

Contra Costa County
IFPTE, Local 21
Comprehensive Tentative Agreement
Presented: 8/8/2022 @ 3:46pm

The following is a summary of the County's comprehensive package proposal:

Coalition Tentative Agreement:

Scope of Agreement (Section 36) – TA 7/28/2022

- July 1, 2022, through June 30, 2026.

Section 5 – Salaries – TA 7/28/2022

- Section 5.1 – General Wages
 - Effective August 1, 2022, or the first day of the month during which adoption of the MOU by the Board of Supervisors occurs, whichever is later, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
 - Effective July 1, 2023, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
 - Effective July 1, 2024, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
 - Effective July 1, 2025, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
 - The wage increases set forth in section 5.1.A.1, above, do not apply to those classifications listed in Sections 5.1.A.2-5.1.A.5.
- COVID Pandemic Service Relief Payment
- Compensation Study

Section 12 – Medical, Dental & Life Insurance

- Dental Plan Design
- Health Savings Account with High Deductible Health Plan
- Medical Plan Cost Sharing for Active Employees - Reopener
- Joint Labor/Management Benefit Committee

Side Table Proposals:

C-3 – Section 12 – Leave of Absence – TA 8/5/2022

C-4 – Section 9 – Sick Leave – TA 8/5/2022

C-5 Contra Costa County Return to Work Policy for Injury or Illness (Appendix H) – TA 6/10/2022

Contra Costa County
IFPTE, Local 21
Comprehensive Tentative Agreement
Presented: 8/8/2022 @ 3:46pm

C-6 – Section 42.26 – Treasurer-Tax Collector Professional Development Differential – TA 6/10/2022

C-7 – Section 42.9 – Engineering Continuing Education Allowance – TA 6/10/2022

C-8 – Section 13.2 – Probationary Period – TA 6/17/2022

C-9 – Section 43 – State Disability Insurance – TA 8/5/2022

CP10 – Section 6.2 – Holidays Observed – TA 6/17/2022

CCP1 to U-A – Section 2 – Union Security – TA 7/21/2022

CCP2 to U-BB – Section 41.8 – Bilingual Pay – TA 6/17/2022

CCP3 to U-YY – Section 41.10 – Vacation Buy Back – TA 6/17/2022

CCP4 to U-EE – Section 6.7 – Overtime Exempt Exclusion – TA 8/5/2022

CCP5 to U-U – Position Classification Study – TA 8/5/2022

CCP6 to U-WW – Section 41.9.A. – Overtime Exempt Exclusion – TA 8/5/2022

CCP7 to U-R – Section 26 – Flexible Staffing – TA 8/5/2022

CCP8 to U-LL – Timely Progressive Discipline – TA 8/5/2022

Clean-Up Items and incorporating new and relevant side letters into sections of the MOU and deleting the side letters:

- Delete references to the two classifications that decertified: Sheriff's Communication Center Director (64NC) and Crime Analyst (64VA).
- Edit language in Section 5.14 to clarify that employee's election to receive an advance on their monthly salary shall be on-line using Employee Self-Service (ESS). The current language requires physical forms be submitted to the Auditor Controller, but this is not the current practice.
- Incorporate side letter dated October 18, 2016, allowing eligible employees to enroll in a voluntary vision plan and a healthcare savings account (HSA).
- Incorporate side letter dated September 11, 2018, amending Section 12.3.A, regarding employees previously eligible for a retiree healthcare benefit subsidy from the County.
- Incorporate side letter dated June 6, 2017, amending Section 5.4, to allow up to two (2) merit steps within range to a maximum of five percent (5%).

Contra Costa County
IFPTE, Local 21
Comprehensive Tentative Agreement
Presented: 8/8/2022 @ 3:46pm

- Incorporate side letter dated May 8, 2017, to amend Section 42.21, increasing the Real Property Agent Advanced Certificate Differential.
- Incorporate side letter dated October 25, 2016, regarding the Temporary Upgrade (TU) process.
- Incorporate side letter dated December 4, 2018, regarding the wages and healthcare reopener.
- Incorporate side letter dated June 18, 2019, modifying the transfer and promotion process.
- Incorporate side letter dated October 8, 2019, modifying base wages, and addressing compaction issues by tying certain Local 21 classifications' wages to the Nursing Program Manager classification.
- Incorporate side letter dated October 22, 2019, adding new classification of Public Health Chief of Nursing and Clinical Services to Appendix E.
- Incorporate side letter dated March 9, 2021, adding the Appraisers Unit (formerly the Property Appraisers Unit).
- Incorporate side letter dated January 1, 2022, regarding Non-Healthcare/Non-General Wages Re-Opener.
- U-D – Section 5.4 – Merit Adjustments Within Range
- U-DD – New Section 42.30 – Property Appraisers Division Differentials
- U-F – Section 6 – Days and Hours of Work
- U-FF – Sections 12.12 & 12.14 – HSA & DCAP
- U-PP – Section 42.17 – Health Services Mental Health Program Chief Differential
- U-Q – Section 42.18 – Director of Safety and Performance Improvement Differential

Re-order and re-number MOU sections as necessary.

Retain the following Appendices and Re-letter in the MOU:

- A – Class and Salary Listing – Supervisory Unit
- B – Class and Salary Listing – Non-Supervisory Unit
- C – Class and Salary Listing – Unit C
- E – Shift Differential, On-Call, Call Back Matrix
- F – Special Pays and Benefits for Permanent-Intermittent and Temporary Employees
- G – Layoff Procedure
- H – Return to Work Policy

Delete the following Appendices in the MOU:

- Appendix D - Managerial Classifications excluded from provisions in Section 2.2 Agency Shop referenced as Appendix D in Section 2.2.B.

Contra Costa County
IFPTE, Local 21
Comprehensive Tentative Agreement
Presented: 8/8/2022 @ 3:46pm

Add the following Appendices to the MOU:

- New Appendix D – Class and Salary Listing – Appraisers Unit

County/Union Proposals Not Specifically Identified:

- All County and Union proposals not identified above are deemed withdrawn.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

/_____

/_____

/_____

IFPTE, Local 21:
(Signature / Printed Name)

Gabriel Lemus / Gabriel Lemus
Sean Stalbaum / Sean Stalbaum

/_____

/_____

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 36 – Scope of Agreement
Presented on: 8/8/2022 @ 3:46 pm

SECTION 36 – SCOPE OF AGREEMENT

36.1 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 the 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.

36.2 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.

36.3 Duration of Agreement. This Agreement shall continue in full force and effect from July 1, 2022~~16~~ to and including June 30, 2026~~19~~.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

/_____

/_____

/_____

[Signature] / Gabriel Lemus
[Signature] Sean Stalbaum

/_____

/_____

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/8/2022 @ 3:46pm

SECTION 5 – SALARIES

5.1 General Wages.

- A. 1. a. Effective August 1, 2022, or the first day of the month following adoption of the MOU by the Board of Supervisors, whichever is later, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%). ~~Effective July 1, 2016, or the first day of the month following approval by the Board of Supervisors, whichever is later, the base rate of pay for classifications represented by the Union will be increased by four percent (4%).~~
- b. Effective July 1, 2023, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%). ~~Effective July 1, 2017, the base rate of pay for classifications represented by the Union will be increased by three percent (3%).~~
- c. Effective July 1, 2024, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%). ~~Effective July 1, 2018, the base rate of pay for classifications represented by the Union will be increased by three percent (3%).~~
- d. Effective July 1, 2025, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%). ~~Effective July 1, 2019, the base rate of pay for classifications represented by the Union will be increased by four percent (4%).~~
- ~~f. Effective July 1, 2020, the base rate of pay for classifications represented by the Union will be increased by three percent (3%).~~
- ~~g. Effective July 1, 2021, the base rate of pay for classifications represented by the Union will be increased by three percent (3%).~~
- eh. The wage increases set forth in this section 5.1.A.1. (a) through (d), above, do not apply to those classifications listed in Section 5.1.A.2. through 5.1.A.5. below.

TENTATIVE AGREEMENT

IFPTE, Local 21

SECTION 5 – Salaries

Presented on: 8/8/2022 @ 3:46pm

2. ~~Effective July 1, 2016, or the first day of the month following approval by the Board of Supervisors, whichever is later, the County will adjust the top steps in the classifications listed below so that those classes will have a top step at least 5% greater than the top step of the class of Charge Nurse (VWTF):~~

ASST DIRECTOR OF SAFETY & PERF IMPR	VWGB
CHIEF NURSING INFORMATICS OFC	VWDH
CHIEF OF DET HLTH NURSING SVCS	VWDG
DIR OF SAFETY & PERF IMPROVEME	VWFA
DIRECTOR OF AMBULATORY CARE NS	VWDC
DIRECTOR OF PSYCH NURSING SVCS	VWDD
DIRECTOR, INPATIENT NURSING OP	VWDF
HEALTH PLAN NURSE PROGRAM DIRECTOR	VRFA

2. Effective October 1, 2019, the County will adjust the top steps in the classifications listed below so that those classes will have a top step at least 5% greater than the top step of the class of Nursing Program Manager (VWHF). These classes will be reallocated in the future, as necessary to maintain such adjustments.

CHIEF NURSING INFORMATICS OFC	VWDH
CHIEF OF DET HLTH NURSING SVCS	VWDG
DIR OF SAFETY & PERF IMPROVEME	VWFA
DIRECTOR OF AMBULATORY CARE NS	VWDC
DIRECTOR OF PSYCH NURSING SVCS	VWDD
DIRECTOR, INPATIENT NURSING OP	VWDF
HEALTH PLAN NURSE PROGRAM DIRECTOR	VRFA

3. Effective July 1, 2016, or the first day of the month following approval by the Board of Supervisors, whichever is later, the following classes will be adjusted as described below and such classes will receive future increases necessary to maintain such adjustments. These classifications will not receive the wage increases set forth in Section 5.1.A.1. (a) through (d) above:

- a. Pre-Hospital Care Coordinator (VBSG)
The salary schedule of the Pre-Hospital Care Coordinator (VBSG) will be the same as the ~~Registered Nurse — Experienced Level (VWXD)~~. ~~Effective January 1, 2017, the salary schedule of the Pre-Hospital Coordinator will be the same as Registered Nurse (VWXG).~~

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/8/2022 @ 3:46pm

- b. Nursing Program Manager (VWHF)
In the event the difference between the top step base rate of pay for Nursing Program Manager (VWHF) and the Charge Nurse (VWTF) is less than 5%, the County will adjust all steps in the Nursing Program Manager class in order to achieve a difference of 5% at the top step between the two classes.

- c. Utilization Review Manager (VWHG)
In the event the difference between the top step base rate of pay for Utilization Review Manager (VWHG) and the Charge Nurse (VWTF) is less than 5%, the County will adjust all steps in the Utilization Review Manager class in order to achieve a difference of 5% at the top step between the two classes.

- d. Nursing Shift Coordinator (VWHH)
In the event the difference between the top step base rate of pay for Nursing Shift Coordinator (VWHH) and the Charge Nurse (VWTF) is less than 5%, the County will adjust all steps in the Nursing Shift Coordinator class in order to achieve a difference of 5% at the top step between the two classes.

- e. Ambulatory Care Clinical Supervisor (VWHJ)
In the event the difference between the top step base rate of pay for Ambulatory Care Clinical Supervisor (VWHJ) and the Charge Nurse (VWTF) is less than 5%, the County will adjust all steps in the Ambulatory Care Clinical Supervisor class in order to achieve a difference of 5% at the top step between the two classes.

- f. Infection Control Coordinator (VWSF)
The salary schedule of the Infection Control Coordinator (VWSF) shall be the same as the Clinical Nurse Specialist (VWTA).

- g. Advice Nurse Supervisor (VWHN)
In the event the difference between the top step base rate of pay for Advice Nurse Supervisor (VWHN) and the ~~Advice Nurse II (VWTB)~~ Advice Nurse (VWSN) is less than 5%, the County will adjust all steps in the Advice Nurse Supervisor

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/8/2022 @ 3:46pm

class in order to achieve a difference of 5% at the top step between the two classes. ~~Effective January 1, 2017, reference to Advice Nurse II (VWTB) will be replaced with Advice Nurse (VWSN).~~

- h. Public Health Nurse Program Manager (VWHL)
In the event the difference between the top step base rate of pay for Public Health Nurse Program Manager (VWHL) and the Public Health Nurse (VVXA) is less than 5%, the County will adjust all steps in the Public Health Nurse Program Manager class in order to achieve a difference of 5% at the top step between the two classes.

- i. Advice Nurse Manager (VWHK)
In the event the difference between the top step base rate of pay for Advice Nurse Manager (VWHK) and the Advice Nurse Supervisor (Local 21 class of VWHN) is less than 5%, the County will adjust all steps in the Advice Nurse Manager class in order to achieve a difference of 5% at the top step between the two classes.

- j. Utilization Review Coordinator (VWSD)
In the event the difference between the top step base rate of pay for Utilization Review Coordinator (VWSD) and the Registered Nurse (VWXG) ~~Registered Nurse—Experienced Level (VWXD)~~ is less than 2.5%, the County will adjust all steps in the Utilization Review Coordinator class in order to achieve a difference of 2.5% at the top step between the two classes. ~~Effective January 1, 2017, reference to Registered Nurse—Experienced Level (VWXD) will be replaced with Registered Nurse (VWXG).~~

4. Effective October 1, 2019, the following classes will be adjusted as described below and such classes will receive future increases necessary to maintain such adjustments:

- a. Assistant Director of Safety & Performance Improvement (VWGB)
In the event the difference between the top step base rate of pay for Assistant Director of Safety & Performance Improvement (VWGB) and the Nursing Program Manager (VWHF) is less than 2.5%, the County will adjust all steps in the Assistant Director of Safety & Performance Improvement class in order to achieve a difference of 2.5% at the top step between the two classes.

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/8/2022 @ 3:46 pm

- b. Director of Public Health Clinical Services (VVGS)
In the event the difference between the top step base rate of pay for Director of Public Health Clinical Services (VVGS) and the Public Health Nursing Program Manager (VWHL) is less than 5%, the County will adjust all steps in the Director of Public Health Clinical Services class in order to achieve a difference of 5% at the top step between the two classes.

- c. Fire EMS Quality Improvement Coordinator (RWSD)
The salary schedule of the Fire EMS Quality Improvement Coordinator (RWSD) shall be the same as the Registered Nurse (VWXG).

- d. Public Health Chief of Nursing and Clinical Services (VVDB)
In the event the difference between the top step base rate of pay for Public Health Chief of Nursing and Clinical Services (VVDB) and the Director of Public Health Clinical Services (VVGS) is less than 5%, the County will adjust all steps in the Public Health Chief of Nursing and Clinical Services class in order to achieve a difference of 5% at the top step between the two classes.

5. Beginning July 1, 2019, in the event the difference between the top step base rate of pay for the classification of Forensic Manager (6CGA) and the classification of Deputy Sheriff-Forensic Supervisor (6DHB) is less than 5%, the County will adjust all the steps in the Forensic Manager (6CGA) classification to achieve a difference of 5% at the top step between the two classifications.

6. In the event the difference between the top step base rate of pay for Sr. Civil Engineer (NKHA) and Associate Civil Engineer (NKVC) is less than 5%, the County will adjust all steps in the Sr. Civil Engineer class in order to achieve a difference of 5% at the top step between the two classes.

75. Effective on January 1, 2022, the salaries of the classifications listed below will be adjusted as follows:

CLASSIFICATION	Increase
Senior Auditor-Appraiser (DRTA)	2.5%
Supervising Auditor-Appraiser (DRNA)	2.5%

TENTATIVE AGREEMENT

IFPTE, Local 21

SECTION 5 – Salaries

Presented on: 8/8/2022 @ 3:46pm

Principal Appraiser (DADC)	2.5%
District Attorney Forensic Accountant (6KSA)	5.0
Aging & Adult Services Senior Staff Assistant (XQVB)	5.0%
CA Children's Services Program Admin (VBGC)	5.0%
Communicable Disease Program Chief (V7DA)	5.0%
HIV & STD Program Director (V7DB)	5.0%
Biomedical Equipment Manager (V9HD)	5.0%
Assistant Clinical Laboratory Manager (VHGF)	2.16%
Supervising Clinical Laboratory Scientist (VHHF)	2.26%
Senior Community Library Manager (3AGH)	2.5%
Community Library Manager (3AGG)	2.5%
Graphic Designer (5HWB)	5.0%
Fleet Manager (PMFB)	5.0%
Sheriff's Director of Food Services (64FF)	5.0%
Sheriff's Director of Support Services (6AFE)	5.0%
Sheriff's Director of Property & Evidence (64FG)	5.0%
Records Manager (64HE)	5.0%

B. Management Longevity Pay:

The following longevity differentials do not apply to employees who are eligible to receive the Nurse Manager Longevity Differentials set forth in Section 42.15 of this MOU.

1. Ten Years of Service: 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.
2. Fifteen Years of Service: 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.

C. Conversion of Performance Pay Steps to Merit Steps. Effective July 1, 2016, or the first day of the month following adoption of this MOU, whichever is later, performance pay steps will be converted to merit pay steps for classifications with performance pay steps. If an employee is receiving performance pay on the effective date of this provision, the performance pay step will be the employee's new merit step. For

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/8/2022 @ 3:46pm

example, if an employee's classification has five merit steps and a step 6 for performance pay, on the effective date of this provision, if the employee was receiving the performance pay, the employee will be on the new merit step six going forward. This paragraph does not impact an employee's anniversary date. This paragraph eliminates performance pay for classifications represented by the Union. To the extent that this paragraph is inconsistent with any other County enactment, regulation, or policy, including but not limited to resolutions of the Board of Supervisors, the provisions of this paragraph will prevail.

D. COVID Pandemic Service Relief Payment

In recognition of the services County employees performed as essential workers during an extraordinary public health emergency, the County will pay a one-time lump sum COVID Pandemic Service Relief Payment (PSRP) to the following County employees who meet the listed criteria:

Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria will be paid a one-time, lump sum COVID Pandemic Service Relief Payment (PSRP) of two thousand five-hundred dollars (\$2,500) on the 10th of the month following approval of this MOU by the Board of Supervisors. Permanent part-time employees, including part-time project employees, who meet all of the following criteria will be paid a prorated one-time, lump sum payment. The prorated lump sum payment will be calculated by multiplying two thousand five-hundred dollars (\$2,500) by the percentage that the employee's approved position hours are to forty (40) hours (for example: $\$2,500 \times (20/40) = \$1,250$).

Temporary Employees. Temporary employees who meet all of the following criteria will be paid a one-time, lump sum COVID Pandemic Service Relief Payment (PSRP) of one thousand two hundred and fifty dollars (\$1,250) on the 10th of the month following approval of this MOU by the Board of Supervisors. Employees who met the criteria as a temporary employee but achieved permanent status by the date of the approval of this MOU by the Board of Supervisors will receive the PSRP in accordance with the formula set forth for permanent employees.

Criteria:

- a. The employee must be employed with the County on the date the MOU is approved by the Board of Supervisors.
- b. The employee must have been in paid status and actively working for at least twelve (12) months during the time period of April 1, 2020,

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/9/2022 @ 3:46pm

through December 31, 2021.

- c. The COVID PSRP will be subject to any required deductions and/or withholdings.
- d. Per diem employees are not eligible for the payment.

E. Compensation Study.

- A. The County shall commission a compensation study to be performed by one or more outside contractors during the term of this MOU to assess the following classifications:

<u>NEVA</u>	<u>Assoc Capital Fac Project Manager</u>
<u>NKVC</u>	<u>Assoc Civil Engineer</u>
<u>REDB</u>	<u>Fire District Communications Center Manager</u>
<u>LBTC</u>	<u>Health Services Info Sys Prog/Analyst</u>
<u>LBTB</u>	<u>Health Services Info Systems Spec</u>
<u>LBFA</u>	<u>HS Info Tech Manager</u>
<u>LPVA</u>	<u>Info Sys Programmer/Analyst II</u>
<u>LPNA</u>	<u>Info Sys Project Manager</u>
<u>2Y7B</u>	<u>Legal Assistant</u>
<u>LNSB</u>	<u>Network Administrator II</u>
<u>LBTA</u>	<u>Network Analyst II</u>
<u>5AVA</u>	<u>Planner II</u>
<u>51VB</u>	<u>Planning Technician II</u>
<u>VCXC</u>	<u>Planner/Eval-Level A</u>
<u>NCSA</u>	<u>Structural Engineer</u>
<u>VHHB</u>	<u>Substance Abuse Program Sup</u>
<u>SAHJ</u>	<u>Supervising Accountant</u>
<u>APSG</u>	<u>Training and Staff Dev Specialist</u>

- B. Comparator Agencies – The following comparator agencies will be utilized in the classification study: Alameda County, Marin County, Napa County, City and County of San Francisco, San Mateo County, Santa Clara County, Solano County and Sonoma County.

- C. The contractor will complete the study and the County will notify the Union of the study’s findings no later than June 30, 2023. Upon request of the Union, the County and Union will discuss the findings of the salary study. Where the study determines that a salary for a classification is more than twelve and one-half percent (12.5%) below

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/8/2022 @ 3:46 pm

the median of the comparator agencies, upon request of the Union, the parties will discuss appropriate salary adjustments, taking into consideration all relevant factors including any scheduled salary increases, any current recruitment and retention problems for the classification, the overall financial condition of the County and/or Department, and the overall budgetary impacts of any salary increases. The parties may also discuss internal compaction issues that may result from any adjustments to a benchmark classification. For example, a salary adjustment to a Planner II (5AVA) may lead to consideration of an adjustment to the Planner III (5ATA), depending on the nature of the resulting salary compaction and the relationship of the classes in the Planner series. Nothing in this Section shall be construed to require the County to agree to adjust the salary of a particular classification or to adjust salaries to a specific market position.

5.2 Entrance Salary. Except as otherwise permitted in deep class resolutions, new employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range.

5.3 Anniversary Dates. Except as may otherwise be provided for in deep class resolutions, anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.3.A above.
- C. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- D. Transfer, Reallocation & 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

TENTATIVE AGREEMENT

IFPTE, Local 21

SECTION 5 – Salaries

Presented on: 9/8/2022 @ 3:46pm

of the previous classification, remains unchanged.

- E. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.

- F. Appointments from Outside the County's Merit System Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first day of the calendar month after the calendar month when the employee was appointed or transferred; provided however, when the appointment or transfer is effective on the employee's first regularly scheduled work day of that month, his/her anniversary date is one (1) year after the first calendar day of that month.

5.4 Merit Adjustments and Increments Within Range. The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 – Anniversary Dates, to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Based upon review of each employee's duties and performance, the appointing authority or designee may authorize advancement to the next higher step in the salary range. The appointing authority may also recommend denial of the increment or may deny and recommend one additional review at some specified date before the next anniversary, which must be set at the time the original report is returned. Merit increase will be awarded for satisfactory performance and there shall be no limit to the number of employees receiving a merit increment in any given year.

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 the range increment be granted at one time, except as otherwise provided in deep class resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary, the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/8/2022 3:46pm

clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

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

5.6 Compensation for Portion of Month. Any employee who works less than any full calendar month, except when on 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 may be reduced to the maximum salary for the new classification, or the appointing authority may Y rate the salary of the employee. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.9 - Salary on Promotion.

5.8 Salary Reallocation & Salary on Reallocation.

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated 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, when the number of steps in the salary range remain the same. If the reallocation is from one salary range with more

TENTATIVE AGREEMENT

IFPTE, Local 21

SECTION 5 – Salaries

Presented on: 8/8/2022 @ 3:46pm

steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.

- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in Section 5.8.A above, each incumbent of a position in the reallocated class shall be placed upon the step of the new range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.
- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.
- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.10.

5.9 Salary on Promotion. Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13 – Pay for Work in Higher Classification, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided however that the next step shall not exceed the maximum salary for the higher class.

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/8/2022 3:46pm

5.10 Salary on Involuntary Demotion. Any employee who is demoted, except as provided under Section 5.11 – Salary on Voluntary Demotion, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he/she has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided, however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

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

5.12 Salary on Transfer. An employee who is transferred from one position to another as described under Transfer (Section 17) shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolutions, the salary of the employee shall be set as provided in the deep class resolutions at a step not to exceed a five percent (5%) increase in the employee's base salary.

5.13 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, at the start of the second full day in the

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/8/2022 @ 3:46pm

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 substitute for the promotional procedure provided in this Memorandum.
- E. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- F. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty days (180) no additional waiting period will be required.
- G. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- H. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one (1) year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/8/2022 @ 3:46pm

- 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.
- J. For higher pay assignments in vacant positions, a request for examination to fill the position must be submitted at the time of the higher pay assignment request. After a request for examination is submitted, the County will not unreasonably delay in any subsequent steps, including but not limited to promulgating a list and filling the vacant position(s).
- K. An employee will receive 5 additional points towards his/her examination score, if the employee takes an examination for a classification in which the employee received higher class pay for a combined 12 months or more in the prior three years from the date of the examination.
- L. The COUNTY will provide to Local 21 a monthly electronic list of all employees who are being paid for work in a higher classification (temporary upgrade). The list will include the following information:
 - i. Employee's full name;
 - ii. Permanent classification;
 - iii. Date of hire;
 - iv. Permanent department;
 - v. Union of permanent classification;
 - vi. Start date and end date of temporary upgrade;
 - vii. Temporary upgrade classification and department;
 - viii. Union representing temporary upgrade classification, and
 - ix. Rate of pay received in the temporary upgrade.

5.14 Payment. On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee. The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive the advance shall be made online using Employee Self Service (ESS) on the prescribed form. If the employee makes an update between the 1st and the 15th of the month, then the change will impact the current month's

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 5 – Salaries
Presented on: 8/8/2022 @ 3:46 pm

~~advance. If the employee makes the update after the 15th, it will impact the following month's advance. (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 will~~ remain effective until revoked.

In the case of an election made pursuant to this Section 5.14 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 Effective Date. Adjustments to employee's salaries shall be effective on the first day of the month following the month in which the adjustment is authorized by the appointing authority or designee. 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.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

/_____

/_____

/_____

Sean Stalbaum / Sean Stalbaum
Gabriel Lemus / Gabriel Lemus

/_____

/_____

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022 @ 3:46pm

SECTION 12 – MEDICAL, LIFE & DENTAL INSURANCE

12.1 Health Plan Coverages. The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the 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
3. Health Net
4. Delta Dental

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 was 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), the Joint Labor/Management Benefit Committee will meet to consider plan design and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees beginning January 1, 2018.

12.2 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:

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

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
Kaiser High Deductible Health Plan	\$478.91	\$1,115.84	\$1,115.84
Delta Dental PPO with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental PPO with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental PPO without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare HMO with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare HMO with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare HMO without a Health Plan	\$27.31	\$59.03	\$59.03

B. If the County contracts with a health 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 health or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

D. Joint Labor/Management Benefit Committee.

1. The Unions and County agree to create a Joint Labor/Management Benefit Committee ("Benefit Committee"). The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management to be determined. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly. The Benefit Committee will convene no later than February 1, 2016, after ratification of this Agreement.

2. The Benefit Committee will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 12 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C § 18081) on any high cost medical plans offered by the County. If the Benefit Committee is selecting a replacement medical or

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

dental plan for a plan that is no longer available, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association.

3. Immediately upon adoption of an overall contract extension package agreement, the County and the Coalition Union/Association Benefit Committee representatives will work together as equal partners to 1) identify a new medical plan carrier to replace Health Net, and 2) explore the cost of CalPERS Health and other plan options including but not limited to the SEIU Taft-Hartley Trust plans as possible future replacements with the goal of beginning with the 2020 plan year. Any replacement plans selected must not increase the County's retiree health costs.

4. The new medical plan carrier that will replace Health Net must include an HMO plan and one plan providing out-of-network provider coverage.

5. Once all nine (9) Coalition Union/Association representatives on the Benefit Committee and the County have agreed on the new medical plan carrier to replace Health Net, the new medical plan will replace Health Net for all Coalition Union/Associations the following January 1.

6. Each year, County will coordinate a team composed of the County, the County's benefits consultant, and Union/Association Benefit Committee representatives, to work as equal partners to provide input for the annual negotiations with the medical plan providers over the plan premiums for the next plan year. The team will have authority to make information requests, request and observe presentations by the County's healthcare consultant regarding premium rates and ask questions, and help guide the strategy of the County in the annual negotiations.

7. County and Unions/Associations of the Coalition will jointly work to education employees regarding the cost benefits of lower cost plans, including the Kaiser High Deductible Health Plan.

8. County and Union/Association Benefit Committee representatives will jointly work as equal partners to seek plan design changes across all plans that would reduce costs and improve quality of care.

9. During the term of the 2022-2026 MOU, the parties will utilize the existing Joint Labor/Management Benefits Committee as a forum for

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

exploring the options for a healthcare trust or savings vehicle for retirement. The County Benefits Manager, Human Resources Director, and relevant benefits consultants will participate in these discussions.

12.3 Retirement Coverage:

A. Upon Retirement:

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 12.2 (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.
4. If an employee was eligible for a retiree health benefit subsidy from the County immediately prior to entering into a classification represented by the Union (no break in service), the employee will be deemed covered by section 12.3.A.1. above.

- 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

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

following conditions and limitations.

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
2. Life insurance coverage is not included.
3. To continue health and dental coverage, the employee must:
 - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
 - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
 - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
 - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10th of each month, to the Human Resources Department-Employee Benefits Division. 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

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022@

commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
 7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage as similarly situated retirees who did not defer retirement.
- C. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year.

The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.

- D. Subject to the provisions of Section 12.3 subparts (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: each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 12.3 only, "eligible family members" does not include Survivors of employees or retirees.

12.4 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

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022 @

spouse's plan.

12.5 Health Plan Coverages and Provisions: The following provisions are applicable to County Health and Dental Plan participation:

- A. **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.
- B. **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 are paid by the employee.
- C. **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.

12.6 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's attainment of

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022@

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 all dental plans:
 - a. Employee's legal spouse
 - b. Employee's qualified domestic partner
 - c. 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. Delta Dental PPO Only:
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.
3. Delta Care HMO Only – Employee's Child to age 26.
4. "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.

12.7 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 12.2.A. In total, the County will pay the following amounts for the 2016 plan year:

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

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 4310	\$447.04	\$916.72	\$1,387.40

- B. For the plan year that begins on January 1, 2017, and for the plan year that begins on January 1, 2018, 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 12.7.A., above, for medical plans.
- C. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in 12.7.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

- D. Medical Plan Cost-Sharing for Active Employees for the 2019 Plan Year.
For active employees for the plan year that begins on January 1,

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

2019, the County will pay the monthly premium subsidy for medical plans stated below:

Employee Medical Plans	Monthly Premium	County Monthly Premium Subsidy	Employee Monthly Premium Cost
Contra Costa Health Plans (CCHP), Plan A	\$812.06	\$641.65	\$170.41
Contra Costa Health Plans (CCHP), Plan B	\$900.19	\$672.58	\$227.61
Kaiser Permanente Health Plan A	\$877.30	\$600.00	\$277.30
Kaiser Permanente Health Plan B	\$697.28	\$600.00	\$97.28
Health Net HMO Plan A	\$1,677.56	\$986.18	\$691.38
Health Net HMO Plan B	\$1,166.55	\$882.34	\$284.21
Health Net PPO Plan A	\$2,340.40	\$1,226.79	\$1,113.61
Kaiser High Deductible Health Plan	\$559.68	\$559.68	\$0.00

Employee +1 Dependent Medical Plans	Monthly Premium	County Monthly Premium Subsidy	Employee Monthly Premium Cost
Contra Costa Health Plans (CCHP), Plan A	\$1,624.10	\$1,271.99	\$352.11
Contra Costa Health Plans (CCHP), Plan B	\$1,800.37	\$1,314.95	\$485.42
Kaiser Permanente Health Plan A	\$1,754.60	\$1,200.00	\$554.60
Kaiser Permanente Health Plan B	\$1,394.56	\$1,200.00	\$194.56
Health Net HMO Plan A	\$3,355.12	\$1,765.02	\$1,590.10
Health Net HMO Plan B	\$2,333.10	\$1,720.86	\$612.24
Health Net PPO Plan A	\$4,680.80	\$2,109.72	\$2,571.08
Kaiser High Deductible Health Plan	\$1,119.36	\$1,119.36	\$0.00

Employee +2 or More Dependents Medical Plans	Monthly Premium	County Monthly Premium Subsidy	Employee Monthly Premium Cost
Contra Costa Health Plans (CCHP), Plan A	\$2,436.18	\$1,980.17	\$456.01
Contra Costa Health Plans (CCHP), Plan B	\$2,700.56	\$2,106.48	\$594.08
Kaiser Permanente Health Plan A	\$2,631.90	\$1,825.00	\$806.90
Kaiser Permanente Health Plan B	\$2,091.84	\$1,825.00	\$266.84
Health Net HMO Plan A	\$5,032.68	\$3,230.62	\$1,802.06
Health Net HMO Plan B	\$3,499.65	\$2,721.74	\$777.91
Health Net PPO Plan A	\$7,021.20	\$4,251.97	\$2,769.23
Kaiser High Deductible Health Plan	\$1,679.04	\$1,679.04	\$0.00

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

E. Medical Plan Cost-Sharing for Active Employees on and after January 1, 2020.

1. For active employees for the plan year that begins on January 1, 2020, the County will move to a percentage-based cost sharing approach for medical care premium subsidies. The County will pay seventy-five percent (75%) of the total medical plan premium for the Employee and Employee +1 Dependent tiers of the second lowest priced non-deductible HMO plan. The County will pay 76.5% of the total medical plan premium for the Employee +2 or more Dependents tier of the second lowest priced non-deductible HMO plan. These annual calculated dollar amounts will be applied to all plans and tiers as described.
2. For active employees for the plan year that begins on January 1, 2021, the County will pay seventy-eight and a half percent (78.5%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.
3. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated dollar amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.
4. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

Kaiser Permanente Health Plan B	Employee Monthly Premium Cost
Employee	\$20.00
Employee +1 Dependent	\$40.00
Employee + 2 or More Dependents	\$60.00

5. In the event of a reduction in the premium for the second lowest priced non-deductible HMO plan, the County will pay the premium subsidy for medical plans that the County paid in the previous plan year.

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

- F. Beginning 2022, the County will review technological advancements in the area of benefits administration and consider asking any eligible employee who waives County health insurance to provide proof of other health insurance coverage.

- G. In June of 2024, once the premium rates for the 2025 Plan Year are known, the Union may request to reopen negotiations on the subject of health care. Unless otherwise agreed to by the parties, the topics for the reopener will be limited to the medical and dental plan design, as well as County and employee subsidies.

12.8 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 12.6 - 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 parents are County employees, all of their eligible children may be covered as dependents of either parent, but not both.

- C. For purposes of this Section 12.8 - 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.

12.9 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.

12.10 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.

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/6/2022

12.11 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 employees 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)

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

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.

12.12 Health Care Spending Account: After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

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, 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.

12.13 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.

12.14 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 maximum amount authorized by federal law, of annual salary (before taxes) 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.

12.15 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.

12.16 Prevailing Section: To the extent that any provision of this Section (Section 12. Medical, Dental & Life Insurance) 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 12. Medical, Dental & Life Insurance) will prevail.

12.17 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

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

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

12.18 Health Savings Account with High Deductible Health Plan

A. Active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan may select a Health Savings Account (“HSA”) offered through Kaiser Permanente under the following conditions and subject to any other laws, regulations or rules governing HSAs:

1. Only active employees who are enrolled in the Kaiser High Deductible Health Plan may elect to initially enroll in the HSA. The HSA is not available to permanent-intermittent or temporary employees.
2. Employees may only contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code.
3. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds.
4. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.
5. The County does not manage or administer the HSAs.

B. For the 2019 Plan Year, the County will make a one-time contribution of five hundred dollars (\$500) into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan for the 2019 plan year and who have an HSA. The contribution will be made with the February 10, 2019, pay.

C. For the 2020-~~2022~~ Plan Years ~~and each year thereafter~~, the County will contribute six hundred and twenty-five dollars (\$625) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay for the plan year.

D. For the 2023 Plan Year and each year thereafter, the County will contribute seven hundred and fifty dollars (\$750) annually into the HSA for active employees who are enrolled in the Kaiser Permanent High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay warrant for the plan year.

12.19 Voluntary Vision Plan

The County will offer active employees the option to enroll in a voluntary vision plan during open enrollment. Employees will pay the full premium cost of the plan. The County will contract for a voluntary vision plan with no co-pays. The

TENTATIVE AGREEMENT
IFPTE, Local 21
SECTION 12 – Medical, Life & Dental Insurance
Presented on: 8/8/2022

vision plan is not available to permanent-intermittent or temporary employees.

Dated: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

/_____

/_____

/_____

IFPTE Local 21:
(Signature / Printed Name)

[Signature] / Gabriel Lemus
[Signature] Sean Stalbaum

/_____

/_____

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 10 – Leave of Absence
Presented on: 8/5/2022 @ 3:53pm

SECTION 10 – LEAVE OF ABSENCE

10.1 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~~ Leaves under the Pregnancy Disability Leave Act (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) shall will be granted considered in accordance with applicable state and federal law, and Section 10.4.

10.2 General Administration – Leave of Absence (Non Statutory). Requests for leave of absence without pay shall be made in writing upon forms prescribed by the Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

~~Insofar as pregnancy disability leave is used under Section 9.3.D — Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family leave period. Additionally, an employee may choose to remain in a pay status by using available sick leave (under conditions specified in Section 9.3 — Policies Governing the Use of Paid Sick Leave), vacation, floating holiday or compensatory time off entitlements during the eighteen (18) week family leave; however, use of accruals must be on a continuous basis from the beginning of the family leave period and may not be broken into segments used on a monthly basis. Family leave must be requested at least thirty (30) days prior to the scheduled leave commencement date unless an exigency arises.~~

- A. Leave without pay may be granted for any of the following reasons that are not otherwise covered by FMLA, CFRA, and PDL:
1. Employee's own illness, disability, or serious health condition;
 2. Pregnancy or pregnancy disability;
 3. To bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care;
 34. Family care to care for a spouse, child, parent, or domestic partner who has a serious health condition;
 45. To take a course of study such as will increase the employee's usefulness on return to the employee's position.

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 10 – Leave of Absence
Presented on: 8/5/2022 @ 3:53pm

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56. For other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request ~~family care~~ a leave of absence 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 the family care leave arises~~ of the need for leave as soon as possible and practical.
- 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. Procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extensions must be made not later than thirty (30) calendar days before the expiration of the original leave.
- ~~D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 10.4 – Family Care Leave or Medical Leave, below.~~
- ~~DE.~~ Whenever an employee who has been granted a leave ~~without any pay of absence~~ desires to return before the expiration of such leave, the employee shall ~~submit a request provide notice~~ to the appointing authority in writing at least ~~fifteen two (152)~~ two (152) 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.
- ~~EF.~~ When a request for leave is denied, the employee's supervisor will provide the employee with written reason(s) for the denial. The reason(s) for the denial must be reasonable and business-related. ~~Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition,~~ the decision of the appointing authority ~~on granting or to denying~~ leave or early return from leave shall be subject to appeal to the Director of Human Resources ~~Director~~ and not subject to appeal through the grievance procedure set forth in this MOU.
- 10.3 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,

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 10 – Leave of Absence
Presented on: 8/5/2022 @ 3:53 pm

any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable federal or state laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to ~~his/her~~ their 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 Human Resources Director may deem necessary.

10.4 Family Care Leave or Medical Leave Leaves Pursuant to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), & Pregnancy Disability Leave Act (PDL).

- A. FMLA: Upon request to the appointing authority, ~~during a “rolling” twelve (12) month period measured backward from the date an employee uses his/her FMLA leave,~~ any employee who ~~has permanent status~~ meets the legal eligibility requirements for FMLA shall be entitled to at least ~~eighteen (18) weeks~~ twelve (12) weeks of FMLA leave (less if so requested by the employee), which will be extended for up to an additional six (6) weeks of leave with the same FMLA protections, for a total of eighteen (18) weeks during a rolling twelve (12) month period (measured backward from the date an employee uses any FMLA leave), less if so requested by the employee, for a qualifying reason in accordance with federal laws. FMLA leave will run concurrently with CFRA and PDL leaves to the extent permitted by law.
- B. CFRA: Upon request of the appointing authority, any employee who meets the legal eligibility requirements for CFRA shall be entitled to at least twelve (12) weeks of CFRA leave during a rolling

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 10 – Leave of Absence
Presented on: 8/5/2022 @ 3:53 pm

twelve (12) month period, measured backward from the date an employee uses any CFRA leave (less if so requested by the employee), for a qualifying reason in accordance with state law. CFRA leave will run concurrently with FMLA leave to the extent permitted by law, except that CFRA leave will not run concurrently with pregnancy disability leave under the PDL.

C. PDL: Upon request of the appointing authority, any employee who meets the legal eligibility requirements for PDL shall be entitled to up to four (4) months of PDL as provided in state law

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.~~

10.5 Medical Certification. The employee may be asked to provide medical certification of the need for family care, pregnancy disability, or medical leave pursuant to 10.2.A above, or for FMLA, CFRA and/or PDL.

~~Additional period(s) of~~ Leave for periods of family care, pregnancy disability, or medical leave that are not covered by the FMLA, CFRA, or PDL, or that exceed the leave allowed under the FMLA, CFRA, and/or PDL, may be granted by at the discretion of the appointing authority.

10.6 Intermittent Use of Leave. The ~~eighteen (18) week~~ FMLA/CFRA/PDL entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave.

The ~~eighteen (18) week~~ leave 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 10.11 – Leave Without pay – Use of Accruals below. When paid leave accruals are used for ~~a medical or family care leave~~ FMLA, CFRA, and/or PDL, such time shall be counted as a part of the ~~eighteen (18) week~~ leave entitlement.

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 10 – Leave of Absence
Presented on: 8/5/2022 @ 3:33pm

10.7 Aggregate Use for Spouses. For FMLA only, in the situation where husband and wife are both employed by the County, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during in a “rolling” twelve (12) month period, measured backward from the date the employee uses his/her any FMLA leave. Employees requesting family-care FMLA leave for this purpose are required to advise their appointing authority(ies) when their spouse is also employed by the County.

10.8 Definitions. For medical and family care leaves of absence under this Section 10.2.A, the following definitions apply: FMLA, CFRA, and PDL definitions will be as set forth in state and federal laws.

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 Family Code Section 300 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 Medical Leave: When requesting medical leave (including FMLA/CFRA leave) for the employee or employee’s family member, the employee must provide a written communication medical certification to the employer from a health care provider of a person for whose care the leave is being taken or for the

**TENTATIVE AGREEMENT
IFPTE, Local 21
Section 10 – Leave of Absence**

Presented on: 8/5/2022 @ 3:53pm

employee's own serious health condition, which need not identify the diagnosis or 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. for family care, an estimate of the frequency and duration of the leave required to ~~amount of time which the employee needs to~~ render care or supervision for the family member;
4. for an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of their position; ~~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 work~~ schedule ~~is necessary~~ is needed for the employee's serious health condition or for the care of the employee's family member, ~~individual or will assist in their recovery~~; and its expected duration.

~~Certification for Medical Leave~~ A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:

- ~~1. the date, if known, on which the serious health condition commenced;~~
- ~~2. the probable duration of the condition;~~
- ~~3. a statement that the employee is unable to perform the functions of the employee's job~~
- ~~4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.~~

~~h. Comparable 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~~

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 10 – Leave of Absence
Presented on: 8/5/2022 3:53pm

~~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.~~

~~**10.9 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 9.3.d – Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.~~

10.96 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 10.811 – Leave Without Pay-Use of Accruals, below. During the ~~eighteen (18) weeks of an~~ approved FMLA, CFRA, or PDL leave ~~medical or family care leave under Section 10.4 – 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 Section 10.811 – 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.

10.107 Unauthorized Absence. An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or cancelled by the appointing authority, or at the expiration of the leave, shall be without pay. Such absence may also be grounds for disciplinary action.

10.118 Leave Without Pay - Use of Accruals.

A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 9.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except

**TENTATIVE AGREEMENT
IFPTE, Local 21
Section 10 – Leave of Absence**

Presented on: 8/5/2022 @ 3:53pm

when required by ~~LTD Benefit Coordination~~ or SDI/Sick Leave Integration or as provided in the sections below.

~~B. Family Care or Medical Leave (FMLA). During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be required to use at least 0.1 hour of sick leave (if so entitled under Section 9.3 – Policies Governing the Use of Paid Sick Leave), vacation floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.~~

~~C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) weeks entitlement period of a medical leave specified in Section 10.4 – Family Care Leave or Medical Leave above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein. Effective July 1, 2016, the LTD program is discontinued for employees. An LTD claim filed prior to July 1, 2016 will be processed under the LTD program, until such time as the claim is closed.~~

BD. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 9.3 - Policies Governing the Use of Paid Sick Leave.

10.129 Leave of Absence Replacement and Reinstatement.

A. **Non-Statutory Leaves:** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department, and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 7 – Workforce Reduction/Layoff/Reassignment shall apply.

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 10 – Leave of Absence
Presented on: 8/5/2022 03:53pm

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- B. Statutory Leaves: An employee's right to reinstatement to the same or equivalent position at the end of an FMLA, CFRA, or PDL leave will be provided for in accordance with the applicable law(s).

~~**10.10 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 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 720 hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.~~

10.131 Salary Review While on Leave of Absence. The salary of an employee who is on a 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.

10.142 Furlough Days Without Pay. Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 – Compensation for Portion of Month of this MOU. Full time and part time employees who take furlough time shall have their vacation, sick leave, floating holiday and any other payroll-computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Section 6.2 – Holidays,

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 10 – Leave of Absence
Presented on: 8/5/2022 @ 3:53pm

Subsection 6.1.b., Section 8 – Vacation Allowance, and Section 9 – Sick Leave, of this MOU regarding the computation of vacation, sick leave, floating holiday and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

Gabriel Lemus / Gabriel Lemus
Sean Stalbaum / Sean Stalbaum

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TENTATIVE AGREEMENT
IFPTE, Local 21
Section 9 – Sick Leave
Presented on: 6/10/2022 @ 3:41pm

SECTION 9 – SICK LEAVE

9.1. 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.

9.2 Credits to and Charges Against Sick Leave. Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations and Memoranda of Understanding. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one 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 cancelled unless separation is involuntary and related to budget reductions, in which case the employee may petition the County to restore accumulated credits if that employee is reemployed 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.

9.3 Policies Governing the Use of Paid Sick Leave. As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

Immediate Family means and includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, niece, nephew, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

Employee means any person employed by Contra Costa County in an allocated position in the County service.

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 9 – Sick Leave
Presented on: 6/10/2022 @ 3:41pm

Paid Sick Leave Credits means those sick leave credits provided for by County Salary Regulations and memoranda of understanding.

Condition/Reason: With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- A. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.

- B. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
 - 1. An application for retirement due to disability has been filed with the Retirement Board.
 - 2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
 - 3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.

- C. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.

- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from, shall be allowed to utilize sick leave credit to the

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 9 – Sick Leave
Presented on: _____

maximum accrued by such employee during the period of such disability under the conditions set forth below:

1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
3. ~~Except as set forth in Section H – Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.~~ If all accrued sick leave has been utilized by the employee, the employee shall be considered on an approved leave without pay unless the employee chooses to use vacation or other non-sick leave accruals.

E. Medical and Dental Appointments. An employee may use paid sick leave credits:

1. For working time used in keeping medical and dental appointments for the employee's own care; and
2. For working time used by an employee for prescheduled medical and dental appointments for an immediate family member.

F. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.

G. Death of Family Member. An employee may use paid sick leave credits for

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 9 – Sick Leave
Presented on: _____

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 working days, plus up to two days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

H. Baby/Child Bonding. ~~Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.~~ To bond with the employee's newborn or placement of a child in an employee's family through adoption or foster care, an employee eligible for baby/child bonding leave pursuant to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may use sick leave credits for such baby/child bonding leave.

I. Accumulated paid sick leave credits may not be used in the following situations:

1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

9.4 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.

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 9 – Sick Leave
Presented on: 6/10/2022 @ 3:41pm

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3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
 4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.
- B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action. Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:
1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee.
 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.

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 9 – Sick Leave
Presented on: 6/10/2022 @ 3:41pm

Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Human Resources Director or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.

9.5 Disability.

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Human Resources Director may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 9 – Sick Leave
Presented on: 6/10/2022 @ 3:41pm

expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.

- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (A) or (B) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
1. a statement of the leave of absence or suspension proposed;
 2. the proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee;
 3. a statement of the basis upon which the action is being taken;
 4. a statement that the employee may review the materials upon which the action is taken;
 5. a statement that the employee has until a specified date (not less than seven (7) workdays from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) workdays to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 9 – Sick Leave
Presented on: 6/10/2022 2:41pm

employee of the order, appeal the order in writing through the Director of Human Resources to the Merit Board. Alternatively, the employee may file a written election with the Director of Human Resources waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.

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

Scope of the Arbitrator's Review.

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
2. The arbitrator may make his/her decision based only on evidence submitted by the County and the employee.
3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 9 – Sick Leave
Presented on: 6/10/2022 @ 3:41pm

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4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.
- M. It is understood that the benefits specified in Section 9 – Sick Leave and Section 9.6 – Workers' Compensation shall be coordinated with the rehabilitation program as determined by the labor-management committee.
- N. No employee who has been granted a leave without pay or unpaid military leave shall accrue any sick leave credits during the time of such leave, nor shall an employee who is absent without pay accrue sick leave credits during the absence.

9.6 Workers' Compensation.

- A. **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.
- B. **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.
- C. **Continuing Pay:** A permanent employee will receive the applicable percentage of regular monthly salary in lieu of workers' compensation

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 9 – Sick Leave
Presented on: 6/10/2022 @ 3:46pm

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.

- D. **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.

- E. **Method of Integration:** An employee's sick leave and/or vacation charges will 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

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 9 – Sick Leave
Presented on: 6/10/2022 @ 3:41pm

For example:

- W = \$960 per month Workers' Compensation
- S = \$1,667 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

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

 / Gabriel Lemus
 / Sean Stalbaum

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**TENTATIVE AGREEMENT
IFPTE, Local 21
Appendix H – Return to Work Policy**

Presented on: 6/10/2022 @ 2:00 pm

APPENDIX H – RETURN TO WORK POLICY

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

Return to Work Policy for Industrial Injury or Illness (Coalition)

1. 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 Worker's Compensation claim. Probationary employees, project, contracted, seasonal, agency temporary, 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 a form supplied by the County **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 procedure 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 Worker's 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, East Contra Costa Fire Protection District

TENTATIVE AGREEMENT
IFPTE, Local 21
Appendix H – Return to Work Policy

Presented on: 6/10/2022 @ 2:00pm

safety employees, Sheriff's Office and DA 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 4 hours per day.
- A. A temporarily industrially disabled employee with an accepted Worker's Compensation claim shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or a 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 (6) months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six (6) month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible, the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.
 - C. In the event that an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within fifteen (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 fifteen (15)

TENTATIVE AGREEMENT
IFPTE, Local 21
Appendix H – Return to Work Policy

Presented on: 6/10/2022 @ 2:00pm

calendar days of the Committee's decision.

V. RESPONSIBILITIES:

A. Departments

The principal ~~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 illness 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 Union quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on these reports. The County shall meet with the Union upon the Union's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily industrially disabled employee shall:

**TENTATIVE AGREEMENT
IFPTE, Local 21
Appendix H – Return to Work Policy**

Presented on: 6/10/2022 @ 2:00pm

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1. Notify the department of an industrial injury or illness in accordance with Worker's Compensation regulations.
 2. Seek prompt medical care through the County's Occupational Medicine Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County (~~Physician's Statement of Ability to Work, AK142~~).
 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 limitation 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 restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
 4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
 5. 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 Worker's 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 department in resolving questions regarding work restrictions and restricted duty placements.
4. Provide, as necessary, counseling and other services to employees placed on restricted duty.

TENTATIVE AGREEMENT
IFPTE, Local 21
Appendix H – Return to Work Policy

Presented on: 6/10/2022 @ 2:10pm

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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 Procedure 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 of department heads, managers, and department return to work coordinators concerning this policy.

VI: DEFINITIONS:

- A. Restricted Duty: A temporary work assignment provided to a temporary industrially disabled employee who cannot perform his/her regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable position in another department. Restricted duty is only available to a person who is expected to return to her/his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to a restricted duty assignment on a part-time basis, the 9/80 or 4/10 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

TENTATIVE AGREEMENT
IFPTE, Local 21
Appendix H – Return to Work Policy
Presented on: 10/10/2022 @ 2:00pm

first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

- B. County: For the purpose of this policy the term “County” includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County’s retirement system, excluding Contra Costa County Fire Protection District and East Contra Costa Fire Protection District, Sheriff’s Office and D.A. Investigator 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 Worker’s Compensation laws. Treatment shall be reasonably required and consistent with Worker’s Compensation guidelines and existing State law.
- E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employees appointed by the County Administrator and six (6) County employees appointed from the three (3) largest employee organizations in the County. Each member of the committee must commit to attending at least two (2) Committee meetings each year. Two (2) members appointed by the County Administrator and two (2) 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).

[Delete forms AK-142 and AK-143]

TENTATIVE AGREEMENT
IFPTE, Local 21
Appendix H – Return to Work Policy
Presented on: 10/10/2022 @ 2:50pm

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

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Gabriel Lemus / Gabriel Lemus
Sean Stalbaum / Sean Stalbaum

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TENTATIVE AGREEMENT

IFPTE, Local 21

Section 42.26

Presented on: 6/10/2022 @ 2:06pm

42.26 Treasurer-Tax Collector Professional Development Differential:

Incumbents of the following listed classifications in the Treasurer-Tax Collector's Department 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 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.

Eligible classes are:

Treasurer's Accounting Officer (S5SG)

Treasurer's Investment Operations Analyst (S5SD)

Tax Operations Supervisor (S5HC)

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.)

Certified Treasury Professional (C.T.P.)

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

[Signature] / Gabriel Lemus
Sean Stalbaum / Sean Stalbaum

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TENTATIVE AGREEMENT
IFPTE, Local 21
Section 42.9
Presented on: 6/10/2022 @ 2:08pm

SECTION 42.9 – Engineer Continuing Education Allowance:

42.9 Engineer Continuing Education Allowance: ~~Public Works~~ ~~e~~Employees in the classifications of Associate Civil Engineer (NKVC), Senior Land Surveyor (NSGA), Engineering Technician Supervisor–Construction (NSHE), Engineering Technician Supervisor–Land Surveyor (NSHD), Engineering Technician Supervisor–Materials Testing (NSHC), Senior Civil Engineer (NKHA), Senior Traffic Engineer (NKHB), Senior Hydrologist (N9HC), Supervising Civil Engineer (NKGa) and Supervising ARP Engineer (V4HE) 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 appointing authority ~~Public Works Director~~ or ~~his~~ their designee prior to beginning the course work.
- B. The education or training must be reviewed and approved in advance by the appointing authority ~~Public Works Director~~ or ~~his~~ their 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 appointing authority ~~Public Works Director~~ or ~~his~~ their designee. This allowance automatically terminates at the end of the twelve (12) month period.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

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Gabriel Lemus / Sean Stalborn
Sean Stalborn / Sean Stalborn

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TENTATIVE AGREEMENT
IFPTE, Local 21
Section 13 – Probationary Period

Presented on: 6/10/2022 @ 2:16pm

SECTION 13.2 – Classes With Probationary Period Over Six Months. Listed below are those classes represented by the Union which have probation periods in excess of six (6) months for original entrance appointments and six (6) months for promotional appointments:

<u>CLASSIFICATION</u>	<u>JOB CODE</u>	<u>MONTHS</u>
ANIMAL SVCS LIEUTENANT	BJHB	12
ASSOC REAL PROPERTY AGENT	DYTA	9
ASST REAL PROPERTY AGENT	DYVA	9
AUDITOR- APPRAISER I	DRWB	12
AUDITOR- APPRAISER II	DRVA	9
AUTOMATED CALL DIS COORD I	LBWB	9
AUTOMATED CALL DIS COORD II	LBNA	9
AUTOMATED CALL DIST ADMINISTRA	LBSC	9
BUSINESS SYSTEMS ANALYST	LTWK	9
BUSINESS SYSTEMS MANAGER	LTNE	9
CHILD SPRT BUSINESS SVCS MNGR	APSE	12
CHILD SPRT SUPERVISOR	SMNA	12
CLERK-RECORDER SVCS MANAGER	EASA	12
COMMUNITY WARNING SYS MANAGER	64NE	9
COMPUTER AID DRAFT OPER TRAINEE	NP7A	9
COMPUTER AIDED DRAFTING OPER	NPWB	9
COMPUTER OPERATIONS ANALYST	LKVA	9
COMPUTER OPERATIONS MANAGER	LKGA	9
COMPUTER OPERATIONS SUPERVISOR	LKHA	9
DATABASE ADMINISTRATOR	LWSA	9
ELECTIONS SVCS MANAGER	EBSA	12

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 13 – Probationary Period
Presented on: 6/10/2022 @ 2:44pm

EMERGENCY PLANNING COORD	9GSA	12
ENVIRONMENTAL ASSISTANT	51VC	9
FIRE DISTRICT INFO SYST MANGR	LTNC	9
GRAPHIC DESIGNER	5HWB	9
GRAPHICS TECHNICIAN I	5HWA	9
GRAPHICS TECHNICIAN II	5HVA	9
INFO SYS MANAGER I	LTNA	9
INFO SYS PROGRAMMER/ANALYST I	LPWA	9
INFO SYS PROGRAMMER/ANALYST II	LPVA	9
INFO SYS PROGRAMMER/ANALYST IV	LPNB	9
INFO SYS PROGRAMMER/ANLYST III	LPTB	9
INFO SYS PROJECT MANAGER	LPNA	9
INFO TECH PROJECT MANAGER	LBSB	9
INMATE INDUST ENGRAVE PROG SUP	64HG	9
INMATE INDUST SUPERVISOR	64HF	9
JUNIOR DRAFTER	NPWA	9
JUNIOR REAL PROPERTY AGENT	DYWA	9
LEAD C A D OPERATOR	NPTA	9
LIABILITY CLAIMS ADJUSTER	AJWF	12
MANAGER CENTRAL ID SVCS	64DB	9
NETWORK ADMINISTRATOR I	LNSA	9
NETWORK ADMINISTRATOR II	LNSB	9
NETWORK ANALYST I	LBVA	9
NETWORK ANALYST II	LBTA	9
NETWORK MANAGER	LBHA	9
NETWORK TECHNICIAN I	LNWA	9
NETWORK TECHNICIAN II	LNVA	9

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 13 – Probationary Period
Presented on: 6/10/2022 @ 2:11pm

PLANNER I	5AWA	12
PLANNING TECHNICIAN I	51WB	9
PLANNING TECHNICIAN II	51VB	9
PLANNING TECHNICIAN III	51TB	9
<u>PROP INFO AND BUS SYS MGR</u>	<u>LWVD</u>	<u>12</u>
PW GIS COORDINATOR	LWSB	9
REAL PROPERTY TECH ASSISTANT	DY7B	9
RECORDS MANAGER	64HE	9
SHERIFF DIR OF PROP EVIDENCE	64FG	9
SHERIFF'S TELECOM TECH MANAGER	PEDD	9
SR AUDITOR-APPRAISER	DRTA	9
SR BUSINESS SYSTEMS ANALYST	LTVJ	9
SR DRAFTER	NPVA	9
SR EMERGENCY PLANNING COORD	9GWB	12
SR REAL PROPERTY AGENT	DYTB	9
SR REAL PROPERTY TECH ASST	DY7C	9
SR TRANSPORTATION PLANNER	5AHB	12
SR WORKERS COMP CLAIMS ADJS	AJTC	12
SUPERVISING DRAFTER	NPHB	9
SYSTEMS SOFTWARE ANALYST I	LWWA	9
SYSTEMS SOFTWARE ANALYST II	LWVA	9
<u>TAX OPERATIONS SUPERVISOR</u>	<u>S5HC</u>	<u>12</u>
TRAFFIC SAFETY INVESTIGATOR	N4WA	9
TRANSPORTATION PLANNER	5ATB	12
<u>TREASURER'S INVEST OPS ANALYST</u>	<u>S5SD</u>	<u>12</u>
VICT/WIT ASSISTANCE PROG MNGR	2KHA	12
WORKERS COMP CLAIMS ADJUST II	AJVF	12

**TENTATIVE AGREEMENT
IFPTE, Local 21
Section 13 – Probationary Period**

Presented on: 6/10/2022 2:11pm

WORKERS COMP CLAIMS ADJUSTER I	AJWJ	12
WORKERS COMP CLAIMS SUPERVISOR	AJHB	12

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

[Signature] / Gabriel Lemus

Sean Stalbaum / Sean Stalbaum

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TENTATIVE AGREEMENT
IFPTE, Local 21
Section 43 – State Disability Insurance

Presented on: 6/10/2022 @ 4:36pm

SECTION 43 – STATE DISABILITY INSURANCE (SDI)

43.1 General Provisions. Contra Costa County participates in the State Disability Insurance (SDI) Program, subject to the rules and procedures established by the State of California. The County augments the SDI program with its SDI Integration Program. Changes to the State Disability Insurance program could affect the County's SDI Integration Program. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. Employees eligible for SDI benefits are required to apply for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

"Integration" means that employees are required to use their sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary to the extent that the total payment does not exceed the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off work, on disability, and receiving SDI, the employee's County Department will make appropriate integration adjustments, including retroactive adjustments, if necessary. Employees must inform their Department of their application for SDI in a timely manner in order for the Department to make appropriate integration adjustments. SDI benefit payments will be sent directly to the employee by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. These accruals may be used only to the extent that the total payment does not exceed the employee's base monthly salary.

43.2 Procedures. Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the Department will automatically use 0.1 hours of sick leave per month for the duration of their SDI benefit.

When the SDI benefit is exhausted, integration terminates. The employee then

**TENTATIVE AGREEMENT
IFPTE, Local 21
Section 43 – State Disability Insurance**

Presented on: 6/16/2022 @ 4:36pm

may continue to use sick leave without integration and/or other accruals.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates. An employee may choose to use any other accruals without reference to the SDI Integration Program.

Employees with no sick leave balance at the beginning of their SDI integration period may use any other accruals without reference to the SDI Integration Program. Employees whose SDI claims are denied must present a copy of their claim denial to their Department. The Department will then authorize the use of unused sick leave and/or other accruals as appropriate.

43.3 Method of Integration. For purposes of integration with the SDI program, all full-time employees' schedules will be converted to eight (8) hour/five (5) day weekly work schedules during the period of integration.

The formula for full-time employees' sick leave integration charges is as follows:

$$L = [S - D] \div] \times 8$$

S = Employee Base Monthly Salary
H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]
W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table
C = Calendar Days in Each Month
D = Estimated Monthly SDI Benefit [d = (W ÷ 7) x C]
L = Sick Leave Hours Charged per Day

Permanent part-time employees, permanent-intermittent employees, and full-time employees who are working a light/limited duty reduced schedule, will have their sick leave integration adjusted accordingly.

43.4 Definition. "Base Monthly Salary", for purposes of the SDI Integration program, is defined as the salary amount of the employee's step on the salary schedule of the employee's classification at the time of integration.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

IFPTE, Local 21:
(Signature / Printed Name)

Gabriel Lemus / Gabriel Lemus

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 43 – State Disability Insurance
Presented on: 6/10/2022 @ 4:36pm

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TENTATIVE AGREEMENT
IFPTE, Local 21
Section 6.2 – Holidays Observed

Presented on: 6/17/2022 @ 2:42pm

SECTION 6.2 – HOLIDAYS OBSERVED

6.2 Holidays Observed: The County will observe the following holidays during the term covered by this Memorandum of Understanding:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day

Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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

General Rule: 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.

Exception: For any employee who works in a twenty-four (24) hour facility and is assigned to unit or service that operates on a shift operational cycle that includes Saturdays and Sundays, holidays are observed on the day on which they fall, regardless if it is a Saturday or Sunday.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

[Signature] / Gabriel Lemus
Sean Stalbaum / Sean Stalbaum

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TENTATIVE AGREEMENT
IFPTE, Local 21
Section 2 – Union Security
Presented on: 7/8/2022 @ 1:39pm

SECTION 2 - UNION SECURITY

2.1 Dues Deduction. Pursuant to Board of Supervisors' Resolution 81/1165, only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction for all employees in its units.

A. The Union shall regularly provide the County with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section in a manner that has been mutually agreed upon by the County and the Union. The Union will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email.

B. Requests for dues deductions, T.J. Anthony Fund Committee deductions, or other Union sponsored programs received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period.

Employees in classifications represented by IFPTE Local 21 may make a voluntary, monthly contribution to the T.J. Anthony Fund through the County payroll system. Monthly contributions will be deducted from the employees' pay by the County and remitted to IFPTE Local 21, T.J. Anthony Fund. The T.J. Anthony Fund is the Union's political action fund.

The Union certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

C. Requests to authorize dues/other deduction(s), or requests to cancel or change status regarding such deductions, shall be directed to the Union rather than the County. The County shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

D. The Union shall not provide the County a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

F. The Union shall indemnify and hold the County harmless from any and all claims, demands, suits, or any other form of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorney's fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

~~2.2 Agency Shop:~~

- ~~A. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.~~
- ~~B. All employees hired, transferred, or promoted into a classification represented by Local 21 (except for those management classifications listed in Appendix D) on or after the date this MOU is adopted by the Board of Supervisors, and continuing until the termination of this MOU, shall either:~~
- ~~1. Become and remain a member of the Union or;~~
 - ~~2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments determined by the Union. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or~~
 - ~~3. Do both of the following:~~
 - ~~a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and~~
 - ~~b. Pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.~~
- ~~C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee.~~
- ~~D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the represented unit, but, shall be reinstated upon the return of the employee to the represented unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.~~
- ~~E. The Union will comply with the financial disclosure requirements set forth in~~

California Government Code section 3502.5(f), or as otherwise required by law.

F. ~~Compliance.~~

1. ~~An employee employed in or hired into a job class represented by the Union shall be provided with an Employee Authorization for Payroll Deduction form by the Human Resources Department.~~
2. ~~If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.~~

G. ~~The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this MOU by the County Board of Supervisors.~~

H. ~~The County Human Resources Department shall monthly furnish a list of all new hires to the Union.~~

I. ~~In the event that employees in a bargaining unit represented by the Union vote to rescind agency shop, the provisions of Section 2.4 and 2.5 shall apply to dues paying members of the Union.~~

2.32 Union Dues Form. Employees hired into classifications assigned to units represented by the Union ~~shall~~ may elect to complete a ~~County~~ Union dues authorization form provided by the Union ~~and shall~~ to have deducted from their paychecks the stipulated union membership dues. ~~Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Service Unit within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.~~

Each such dues authorization form referenced above shall include a statement that

~~the Union and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues, 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 as provided in Section 2.3 – Rescission of Dues Authorization, below.~~ Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his/her right to revoke said authorization.

~~**2.4 — Maintenance of Membership.** All employees in units represented by the Union who are currently paying dues to the Union and all employees in such units who hereafter become members of the Union shall pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the classification to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.5.~~

~~**2.53 Withdrawal of Membership Rescission of Dues Authorization.** By notifying the Auditor-Controller's Office in writing, between May 1 and May 31 any Employees may who wish to rescind their withdraw from Union membership shall notify the Union in writing in accordance with the IFPTE membership application, and discontinue paying dues as of the payroll period commencing on June 1. The discontinuance of dues payments will then be reflected in the July 10 paycheck. After May 31, the Auditor-Controller's Office shall submit a copy of any written withdrawal request with a time and date stamp from the Auditor-Controller's Office along with a list of the employees who have rescinded their authorization for dues deduction to the Human Resources Department for distribution to the Union.~~

2.4 Data Pertaining to Deductions. The County Human Resources Department shall monthly furnish an electronic list containing the following information for all new hires to bargaining units represented by the Union, whether permanent full-time, permanent intermittent, permanent part-time, project, or temporary:

1. Full name (first, middle, last, suffix)
2. Home address
3. Home, Work, and Cell phone numbers (if provided)
4. Personal and work email
5. Work location
6. Employee Number
7. Job Classification
8. Job Type (full-time, part-time, temporary, project, etc.)
9. Bargaining Unit

2.65 Communicating With Employees. The Union is allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with official Union business such as times and places of meetings and further provided that the Union appropriately posts and removes the information. The department head reserves

the right to remove objectionable materials after notification to and discussion with the Union.

Representatives of the Union, not on County time, are permitted to place a supply of employee literature at specific locations in County buildings, if arranged through the Appointing Authority or designated representative; said representatives may distribute Union 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 the County work in progress.

The Union may have 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 discipline, and/or to contact a union officer on a matter within the scope of representation;
- E. to ascertain whether the terms and conditions of the MOU are being complied with.

In the application of this provision, the Union must make advance arrangements, including disclosure of which of the above purposes is the reason for the visit, with the department representative in charge of the work area, and the visit must not interfere with County services.

In order to protect bargaining unit employees from harassment or invasion of privacy, the County shall notify the Union in a timely manner of any third-party request for demographic and/or personal information of bargaining unit employees.

2.76 Use of County Buildings. The Union is allowed the use of areas normally used for meeting purposes for meetings of County employees when:

- A. such space is available; and
- B. there is no additional cost to the County; and
- C. it does not interfere with normal County operations, nor interfere with any employee's work responsibilities; and
- D. employees in attendance are not on duty and are not scheduled for duty; and
- E. the meetings are on matters within the scope of representation.

The administrative official responsible for the meeting space will establish and maintain the scheduling of such uses. The Union must maintain proper order at its meetings, and see that the meeting space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.87 Advance Notice. The Union will, 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, constitutes advanced notice.

If there is insufficient time to meet and confer on an issue prior to the Board's meeting, the item shall be deferred if so requested by the Union. In cases of emergency when the Board, or boards and commissions 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.

2.98 Written Statement for New Employees New Employee Orientation.

- A.** For purposes of this Section, a "new employee" is any person not currently represented by the Union who is hired into a classification represented by the Union, whether by way of competitive examination, transfer, reclassification, demotion, or promotion.
- B.** The County will provide a written statement to each new employee hired into a classification represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union.
- C.** The County will provide written notice of both Employer-wide and department-level new employee orientations (no matter how few participants, and whether in person, online, or through other means or mediums) to the Union, at least ten (10) calendar days prior to the event, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. In the event that the County provides less than ten (10) calendar days; notice or no notice, and the Union is unable to attend the orientation because of the short notice or no notice, the Union may request to meet with new employees entering the Local 21 bargaining unit. The department will work to arrange a meeting within seven (7) working days of the Union's request for up to thirty (30) minutes (the department has the discretion to allow additional time if available) during regular working

hours and on-site or virtually without loss in compensation. The make-up session is mandatory for the employee and shall be arranged in coordination with the Department and conducted by the Union.

- D. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation. Also, the full name, classification, and department of all new employees entering the unit shall be provided. At the discretion of the department, new employee orientations may be done virtually.
- E. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes (the department has the discretion to allow additional time if available), and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation.
- F. Upon approval of the department and when available, the Union shall have the right to use the County's facilities to conduct new employee orientation sessions and make-up orientation meetings with new employees in the bargaining unit.
- G. A bargaining unit member attending orientation as a Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the names of any employees who they wish to be released at least 48 hours in advance of the meeting to the Chief of Labor Relations.

2.10 Assignment of Classes to Bargaining Units. The County shall assign new classes in accordance with the following procedure:

- A. Initial Determination. When a new class title is established, the Labor Relations Manager will 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 will mail notice to all recognized employee organizations of his/her determination.
- B. Final Determination. His/her determination is final unless within ten (10) days after mailing of the notice, a recognized employee organization requests, in writing, to meet and confer thereon.
- C. Meet and Confer and Other Steps. The Labor Relations Manager, or designee, will meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the request in Subsection B, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination, are governed by Board of Supervisors' Resolution 81/1165.

~~2.11 T.J. Anthony Fund.~~ Employees in classifications represented by IFPTE Local 21 may make a voluntary, monthly contribution to the T. J. Anthony Fund through the County's payroll system. Monthly contributions will be deducted from employees' pay by the County and remitted to IFPTE Local 21, T.J. Anthony Fund. The T.J. Anthony Fund is the Union's political action fund.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

 / Gabriel Lemus

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Sean Stalbaum / Sean Stalbaum

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TENTATIVE AGREEMENT
IFPTE, Local 21
Section 41.8 – Bilingual Pay Differential
Presented on: 6/17/2022 2:46pm

SECTION 41.8 – BILINGUAL PAY DIFFERENTIAL

41.8 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~~ two hundred dollars (\$~~1~~200.00) 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. The Union shall be notified when such designations are made.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

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Gabriel Lemus / Gabriel Lemus
Sean Stalbaum / Sean Stalbaum

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COUNTY COUNTER PROPOSAL 2 to -YY
IFPTE, Local 21
Section 41.10 – Vacation Buy Back

Presented on: 6/17/2022 @ 2:51pm

SECTION 41.10 – VACATION BUY BACK

41.10 Vacation Buy Back:

- A. Employees 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 in each calendar year; (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 calendar year is one-third (1/3) of the annual accrual.
- B. 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.
- ~~C. Employees promoted, hired or rehired by the County into any classification represented by Local 21 on and after October 1, 2011, are not eligible for the Vacation Buy Back benefit. However, any employee who was eligible for a Vacation Buy Back benefit before promoting into a classification represented by Local 21 will retain that benefit after promoting into a classification represented by Local 21.~~
- DC. This section does not apply to employees in classifications of Unit C and the Appraisers Unit (ZD).

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

/_____

/_____

IFPTE, Local 21:
(Signature / Printed Name)

Gabriel Lemus / Sean Stalbaum

/_____

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TENTATIVE AGREEMENT
IFPTE, Local 21
Section 6.7 – Overtime Exempt Exclusion
Presented on: 6/22/2022 @ 3:22pm

SECTION 6.7 – OVERTIME EXEMPT EXCLUSION

6.7 Overtime Exempt Exclusion: Employees who are awarded Annual Management Administrative Leave in recognition of the extra burden their job responsibilities may sometimes place on their work schedules are overtime exempt and are not eligible for overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. However, these 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 the procedures for the Overtime Exempt Exclusion List are set forth in the County Administrator's ~~memo~~ Administrative Bulletin Number 317 of November 6, 2002 October 1, 2017, as may be amended. This section does not apply to employees in Unit C and the Appraisers Unit (ZD).

If exigent circumstances exist, such as natural disaster or a work action (strike), the County Administrator may waive the standard quarterly procedure and approve employees to be placed on the exempt exclusion list for a period of no less than one month. In these circumstances, the annual administrative leave will be reduced each month based on a proration of their awarded hours (8.3%). The hours either will be reduced from the employee's current administrative leave balance or future awarded administrative leave hours.

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.

Employees on the Overtime Exempt Exclusion List are eligible for County overtime pay, only. County overtime will only be paid for work performed in excess of the employee's scheduled work day (e.g. 8, 9, 10, or 12 hour work days, as applicable) or in excess of forty (40) hours in a work week, so long as the employee actually worked all of his/her scheduled hours in the applicable work day/work week. County overtime will be paid at the rate of one and one half (1.5) times the employee's base rate of pay (not including differentials).

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 6.7 – Overtime Exempt Exclusion

Presented on: 6/22/2022 @ 3:22pm


Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

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 / Gabriel Lemus
Sean Stalbaum / Sean Stalbaum

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**COUNTY COUNTER PROPOSAL 5 to U-U
IFPTE, Local 21
New Section 49 – Position Classification Study
Presented on: 8/5/2022 @ 10:45am**

SECTION 49 – POSITION CLASSIFICATION STUDY

Section 49 – Position Classification Study:

49.1 An employee who believes their position is misclassified may submit to their supervisor/manager a written request for a position classification study. The request must include the employee's name, classification, department, and their basis for their belief that their position is misclassified. The department will review the request within ninety (90) calendar days of receipt of the completed request. If the department supports the request the employee will be provided with a Position Description Questionnaire (PDQ) form to complete and return to the department to begin the position classification review process. If the department does not support the request, they will notify the employee of their determination and their reasons for denial within ninety (90) calendar days of receipt of the written request.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

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IFPTE, Local 21:
(Signature / Printed Name)

Gabriel Lemus / Gabriel Lemus
Sean Stalbaum / Sean Stalbaum

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 41.9.A. – Overtime Exempt Exclusion
Presented on: 8/5/2022 @ 11:20 am

SECTION 41 – OTHER BENEFITS

[Subsections 41.1 through 41.8 remain unchanged unless otherwise agreed upon in County or Union proposals.]

41.9 Other Terms and Conditions of Employment

- A. Overtime Exempt Exclusion: Employees in Local 21-represented 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, 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,~~ Administrative Bulletin Number 317 as may be amended.

If exigent circumstances exist, such as natural disaster or a work action (strike), the County Administrator may waive the standard quarterly procedure and approve employees to be placed on the exempt exclusion list for a period of no less than one month. In these circumstances, the annual administrative leave will be reduced each month based on a proration of their awarded hours (8.3%). The hours either will be reduced from the employee's current administrative leave balance or future awarded administrative leave hours.

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.

- B. 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.

TENTATIVE AGREEMENT
IFPTE, Local 21
Section 41.9.A. – Overtime Exempt Exclusion
Presented on: 8/5/2022 @ 11:20 am

- C. 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.

- D. This section does not apply to employees in classifications of Unit C and the Appraisers Unit (ZD).

[Subsections 41.11 through 41.15 remain unchanged unless otherwise agreed upon in County or Union proposals.]

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

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IFPTE, Local 21:
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Gabriel Lemus / Gabriel Lemus
Sean Stalbaum / Sean Stalbaum

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TENTATIVE AGREEMENT
IFPTE, Local 21
Section 26 – Flexible Staffing
Presented on: 8/5/2022 @ 11:01 am

SECTION 26 – FLEXIBLE STAFFING

A. Certain positions may be designated by the Director of Human Resources as flexibly staffed positions. Positions are generally allocated at the first level of the job series when vacated. When the position is next filled and an incumbent of one of these positions meets the minimum qualifications for the next higher level and has met appropriate competitive requirements, he or she may then be promoted to the next higher classification within the job series, without need of a classification study. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to promote an employee on the first of the month when eligible, said appointment must 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.~~

B. Appeal from Denial of Promotion in Flexibly Staffed Positions. An employee may appeal to the Merit Board from a failure to promote from a flexibly staffed position to another flexibly staffed position within the same classification series after written request for promotion. No more than one (1) request may be made by an employee during any six (6) month period. The appeal must be written and signed by the appellant. The written request must state that a demand for promotion has been made and not granted within three (3) days of the request, set forth specific facts by which it is claimed the failure to promote was arbitrary or capricious and must be filed with the Merit Board with a copy provided to the Director of Human Resources not later than 5:00 p.m. on the tenth (10th) calendar day after the date of the written request for promotion. The appellant has the burden of proof that the refusal to promote was arbitrary and capricious.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

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IFPTE, Local 21:
(Signature / Printed Name)

Gabriel Lemus / Gabriel Lemus
Sean Stalbaum / Sean Stalbaum

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TENTATIVE AGREEMENT

IFPTE, Local 21

Section 19 – Dismissal, Suspension, Demotion or Reduction in Pay

Presented on: 8/5/2022 @ 2:36pm

SECTION 19 - DISMISSAL, SUSPENSION, DEMOTION OR REDUCTION IN PAY

[Subsections 19.1 through 19.7 remain unchanged unless otherwise agreed to by County or Union proposals.]

19.8 Timely Progressive Discipline. The parties agree that timely progressive discipline promotes changes in behavior. The County will endeavor to notify the employee of any incident giving rise to a disciplinary action as soon after the incident as is reasonably possible.

Date: 8/8/2022

Contra Costa County:
(Signature / Printed Name)

IFPTE, Local 21:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

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Gabriel Lemus / Gabriel Lemus
Sean Stalbaum / Sean Stalbaum

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