopez

10/5/2015

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

10/6/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

Enid Mendoza

(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 10/6/2015

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: John Kopchik, Director, Conservation & Development Department  
Date: October 13, 2015

Subject: Request to add Two Principal Planners

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No 21710 to add two (2) full-time Principal Planner - Level A (5AHD) (represented) positions at salary plan and grade ZA2 1871 (\$7,311 - \$8,908) in the Department of Conservation and Development (DCD).

**FISCAL IMPACT:**

Upon approval, this action will result in annual personnel costs of approximately \$350,000 including approximately \$80,000 for pension costs. The first position will be funded by land development funds and the second position (to be designated Sustainability Coordinator) will be funded by a General Fund allocation to DCD previously approved by the Board. These costs are included in DCD's approved budget for FY 2015-16.

**BACKGROUND:**

The Board of Supervisors has identified the need for a greater focus on coordinated sustainability programs across the County. The County Administrator's Office (CAO) has recommended and the Board has approved the allocation of funds to DCD in support of the Sustainability Coordinator position in DCD's FY 2015-16 budget. The role of the Sustainability Coordinator is to oversee the development and integration of County activities and policies related to climate change, reduction of greenhouse gas emissions, and energy efficiency programs and to assist with identifying and securing grant funds from the various greenhouse reduction funding programs.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Victoria Mejia  
925-674-7726

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

By: , Deputy

cc: James Hicks, Victoria Mejia, Anastacia Swift, Eva Barrios

### BACKGROUND: (CONT'D)

DCD has determined that the class of Principal Planner is the appropriate class to assume the role and functions of the Sustainability Coordinator. Principal Planners are management level planners responsible for major elements of land use or infrastructure planning, or specialized community and environment-related programs.

This Board Order is seeking approval to add two (2) Principal Planners - Level A. In addition to the need for a Sustainability Coordinator, DCD also needs a second Principal Planner to provide additional program management support and oversight to the growing workload performed by junior planners. Application activity has significantly increased since the recession and workloads for existing Principal Planners have increased dramatically throughout DCD.

### CONSEQUENCE OF NEGATIVE ACTION:

Failure to add these two positions will limit the ability of DCD and the County to efficiently manage land use projects and respond to the Board's directive to integrate sustainability activities across the County.

### ATTACHMENTS

P300 21710 Add two Principal Planners in DCD

## POSITION ADJUSTMENT REQUEST

NO. 21710  
DATE 7/7/2015

Department Conservation and Development Department No./  
Budget Unit No. 0280 Org No. 2603 Agency No. 38  
Action Requested: ADD two (2) full-time Principal Planners -Level A, as recommended by DCD Director

Proposed Effective Date: 7/15/2015

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 \$350,000.00

Net County Cost \$175,000.00

Total this FY \$350,000.00

N.C.C. this FY \$175,000.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Land Dev/Gen Funds; DCD FY 2015-16 budget, Org 2603 & 2601

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

VM for JK

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

BR for JE

7/21/2015

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/3/2015

Add two full-time Principal Planner - Level A (5AHD) (represented) positions at salary plan and grade ZA2 1871 (\$7,311 - \$8,908)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_ (Date)

Anastacia Swift

8/3/2015

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/5/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

/s/ Julie DiMaggio Enea

\_\_\_\_\_  
(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 10/5/2015

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: Chad Godoy, Director of Agriculture/Weights & Measures  
Date: October 13, 2015

Subject: Establish the Agricultural and Standards Aide classification and Add six (6) full-time positions to the Department of Agriculture

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21717 to establish the classification of Agricultural and Standards Aide (B9WD) (represented), allocate it to the Salary Schedule at Salary Plan and Grade QA5 0953 (\$2,859.72 - \$3,476.01), and add six (6) Agricultural and Standards Aides (represented) positions in the Department of Agriculture.

**FISCAL IMPACT:**

Upon approval, this action has an annual cost of approximately \$471,570, which include \$102,404 in pension costs. The cost is partially offset with State contract revenue. 91% State, 9% County

**BACKGROUND:**

The Department of Agriculture has an organizational need to establish the classification of Agricultural and Standards Aide. The primary responsibility of the Agricultural and Standards Aide will be to provide program support functions for State mandated projects on a consistent basis throughout the fiscal years. The Department of Agriculture has State projects and contracts that cause for a critical need for additional non-licensed program aides to perform routine tasks, which, in turn, will allow licensed Agricultural Biologists and Weights and Measures Inspectors to focus primarily on duties that require State certifications and enforcement of agricultural weights and measures laws and regulations.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Roxann Crosby (925)  
646-5250

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

By: , Deputy

cc: James Hicks, MJ Dejesus-Saepharn, Roxann Crosby

CONSEQUENCE OF NEGATIVE ACTION:

A negative action could impact the Pest Detection and Canine contracts as well as completion of funded and mandated work in Weights and Measures.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21717

# POSITION ADJUSTMENT REQUEST

NO. 21717  
DATE 6/29/2015

Department AGRICULTURE

Department No./

Budget Unit No. 0335 Org No. 3311 Agency No. 33

Action Requested: Establish the Agricultural and Standards Aide classification and add six (6) full-time positions to the Department of Agriculture

Proposed Effective Date: 9/1/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$471,570.00

Net County Cost \$42,444.00

Total this FY \$353,676.00

N.C.C. this FY \$31,830.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT \_\_\_\_\_

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Chad Godoy

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kevin J. Corrigan

7/1/2015

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 7/31/2015

ADOPT Position Adjustment Resolution No. 21717 to establish the classification of Agricultural and Standards Aide (B9WÓ) (represented), allocate it to the Salary Schedule at salary plan and pay grade QA5 0953 (\$2,859.72 - \$3,476.01), and add six (6) full-time Agricultural and Standards Aides in the Department of Agriculture.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

K. Ito

8/4/2015

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

8/12/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

/s/ Timothy M. Ewell

\_\_\_\_\_  
(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 8/12/2015

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: David O. Livingston, Sheriff-Coroner  
Date: October 13, 2015

Subject: Add one Systems Software Analyst I (LWWA) position, and Cancel one Information Systems III (LTТА) vacant position #12871 to the Technical Services Div

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21753 to add one (1) Systems Software Analyst I (LWWA) (represented) position at salary plan and grade ZB5 1787 (\$6,530-\$7,937), and cancel one (1) Information Systems Specialist III (LTТА) (represented) vacant position #12871 at salary plan and grade QS5 1541 (\$5,118-\$6,221) in the Office of the Sheriff's - Technical Services Division.

**FISCAL IMPACT:**

\$5,987, 100% General Fund. The new position is estimated to cost \$195,911 annually. That amount is partially mitigated by \$189,924; \$147,924 from canceling one Information System Specialist III position, \$25,000 from canceling an information technology contract with Robert Sanocki in the amount of \$25,000 and \$17,000 from partial savings associated with canceling one Sheriff's Aide position.

Retirement share of costs will increase by \$21,811 annually.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Lori Brown,  
925-335-1552

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

By: , Deputy

cc: Mary Jane Robb, Robyn Hanson, Marcie Clark, Lori Brown, Tanya Williams, James Hicks, Cheryl Koch

**BACKGROUND:**

The Technical Services Division is experiencing an increasing demand for software development for computer applications. The development of software applications specific to the needs of the Office of the Sheriff has become a pressing concern with updates at the legislative level on Prop 47 and AB 109 requiring modifications to how law enforcement calculates sentencing. The Systems Software Analyst position is needed to continue to develop, modify and customize software to adequately respond to the ever changing sentencing guidelines.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to add the position of Systems Software Analyst I will inhibit the Office of the Sheriff from ensuring operating systems will maintain accurate data and sentencing guidelines will continue to meet legal requirements.

**CHILDREN'S IMPACT STATEMENT:**

No impact.

**ATTACHMENTS**

P300 No. 21753

# POSITION ADJUSTMENT REQUEST

NO. 21753  
DATE 7/23/2015

Department Office of the Sheriff

Department No./

Budget Unit No. 2547 Org No. 2512 Agency No. 25

Action Requested: Cancel one (1) Information Systems III (LTТА) position #12871, cancel one contract #45608-01 for IT services; and add one (1) Systems Software Analyst I (LWWA) position to the Technical Services Division – Support Services Bureau.

Proposed Effective Date: 10/01/15

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 \$5,987.00

Net County Cost \$5,987.00

Total this FY \$4,490.25

N.C.C. this FY \$4,490.25

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Mary Jane Robb

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Timothy M. Ewell

9/16/2015

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/24/2015

Add one Systems Software Analyst I (LWWA) position at salary plan and grade ZB5 1787 (\$6,530-\$7,937), and cancel one Information Systems Specialist III (LTТА) vacant position #12871 at salary plan and grade QS5 1541(\$5,118-\$6,221) in the Technical Services Division.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Tanya Williams

9/24/2015

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/8/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

/s/ Timothy M. Ewell

(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 10/8/2015

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: David O. Livingston, Sheriff-Coroner  
Date: October 13, 2015

Subject: Add one Fingerprint Technician I (64WJ) position to the Records and ID Unit -Technical Services Division - Support Services Bureau.

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21750 to add one (1) Fingerprint Technician I (64WJ) (represented) position at salary plan and grade VN5 1344 (\$4,293-\$4,733) to the Sheriff's Office - Records and ID Unit -Technical Services Division.

**FISCAL IMPACT:**

\$119,695, 100% CAL-ID Remote Access Network Board funding. The employer share of pension costs is \$20,400.

**BACKGROUND:**

The current Central ID CAL-ID Unit does not have the ability to staff three (3) Fingerprint Technicians on each shift. This is important due to the required two technicians needed to report out to calls to ID a person at the Coroner's or hospital. The addition of a Fingerprint Technician I will allow the Unit to be fully staffed; thus ensuring a timely response to requests for off-site assistance.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without a third Fingerprint Technician on each shift, the calls for off-site identification would have to be arranged at a later time. This impacts the timeliness of the investigative process, resulting in a lower rate of case closures.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Lori Brown (925)  
335-1552

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

By: , Deputy

cc: Mary Jane Robb, Robyn Hanson, Lori Brown, Tanya Williams, James Hicks, Cheryl Koch

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21750

RAN Board Minutes 2015

# POSITION ADJUSTMENT REQUEST

NO. 21750  
DATE 8/3/2015

Department Office of the Sheriff

Department No./

Budget Unit No. 0255 Org No. 2517 Agency No. 25

Action Requested: Add one Fingerprint Technician I (64WJ) position to the Records and ID Unit -Technical Services Division - Support Services Bureau.

Proposed Effective Date: 9/1/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$119,695.00

Net County Cost \$0.00

Total this FY \$89,771.25

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Cal-ID RAN Board monies

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Mary Jane Robb

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Timothy M. Ewell

9/14/2015

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/16/2015

Add one Fingerprint Technician I (64WJ) (represented) position at salary plan and grade VN5 1344 (\$4,293-\$4,733)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Tanya Williams

9/16/2015

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

10/8/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

/s/ Timothy M. Ewell

\_\_\_\_\_  
(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 10/8/2015

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: \_\_\_\_\_
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(services, supplies, equipment, etc.)
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  - ☐ a. Competitive examination(s)
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  - ☐ 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

CHAIR  
DAVID O. LIVINGSTON,  
SHERIFF'S DEPARTMENT

# CONTRA COSTA COUNTY CAL-ID

CHRISTOPHER MAGNUS  
CHIEF, RICHMOND POLICE  
DEPARTMENT

VICE CHAIR  
ROB SCHRODER, CITY OF MARTINEZ

## REMOTE ACCESS NETWORK

### LOCAL RAN BOARD

DON ANDERSON  
MEMBER AT LARGE

July 1, 2015 – June 30, 2016

MARK PETERSON  
DISTRICT ATTORNEY,  
CONTRA COSTA COUNTY

JOSEPH GORTON  
CHIEF, SAN RAMON POLICE DEPARTMENT

MARY PIEPHO  
SUPERVISOR, CONTRA COSTA

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## DRAFT

Monday, July 13, 2015  
Meeting Minutes

### BOARD MEMBERS PRESENT

Chair, Sheriff David O. Livingston; Vice-Chair, Mayor Rob Schroder, City of Martinez; District Attorney Mark Peterson, Contra Costa County; Chief Joseph Gorton, San Ramon Police Department; Member at Large, Don Anderson

### BOARD MEMBERS ABSENT

Supervisor Mary Piepho, Contra Costa County; Chief Chris Magnus, Richmond Police Department

### OTHERS PRESENT

Roxane Gruenheid, Captain of Technical Services-Office of the Sheriff; Dave Spinelli, IT Manager-Office of the Sheriff; Neva B. Bennett, CAL-ID Manager-Office of the Sheriff; Pamela Hofsass, Chief of Forensic Services-Office of the Sheriff; Michelle Drew, Biometric Systems Specialist-Office of the Sheriff; Jason Vorhauer, Lieutenant of Technical Services-Office of the Sheriff; Donald Finely, Deputy Sheriff Forensic Supervisor-Office of the Sheriff; Lynda Leenstra, Records Supervisor-Office of the Sheriff; Debbie Clark, Supervising Fingerprint Technician-Office of the Sheriff; Sheryl Davenport, CAL-ID, Alameda County Sheriff's Office; Paul Milligan, Chief of Inspectors, District Attorney's Office-Contra Costa County; Cindy Hull, C.K. Hull and Associates

### WELCOME

Chair Sheriff Livingston called the meeting to order at 2:15 p.m. Round table introduction of Board Members and attendees was made. Sheriff Livingston noted a quorum with five Board Members (Livingston, Schroder, Anderson, Peterson, Gorton) present and two Board members absent (Piepho & Magnus).

### PUBLIC COMMENT

Cindy Hull, of C.K. Hull and Associates inquired when the last audit of the RAN Board finances last took place since today's meeting was discussing the budget. Sheriff Livingston said staff can review and will provide an answer to Cindy Hull.

## **APPROVAL OF MINUTES**

Don Anderson, Member-at-Large, made a motion to approve the minutes from the June 9, 2014 meeting. District Attorney Mark Peterson seconded the motion. Minutes were approved with five in favor (Livingston, Schroder, Anderson, Peterson and Gorton), abstention (Piepho, Magnus).

## **LOCAL AND REGIONAL RAN BOARD MEMBERS ELECTION FY 2015/2016**

Vice-Chair Rob Schroder made a motion to nominate Sheriff David O. Livingston to be elected as Chair for the FY 2015/2016 RAN Board. The motion was seconded by District Attorney Mark Peterson and was unanimously passed. Mark Peterson made a motion to nominate Sheriff Livingston and Don Anderson, Member-at-Large, as the FY 2015/2016 Regional RAN Board Members. The Regional RAN Board Members were unanimously elected. Motion approved. Five in favor (Livingston, Schroder, Anderson, Peterson and Gorton), abstention (Piepho, Magnus).

## **OLD BUSINESS:**

Relocation of the Identification Unit and Generator:

Don Anderson made comment to Captain Gruenheid that he was pleased with the preparation of the review and documents the Board was provided prior to the meeting. Captain Gruenheid gave a PowerPoint presentation to the RAN Board for FY 2014/2015. Relocation of the ID Unit was completed on April 22, 2015 to 2530 Arnold Drive, Suite 190 in Martinez (Summit Center). The new generator was purchased and installed for the new location and is fully functional. This new location provides more space and closer proximity to the Latent Unit. This consolidated the server infrastructure and provided increased internet speed. The Biometric Support Specialist is now located at the Summit location. In addition, the ISS Technical Support person, who was approved by the RAN Board, will be located at this location as well and will provide support to the CAL-ID program.

## **FY 2014/2015 Budget Update:**

The new generator was purchased and installed for the new location and is fully functional.

Mobile ID ISS Technical Support candidate is in Backgrounds.

Overview of FY 14/15:

AB 2393 (Levine) Vehicle License Fees - Update : Captain Gruenheid mentioned to the RAN Board that staff is requesting direction on whether to make a recommendation to the Board of Supervisors to have the previously adopted resolution amended to include the increased fees on vehicles registered in the County from \$1 to \$2 (private vehicle) and \$2 to \$4 (commercial vehicle). Sheriff Livingston gave a brief overview of AB 2393, which was pending at the last RAN Board meeting, and opened the item up for discussion. Sheriff Livingston said he doesn't have a position on it and is not aware of any time limit requiring the Board to act. Don Anderson asked why an increase is needed since RAN Board accounts are well funded and manageable. Sheriff Livingston said he likes the idea of bringing the information to the Public Protection Committee Sheriff Livingston suggested this discussion is tabled for the next fiscal year.

Law Enforcement Agencies were advised last year to expect a 5% increase. Due to the Board Members meeting late in the year, it may be advisable to not apply the 5% increase from each agency. DA Peterson suggests Chief's would probably not want the 5% increase so why not adopt the VLF to cover increased costs. DA Peterson made a motion to calendar the implementation of the VLF in order to bring it to the Public Protection Committee for decision. DA Peterson motions to calendar. Chief Gorton seconds motion. Five in favor (Livingston, Schroder, Anderson, Peterson and Gorton), two abstentions (Piepho, Magnus).

### **MOBILE ID UPDATE:**

Chief Gorton says feedback from agencies showed connectivity and syncing issues. Michelle Drew says possible connectivity issues could be due to being too close to buildings and devices not syncing to the MDC's could vary because IP address may be incorrect. Sheriff Livingston says each agency is responsible for setting up their own network connectivity. Michelle Drew says response times have improved since last year.

DA Peterson and Chief Gorton asked how many devices are there in the County. Michelle Drew said 221 devices delivered in the County. DA Peterson asked for a list of where devices are deployed. Captain Gruenheid says will get survey on devices out to the Board today. Sheriff Livingston said a survey was sent to agencies asking how many devices they wanted. It was found some agencies had not adopted policies and procedures on usage and just have the devices sitting on shelves.

Don Anderson asked how many devices were ordered. Michelle Drew said 250 devices were ordered but says some had to be returned for replacement for various reasons.

Chief Gorton asked how long we have been on the test server. Michelle Drew said it has been since 2012 and testing has been going on for four years due to issues with the Cogent contract. Field testing was for 90 days but was broken up due to the holidays.

Trouble getting contract completed with because 3M Cogent, the parent company was making changes. They are hoping to get testing.

Chief Gorton asks what is completion time phase. Michelle Drew says waiting for a timeline so that penalties can be placed on the phases to encourage timely delivery. Getting information from Cogent is difficult.

Michelle Drew says the Sigma 6 quality method process is slow because 3M Cogent is making Cogent learn and implement Sigma 6 practices. They have had to revamp how they do business across the board. DA Peterson wants report emailed regarding update on Cogent. Sheriff Livingston wants email sent out regarding Cogent contract and list of devices within 90 days.

### **LOCAL RAN BOARD BUDGET FOR FISCAL YEAR 2015/16 - NEW BUSINESS:**

FY 2015/2016 Budget – Captain Gruenheid presented a slide presentation of Year 4 of the 5 Year Plan which includes these items for consideration:

1. Alternate light source - \$16,272

2. Card scanner - \$12,378
3. Fingerprint Examiner upgrade to Criminalist - \$49,776
4. Fingerprint Technician - \$135,794
5. 30 LiveScan remote login admin/upgrade - \$600,000
6. Mobile ID (220) - \$353,600
7. Remote Booking - \$50,000

For a total of \$1,217,820

- Salary and Benefits - \$1,913,239
- Services and Supplies - \$383,897

Total for Proposed Expenditures for FY 2015/2016 is \$3,514,956

District Attorney Peterson asks for more detail on \$600,000.

The glass platens (Scan decks) for rolling fingerprints are breaking down. Michelle Drew is asking for spare scan decks in the event of a break down to prevent down time.

Captain Gruenheid says the use of docking cradles may make it easier for officers to use. Michelle Drew said Lafayette PD uses them and has given positive feedback. DA Peterson asks if there is a policy within the Sheriff's Office that they are required to use BlueCheck. Walnut Creek has a device in every vehicle.

Chief Gorton asks if 5% increase gets factored in. Sheriff says to deduct the 5% increase (this will be a deduction of \$59k)

DA Peterson asks when devices were ordered. If more devices are ordered, will they be the same model? Michelle Drew says they will be the same model. Sheriff says authorized then confirm with each agency if they still want devices.

Don Anderson asked to put in report if devices are broken, not using, etc.

DA Peterson asks how many other counties can connect to the State. Sheryl Davenport from Alameda County talked about their policies regarding usage. Alameda County has a production server but their cities don't have policies and procedures on usage.

Michelle Drew said we don't have a contract to have the larger devices because the system can't be configured without the contract. Sheriff wants time line when more is known.

Budget proposal before the Board to approve the FY 15/16 budget:

Sheriff Livingston addresses Item 6C – DA Peterson motions to waive 5% increase, Chief Gorton seconds. Motion Passes.

Item 6B – Adopt FY 15/16 budget to reflect no 5% increase, DA Peterson motions to approve budget with caveat that Mobile ID is approved. Mayor Rob Schroder seconds the motion. The Budget is adopted. Five in favor (Livingston, Schroder, Anderson, Peterson and Gorton), abstention (Piepho, Magnus).



## **ADJOURNMENT**

Sheriff Livingston adjourned the meeting at 3:51 p.m.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: October 13, 2015

Subject: Add one Criminalist III (6DTA) position and cancel one Fingerprint Examiner II (64VG) vacant position # 6464 in the Latents Unit - Forensic Services

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21749 to add one (1) Criminalist III (6DTA) (represented) position at salary plan and grade VN5 1922 (\$7,609-\$9,249) and cancel one (1) Fingerprint Examiner II (64VG) (represented) vacant position # 6464 at salary plan and grade VN5 1578 (\$5,413-\$6,579) in the Office of the Sheriff's Latent Unit - Forensic Services Division - Support Services Bureau.

**FISCAL IMPACT:**

Net cost increase of \$50,651, 100% Remote Access Network Board Funded. The increase to the employer share of employee pension costs will be \$11,508.

**BACKGROUND:**

The Latent Unit is part of the Contra Costa County Sheriff's Forensic Services Division. The Unit is staffed with a Forensic Supervisor, four (4) Criminalists and a Fingerprint Examiner. The upgrade from Fingerprint Examiner II to Criminalist III will ensure staffs responsible for latent comparisons and processing have a higher level of education and knowledge of scientific methodologies. This ensures accuracy and integrity of the casework and will aid in the development and validation of new techniques, which will enhance the RAN program.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Lori Brown (925)  
335-1552

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

By: , Deputy

cc: Mary Jane Robb, Robyn Hanson, Lori Brown, Tanya Williams, James Hicks, Cheryl Koch

CONSEQUENCE OF NEGATIVE ACTION:

Failure to implement the proposed position change may slow down timely processing and comparison casework due to not having the highest caliber of scientific professional staff. Additionally, continual accreditation may be at risk due to the lack of scientific competencies to ensure valid results.

CHILDREN'S IMPACT STATEMENT:

No Impact.

ATTACHMENTS

P300 No. 21749

RAN Board Minutes 2015

## POSITION ADJUSTMENT REQUEST

NO. 21749  
DATE 8/4/2015

Department Office of the Sheriff

Department No./

Budget Unit No. 0255 Org No. 2577 Agency No. 25

Action Requested: Add one Criminalist III (6DTA) position and cancel one Fingerprint Examiner II (64VG) vacant position # 6464 in the Latents Unit - Forensic Services Division - Support Services Bureau.

Proposed Effective Date: 9/1/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$50,651.00

Net County Cost \$0.00

Total this FY \$37,998.25

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Cal-ID RAN Board monies

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Mary Jane Robb

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Timothy M. Ewell

9/14/15

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/16/2015

Add one Criminalist III (6DTA) (represented) position at salary plan and grade VN5 1922 (\$7,609-\$9,249) and cancel one Fingerprint Examiner II (64VG) (represented) vacant position # 6464 at salary plan and grade VN5 1578 (\$5,413-\$6,579)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Tanya Williams

9/16/2015

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

10/8/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

/s/ Timothy M. Ewell

\_\_\_\_\_  
(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 10/8/2015

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

CHAIR  
DAVID O. LIVINGSTON,  
SHERIFF'S DEPARTMENT

# CONTRA COSTA COUNTY CAL-ID

CHRISTOPHER MAGNUS  
CHIEF, RICHMOND POLICE  
DEPARTMENT

VICE CHAIR  
ROB SCHRODER, CITY OF MARTINEZ

## REMOTE ACCESS NETWORK

### LOCAL RAN BOARD

DON ANDERSON  
MEMBER AT LARGE

July 1, 2015 – June 30, 2016

MARK PETERSON  
DISTRICT ATTORNEY,  
CONTRA COSTA COUNTY

JOSEPH GORTON  
CHIEF, SAN RAMON POLICE DEPARTMENT

MARY PIEPHO  
SUPERVISOR, CONTRA COSTA

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## DRAFT

Monday, July 13, 2015  
Meeting Minutes

### BOARD MEMBERS PRESENT

Chair, Sheriff David O. Livingston; Vice-Chair, Mayor Rob Schroder, City of Martinez; District Attorney Mark Peterson, Contra Costa County; Chief Joseph Gorton, San Ramon Police Department; Member at Large, Don Anderson

### BOARD MEMBERS ABSENT

Supervisor Mary Piepho, Contra Costa County; Chief Chris Magnus, Richmond Police Department

### OTHERS PRESENT

Roxane Gruenheid, Captain of Technical Services-Office of the Sheriff; Dave Spinelli, IT Manager-Office of the Sheriff; Neva B. Bennett, CAL-ID Manager-Office of the Sheriff; Pamela Hofsass, Chief of Forensic Services-Office of the Sheriff; Michelle Drew, Biometric Systems Specialist-Office of the Sheriff; Jason Vorhauer, Lieutenant of Technical Services-Office of the Sheriff; Donald Finely, Deputy Sheriff Forensic Supervisor-Office of the Sheriff; Lynda Leenstra, Records Supervisor-Office of the Sheriff; Debbie Clark, Supervising Fingerprint Technician-Office of the Sheriff; Sheryl Davenport, CAL-ID, Alameda County Sheriff's Office; Paul Milligan, Chief of Inspectors, District Attorney's Office-Contra Costa County; Cindy Hull, C.K. Hull and Associates

### WELCOME

Chair Sheriff Livingston called the meeting to order at 2:15 p.m. Round table introduction of Board Members and attendees was made. Sheriff Livingston noted a quorum with five Board Members (Livingston, Schroder, Anderson, Peterson, Gorton) present and two Board members absent (Piepho & Magnus).

### PUBLIC COMMENT

Cindy Hull, of C.K. Hull and Associates inquired when the last audit of the RAN Board finances last took place since today's meeting was discussing the budget. Sheriff Livingston said staff can review and will provide an answer to Cindy Hull.

## **APPROVAL OF MINUTES**

Don Anderson, Member-at-Large, made a motion to approve the minutes from the June 9, 2014 meeting. District Attorney Mark Peterson seconded the motion. Minutes were approved with five in favor (Livingston, Schroder, Anderson, Peterson and Gorton), abstention (Piepho, Magnus).

## **LOCAL AND REGIONAL RAN BOARD MEMBERS ELECTION FY 2015/2016**

Vice-Chair Rob Schroder made a motion to nominate Sheriff David O. Livingston to be elected as Chair for the FY 2015/2016 RAN Board. The motion was seconded by District Attorney Mark Peterson and was unanimously passed. Mark Peterson made a motion to nominate Sheriff Livingston and Don Anderson, Member-at-Large, as the FY 2015/2016 Regional RAN Board Members. The Regional RAN Board Members were unanimously elected. Motion approved. Five in favor (Livingston, Schroder, Anderson, Peterson and Gorton), abstention (Piepho, Magnus).

## **OLD BUSINESS:**

Relocation of the Identification Unit and Generator:

Don Anderson made comment to Captain Gruenheid that he was pleased with the preparation of the review and documents the Board was provided prior to the meeting. Captain Gruenheid gave a PowerPoint presentation to the RAN Board for FY 2014/2015. Relocation of the ID Unit was completed on April 22, 2015 to 2530 Arnold Drive, Suite 190 in Martinez (Summit Center). The new generator was purchased and installed for the new location and is fully functional. This new location provides more space and closer proximity to the Latent Unit. This consolidated the server infrastructure and provided increased internet speed. The Biometric Support Specialist is now located at the Summit location. In addition, the ISS Technical Support person, who was approved by the RAN Board, will be located at this location as well and will provide support to the CAL-ID program.

## **FY 2014/2015 Budget Update:**

The new generator was purchased and installed for the new location and is fully functional.

Mobile ID ISS Technical Support candidate is in Backgrounds.

Overview of FY 14/15:

AB 2393 (Levine) Vehicle License Fees - Update : Captain Gruenheid mentioned to the RAN Board that staff is requesting direction on whether to make a recommendation to the Board of Supervisors to have the previously adopted resolution amended to include the increased fees on vehicles registered in the County from \$1 to \$2 (private vehicle) and \$2 to \$4 (commercial vehicle). Sheriff Livingston gave a brief overview of AB 2393, which was pending at the last RAN Board meeting, and opened the item up for discussion. Sheriff Livingston said he doesn't have a position on it and is not aware of any time limit requiring the Board to act. Don Anderson asked why an increase is needed since RAN Board accounts are well funded and manageable. Sheriff Livingston said he likes the idea of bringing the information to the Public Protection Committee Sheriff Livingston suggested this discussion is tabled for the next fiscal year.

Law Enforcement Agencies were advised last year to expect a 5% increase. Due to the Board Members meeting late in the year, it may be advisable to not apply the 5% increase from each agency. DA Peterson suggests Chief's would probably not want the 5% increase so why not adopt the VLF to cover increased costs. DA Peterson made a motion to calendar the implementation of the VLF in order to bring it to the Public Protection Committee for decision. DA Peterson motions to calendar. Chief Gorton seconds motion. Five in favor (Livingston, Schroder, Anderson, Peterson and Gorton), two abstentions (Piepho, Magnus).

### **MOBILE ID UPDATE:**

Chief Gorton says feedback from agencies showed connectivity and syncing issues. Michelle Drew says possible connectivity issues could be due to being too close to buildings and devices not syncing to the MDC's could vary because IP address may be incorrect. Sheriff Livingston says each agency is responsible for setting up their own network connectivity. Michelle Drew says response times have improved since last year.

DA Peterson and Chief Gorton asked how many devices are there in the County. Michelle Drew said 221 devices delivered in the County. DA Peterson asked for a list of where devices are deployed. Captain Gruenheid says will get survey on devices out to the Board today. Sheriff Livingston said a survey was sent to agencies asking how many devices they wanted. It was found some agencies had not adopted policies and procedures on usage and just have the devices sitting on shelves.

Don Anderson asked how many devices were ordered. Michelle Drew said 250 devices were ordered but says some had to be returned for replacement for various reasons.

Chief Gorton asked how long we have been on the test server. Michelle Drew said it has been since 2012 and testing has been going on for four years due to issues with the Cogent contract. Field testing was for 90 days but was broken up due to the holidays.

Trouble getting contract completed with because 3M Cogent, the parent company was making changes. They are hoping to get testing.

Chief Gorton asks what is completion time phase. Michelle Drew says waiting for a timeline so that penalties can be placed on the phases to encourage timely delivery. Getting information from Cogent is difficult.

Michelle Drew says the Sigma 6 quality method process is slow because 3M Cogent is making Cogent learn and implement Sigma 6 practices. They have had to revamp how they do business across the board. DA Peterson wants report emailed regarding update on Cogent. Sheriff Livingston wants email sent out regarding Cogent contract and list of devices within 90 days.

### **LOCAL RAN BOARD BUDGET FOR FISCAL YEAR 2015/16 - NEW BUSINESS:**

FY 2015/2016 Budget – Captain Gruenheid presented a slide presentation of Year 4 of the 5 Year Plan which includes these items for consideration:

1. Alternate light source - \$16,272



2. Card scanner - \$12,378
3. Fingerprint Examiner upgrade to Criminalist - \$49,776
4. Fingerprint Technician - \$135,794
5. 30 LiveScan remote login admin/upgrade - \$600,000
6. Mobile ID (220) - \$353,600
7. Remote Booking - \$50,000

For a total of \$1,217,820

- Salary and Benefits - \$1,913,239
- Services and Supplies - \$383,897

Total for Proposed Expenditures for FY 2015/2016 is \$3,514,956

District Attorney Peterson asks for more detail on \$600,000.

The glass platens (Scan decks) for rolling fingerprints are breaking down. Michelle Drew is asking for spare scan decks in the event of a break down to prevent down time.

Captain Gruenheid says the use of docking cradles may make it easier for officers to use. Michelle Drew said Lafayette PD uses them and has given positive feedback. DA Peterson asks if there is a policy within the Sheriff's Office that they are required to use BlueCheck. Walnut Creek has a device in every vehicle.

Chief Gorton asks if 5% increase gets factored in. Sheriff says to deduct the 5% increase (this will be a deduction of \$59k)

DA Peterson asks when devices were ordered. If more devices are ordered, will they be the same model? Michelle Drew says they will be the same model. Sheriff says authorized then confirm with each agency if they still want devices.

Don Anderson asked to put in report if devices are broken, not using, etc.

DA Peterson asks how many other counties can connect to the State. Sheryl Davenport from Alameda County talked about their policies regarding usage. Alameda County has a production server but their cities don't have policies and procedures on usage.

Michelle Drew said we don't have a contract to have the larger devices because the system can't be configured without the contract. Sheriff wants time line when more is known.

Budget proposal before the Board to approve the FY 15/16 budget:

Sheriff Livingston addresses Item 6C – DA Peterson motions to waive 5% increase, Chief Gorton seconds. Motion Passes.

Item 6B – Adopt FY 15/16 budget to reflect no 5% increase, DA Peterson motions to approve budget with caveat that Mobile ID is approved. Mayor Rob Schroder seconds the motion. The Budget is adopted. Five in favor (Livingston, Schroder, Anderson, Peterson and Gorton), abstention (Piepho, Magnus).

## **ADJOURNMENT**

Sheriff Livingston adjourned the meeting at 3:51 p.m.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 13, 2015

Subject: Decrease hours of one CCTV Production Asst from full-time (40/40) to part-time (20/40)

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21724 to decrease the hours of one (1) CCTV Production Assistant (ADWA) (represented) position #295 at salary plan and grade QS5 0964 (\$2,891.04 - \$3,514.08) from full-time (40/40) to part-time (20/40) in the Office of Communications and Media in the County Administrator's Office (Cost savings).

**FISCAL IMPACT:**

This will result in an annual savings of approximately \$19,000.

**BACKGROUND:**

Many of the manual tasks previously performed by the full time CCTV Production Assistant are now automated, and other duties are better assigned to producers and editors. The Production Assistant workload has decreased to the extent that the duties can be met with a part-time position.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the organizational incumbency structure of the Office of Communications and Media will not accurately reflect the workload distribution and needs of the unit.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Betsy Burkhart 925  
313-1180

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

By: , Deputy

cc:

ATTACHMENTS

P-300 21724-HR

MJ

# POSITION ADJUSTMENT REQUEST

NO. 21724  
DATE 8/11/2015

Department County Administrator - CCTV

Department No./

Budget Unit No. 0003 Org No. 1225 Agency No. 03

Action Requested: Decrease the hours of one CCTV Production Assistant (ADWA) pos (#295) from full-time (40/40) to part-time (20/40).

Proposed Effective Date: 9/1/2015

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 (\$19,000.00)

Net County Cost \$0.00

Total this FY (\$15,833.00)

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT N/A - Salary Savings

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Betsy Burkhart

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Theresa Speiker

8/11/15

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/31/2015

ADOPT Position Adjustment Resolution No. 21724 to decrease the hours of one (1) CCTV Production Assistant (ADWA) (represented) position #295 at salary plan and grade QS5 0964 (\$2,891.04 - \$3,514.08) from full-time (40/40) to part-time (20/40) in the Office of Communications and Media in the County Administrator's Office (Cost savings).

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Kathy Ito

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE \_\_\_\_\_

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

(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 9/2/2015

No. \_\_\_\_\_

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: October 13, 2015

Subject: Add four Social Work Supervisor II positions in Children and Family Services Bureau/Employment and Human Services Department

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21756 to add four (4) Social Work Supervisor II (XOHA) (represented) positions at Salary Plan and Grade 215 1745 (\$6,265 - \$7,614) in the Employment and Human Services Department, Children and Family Services Bureau.

**FISCAL IMPACT:**

Upon approval, the costs associated with this action will be approximately \$570,878 annually with benefits, including \$121,834 in pension costs. These positions will be funded 45% Federal revenue, 45% State revenue, and 10% County cost.

**BACKGROUND:**

The Children & Family Services Bureau (CFS) requests to add four (4) Social Work Supervisor II positions. The work of Children & Family Services (CFS) is crucial to the community in that they are mandated to ensure the safety of children.

Two (2) of the Social Work Supervisor

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Anne Crisp (925)  
313-1527

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

By: , Deputy

cc: EHSD, Human Resources, Human Resources, Otilia Parra

#### BACKGROUND: (CONT'D)

II (SWSII) positions will be dedicated to the Continuous Quality Improvement/Quality Assurance Division; a new state mandated program to ensure the implementation of the state Child and Family Services Reviews (CFSR). These 2 positions will be responsible for reviewing Child Welfare cases to meet the new state mandated Continuous Quality Improvement process. Social Work Supervisor IIs will identify data and trends associated with the department's mandated system improvement plan, work with staff to ensure strategic approaches to best practice, federally mandated compliance, and ensure that CFS policies and protocols are up-to-date and accurate.

The additional two (2) Social Work Supervisor II positions will be dedicated to Child Welfare Operations. During the last year the Department has added 18 Social Casework Specialist (SCS) positions without additional supervisory staff. One (1) position will support the West County Emergency Response Unit. There is currently 1 full time employee Supervisor in West County Emergency Response which is not adequate to supervise 10 full time employee SCS I of SCS II positions to ensure timely referral responses and closures. The final SWS II assignment will be determined based on the operational needs. With the increase in Social Casework Specialists and the growth in the number of new state requirements, there is the need for supervisors to supervise staff, review casework and direct and train staff in the new requirements and ensure compliance.

#### CONSEQUENCE OF NEGATIVE ACTION:

If these Social Work Supervisor II positions are not added the Department will have insufficient supervisory staff to supervise staff. This will impact compliance, quality control, and services to families to ensure that children are safe and receiving appropriate services. The result may place the Department at risk of not being in compliance with Federal mandates of state Title IV-B and IV-E program requirements.

#### CHILDREN'S IMPACT STATEMENT:

These services are essential to the child's and family's safety. Not having appropriate level of supervisory staff to supervise line staff can result in a child being placed in and out of home care due to lack of "reasonable services" available to families. In order to continue to identify and provide quality and measurable outcomes to children and families, Contra Costa County CFS must develop and maintain a review and accountability process to ensure timely, adequate, and relevant services are being offered to families and children in the community, and to ensure that children brought into care are reunified quickly or are maintained with biological and birth families.

#### ATTACHMENTS

P300 No. 21756 EHSD



# POSITION ADJUSTMENT REQUEST

NO. 21756  
DATE 9/1/2015

Department Employment and Human Services Dept Department No./  
Budget Unit No. 502 Org No. 5216 Agency No. A19  
Action Requested: Add four (4) full time Social Work Supervisor II (XOHA) positions in the Children and Family Services Bureau AR34463

Proposed Effective Date: 10/14/2015

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 \$570,878.00

Net County Cost \$57,087.00

Total this FY \$428,159.00

N.C.C. this FY \$42,816.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 45% Federal, 45% State, 10% County

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 Corrigan

9/17/2015

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/28/2015

Add four (4) full time Social Work Supervisor II (XOHA) positions (represented) at Salary Plan and Grade 215 1745 (\$6,265 - \$7,614) in the Children & 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)

Lisa Lopez

10/5/2015

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

10/6/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

Enid Mendoza

\_\_\_\_\_  
(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 10/6/2015

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: Philip F. Kader, County Probation Officer  
Date: October 13, 2015

Subject: Add One Network Administrator I position and Cancel One Network Analyst I position in the Probation Department

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**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21759 to add one (1) Network Administrator I (LNSA) (represented) position at salary plan and grade ZA5 1694 (\$5,956 - \$7,239) and cancel one (1) vacant Network Analyst I (LBVA) (represented) position number 15789 at salary plan and grade ZB5 1694 (\$5,956 - \$7,239) in the Probation Department.

**FISCAL IMPACT:**

There is no cost associated with this action. The salary schedules are the same for both positions.

**BACKGROUND:**

The classification of a Network Analyst I does not support the current duties and essential functions performed in the Probation Department. After consulting with the Human Resources Department and the County Information Technology Officer, it was determined that the position of Network Administrator I met the operational needs of the Probation Department not the Network Analyst I.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Probation Department will not have the appropriate classification to support the required work functions of the department.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Danielle Fokkema,  
925-313-4195

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

By: , Deputy

cc: Danielle Fokkema, Fina Prak, Gladys Reid, James Hicks, Cheryl Koch

## ATTACHMENTS

Position Adjustment Resolution No.  
21759

# POSITION ADJUSTMENT REQUEST

NO. 21759  
DATE 9/25/2015

Department Probation

Department No./

Budget Unit No. 0308 Org No. 3003 Agency No. 30

Action Requested: ADOPT Position Adjustment Resolution No. 21759 to add one Network Administrator I (LNSA) position (represented) and cancel one vacant Network Analyst I (LBVA) position (represented) number 15789.

Proposed Effective Date: 10/14/2015

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$0.00

Net County Cost \$0.00

Total this FY \$0.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Salary schedule is the same for both positions. No NCC.

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Danielle Fokkema

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

VT for TME

9/28/2015

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/1/2015

Add one (1) Network Administrator I (LNSA) (represented) position at salary plan and grade ZA5 1694 (\$5,956 - \$7,239) and cancel one (1) Network Analyst I (LBVA) (represented) position number 15789 at salary plan and grade ZB5 1694 (\$5,956 - \$7,239)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ \_\_\_\_\_(Date)

Fina Prak, Human Resources Consultant

10/1/2015

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

10/6/2015

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: \_\_\_\_\_

Timothy Ewell

\_\_\_\_\_  
(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 10/6/2015

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: Mark Peterson, District Attorney  
Date: October 13, 2015

Subject: Amend Position Adjustment Resolution No. 21748 to Correct Effective Date to October 22, 2015

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 21748A to change the effective date from October 19, 2015 to October 22, 2015 to reduce the hours of one (1) Deputy District Attorney - Basic Level, position # 13492 from full-time (40/40) to part-time (20/40) in the District Attorney's office.

**FISCAL IMPACT:**

No Fiscal Impact.

**BACKGROUND:**

This item went to the Board of Supervisor on September 22, 2015 with an effective date of October 19, 2015. The correct effective date should be October 22, 2015. Failure to amend this effective date will result in the employee not receiving appropriate pay and accruals for the intervening period.

The attached P300 No. 21748A highlights the changes from the original P300 No. 21748. Date reference prior to October 8, 2015 in that document reflect the original submission.

**CONSEQUENCE OF NEGATIVE ACTION:**

The change in hours will not be consistent with the employee's planned change in schedule.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

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

Contact: Cherie Mathisen  
925-957-2234

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

P300 No. 21748A



## POSITION ADJUSTMENT REQUEST

NO. 21748A  
DATE 9/22/2015

Department District Attorney Department No./  
Budget Unit No. 0242 Org No. 2805 Agency No. 42  
Action Requested: Reduce the hours of one (1) Deputy District Attorney - Basic Level (2KTF) (represented) position # 13492 from full-time (40/40) to part-time (20/40) in the District Attorney's office.

Proposed Effective Date: 10/5/2015

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 (\$89,533.00)

Net County Cost (\$89,533.00)

Total this FY (\$22,383.00)

N.C.C. this FY (\$22,383.00)

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

Cherie Mathisen

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Timothy M. Ewell

9/14/2015

Deputy County Administrator

Date

### HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/15/2015

Decrease the hours of one (1) Deputy District Attorney - Basic Level (2KTF) (represented) position # 13492 from full-time (40/40) to part-time (20/40)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☐ Day following Board Action.

☒ 10/22/2015 (Date)

L. Lopez

10/8/2015

(for) Director of Human Resources

Date

### COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/8/2015

- ☒ Approve Recommendation of Director of Human Resources  
☐ Disapprove Recommendation of Director of Human Resources  
☐ Other: \_\_\_\_\_

Timothy M. Ewell

(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:



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 13, 2015

Subject: 2015-16 Quality Rating and Improvement System (QRIS) grant

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment & Human Services Department Director, or designee, to accept funding from Contra Costa County Office of Education, in an amount not to exceed \$400,000 for Quality Rating and Improvement System during the term July 1, 2015 through June 30, 2016.

**FISCAL IMPACT:**

100% grant funding  
Contra Costa County Office of Education  
No County match

**BACKGROUND:**

The Department's Community Services Bureau (CSB) submitted a grant application to Contra Costa County Office of Education to receive funding to implement a Quality Rating System through stipends for the Ambrose, Balboa, Bayo Vista, Brookside, Contra Costa College, George Miller, George Miller III, Las Deltas, Lavonia Allen, Los Arboles, Los Nogales, Marsh Creek, Riverview and Verde childcare sites. Stipends will be used to fund professional growth training for staff to implement the Quality Rating and Improvement System program.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☒ 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: October 13, 2015

Contact: CSB (925)  
681-6304

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

By: , Deputy

cc: Jagjit Bhambra, Janissa Rowley, Cassandra Youngblood

#### BACKGROUND: (CONT'D)

The stipends are awarded to child care centers to improve the quality services through enhanced professional development for staff and updated, improved site materials. The stipends will be given out on a per classroom basis. The site supervisors, under the direction of Community Services Bureau Assistant Directors, will determine what specific site materials, such as play equipment or educational toys, will be purchased.

Professional development stipends will be distributed to selected classrooms, not to individuals, to fund site-based training for classroom staff.

Selection of site award is determined by which sites have NAEYC (National Association of Education of Young Children) and/or PMD (Preschool Makes a Difference) designations. The CSB Director will make final decisions regarding stipend allocations. Allocation will be based on site designation, size of center population, and professional learning needs as determined through assessment.

#### CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the department will not receive funding to implement Quality Rating System components.

#### CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment & Human Services Department's Early Head Start program supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: October 13, 2015

Subject: Apply for and Accept a State of California Office of Traffic Safety Avoid Program Grant

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to apply for and accept the State of California, Office of Traffic Safety Avoid Program Grant in an amount not to exceed \$150,000 for the period October 1, 2015 through September 30, 2016.

**FISCAL IMPACT:**

No County Costs. \$150,000; 100% State of California (CFDA 20.608).

**BACKGROUND:**

The Office of the Sheriff began leading the multi-jurisdictional driving under the influence (DUI) enforcement campaigns in 2000 under the "Avoid the 25" Program utilizing funds provided through a State of California Office of Traffic Safety grant.

The "Avoid the 25" grant will help to fund a comprehensive, multi-agency, impaired-driver program that focuses on aggressive traffic law enforcement and public education. This program is designed to decrease the number of DUI related traffic collisions and fatalities by increasing the number of DUI arrests. Additionally, the "Avoid the 25" program is intended to reduce collisions and fatalities through greater public awareness

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☒ 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: October 13, 2015

Contact: Jody Sicheneder,  
335-1549

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and education from media coverage of the program.

The program has proven to be effective in three other Bay Area counties, and has resulted in an increase in DUI arrests with a reduction in DUI related collisions.

CONSEQUENCE OF NEGATIVE ACTION:

The department will not be able to apply for or accept the grant. This would result in a budget shortfall for fiscal year 2015/16.

CHILDREN'S IMPACT STATEMENT:

No impact.



**Contra  
Costa  
County**

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: October 13, 2015

Subject: Consulting Services Agreements with Interactive Resources, Robinson Mills + Williams, and Noll & Tam Architects for As-Needed Architectural Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with each of Interactive Resources, Inc., Noll & Tam Architects, and Robinson Mills + Williams, each in an amount not to exceed \$500,000 to provide as-needed architectural services for various facilities projects for the period of October 13, 2015 through October 13, 2018 (with a one-year extension option), which may be extended to October 13, 2020, if elected by the Public Works Director.

**FISCAL IMPACT:**

100% various funds. Projects will be assigned to the as-needed architects when there is an approved project and funding. Having these as-needed services agreements in place will save the County time and money when compared to the time and expense involved in conducting a consultant selection process on a project-by-project basis.

**BACKGROUND:**

The purpose of the as-needed services agreements is to provide architectural services for various County facilities

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 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 Division Manager, PW CPM Clerical, Auditor's Office, County Counsel's Office, County Administrator's Office, County Administrator's Office

#### BACKGROUND: (CONT'D)

projects as they occur during the agreement period. When the Public Works Department receives a project request, it will be determined at that time whether or not it would be prudent to utilize one of the as-needed architects. The as-needed architects will provide typical architectural services, such as programming, design, and construction administration. The types, sizes, and locations of projects will vary. Typical projects may include remodels, tenant improvements, additions, modernization, mechanical, electrical, and plumbing upgrades, and code-related improvements. Projects may also include investigations, studies, and reports. Some of the anticipated projects include those identified in the County's facilities life-cycle investment program ("FLIP") under the recent budget allocation for capital projects and deferred maintenance. Having these as-needed agreements in place will allow the design phase to commence sooner and provide for a shorter project completion schedule.

Interactive Resources, Inc., Noll & Tam Architects, and Robinson Mills + Williams were selected through a competitive qualifications-based selection process. The Public Works Department requested Statements of Qualifications ("SOQs"), and received 28 SOQs, and ten firms were short-listed. A selection committee comprised of County staff conducted interviews and ranked the short-listed firms. It is recommended that the above firms, who are the three highest ranked firms, be awarded the agreements and that the as-needed agreements be approved at this time. The agreements include a one year extension option that can be exercised by the Public Works Director if she chooses.

#### CONSEQUENCE OF NEGATIVE ACTION:

If the agreements are not approved, the County will not be able to take advantage of the time and cost savings possible through the utilization of as-needed architectural services agreements.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 13, 2015

Subject: Amendment Agreement #28-706-17 with Public Health Foundation Enterprises, Inc

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Amendment Agreement #28-706-17, including mutual indemnification, with Public Health Foundation Enterprises, Inc., a nonprofit organization, effective July 1, 2015, to increase the amount payable to County by \$16,835 from \$22,466 to a new total of \$39,301, to continue supporting the Emerging Infections Program - Retail Foods Project with no change in the original term of January 1, 2015 through July 31, 2015.

**FISCAL IMPACT:**

The Amendment will result in an increase of \$16,835 in funding by the Centers for Disease Control and Prevention Cooperative Grant for the Emerging Infections Program through the Public Health Foundation Enterprises, Inc. (No County match required)

**BACKGROUND:**

The National Antimicrobial Resistance Monitoring System (NARMS) for Enteric Bacteria was established in 1996 to monitor bacterial resistance, specifically, the resistance among Salmonella and other enteric bacteria. The 17 participating state health departments forward

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Daniel Peddycord (925)  
313-6712

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

By: , Deputy

cc: jpigg, N Rios



BACKGROUND: (CONT'D)

every tenth human Salmonella isolate to CDC for antimicrobial susceptibility testing.

The CDC is requesting that additional Emerging Infections Program (EIP) sites participate in the study of foodborne bacteria. Such bacteria is not uncommon and often is associated with the use of antimicrobial agents in food animals, especially in retail food. This study will assist in generating a database that may be utilized to augment the development of intervention programs to stem the high prevalence of antimicrobial resistance in the meal and poultry food supply. The goal of the study is to determine the prevalence of anti-microbial resistance among Salmonella, Campylobacter, E.coli and enterococci isolated from a sample of chicken, ground turkey, ground beef and pork chops purchased from selected grocery stores in the catchment area of the California EIP FoodNet site. This will include samples collected from Contra Costa, Alameda and San Francisco County retail grocery stores.

Approval of this Amendment Agreement #28-706-17 will allow additional funding to continue supporting the Emerging Infections Program - Retail Foods Project, through July 31, 2015. This Agreement includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, The County will not receive the additional funds to continue provide services for the Emerging Infections Program - Retail Foods Project.

CHILDREN'S IMPACT STATEMENT:

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 13, 2015

Subject: APPROVE a contract with Cintas Corporation No. 2 d/b/a Cintas Fire Protection

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Cintas Corporation No. 2 (dba Cintas Fire Protection), in an amount not to exceed \$400,000.00 to maintain and certify fire sprinkler systems at all County facilities, for the period June 1, 2015 through May 31, 2018, Countywide.

**FISCAL IMPACT:**

This cost is to be funded through Facilities Services budget. (100% General Fund)

**BACKGROUND:**

Public Works Facilities Services is responsible for maintaining and certifying fire sprinkler systems at all County facilities. Facilities staff is not certified to conduct five (5) year fire sprinkler certifications. As these certifications are required, we historically sublet them to outside vendors. There are also several large scale maintenance projects that Facilities expects to complete this year. As bid on Bidsync # 1503-128, Cintas Corporation No. 2 (dba Cintas Fire Protection) was one of three vendors awarded this work. This request is for a three (3) year contract.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 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 contract is not approved, fire sprinkler repair and certification services with Cintas Corporation No. 2 (dba Cintas Fire Protection) will be discontinued.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 13, 2015

Subject: Contract #26-785-1 with Urmila Bajpai-Pillai, M.D.

---

**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-785-1 with Urmila Bajpai-Pillai, M.D, an individual, in an amount not to exceed \$810,000, to provide rheumatology care at Contra Costa Regional Medical Center and Health Centers (CCRMC) for the period from November 1, 2015 through October 31, 2018.

**FISCAL IMPACT:**

This Contract is funded 100% Hospital Enterprise Fund I. (Rate increase)

**BACKGROUND:**

On December 3, 2014 the Board of Supervisors approved Contract #26-785 with Urmila Bajpai-Pillai, M.D. for the provision of rheumatology care including, but not limited to clinic coverage, consultation, training and medical and/or surgical procedures at CCRMC, through October 31, 2015. Approval of Contract #26-785-1 will allow the Contractor to continue to provide rheumatology care at CCRMC through October 31, 2018.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, patients requiring rheumatology care will not have access to Contractor's services.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Samir Shah, M.D.,  
925-370-5525

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

By: , Deputy

cc: K Cyr, N Rios

CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: Jessica Hudson, County Librarian  
Date: October 13, 2015

Subject: STEAMbank Software and Services Agreement - Quipu Group, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Librarian, or designee, to execute a software and services agreement with Quipu Group, LLC, including modifications to the County's standard General Conditions, in an amount not to exceed \$85,000, to develop STEAMbank, an online learning enrichment tool to increase student academic success in STEAM (science, technology, engineering, arts, and mathematics) for the period July 1, 2015 through June 30, 2016.

**FISCAL IMPACT:**

100% California State Library - Library Services and Technology Act (LSTA) Grant.

**BACKGROUND:**

The Library was awarded a Library Services and Technology Act grant in the amount of \$100,000 from the California State Library to develop STEAMbank, an online learning enrichment tool to increase student academic success in STEAM (science, technology, engineering, arts, and mathematics) topics, for the period of July 1, 2015 through June 30, 2016. The Library in partnership with STEAM program providers including other area libraries and the Lawrence Hall of Science, proposes to develop STEAMbank, an online tool allowing students in grades 9-12 to report on their participation in STEAM enrichment activities to enhance their academic portfolios. Students in San Ramon, Oakland, Livermore, Dublin and Pleasanton will serve as the pilot group. Students will use STEAMbank to track their participation in educational activities outside school. Educators will use STEAMbank to identify learning opportunities and to create curriculum in the classroom. Partners will use STEAMbank to increase awareness of learning opportunities for students across both formal and informal settings including afterschool and

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Jessica Hudson,  
646-6423

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

By: , Deputy

cc:

#### BACKGROUND: (CONT'D)

classroom-based programs, as well as summer enrichment activities.

The overall exposure to STEAM programs within the community will help students engage in and envision themselves in STEAM career pathways. The STEAMbank project addresses several action areas identified in the 2014 California Superintendent of Public Instruction STEM Task Team report, "INNOVATE: a Blueprint for Science, Technology, Engineering, and Mathematics in California Public Education", including increasing public awareness of, access to, and number of STEM experiences through community partnerships and informal, formal and digital pathways. STEAMbank also extends into Arts programming which also meet Common Core and Career Technical Education standards.

This project supports the Library Strategic Plan goal to successfully promote the library's value, programs and opportunities to the community; and for championing community engagement in literacy and reading to enrich lives.

This Agreement includes modification to the General Conditions, Section 20.1.3 (Cyberinsurance), which has been deleted in its entirety.

#### CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Library would be unable to develop and implement the online program to increase STEAM engagement with schools, museums, other libraries and students.

#### CHILDREN'S IMPACT STATEMENT:

STEAMbank meets the Children's Report Card outcomes of Children Ready for and Succeeding in School and Communities that are Safe and Provide a High Quality of Life for Children and Families. STEAM programs outside of school reinforce classroom instruction for students, thereby increasing their chances to succeed in school. STEAM-related activities outside the classroom enhance life skills and inspire future career choices for students. By experiencing activities at libraries, museums and other partner agencies, children and families will be exposed to high quality science and cultural programming that will stay with them for years to come.



**Contra  
Costa  
County**

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: October 13, 2015

Subject: Contract with The Watershed Project for NPDES permit compliance technical assistance, Countywide. Project No. 7517-6W7216

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an on-call contract with The Watershed Project, in the amount of \$250,000, to provide technical assistance and support to meet Contra Costa County's obligations under the California Regional Water Quality Control Board Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit No. CAS612008, for the period beginning September 18, 2015 through September 17, 2018, Countywide. (100% Stormwater Utility Assessment Revenue Funds)

**FISCAL IMPACT:**

This contract is funded by Stormwater Utility Assessment revenue (100%).

**BACKGROUND:**

This contract is for The Watershed Project to provide on-call services in the form of technical assistance and support to meet Contra Costa County's obligations under the California Regional Water Quality Control Board Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit No. CAS612008. Public Works staff, on behalf of the County, will contact the contractor as necessary to identify the task and determine the cost and schedule.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Dan Jordan, (925)  
313-2023

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

By: , Deputy

cc: Mike Carlson, Flood Control, Cece Sellgren, Flood Control, Dan Jordan, Flood Control, Catherine Windham, Flood Control



CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of this contract by the Board of Supervisors, the County will be unable to meet its obligations under the California Regional Water Quality Control Board Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit No. CAS612008 and be subject to fines and other penalties from the state of California.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 13, 2015

Subject: Contract #26-749-1 with Stanford Health Care

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-749-1 with Stanford Health Care, a nonprofit corporation, including mutual indemnification, in an amount not to exceed \$15,000, for the provision of outside clinical laboratory services for Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC), for the period from July 1, 2015 through June 30, 2016.

**FISCAL IMPACT:**

This Contract is 100% funded by Enterprise Fund I. As appropriate, patients and third party payors will be billed for services.

**BACKGROUND:**

Certain laboratory tests require equipment not available at Contra Costa Regional Medical Center's laboratory and are rarely requested tests. Because of the large number and diversity of laboratory tests used by the medical community to make diagnoses, most hospitals have to utilize outside laboratories, as it is too cost prohibitive to provide all tests on site. Contra Costa County has used the services of outside laboratories for over twenty-five years. Under Contract #26-749-1 will allow the Contractor to continue to provide outside clinical laboratory services, through June 30, 2016.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Anna Roth, 925  
370-5101

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

By: , Deputy

cc: T Scott, N Rios

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients needing specialized laboratory testing at CCRMC will not have access to Contractor's services, which may result in a reduction in the levels of service to the community.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

To: Board of Supervisors  
 From: William Walker, M.D., Health Services Director  
 Date: October 13, 2015



Contra  
 Costa  
 County

Subject: Clarification of June 9, 2015 Board Order Item #C.121 with Contra Costa ARC

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**RECOMMENDATION(S):**

APPROVE clarification of Board action of June 9, 2015 (C.121), which authorized a contract amendment with Contra Costa ARC, regarding outreach and education services for the Department's California Children Services (CCS) Program. The June 9, 2015 Board Order incorrectly stated the term date as July 1, 2014 through June 30, 2016. This Board Order clarifies that the contract term dates should have been stated as July 1, 2014 through June 30, 2016, and should have requested a term extension from June 30, 2015 to June 30, 2016. (42% Packard and Kaiser Grants, 53% Federal and State California Children's Services and 5% County Funds)

**FISCAL IMPACT:**

This amendment is funded 42% Packard and Kaiser Grants, 53% Federal and State California Children's Services and 5% County funds. (No rate increase)

**BACKGROUND:**

On June 9, 2015, the Board of Supervisors approved Contract Amendment #22-817-20 with Contra Costa ARC, to increase the

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
 COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Cynthia Belon, (925)  
 957-5201

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

By: , Deputy

cc: T Scott, N Rios

**BACKGROUND: (CONT'D)**

payment limit by \$82,430 from \$65,213 to a new payment limit of \$147,643, to provide outreach and education services for the Departments' California Children Services (CCS) Program, with no change in the original term of July 1, 2014 through June 30, 2016, however the term should have read, to extend the term from June 30, 2015 through June 30, 2016. The purpose of this Board Order is to correct the error to extend the term from June 30, 2015 through June 30, 2016 to allow the Contractor to continue providing outreach and education services for the Department's California Children Services (CCS) Program.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this correction is not approved, the Contractor will not be able to provide services for the period from July 1, 2015 through June 30, 2016 as was intended by the parties.

**CHILDREN'S IMPACT STATEMENT:**

Not applicable.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 13, 2015

Subject: Payments for Services Provided

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**RECOMMENDATION(S):**

APPROVE AND AUTHORIZE the Auditor-Controller, or his designee, to pay the following amounts to providers for services rendered to the Health Services Department, as recommended by the Health Services Director.

Advanced Medical Personnel Services Inc., a corporation, for the provision of temporary speech, physical and occupational therapist services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC) during the period of June 1, 2015 through June 30, 2015 in the amount of \$14,908. (100% Hospital Enterprise Fund I)

Dennis McBride, M.D., an individual, for the provision of primary care physician services at County's Adult and Juvenile Detention facilities during the period of August 1, 2015 through August 31, 2015 in the amount of \$10,120. (100% Hospital Enterprise Fund I)

**FISCAL IMPACT:**

100% Hospital Enterprise Fund I.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: William Walker,  
925-957-5403

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

By: , Deputy

cc: K Cyr, N Rios

#### BACKGROUND:

Advanced Medical Personnel Services, Inc. provided speech, physical and occupational therapist services at Contra Costa Regional Medical Center and Contra Costa Health Centers (CCRMC) during the period of July 1, 2014 through June 30, 2015. Services were requested and provided beyond the payment limit of the contract. At the end of the contract period, charges of 1,187,908 had been incurred, of which \$1,173,000 had been paid pursuant to the contract limits. The additional services were provided in June of 2015. Advanced Medical Personnel Services, Inc. has not been paid for the additional services provided above the contract limits, which amount to \$14,908.

Dennis McBride provided primary care physician services at County's Adult and Juvenile Detention facilities during the period September 1, 2013 through August 31, 2015. However, due to increases in caseload, his services were utilized more than the original projection and beyond the payment limit of the contract. At the end of the contract period, charges of \$560,120 had been incurred, of which \$550,000 had been paid pursuant to the contract limits. The additional services were provided in August of 2015. Dennis McBride has not been paid for the additional services provided above the contract limits, which amount to \$10,120. All of the excess services were rendered before the Department was aware that the contract limits had been reached.

Because the contract limits have been reached for both contractors, the Department cannot pay these providers under the contracts for the additional services they rendered. The providers are nonetheless entitled to payment for the reasonable value of their services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover the reasonable value of those services. Because the Health Services Department requested the additional services and the contractors provided the services in good faith, with the full expectation and understanding that they would receive payment for those services, the contractors have a right to claim the reasonable value of the services they provided above the contract limits. As such, the Department recommends that the Board of Supervisors authorize the Auditor-Controller to issue a one-time payment to each contractor in the amounts listed above. The Department will make every effort to ensure that this situation does not occur in the future. The Health Services Finance Division plans to begin monitoring service provider workloads.

#### CONSEQUENCE OF NEGATIVE ACTION:

The service providers will not be paid for services rendered to the Health Services Department.

#### CHILDREN'S IMPACT STATEMENT:

Not applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: William Walker, M.D., Health Services Director  
Date: October 13, 2015

Subject: Interagency Agreement #23-228-11 with Moraga-Orinda Fire Protection District

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**RECOMMENDATION(S):**

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #23-228-11 with the Moraga-Orinda Fire Protection District, an independent fire protection district, in an amount not to exceed \$92,748, to provide prehospital emergency medical paramedic first responder services and emergency ambulance services, for the period October 1, 2015 through September 30, 2016.

**FISCAL IMPACT:**

This Contract is funded 100% by Measure H. (No rate increase)

**BACKGROUND:**

Moraga Fire Protection District has provided paramedic ambulance services in Emergency Response Area 3 continuously since 1971 and has provided this service at the paramedic level since initiation of paramedic services in Contra Costa County in 1977. In July 1997, Moraga and Orinda Fire Districts consolidated into one new district.

On July 10, 2012, the Board of Supervisors approved Interagency Agreement

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Patricia Frost (925)  
313-9554

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

By: , Deputy

cc: J Pigg, N Rios



**BACKGROUND: (CONT'D)**

#23-228-9 (as amended by Contract Amendment Agreement #23-228-10) with Moraga-Orinda Fire Protection District, to provide Prehospital Emergency Medical Paramedic First Responder services and Emergency Ambulance services, for the period from October 1, 2012 through September 30, 2015.

Approval of Interagency Agreement #23-228-11 will allow Moraga-Orinda Fire District to continue providing services through September 30, 2016, including mutual indemnification to hold each party harmless for any claims arising out of the performance of this contract.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, Prehospital Emergency Medical Paramedic First Responder and Emergency Ambulance services will not be provided by Moraga-Orinda Fire District.

**CHILDREN'S IMPACT STATEMENT:**

Not Applicable



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services  
Date: October 13, 2015

Subject: 2015/2016 Employment & Human Services Community Services Bureau Planning Calendar

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**RECOMMENDATION(S):**

ACCEPT Employment & Human Services Department Community Services Bureau 2015-2016 Planning Calendar.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Head Start Performance Standard 1304.51(a) mandates that the Head Start grantee develop a plan for program operations; and, this plan be reviewed and approved by the Head Start governing body. The Board of Supervisors is Contra Costa County Head Start's governing body.

This board order accepts the 2016 planning calendar for the Community Services Bureau, covering milestones for various Head Start and Community Action programs for the year. The planning calendar was approved by the Head Start Policy Council on September 26, 2015.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, Department will not be in compliance with Head Start regulations.

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☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

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Action of Board On: **10/13/2015** ☒ 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: October 13, 2015

Contact: CSB (925)  
681-6304

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

By: , Deputy

cc: Jagjit Bhambra, Eric Pormento

#### CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

#### ATTACHMENTS

CSB Planning Calendar

# 2015-16 CSB Planning Calendar

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Community Assessment (Jagjit) 2014-16 Major update every 3 years	Prepare Community Assessment Updates Narrative for Continuation Grants	→	Action: Submit Executive Summary with HS/EHS Continuation Grant				Begin researching Community Assessment updates	→
			Share Executive Summary with staff					
Strategic Planning (Camilla)	Present new strategies to staff and governing bodies	Ongoing communication to staff regarding the process	→				Semi-annual updates	
	Meet with team leads			Meet with team leads	→	→	Meet with team leads	
Program Information Report (Carolyn N.)	Quarterly Meeting CSB & FBHS	Upload PIR by August 31st	Submit to BOS in CAO Report; Present at SAM, Sr. Mgmt. & Cluster Mtgs	Quarterly Meeting CSB & FBHS	Present to Policy Council		Quarterly Meeting CSB & FBHS	
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Planning Calendar (Jagjit)						Request Planning Calendar updates from Senior Management leads (as assigned/update assignments)	Leads review and update sections	Present Planning Calendar to PC Program Services Subcommittee as part of grant process presentation
							Send to SAM for review by the 31st	

## 2015-16 CSB Planning Calendar

Annual Report (Christina)						Begin Annual Report process and gather content	Continue Annual Report process and gather content (Begin December)	→
Annual BOS Update Meetings (Camilla)				Schedule & conduct annual BOS meetings				
Vacation Communication (Monique)			Vacation request due for 4th quarter			Vacation request due for 1st quarter 2016		
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
CSB Monthly BOS/CAO Reports (Christina)	Monthly report to BOS/CAO	→	→	→	→	→	→	→
Service Plans and Policies & Procedures (Jagjit)	Conduct annual staff training on Service Plans and P&P's				Distribute assignments to Senior Managers/CS Managers Review Team	→	ASAIII to receive submissions	Enlist PC Subcommittee for review/ input to Service Plans and P&P's
Ongoing Monitoring (Carolyn N.)	1st Period	→	→	→	→	→	2nd Period	→

# 2015-16 CSB Planning Calendar

	→	Present 2nd Period Semi-Annual Report to PC, CAO, ACF, Senior Managers, Site Supervisors, CS Managers, Partners, and staff						Present 1st Period Semi-Annual Report to PC, CAO, ACF, Senior Managers, Site Supervisors, CS Managers, Partners, and staff
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Ongoing Monitoring Cont. (Carolyn N.)	→							
Continuation Grants (Erika) FY 2016 year 5 of 5 year cycle	Conduct grant writing process with assigned team members (including: Goals & Objectives)	→	Action: Request PC approval for submission of full HS & EHS grants including: Budgets and Goals & Objectives	Present Grant Cycle process overview to PC at orientation	Action: Request PC approval for Planning Calendar			
			Upload grants through HSES					

## 2015-16 CSB Planning Calendar

	Present to PC Program Services Sub-committee draft grant contents: G&O, budget, summaries & narratives		Action: Request BOS approval for full HS & EHS grants including: Budgets and G&O's		Action: Request BOS approval for Planning Calendar			
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Continuation Grants Cont. (Erika)		Announce Continuation Grant to PC, including year-end monitoring results (CSB Director's Report)						
							G/O Updates semi-annual report disseminated to staff, Department Director, PC, and BOS	
Parent, Family, and Community Engagement (PFCE) (Pam)	Monthly Male Involvement Meeting	→	→	→	→	No Meeting	→	→
	Data collection of top family needs for SAM report to Camilla		Analysis of top family needs	Data collection of top family needs for SAM report to Camilla		Analysis of top family needs	Data collection of top family needs for SAM report to Camilla	
	Parent Involvement Officers Monitoring	→	→	→	→	→	→	→
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY

# 2015-16 CSB Planning Calendar

PFCE Cont. (Pam)		Center elections of Parent Committee and PIO officers						
			Family Newsletter			Family Newsletter		
	Distribute Family Handbook		Parent Interest & Volunteer Surveys	Voter registration every 2 years				
			1st Family Partnership Agreements (Due 90 days- September 30th)	Family Develop- ment Credential Training				
			Pedestrian Safety Training (Required Parent Meeting Topic)	Recruit PC Subcommit- tee members			Kindergarten Transition (required Parent Meeting topic)	
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
PFCE Cont. (Pam)								



## 2015-16 CSB Planning Calendar

Self-Assessment (Ericka R.)				Recruit PC Self-Assessment Sub-committee	Begin Self-Assessment process planning		Identify sites and classrooms for assessment	Conduct self-assessments (CSB/FBHS)
					Present process to PC and broaden sub-committee membership		Develop self-assessment schedule and send out notification	Daily debriefings during 2 weeks
							Form self-assessment teams for review at CSB and Delegate agency sites	Corrective Action Plan (if needed)
							Train community volunteers/PC Sub-committee members	
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
CDE Contracts (Jagjit)	Monthly CDFS fiscal Report	→	→	→	→	→	→	→
		Interim Fiscal Audit		Interim Fiscal Audit	Management Bulletin for Refunding Application	Application due for CDE refunding application		
				CDE rosters due				

## 2015-16 CSB Planning Calendar

				Management Bulletin for application for CDE refunding				
LIHEAP/DOE (Jagjit)	→	LIHEAP/WAP site monitoring visit by CSD	LIHEAP Outreach	Start LIHEAP/DOE Contract with the State for 2015			LIHEAP Contract	
Mental Health Services (Ana)		MH Refresher Trainings for teachers and Comp. Services		MH Refresher Training for Partners and Home Based				
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Mental Health Services Cont. (Ana)		Clinician training and orientation						
Disabilities (Ana)	System of CARE meeting		System of CARE meeting		System of CARE meeting		System of CARE meeting	
	Northern California HS/EHS Cluster Meeting Sacramento		SELPA			RCEB triannual MOU	Northern California HS/EHS Cluster Meeting Sacramento	
		Special Needs Refresher Training for Teachers and Comp. Services	Triannual MOU	Online disabilities training modules		Collect Special Needs Training documentation/HR assistance	ACF/CAO Mid Year Report of Enrollment of children with Disabilities	Early Intervention Training for HS staff

# 2015-16 CSB Planning Calendar

Education Services/ Annual State Requirements/ Child Development (Janissa/ Ron)			DRDP Assessment			DRDP-2015, ECERS, ITERS analysis and action plan	Conduct Parent Survey	Tally and analyze Parent Survey
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Head Start	Ready to learn (PD/PY in August)	Pre-service PD/PY and Homebase	Back To School Night, and Pedestrian Safety: PD/PY and HB begins			Project Approach, Winter Festival		
					Annual Parent and Community Center Beautification Workday			
Early Head Start	Ready to Learn/PITC Welcoming a Child to a New Child Care Setting		Back to School Night and Pedestrian Safety	→		Winter Festival, PITC: More than just routine		PITC Culture and Family
Initiatives				CLASS observer reliability training			Library Initiative	Submit CG3 for WOTYC and BOS proclamation
Preschool and Infant/ Toddler State Requirements							ERS Updates; review parent survey results and share with Senior Mgmt	
							Conduct Parent Survey	
School Readiness (SR) Goals	Final update of SR Goals and draft new goals	→						
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY

2015-16 Planning Calendar for Community Services Bureau

Approved by Policy Council -

Approved by Board of Supervisors -

## 2015-16 CSB Planning Calendar

School Readiness (SR) Goals (Cont.)		Present new SR Goals to PC Sub-committee	Present final update of SR Goals to PC, BOS, Mgt, Staff	New SR Goals shared with staff	Present new SR Goals to PC w/ 1st quarter update			
IT and PS DRDP 2015			Final DRDP outcomes report to PC, BOS, ACF, Senior Mgt, & all staff				First DRDP outcomes report to PC, BOS, ACF, & Senior Mgt	
							2nd DRDP Due	
Health Services (Carolyn J.)	CSU East Bay Nursing Student Health & Safety Module Presentation at selected sites	→	→	→	→	→	→	→
				Lead Prevention project training site participation			Integrated Management Pestec training	
	ELKS Vision Screening at sites	→	→	→				
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Health Services Cont. (Carolyn J.)		Strategies for Healthy Smiles on site visits	→	→		Give Kids a Smile Day Planning Meetings with Contra Costa Dental Society, Children's Oral Health Program and Strategies for Healthy Smiles	Give Kids a Smile Day Preparation and Implementation of GKSD Plan every day in month of January	Give Kids a Smile Day Event (2nd and 4th Fridays of the month of February)

# 2015-16 CSB Planning Calendar

	Tobacco Coalition Meeting		Tobacco Coalition Meeting		Tobacco Coalition Meeting		Tobacco Coalition Meeting	
		Immunization and CAIRS Training with Public Health	Training State Immunization report to County Communicable Disease program	Send Downloads to IZ Department				
				Health and Nutrition Services Advisory Committee Meeting and Luncheon				
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Health Services Cont. (Carolyn J.)	Northern California HS/EHS Cluster Meeting Sacramento						Northern California HS/EHS Cluster Meeting Sacramento	
	CHDP MOU	Strategies for Healthy Smiles MOU				CSUEB MOU		
		Universal Precautions refresher training					Breath-mobile Asthma training - staff	
	John Muir and Ronald McDonald dental vans to sites	→	→	→	→	→	→	→

# 2015-16 CSB Planning Calendar

						John Muir Health Child Safety Coalition Planning Meeting - Child passenger restraints	Car Seat Safety Check for GKSD Training, Inventory, Cleaning and Purchasing	
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Health Services Cont. (Carolyn J.)	Seven "C" monthly meeting plus 3 round table meetings per month	→	→	→	→	→	→	→
		Health content area refresher training - Teachers, Comp. Services & Site Supervisors	Health content area refresher training - Home Base & Partners					
	Oral health distribution - home visits and sites for the new school year			Oral health distribution			Oral health distribution	
	Asthma Breath-mobile services on site	→	→	→	→	→	→	→
	→	→	→	→	→	→	Health Replenishment project - county wide	Health supply orders
		Vision screening training w/CHDP		Hearing screening training w/CHDP		Vision screening training w/CHDP		Replenishment
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY

## 2015-16 CSB Planning Calendar

Child Nutrition (Sophia)	CACFP Contract Renewal							
	Collection of CACFP Enrollment Documents	Collection of CACFP Enrollment Documents	Collection of CACFP Enrollment Documents	Collection of CACFP Enrollment Documents				
	→	→	→	EHS & HS Health & Nutrition Services Advisory meeting	→	→	Monthly Nutrition Services Policy Council Sub-committee Meeting	→
	Northern California Regional Cluster Meeting	CACFP Annual Refresher Training on requirements and selected topics for Site Supervisors and Kitchen staff	Hunger Awareness Month				Northern California Regional Cluster Meeting	
	Families CAN	FNPC meeting	Families CAN	FNPC meeting	Families CAN		Families CAN (Coalition for Activity and Nutrition)	FNPC (Food Nutrition Policy Consortium) Meeting
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Child Nutrition Cont. (Sophia)				Healthy and Active Before 5 Leadership Council Meeting				
		COPTF		COPTF		COPTF		San Pablo City COPTF (Childhood Obesity Task Force)

# 2015-16 CSB Planning Calendar

			National Child Obesity Awareness Month	National Food Day - October 24th				
Transitions: Into, Throughout & Out of Program (Janissa)	Ready to Learn	→					Parent Meeting on Kindergarten Readiness	→
							Kinder-garten Registration	→
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Eligibility, Recruitment, Selection, Enrollment, Attendance (ERSEA) (Carolyn N.)	→	→	→	→	→	→	Monthly - Month End Enrollment report to HSES by the 7th & Purge Protocol Completed by the 5th	→
	→	→	→		Hold selection Criteria meeting with staff, parents, and Program Services Sub-committee		Review/ Revise recruitment materials	PC & BOS approves selection criteria and recruitment plan
	→	→	PD/PY Classes begin					New Federal Income Guidelines issued



## 2015-16 CSB Planning Calendar

			30-day full enrollment checks and reports on Tuesdays and Thursdays					Issue date for cut-off of new enrollments in the PD/PY Head Start program due to 60-day rule
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
ERSEA Cont. (Carolyn N.)								
Policy Council; Board of Supervisors; EOC (Pam/Christina)	2016/2017 Strategic Plan summary for EOC	No EOC Meeting			Make-up PC Orientation		PC Meeting; finalize subcommittees	EOC staff present legislative platform adopted by BOS to EOC
	No PC Meeting	PC Meeting on Wednesday August 17th Recognition of outgoing PC members	PC orientation (off-site) on Saturday September 26th	PC Meeting on October 21	PC Meeting on November 18th	No PC meeting	PC Meeting on January 20th	PC Meeting on February 17th
	No EOC Executive Committee meeting	EOC RFI/RFP process for 2016 CSBG subcontractor contracts	Election of EOC Executive Committee officers		Present the 2015 Annual Report to EOC	EOC network event (CAT's & subcontractors)		

# 2015-16 CSB Planning Calendar

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
PC/BOS/ EOC Cont. (Pam/ Christina)	EOC members begin subcon- tractor onsite monitoring	Continue subcon- tractor onsite monitoring	EOC subcom- mittee will review CSBG proposals for 2016 CSGB subcontractor contracts	EOC Fiscal Subcommit- tee review subcontractor awarded amounts		Submit 2015 EOC Annual Report to BOS		
	Present update on the Community Action Plan (CAP) to the EOC		Annual orientation of new EOC members Brown Act/Ethics training certificate due to the clerk of BOS (annually)	2016 Awarded Subcontractor presented to the EOC board				
	CHSA Policy Institute	CAP Annual Convention in San Francisco, CA		Election of new PC and EOC Executive Committee		Ethics/ Brown Act Video Training due	PC/EOC Facilitative Leadership Training	CHSA Conference
	PC/EOC orientation planning begins					NHSA Conference	Planning for PC/BOS/EOC Joint Training begins	
Facilities/ Center Health and Safety (Sung/Jay)			Certifica- tion for Playground Safety inspector expires every 4 years. Next due 2016	Emergency Prepared- ness Training and Great Shake Out Statewide Earthquake Drill				
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Facilities/ Center Health and Safety Cont. (Sung/Jay)	Quarterly deep cleaning EHS			Quarterly deep cleaning EHS			Quarterly deep cleaning EHS	
	Health & Safety Officer Committee Meeting			Health & Safety Officer Committee Meeting			Health & Safety Officer Committee Meeting	

## 2015-16 CSB Planning Calendar

Communica- tion (Christina)	Quarterly staff newsletter			Quarterly staff newsletter		Finalize & distribute communica- tions plans	Quarterly staff newsletter	
Human Resources and Personnel (Reni)	Monthly Personnel Tracking Reports	→	→	→	→	→	→	→
	Ongoing Personnel File Monitoring Including Partners	→	→	→	→	→	→	→
	Return-To- Work Letter to Laid off PD/PY staff (August 1st)		Chrono- logical Supervision & Progressive Discipline Training	CALPELRA Annual Conference			CSB Standards of Conduct	Action: Board Order to Layoff PD/PY Staff
	Program Information Report		LIC 500 to Licensing			LIC 500 to Licensing		
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
HR and Personnel Cont. (Reni)	Permit Expiration Notices to Staff					Permit Expiration Notices to Staff	CSB Protocol for Hourly Head Count and Transition Tracking training for staff	Permit Expiration Notices to Staff
			CSB/Local One Informa- tional Meeting			CSB/Local One Informa- tional Meeting	Risk Management Loss Control Report - Share w/Senior Mgmt	Meet & Confer Layoff PD/PY Staff
	Monthly Service Awards	→	→	→	→	→	→	→
	Perfor- mance Review notices		Perfor- mance Review notices		Perfor- mance Review notices		Perfor- mance Review notices	

# 2015-16 CSB Planning Calendar

		PD/PY Employees return				Positions Control Review		Warning Letter to Layoff to PD/PY Staff
Business Systems (Sung)		E-Rate Bear/472			E-Rate RFI	E-Rate from 470	E-Rate Form 471	E-Rate Form 471
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Business Systems Cont. (Sung)		Invoicing USAC/Service Provider for reimburse- ment		CLOUDS User Training	RFI for next year's technology needs	RFI for Tele- commu- nication/ Internet/ Internal Connection		Action: BOS approval for incoming funds
								Review Contract by County Counsel
Fiscal (Eric)	Fiscal Reports to PC & BOS	→	→	→	→	→	→	→
	CDE 4th Quarterly Report Due	Operating information in the Comprehen- sive Annual Financial	2015 Budget Input in GABI due to ACF	CDE 1st Quarterly Report Due	Audit Report due to State (CDE) by November 15th	County Single Audit Begins	CDE 2nd Quarterly Report Due	Salaries & Benefits Forecast System (SBFS) due
	State/County Fiscal Year Begins July 1st	End of the year budget adjustments due to Auditor Controller's Office	Schedule of Expendi- tures of Federal Awards due to Auditor Controller's Office				Current year's budget adjustments due to Auditor Controller's Office	
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY

# 2015-16 CSB Planning Calendar

Fiscal Cont. (Eric)	Stage 2 & CAPP reports due to CDE (20th of each month)	→	→	→	→	→	→	→
	County Year-End Close-Out begins: cut off for encumbrances adjustment deposit permit	County Year-End Close-Out continues: submission of journals, accruals, and deferrals to auditor's office		Child Development audit begins		Cut-off for encumbrance of HS/EHS 2015 funds	Annual financial status report SF - 425 due to ACF	
		CSBG report due to CSD (bi-monthly due on the 20th)		CSBG report due to CSD (bi-monthly due on the 20th)		CSBG report due to CSD (bi-monthly due on the 20th)	Head Start & Early Head Start Fiscal Year begins	CSBG report due to CSD (bi-monthly due on the 20th)
	Fiscal PC Subcommittee Meeting		→	→	→		→	→
	Semi-Annual financial status report SF-425 due to ACF	Finalize 2015 Operational and T & TA Budget for HS/EHS; 2015 Budget for PC discussion and approval				Indirect Cost rate Proposal due to US Dept. of Health & Human Services		
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Record Keeping and Recording (Carlos)	Annual County Equipment Inventory Report confirmation		Program Year prior to last Program Year Drop files to warehouse for storage					
	Prior Program Year archived files stored at sites for one year							

## 2015-16 CSB Planning Calendar

Professional Development (Charlene)	Ongoing new hire orientation	→	→	→	→	→	→	→
	CHSA Board meeting (quarterly)		CHSA Cluster Meeting (quarterly)	CHSA Board meeting (quarterly)	NAEYC Annual Conference	CHSA Cluster Meeting (quarterly)	CHSA Board meeting (quarterly)	CHSA Annual Conference
	Ongoing Sexual Harassment Awareness Training (line staff every 3 years and supervisors every 2 years)	→	→	→	→	→	→	→
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Professional Development Cont. (Charlene)				General HIPAA Awareness Training (upon hire and bi-annual for applicable staff)			Monitor transcripts TDP/CAT Child Developmental Policy Institute	
	Annual National Conference for Nonprofit Organizations & Units of Government (Wipfli)			CCDAA Annual Fall Technical & Assistance Conference				
		Monitor transcripts TDP/CAT/TAT				Monitor transcripts TDP/CAT/TAT		
				CSDP Annual Meeting & Forum	LMC Fall Harvest	CAT Program Completion		

## 2015-16 CSB Planning Calendar

				NHSA Fall Leadership Institute				
Stage 2/CAPP (Jagjit)	Quarterly Monitoring Due			Quarterly Monitoring Due			Quarterly Monitoring Due	
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
Stage 2/CAPP Cont. (Jagjit)		Fiscal Audit			Prepare and conduct parent Survey	→	Review Parent Survey results & share with Senior Mgmt	
Partners (Erika)	Partners are offered all in-house trainings	→	→	→	→	→	→	→
				Annual Partner Director Meeting		Quarterly Grantee and Delegate Meeting		
			Pedestrian Safety training required					
		Begin contract renewals for contracts due in November	PD/PY Centers open	Begin contract renewals for contracts due in December and January	BOS approval of all contracts			
Community Action/CSD Community Services Block Grant (CSBG) (Christina)	20th: Mid-year Programmatic Reports due: CSBG/NPI CSD 801 and CSD 295-CCR	3rd: Self-Assessment due to CSD	20th: Bi-Monthly expenditure due to CSD (Jul & Aug)	CG3 for 2016 CSBG Subcontractor contracts submitted to BOS for approval	15th: Last day to submit Budget Modification to CSD (If necessary)	2016 CSBG Subcontractor contracts in process for execution	20th: Annual Programmatic Reports Due: CSD 801 NPI CSD 295-CCR Due	
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY

## 2015-16 CSB Planning Calendar

Community Action/CSD Community Services Block Grant (CSBG) Cont. (Christina)	20th: Bi-Monthly Expenditure due to CSD (May & June)	RFI/RFP process for prospective 2016 CSBG subcontractors	Year-End Budget Modification developed w/Fiscal Subcommittee to CSD	2016 CSBG Budget presented to the EOC	20th: Bi-Monthly Expenditure due to CSD (Sept & Oct)		20th: Bi-Monthly Expenditure due to CSD (Nov & Dec 2015)	
	CSBG Monthly Fiscal Report	Year-End Budget review during the Fiscal Subcommittee						
	Finalize CSB Strategic Initiatives (Individual, Team, Partner), Develop & Review Strategic Planning Process	→	Conduct Strategic Planning Exercise and Begin Drafting Elements of CSB Strategic Plan	→	→	Finalize Strategic Plan, including Timeline, Outcomes and Measurements	Begin CSB Strategic Plan Implementation, Monitor Progress against Timeline and Outcomes	Continue CSB Strategic Plan Implementation
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY



2015-16 CSB Planning Calendar

Community Action/CSD Community Services Block Grant (CSBG) Cont. (Christina)	CSBG Midyear Report to CSD July 15			CSBG Annual site visit/audit by CSD				
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# 2015-16 CSB Planning Calendar

MARCH	APRIL	MAY	JUNE
→	→		Present Community Assess- ment Executive Summary Report for PC and BOS
			Year end update
	Meet with team leads		
	Quarterly Meeting CSB & FBHS		
MARCH	APRIL	MAY	JUNE
	PC Orientation: Include Planning Calendar in orientation packet	Action: Request PC approval of Planning Calendar (with full grant)	
	Present updates to staff	Action: BOS approval with grant	

# 2015-16 CSB Planning Calendar

Present/ Distribute Annual Report to PC and BOS/CAO		Dissem- inate/ Distribute Annual Report to public and staff	→
	Invite Board members to centers for Week of the Young Child		
Vacation request due for 2nd quarter			Vacation request due for 3rd quarter
MARCH	APRIL	MAY	JUNE
→	→	→	→
PC Sub- committee review and give input	Action: Submit to PC and BOS for approval	Order copies of approved Service Plans and P&P's for centers/ admin- istration and post on CSB Intranet	Distribute hard copies to centers/ admin- istrative offices
→	→	→	→

## 2015-16 CSB Planning Calendar

			Review/ update content of monitoring tools and handbooks
MARCH	APRIL	MAY	JUNE
			Review slot map plans and update for new period schedule for center monitoring and sample size calculation for files and classrooms
	Develop grant timeline in conjunction with PC/BOS meeting dates for approval requests	Present to PC: Review of Contin- uation Grant Cycle and PC involvement	Share Grantee timeline tasks with Delegate
			Present G/O updates to PC and BOS

# 2015-16 CSB Planning Calendar

			Initial grant writing assignments sent to group (year 4 of 5 year cycle)
MARCH	APRIL	MAY	JUNE
			Program G/O Updates semi-annual report disseminated to staff, Department Director, PC, and BOS
→	→	→	→
Analysis of top family needs	Data collection of top family needs for SAM report to Camilla		Analysis of top family needs
→	→	→	→
MARCH	APRIL	MAY	JUNE

# 2015-16 CSB Planning Calendar

Family Newsletter			Family Newsletter
HS Fatherhood Conference	Begin Family Handbook edits		Print Family Handbooks
	Week of the Young Child (family connections)	2nd Family Partnership Agreement	Parent Appreciation Activities
	Child Abuse Training (required Parent Meeting topic)		
	DCSS Interagency Agreement due every 2 years		
	DCSS Interagency Training every 2 years (due 2015)		
MARCH	APRIL	MAY	JUNE
	Child Abuse Training (Required Parent Meeting Topic)		

2015-16 CSB Planning Calendar

Action: Submit final report and obtain approval of corrective action plans as necessary (ACF/PC/BOS/CSB Director)			Link any self-assessment findings to G&O's for Continuation Grant and T & TA Plan
MARCH	APRIL	MAY	JUNE
→	→	→	→
		Program Self Assessment report to CDE/EESD	

# 2015-16 CSB Planning Calendar

DOE/WAP Amendment	LIHEAP Outreach	→	→
Triple P Parenting Seminars	→	→	
MARCH	APRIL	MAY	JUNE
	Child Abuse Awareness Month trainings for staff and parents (Required Parent Meeting Topic)	Children's Mental Health Awareness classroom activities	MOU-Health Services MOU- First Five-ASQ
System of CARE meeting		System of CARE meeting	
Early Intervention Training for EHS staff			



# 2015-16 CSB Planning Calendar

	Complete DRDP-2015	Complete CDE/EESD Self- Evaluation Plan (Jagjit to consolidate with AP Program & send it to CDE/EESD)	
MARCH	APRIL	MAY	JUNE
Kinder- garten Transition Meetings	→	→	End of Year Celebration
Annual Parent and Community Center Beautifica- tion Workday			
→		PITC Environs for Group Care	End of Year Celebration
	WOTYC & BOS proc- lamation	Parent Apprecia- tion	
Follow up ERS	April 30th: Submit final ERS and DRDP Summary to AD's	Develop CDE Action Plan	Submit Annual report to CDE June 1st
	Mid-year SR updates		
MARCH	APRIL	MAY	JUNE

2015-16 CSB Planning Calendar

2nd DRDP outcomes report to PC, BOS, ACF, & Senior Mgmt			
→	→	→	→
			ELKS Vision Screening Calendar Due
MARCH	APRIL	MAY	JUNE
Give Kids a Smile Day post meeting			

# 2015-16 CSB Planning Calendar

Tobacco Coalition Meeting		Tobacco Coalition Meeting	
Send Downloads to IZ Department			
	Health and Nutrition Services Advisory Committee Meeting and Luncheon		
MARCH	APRIL	MAY	JUNE
	CHSA Health Institute (External Head Start Conference)		
			FMCH Interagency Agreement
→	→	→	→

# 2015-16 CSB Planning Calendar

	Health & Safety Summer Newsletter		
MARCH	APRIL	MAY	JUNE
→	→	→	→
	Oral health distribution		
→	→	→	→
→	→	→	→
Hearing screening training w/CHDP			Vision screening training w/CHDP
MARCH	APRIL	MAY	JUNE

## 2015-16 CSB Planning Calendar

Annual Nutrition and Health Conference	Week of the Young Child		
	CHSA Health Institute		
→	EHS & HS Health & Nutrition Services Advisory meeting	→	→
SYSO Food Show	Contra Costa Solano County Food Bank Summit	Child Nutrition Staff Training	
Families CAN	FNPC meeting	Families CAN	FNPC meeting
MARCH	APRIL	MAY	JUNE
	Healthy and Active Before 5 Leadership Council Meeting		
	COPTF		COPTF

# 2015-16 CSB Planning Calendar

National Nutrition Month	Annual California Dietetic Association Meeting & Exhibition		National Fruit & Veggie Day (June 17th is Eat All Your Veggies Day)
→	RMTK Transition Training by cluster agency wide	→	
→	Prepare packets	Distribution of SR Packets (Transition to Kindergarten)	
MARCH	APRIL	MAY	JUNE
→	→	→	→
Slot Planning for next PY	→	Slots Map finalized for next PY and distribute	Eligibility & Enrollment Clinics
Establish procedure and timelines rollover		PD/PY classes end	Purge over-income waiver list

# 2015-16 CSB Planning Calendar

→			
Begin major recruitment drive	Continue recruitment drive	→	
MARCH	APRIL	MAY	JUNE
Submit request for flyers to be mailed with public benefit quarterly reports			
Subcommittee begin preparation for the May Community Action Month EOC outreach event		Community Action Month: EOC outreach event	→
PC Meeting on March 16th	BOS/PC/EOC Joint training (off-site)	PC Meeting on May 18th	PC Meeting on June 15th
	Form 700 due to clerk of the Board		

# 2015-16 CSB Planning Calendar

MARCH	APRIL	MAY	JUNE
		EOC Public Meeting every 2 years (last 5/2015)	
	Region IX Conference	CHSA Health Institute	
	WOTYC BOS Proclamation	Community Action Month	
MARCH	APRIL	MAY	JUNE
	Quarterly deep cleaning EHS		
	Health & Safety Officer Committee Meeting		



# 2015-16 CSB Planning Calendar

	Quarterly staff newsletter		
→	→	→	→
→	→	→	→
	Action: Layoff approval by PC	Order of Layoff PD/PY Staff	
LIC 500 to Licensing			LIC 500 to Licensing
MARCH	APRIL	MAY	JUNE
	OSHA Reports posting at all sites	Annual Bid	Illness and Injury Prevention plan Review
CSB/Local One Informa-tional Meeting	Notice to Layoff PD/PY Staff	Summer closure & PD/PY Staff Layoff	CSB/Local One Informa-tional Meeting
→	→	→	→
Perfor-mance Review notices	Notice of Proposed Action	Perfor-mance Review notices	

# 2015-16 CSB Planning Calendar

Recruitment CSU East Bay		Recruitment Solano Community College	Personnel Budget review
CSB Policies and Procedures Review by all staff	Recruitment CCC & Mills College		
USAC PIA Review	E-Rate/USAC PIA Review	E-Rate Technology Plan	CLOUDS Renewal
MARCH	APRIL	MAY	JUNE
CLOUDS Training	E-Rate Form 486	Submit a 3 year technology plan for every 3 year cycle (2013)	
Review prior years E-Rate Form 471 grant application			
CLOUDS Training for Teachers and Site Supervisors			
→	→	→	→
CSB Brass Budget Due	CDE 3rd Quarterly Report Due	Report the results of prior year Single Audit to PC	
			State/ County Fiscal year ends June 30th
MARCH	APRIL	MAY	JUNE

2015-16 CSB Planning Calendar

→	→	→	→
Site review of delegate agency due			
CSBG IS form due 3/1	CSBG report due to CSD (bi-monthly due on the 20th)		CSBG report due to CSD (bi-monthly due on the 20th)
→		→	→
MARCH	APRIL	MAY	JUNE
		Release files past destruction date to County for shredding	

# 2015-16 CSB Planning Calendar

→	→	→	→
CHSA Cluster V Meeting (quarterly)	CHSA Board meeting (quarterly)		CHSA Cluster V Meeting (quarterly)
→	→	→	→
MARCH	APRIL	MAY	JUNE
CAEYC Annual Conference			Monitor transcripts TDP/CAT
CCDAA Annual Spring Technical & Assistance Conference			
	Child Abuse Awareness & Prevention Training		Monitor transcripts TDP/CAT/ TAT
	DVC Annual Early Learning Conference		

# 2015-16 CSB Planning Calendar

		NHSA Annual Conference	NHSA Manager & Director Academy
	Quarterly Monitoring Due		Review Stage 2/CAPP Program Handbook
MARCH	APRIL	MAY	JUNE
Begin review of Stage 2/CAPP P&P's	→		Staff Training
→	→	→	→
Quarterly Grantee and Delegate Meeting			Quarterly Grantee and Delegate Meeting
Begin Kindergarten transitions/ trainings	Child Abuse/DV prevention training required		
	Begin contract renewals for contracts due in July (pending slots)	Distribution of "School Readiness" backpacks	Fees/9400 trainings for state partners
1st: CSBG Information System (IS) Report due to CSD (Jan-Dec 2015)		20th: Bi-Monthly Expenditure due to CSD (Mar & Apr)	
MARCH	APRIL	MAY	JUNE

2015-16 CSB Planning Calendar

20th: Bi-Monthly Expenditure due to CSD (Jan &Feb 2016)			
31st: 2015 CSBG Close Out Report due to CSD			Report Progress on CSB Strategic Plan
MARCH	APRIL	MAY	JUNE

2015-16 CSB Planning Calendar

CSBG/IS Reports due: fiscal data- other funds (CSD 425.OF & other resources 425.OR) & Program Mgmt Accomplish- ments (CSD 090) & Board of Supervisors Procla- mation of Community Action Month & Public Hearing - Community Action Partnership			
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Contra  
Costa  
County

To: Board of Supervisors  
From: Julia R. Bueren, Public Works Director/Chief Engineer  
Date: October 13, 2015

Subject: Disposal of Surplus Property

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**RECOMMENDATION(S):**

DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

**CONSEQUENCE OF NEGATIVE ACTION:**

Public Works would not be able to dispose of surplus vehicles and equipment.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Sue Mathos (925)  
313-2127

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

By: , Deputy

cc:



## ATTACHMENTS

Surplus Vehicles and  
Equipment

## ATTACHMENT TO BOARD ORDER For October 13, 2015

[illegible]



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: October 13, 2015

Subject: Renewal of Cardroom License

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to renew Cardroom License Number 6, known as "California Grand Casino" currently located at 5988 Pacheco Blvd., Pacheco, California, for the period of November 26, 2015 through November 25, 2016.

**FISCAL IMPACT:**

\$10,000; \$500 application fee plus \$500 per table for licensing of nineteen (19) card tables. 100% Revenue.

**BACKGROUND:**

In accordance with County Ordinance No. 82-44, Chapter 52-3, Article 52-3.3, Section 52-3.321, an application has been submitted by Mr. Lamar V. Wilkinson for the renewal of Cardroom License Number 6, known as "California Grand Casino". The Office of the Sheriff conducted a background investigation of the applicant. The investigation produced no adverse information, which would preclude approval of this application. This Cardroom License will be issued to Mr. Lamar V. Wilkinson, owner of the cardroom establishment.

**CONSEQUENCE OF NEGATIVE ACTION:**

Negative action will result in Cardroom License Number 6 not being renewed and expiring on November 25, 2015. Once expired, the Cardroom will no longer be able to operate until such time that a new license has been approved.

---

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☒ 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: October 13, 2015

Contact: Sandra Brown,  
925-335-1553

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

By: , Deputy

cc:

CHILDREN'S IMPACT STATEMENT:

No impact.



Contra  
Costa  
County

To: Board of Supervisors

From: AD HOC COMMITTEE ON SUSTAINABILITY, Supervisors John Gioia & Federal D. Glover

Date: October 13, 2015

Subject: Proposed Role and Duties of the County Sustainability Coordinator

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Department of Conservation and Development (DCD) to establish and fill the position of County Sustainability Coordinator.

**FISCAL IMPACT:**

100% General Fund. Funds for this position are budgeted in DCD's approved budget for FY 2015-16.

**BACKGROUND:**

**Summary**

Based on the analysis presented by the Department of Conservation and Development (DCD), the Ad Hoc Committee on Sustainability<sup>1</sup> recommends the Board of Supervisors designate the position of County Sustainability Coordinator within the DCD to coordinate the development and integration of the County's sustainability activities and to obtain new funding to support the County's sustainability efforts. The duties of this position would be structured as follows:

1. Facilitate and Support Interdepartmental Collaboration on Countywide Sustainability Programs and Initiatives.
  - Staff the Board of Supervisors Ad Hoc Committee on Sustainability
  - Facilitate County staff coordination to County sustainability activities
  - Coordinate multi-departmental implementation of the County's Climate Action Plan and track progress towards achieving greenhouse gas reduction targets

---

☒ APPROVE

☐ OTHER

☐ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD  
COMMITTEE

---

Action of Board On: **10/13/2015** ☐ 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: October 13, 2015

Contact: Lara DeLaney  
925-335-1097

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

By: , Deputy

cc: Lisa Lopez, Assistant Director of Human Resources

## BACKGROUND: (CONT'D)

>

- Develop synergies between departmental programs, exchange information, and coordinate communications to the Board of Supervisors on sustainability issues.
- 2. Coordinating Efforts to Acquire New Funding to Support County's Sustainability Efforts
  - Lead efforts to acquire new funding to support and expand the county's sustainability efforts (especially focusing on the new Cap and Trade funding stream).
- 3. Energy Efficiency Programs
  - Coordinate County programs providing energy efficiency services to the public and represent the County in regional energy efficiency initiatives
- 4. Policy Development and New Initiatives
  - Develop new policies and initiatives to advance the County's climate and energy goals
  - Monitor and participate in development of legislation related to sustainability issues.

### Survey of Bay Area Cities and Counties

DCD staff reviewed the organizational structure of several other counties and large cities within the Bay Area with regards to sustainability activities. These include the counties of Alameda, Marin, San Mateo, Santa Clara and Sonoma; the cities of Oakland and San Jose; and the City and County of San Francisco. It is now fairly common for cities and counties to have designated sustainability staff. However, the size, function and subject matter addressed by sustainability staff differ substantially among jurisdictions.

In some jurisdictions, the role of sustainability staff is to coordinate and integrate ongoing sustainability activities in multiple departments. In other cases, sustainability staff operate a variety of programs delivering direct services to the public. A third function typical of sustainability staff is development of new program and policy initiatives, often involving interagency partnerships, legislation, and fund raising activities.

The range of programs and policy topics included under the umbrella of "sustainability" also varies considerably from one jurisdiction to another. A common program activity for many local government sustainability staff is to implement the jurisdiction's Climate Action Plan. Other topics frequently designated as part of a city or county's sustainability function include energy efficiency, transportation planning, long-term land use planning, solid waste management, fleet management, water conservation, adaption to sea level rise, and others.

### Recommended Duties of County Sustainability Coordinator

DCD's analysis of the experience in neighboring cities and counties suggests four areas in which a County Sustainability Coordinator would make valuable contributions towards the development of sustainability programs in Contra Costa County. These four areas are:

1. Facilitate and Support Interdepartmental Collaboration on Countywide Sustainability Programs and Initiatives.
2. Coordinating Efforts to Acquire New Funding to Support County's Sustainability Efforts
3. Energy Efficiency Programs
4. Policy Development and New Initiatives

DCD recommends the County Sustainability Coordinator be assigned responsibilities in each of these four areas. The subject matter focus should be climate change and energy efficiency, which are inter-related and central to most local government sustainability programs. To date, the County's activities related to climate change and energy efficiency have been limited by financial constraints, and additional resources will yield the most significant benefits for the County in achieving its sustainability goals.

### ***Facilitate and Support Interdepartmental Collaboration on Countywide Sustainability Programs and Initiatives***

The County Sustainability Coordinator will serve as staff to the Board of Supervisor's Ad Hoc Committee on Sustainability and assist in coordinating the sustainability activities of County departments. The County currently has staff in several departments engaged in a variety of sustainability activities. Staff in the Departments of Conservation and Development, Public Works, and Health Services are engaged in programs to promote greenhouse gas reduction and climate change adaptation in the areas of land use, transportation and health-related programs. County facilities have been upgraded to promote energy efficiency. The County is engaged in discussions to plan for sea level rise, and to respond to other new environmental conditions resulting from climate change. The Sustainability Coordinator will not seek to duplicate existing efforts underway, but may convene interdepartmental groups to coordinate such efforts and report to the Ad Hoc Committee.

Central to this coordination effort is implementation of the County's Climate Action Plan. Once adopted, the Climate Action Plan will provide a strategic plan for the County's sustainability activities. The Sustainability Coordinator will convene a working group of County departments and other stakeholders to implement measures stated in the Climate Action Plan. Together with the interdepartmental working group, the Sustainability Coordinator will track progress and provide reports to the Ad Hoc Committee on Sustainability.

### ***Coordinating Efforts to Acquire New Funding to Support County's Sustainability Efforts***

The Sustainability Coordinator will lead and coordinate (working with county departments) the County's efforts to obtain new funding for countywide sustainability programs. Under the State of California's climate change legislation, more funding is now available to support these efforts. The largest source of such funding is Cap and Trade funding (State's Greenhouse Gas Reduction Fund) which is estimated at \$2.5 billion per year and growing. Many of these funds are available on a competitive grant basis and the County needs to be aggressive in developing grant applications to receive these funds. These funds may be spent throughout Contra Costa County.

Some of the Cap and Trade revenues are earmarked for designated communities. Under California law, a minimum of 25% of Cap and Trade funds must be spent to benefit "disadvantaged communities" around the state. Portions of the following communities in Contra Costa County are defined as "disadvantaged communities" under California law – Antioch, Bay Point, Crockett, Oakley, Pittsburg, Richmond, Rodeo and San Pablo.

### ***Energy Efficiency Programs***

DCD recommends the Sustainability Coordinator be the lead County staff person coordinating the County's participation in energy efficiency programs serving the public. These include programs offering educational resources and financial rebates, loans, and other incentives to promote the efficient use of energy by businesses and residents. These programs include the Bay Area Regional Energy Network, East Bay Energy Watch, County Weatherization Program, Neighborhood Preservation Program, and PACE financing programs. Energy efficiency programs are a dynamic and growing program area in California, as the State pursues reduced energy consumption and associated greenhouse gas emissions.

### ***Policy Development and New Initiatives***

DCD recommends the County Sustainability Coordinator take a lead role in County policy development and new initiatives related to climate change and energy efficiency. It may also include forming partnerships with other agencies on regional sustainability efforts, and participating in the development of legislation.

### **Benefits of the Sustainability Coordinator for County Departments**

The designation of a County Sustainability Coordinator will have benefits for County departments that have on-going programs and activities related to climate change and energy efficiency. The following are anticipated benefits to the identified departments:

## ***Conservation and Development***

The Department of Conservation and Development (DCD) anticipates the County Sustainability Coordinator will assist DCD in coordinating activities related to the County's Climate Action Plan and energy efficiency programs. The Sustainability Coordinator will also assist various County departments, including DCD, to seek funding through the State's Greenhouse Gas Reduction Fund (Cap and Trade funds) and other grant programs.

DCD serves as the lead department for coordinating the development of the County's Climate Action Plan (CAP). DCD has assumed this activity without a budgeted revenue source, and the staff supporting this activity are doing so in addition to their regularly assigned duties. The designation of a County Sustainability Coordinator will provide a budget and staffing to assist DCD in implementing the CAP once adopted by the Board, which is expected to occur this fall.

The Sustainability Coordinator will also assist DCD in coordinating energy efficiency programs. DCD currently operates several different energy efficiency programs serving the public, and the Sustainability Coordinator will provide coordination and pursue expansion of these services.

The Sustainability Coordinator will also assist DCD and other departments in seeking grant funds through the State's Greenhouse Gas Reduction Fund (GGRF) and other sources. The Sustainability Coordinator will monitor the State's grant-making activities and will work with subject matter experts in various departments to facilitate submittal of applications for GGRF and other grant funds.

## ***Health Services***

The County Sustainability Coordinator will support the work of Contra Costa Health Services. The Sustainability Coordinator will work with Health Services to help reduce health inequities that exist within the County through the implementation of sustainability programs and initiatives.

Health Services expects that climate change will have greater health impacts on populations that are already suffering from worse health outcomes than the general population. Based on expected climate changes, and data from current and historical climate events, those vulnerable populations include: low income people, people without access to cars or limited access to public transit, households which are linguistically isolated, the very young and very old, medically vulnerable because of disease or disability, and people in outdoor occupations. Projects designed to reduce greenhouse gas emissions or to improve sustainability can be designed not only to mitigate the impacts of climate change and help the population of the County adapt to a changing climate, but also to guard against inequitable impacts and even have immediate positive impacts on the health of vulnerable populations. Working with the Health Department, the Sustainability Coordinator will be able to target programs to improve the health of all County residents but also to protect those most vulnerable.

## ***Public Works***

The Public Works Department would anticipate the Sustainability Coordinator will provide many of the same support efforts as both Conservation and Development and Health Services. These could include assisting our contract Energy Manager with researching, identifying and applying for grants and funding opportunities related to sustainable methods and opportunities for Public Works operations. These operations could include County infrastructure such as buildings, street lights, traffic signals, County fleet services and related infrastructure. Public Works is pursuing sustainability efforts with HVAC, interior and exterior lighting, control systems, alternative fleet vehicles, such as hybrid, Compressed Natural Gas (CNG), and electric. The Sustainability Coordinator could also provide support for the on-going solar initiatives and Electric Vehicle Supply Equipment (EVSE) deployment throughout County facilities.

The Sustainability Coordinator could also provide support to Department efforts to conserve water at County Facilities and within the public right of way.



CONSEQUENCE OF NEGATIVE ACTION:

The County will not have a Sustainability Coordinator to serve as staff to the Board of Supervisor's Ad Hoc Committee on Sustainability, coordinate sustainability activities of County departments, and/or implement measures stated in the Climate Action Plan.

<sup>1</sup> *The Ad Hoc Committee on Sustainability is composed of Supervisors John Gioia and Federal D. Glover. Note that Supervisor Glover was not in attendance at the March-September meetings.*