

**SIDE LETTER  
BETWEEN  
Contra Costa County  
and  
the Deputy Sheriffs Association Management Unit**

This Side Letter is by and between the Deputy Sheriffs Association Management Unit ("DSA-Management") and Contra Costa County ("County"). This side letter is effective the first of the month following approval by the Contra Costa County Board of Supervisors.

This side letter amends the Memorandum of Understanding (MOU) between the County and DSA-Management, (July 1, 2016 – June 30, 2019) with respect to the following provisions:

**Section 1 – Recognition**

**1.1 Association Recognition.** The Association is the formally recognized employee organization for the Deputy Sheriffs' Management Unit and such organization has been certified as such pursuant to Chapter 34-12 of Board of Supervisor's Resolution 81/1165 by Board Order dated September 21, 1993. Represented classes in this unit are:

Captain (6XDA)  
Sheriff's Chief of Forensic Services (6DDB)  
Lieutenant (6XHA)  
Administrative Lieutenant (6XHB)  
Deputy Sheriff Forensic Manager (6DGA)  
Sheriff's Communication Center Director (64NC)

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

**A. Waiting Period.**

**1. Employees who leave work as a result of an on the job injury will have the balance of that day charged to sick leave and/or vacation accruals. This will be considered as the last day worked for purposes of determining Workers' Compensation benefits.**

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

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

B. Continuing Pay.

1. A permanent employee shall receive 70% of regular monthly salary during any period of compensable temporary disability absence 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 shall terminate. The employee shall return to the County all temporary disability payments received by him from any County funded Workers' Compensation or other County wage replacement program. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

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

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

2. Continuing pay begins at the same time that temporary Workers' Compensation starts and continues until the temporary disability ends, or until one (1) year from the date of temporary disability payments, whichever comes first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, suspension or any other action that determines the employee is no longer employed by the County. In these instances, employee will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

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

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

available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

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

F. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

G. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:  $C = 8 [1 - (W \div S)]$

C = Sick leave or vacation charge per day (in hours)

W = Statutory Workers' Compensation for a month

S = Monthly salary

**10.610.7 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.

### **15.3 Leaves & Pay for Time Not Worked.**

**A. Annual Management Administrative Leave.** On January 1 of each year, all permanent full time sworn and non-sworn management employees shall be credited with seventy-four (74) hours of paid management administrative leave. This time is non-accrualable and all balances will be zeroed out effective December 31st of each year. Permanent part-time employees shall have such leave prorated based on their position hours.

## **SECTION 22 - RETIREMENT CONTRIBUTION**

### **A. Payment of Employee Contributions.**

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

## **SECTION 24 – MILEAGE**

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

Commuter Benefit Program. The County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service. Employees are responsible for paying any account fees charged by the Commuter Benefit administrator. The County does not manage or administer the Commuter Benefit Program.

**SECTION 36 - Dispatch Reopener.** The parties agree to reopen those provisions of this M.O.U. pertaining to the terms and conditions of employment for the Sheriff's Communication Center Director classification in the event of a consolidation of Sheriff Dispatch operations with Fire Dispatch operations.

## **SECTION 3637- 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 3738 - SCOPE OF AGREEMENT & SEVERABILITY OF PROVISIONS**

**3738.1** **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 Union understands and agrees that the County is not obligated to meet and confer regarding wages, hours or conditions of employment during the term of this extended agreement, except as otherwise required by law.

**3738.2 Severability of Provisions.** Should any section, clause or provision of this MOU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such 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.

**3738.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. It is recognized, however, that certain provisions of the Personnel Management Regulations may be supplementary to the provisions of this MOU or deal with matters not within the scope of representation and as such remain in full force and effect.

**3738.4 Duration of Agreement.** This Agreement shall continue in full force and effect from July 1, 2016 to and including June 30, 2019.

This Side Letter will remain in effect for the term of the current Memorandum of Understanding ("MOU") between the County and DSA-Management (July 1, 2016 – June 30, 2019). The terms of the Side Letter will be incorporated into the successor MOU unless otherwise negotiated by the parties. All other terms and conditions of the current MOU between the County and DSA-Management remain unchanged by this Side Letter.

Date: 7/11/18

Contra Costa County:  
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Deputy Sheriffs Association:  
[Signature]  
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