

Contra Costa County - AFSCME, Local One
2022 Comprehensive Tentative Agreement
Presented: 8/9/22

This package proposal is designed to address all outstanding proposals between the parties.

Accept C-12 Clean-Up Items – 8/9/22

- Re-title Section 5.15 – Salaries and Deferred Compensation to Deferred Compensation
- Update Section 19.9 – Supplemental Life Insurance to change the guaranteed issue amount from \$100,000 to \$150,000 (effective 1/1/2021)
- Update Attachment D – PI Employee Special Pays & Benefits to correct the earning code for Detention Facility Assignment Pay
- Re-order, re-number, and clean-up MOU sections as necessary.

Incorporate new and relevant current side letters into sections of the MOU and delete side letters

- Update Section 1 – Union Recognition to change the name of the Family & Children Services Unit to Community Services Bureau Unit. (Side Letter 2017/174 dated May 10, 2017)
- Update Section 2.9 – Written Statement for New Employees to incorporate language from Side Letter 2018/30 dated January 16, 2018, regarding AB 119 mandating union access to new employee orientations.
- Update Section 13.3 – Vacation Accrual Rates to incorporate language from Side Letter 2017/174 dated May 10, 2017, adding the vacation accrual rate table for the Community Services Bureau Unit and remove Community Services Bureau Unit from Section 13.3.A.
- Update Section 19 – Medical, Dental, & Life Insurance to incorporate language from side letter dated November 14, 2018, regarding changes in healthcare options.

Union Proposals Withdrawn 8/9/22:

- UP Union Proposal Summary
- L1-1 Longevity Pay (Section 5.1.B)
- L1-4 Training Reimbursement (Section 28)
- L1-5 Pay Warrant Errors (Section 33)
- L1-6 Rest Breaks (Section 46)
- L1-8 COVID Banked Hours (New Section)
- L1-9 Lump Sum Payment (No Section)
- Ag/WM-2 Medical, Dental & Life Insurance (Section 19.1)
- AS-1 Safety Shoes and Prescription Safety Eyeglasses (Section 29)
- AS-2 Computer Vision Care (CVC) Users Eye Exam (Section 30)
- AS-3 Hazard Pay (Section 44)
- AS-4 Uniforms (Section 53.1.B.3)
- AS-6 Raingear/Outerwear (Section 53.1.B.5)

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- AS-7 Kennel Staff (Section 53.1.B.6)
 - AS-9 Search Warrants (Section 53.1.B.16)
 - AS-10 Kennel Staff Facial Hair (Section 53.1.B.19)
 - AS-12 Licensing Fee Reimbursement VA (New Section 53.1.B.21)
 - AS-13 Licensing Fee Reimbursement RVT (New Section 53.1.B.20)
 - BT-4 Fatigue Rest Period (New Section 53.2.I)
 - BT-5 Detention Facility Assignment Pay (Section 53.2.C)
 - CSB-1 Christmas Break (New Section)
 - CSB-2 9/80 Schedule (New Section)
 - CSB-3 Merit System (New Section)
 - CSB-5 Child Care Stipend (New Section)
 - CSB-6 Education Stipend for Employees with College Age Children (New Section)
 - IU-1 Investigative Unit (New Section 53.4.B)
 - LIB-1 Salaries (Section 5)
 - LIB-2 Shift Differential (Section 10)
 - LIB-3 Reassignment of Work Location (Section 22.3)
 - LIB-4 Vacation Accrual Rates (Section 13.3)
 - LIB-5 Library Practices Advisory Committee (Attachment J)

Tentative Agreements:

- Union Coalition Tentative Agreement – TA 7/28/22
 - Duration of Agreement (Section 50.4)
 - July 1, 2022, through June 30, 2026.
 - General Wages (Section 5.1 and 53.3)
 - 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%).
 - COVID Pandemic Service Relief Payment
 - Compensation Study
 - Medical, Dental & Life Insurance (Section 19)
 - Dental Plan Design
 - Health Savings Account with High Deductible Health Plan
 - Medical Plan Cost Sharing for Active Employees
 - Joint Labor/Management Benefit Committee
- C-2 Salaries (Section 5) – TA 8/9/22
- C-3 Promotion and Transfer (Definitions/Section 5.12) – TA 8/9/22
- C-4 Union Security (Section 2/Section 48.3) – TA 8/9/22

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- C-5 State Disability Insurance (Section 16) – TA 8/9/22
- C-6 Sick Leave (Section 14) – TA 8/9/22
- C-7 Leave of Absence (Section 17) – TA 8/9/22
- MOD C-9 Library Unit Items (Section 53.5) / Library Practices Advisory Committee (Attachment J) – TA 8/9/22
- C-11 Contra Costa County Return to Work Policy for Injury or Illness (Attachment M) – TA 8/9/22
- CCP to Ag/WM-1 Overtime, Compensatory Time, & Straight Time (Section 7.1) – TA 8/9/22
- CCP to L1-2 Holidays and Personal Holiday Credit (Section 12.1) – TA 8/9/22
- CCP to L1-3 Bilingual Pay (Section 26) – TA 8/9/22
- MOD CCP to AS-8 Surgical Scrubs (Section 53.1.B.8) – TA 8/9/22


County/Union Proposals Not Specifically Identified:

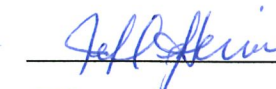

- All County and Union proposals not identified above are deemed withdrawn.

Date: 8/10/22

CONTRA COSTA COUNTY:
 (Signature / Printed Name)

AFSCME, LOCAL ONE:
 (Signature / Printed Name)

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 | JEFF APKARIAN
 | Genevieve Vigil
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**COUNTY COUNTER PROPOSAL TO Ag/WM-1
AFSCME, LOCAL ONE**

**Section 7.1 – Overtime, Compensatory Time, & Straight Time
Presented on: 7/26/22**

SECTION 7 – OVERTIME, COMPENSATORY TIME, & STRAIGHT TIME

7.1 Overtime.

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

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

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

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

B. Permanent Intermittent and temporary employees, except Permanent Intermittent Project Employees who will be paid overtime in accordance with Section 7.1.A above, will be paid overtime pay for any authorized work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day. Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1.5) times the employee's hourly base rate of pay (not including shift or any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base hourly rate of pay, not on the overtime rate of pay.

[Sections 7.2-7.4 remain unchanged]

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

Chuck Flesher / CHUCK FLESHER

AFSCME, LOCAL ONE:
(Signature / Printed Name)

Jeff Apkarian / JEFF APKARIAN

COUNTY COUNTER PROPOSAL TO Ag/WM-1

AFSCME, LOCAL ONE

Section 7.1 – Overtime, Compensatory Time, & Straight Time

Presented on: 7/26/22

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COUNTY COUNTER PROPOSAL TO L1-2
AFSCME, LOCAL ONE
Section 12 – Holidays
Presented on: 7/13/22

SECTION 12 - HOLIDAYS

12.1 Holidays and Personal Holiday Credit. The County will observe the following holidays:

- A. January 1st, known as New Year's Day
3rd Monday in January known as Dr. M. L. King, Jr. Day
3rd Monday in February, known as Presidents' Day
The last Monday in May, known as Memorial Day
June 19th, known as Juneteenth
July 4th, known as Independence Day
First Monday in September, known as Labor Day
November 11th, known as Veterans Day
4th Thursday in November, known as Thanksgiving
The day after Thanksgiving
December 25th, known as Christmas Day

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

1. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday, and any holiday that falls on a Sunday is observed on the following Monday.
 2. For employees in the Health Services Department who are assigned to units or services on a shift operational cycle that includes Saturdays and Sundays, holidays are observed on the day that the holiday falls regardless if it is a Saturday or Sunday.
 3. For employees who work in twenty-four (24) hour facilities other than in the Health Services Department and who may be assigned to work on a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.
- B. Effective January 1, 2012, each full-time employee will accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in one (1) minute increments, and preference of personal holidays will be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

**COUNTY COUNTER PROPOSAL TO L1-2
AFSCME, LOCAL ONE
Section 12 – Holidays
Presented on: 7/13/22**


C. Effective January 1, 2012, employees who work in twenty-four (24) hour facilities will, in addition to those holidays specified in Section 12.1A, observe Admission day on September 9, Columbus Day on the second Monday in October, and Lincoln's Day on February 12 as holidays, but will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B above, but will accrue two (2) hours per month of personal holiday credit. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.



[Section 12.2-12.6 remain unchanged]

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

AFSCME, LOCAL ONE:
(Signature / Printed Name)

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**COUNTY COUNTER PROPOSAL TO L1-3
 AFSCME, LOCAL ONE
 Section 26 – Bilingual Pay
 Presented on: 7/13/22**


SECTION 26 - BILINGUAL PAY



A salary differential of two hundred eighty dollars (~~\$200.00~~~~\$80.00~~) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be paid to eligible employees in paid status for any portion of a given month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County. The Union shall be notified when such designations are made. ~~Effective January 1, 2007, the differential shall be increased to a total of one hundred dollars (\$100.00) per month.~~

Date: 8/10/22

CONTRA COSTA COUNTY:
 (Signature / Printed Name)

AFSCME, LOCAL ONE:
 (Signature / Printed Name)

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Tentative Agreement
AFSCME, LOCAL ONE
Section 5.1 – General Wages
Presented on: 8/9/22

SECTION 5 – SALARIES

5.1 General Wages.

- A. 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 each individual union in the Union Coalition will be increased by five percent (5%). ~~Effective January 1, 2017 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 each individual union in the Union Coalition will be increased by five percent (5%). ~~Effective July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by two percent (2%).~~

Effective July 1, 2024, the base rate of pay for all classifications represented by each individual union in the Union Coalition will be increased by five percent (5%). ~~Effective July 1, 2018, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~

Effective July 1, 2025, the base rate of pay for all classifications represented by each individual union in the Union Coalition will be increased by five percent (5%). ~~Effective July 1, 2019, the base rate of pay for all classifications represented by the Union will be increased by two percent (4%).~~

~~Effective July 1, 2020, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~

~~Effective July 1, 2021, the base rate of pay for all classifications represented by the Union will be increased by two percent (3%).~~

- B. Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.
- C. 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:

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Section 5.1 – General Wages
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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 x (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, 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.

D. Compensation Study.

1. 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>BJWD</u>	<u>Animal Services Officer</u>
<u>CJW2</u>	<u>Infant Toddler Associate Teacher-Project</u>
<u>CJN2</u>	<u>Infant Toddler Teacher-Project</u>
<u>CJT1</u>	<u>Master Teacher-Project</u>
<u>3KTC</u>	<u>Senior Library Literacy Assistant</u>
<u>CJN1</u>	<u>Teacher-Project</u>

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AFSCME, LOCAL ONE
Section 5.1 – General Wages
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2. County Human Resources shall conduct and complete the previously identified compensation study for the following classification:

<u>3KVB</u>	<u>Library Assistant – Journey Level</u>
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3. Comparator Agencies – The following comparator agencies will be utilized in the classification studies: Alameda County, Marin County, Napa County, City and County of San Francisco, San Mateo County, Santa Clara County, Solano County and Sonoma County.

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

53.3 Community Services Bureau Unit.

It is understood for this Unit that all terms and conditions of the MOU shall apply except (1) those sections which pertain to the Merit System, (2) those limited in Attachment C, as modified below, and (3) entitled Sections in the MOU modified below:

A. Salaries. Because employees in the Community Services Bureau (CSB) receive external State and federal funding for their programs, these employees are not eligible for general cost of living wage adjustments negotiated between Local One and the County.

Wages.

1. 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

Tentative Agreement
AFSCME, LOCAL ONE
Section 5.1 – General Wages
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~~represented by each individual union in the Union Coalition will be increased by five percent (5%). Effective the first day of the month following ratification by the Union, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).~~

2. Effective July 1, 2023, the base rate of pay for all classifications represented by each individual union in the Union Coalition will be increased by five percent (5%). ~~Effective July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by two percent (2%).~~
3. Effective July 1, 2024, the base rate of pay for all classifications represented by each individual union in the Union Coalition will be increased by five percent (5%).
4. Effective July 1, 2025, the base rate of pay for all classifications represented by each individual union in the Union Coalition will be increased by five percent (5%).
5. ~~No later than November 1, 2017, or within thirty (30) days of the County's receipt of notice concerning the amount of State and Federal grant funding for Community Services Bureau programs for the following calendar year, the County shall request to meet and confer with the Union to discuss salary adjustments for 2018. The amount of salary adjustment and effective date shall be determined by the Union and County in the meet and confer process.~~

Lump Sum Ratification Payment

1. Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria, will be paid a lump sum ratification payment of one thousand dollars (\$1000). Permanent part-time employees, including project employees, who meet all of the following criteria, will be paid a prorated lump sum ratification payment based on approved position hours. The prorated lump sum payment for permanent part-time employees will be calculated by multiplying one thousand dollars (\$1000) by the employee's approved position hours (for example: $\$1000 \times (20/40) = \500).
2. Permanent-Intermittent Employees. Permanent-intermittent employees who meet all the following criteria will be paid a lump sum ratification payment of two hundred dollars (\$200).

**Tentative Agreement
AFSCME, LOCAL ONE
Section 5.1 – General Wages
Presented on: 8/9/22**

Criteria:

The employee must be employed by the County in a classification represented by the Union on the first day of the month in which the MOU is adopted by the Board of Supervisors.

3. Temporary and per diem employees are not eligible for the ratification payment.
4. The employee's lump sum ratification payment will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

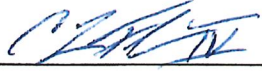
The eligible classifications are as follows:


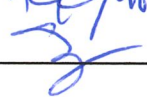
- Master Teacher -Project
- Teacher - Project
- Associate Teacher - Project
- Infant Toddler – Master Teacher - Project
- Infant Toddler – Teacher - Project
- Infant Toddler – Associate Teacher - Project
- Intermediate Clerk - Project
- Senior Clerk – Project
- Child Nutrition Worker I - Project
- Child Nutrition Worker II - Project
- Child Nutrition Worker III - Project
- Child Nutrition Food Service Transporter - Project
- Early Childhood Home Educator - Project

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

AFSCME, LOCAL ONE:
(Signature / Printed Name)

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**Tentative Agreement
AFSCME, LOCAL ONE
Section 5.1 – General Wages
Presented on: 8/9/22**

Tentative Agreement
AFSCME, LOCAL ONE
SECTION 19 – Medical, Dental, & Life Insurance
Presented on: 8/9/22

SECTION 19 – MEDICAL, DENTAL & LIFE INSURANCE

19.1 Health Plan Coverages. The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

- A. Contra Costa Health Plans (CCHP)
- B. Kaiser Permanente Health Plan
- C. Health Net
- D. Delta Dental

Employee Co-pays for these plans are shown on Attachment B.

Medical Plans:

All employees will have access to the following medical plans for the 2016 Plan Year:

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

All employees will have access to the following medical plans beginning in the 2017 Plan Year:

- 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 & Plan B
- 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. § 18001 et seq.), 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.

**Tentative Agreement
AFSCME, LOCAL ONE
SECTION 19 – Medical, Dental, & Life Insurance
Presented on: 8/9/22**

19.2 Monthly Premium Subsidy:

- A. For each medical and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

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
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
Delta Care HMO with CCHP A or B	\$25.41	\$54.91	\$54.91
Delta Care HMO with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
Delta Care HMO without a Health Plan	\$27.31	\$59.03	\$59.03

The 2-tier premium structure in effect for the 2016 plan year will continue to apply to eligible retirees until such time as the County implements a 3-tier premium structure for a majority of all eligible County retirees participating in County health plans.

- B. If the County contracts with a medical and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that medical and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.
- D. Joint Labor/Management Benefit Committee.**
1. The Union will join the Joint Labor/Management Benefit Committee ("Benefit Committee") created in 2016. The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. The Benefit committee replaces the existing Healthcare Oversight

Tentative Agreement
AFSCME, LOCAL ONE
SECTION 19 – Medical, Dental, & Life Insurance
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Committee. The existing Healthcare Coalition will remain, but may meet quarterly.

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 19 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 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. The Union may begin participating in the Benefit Committee following ratification of this MOU.
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 costs 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 Unions/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.

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7. County and Unions/Associations of the Coalition will jointly work to educate 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 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.](#)

19.3 Retirement Coverage:

A. Upon Retirement:

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 19.2 for eligible retirees and their eligible family members.
2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

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

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pursuant to subsection (A), above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
 7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer retirement.
- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 19.3 subparts (A) (B), and (C) and upon retirement and for the term of this agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 19.3 only, "eligible family members" does not include Survivors of employees or retirees.

19.4 Health Plan Coverages and Provisions: The following provisions are applicable regarding County Health and Dental Plan participation:

- A. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or

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dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

19.5 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

A. Health Insurance

1. Eligible Dependents:
 - a. Employee's Legal Spouse
 - b. Employee's qualified domestic partner
 - c. Employee's child to age 26
 - d. Employee's Disabled Child who is:
 - (1) over age 26,
 - i. Unmarried; and,
 - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

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,

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- 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, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

19.6 Dual Coverage:

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. All dependents, as defined in Section 19.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both 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 19.6 only, “County” includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

19.7 Medical Plan Cost-Sharing with Active Employees on and after July 1, 2016.

- A. The two-tier premium structure in effect for the 2016 plan year and the medical plan premium subsidies set forth in 19.2.A., above, will continue until such time as subsection 19.7.B., below, takes effect.
- B. Beginning February 1, 2017 the County will pay for active employees the monthly premium subsidy for medical plans stated in subsection 19.2.A., and adjust the amounts paid by the County for active employees in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier

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structure. In total, the County will pay the following amounts plus any additional amounts in accordance with 19.7.C. below:

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	\$505.73	\$1,016.45	\$1,537.18
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan	\$447.04	\$916.72	\$1,387.40

C. Beginning February 1, 2017, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the active employee will each pay fifty percent (50%) of the monthly increase that is above the plan premium amounts for medical plans with three tiers that are listed in 19.7.D, below. 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 19.7.B., above, for medical plans.

D. Plan Premium Amounts: For purposes of calculating the County and Active Employee cost-sharing increases described in 19.7.C., above, the following are, unless otherwise indicated, the 2016 total monthly medical plan premium amounts for three tiers:

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

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

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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	\$1,203.00	\$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

F. 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

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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.
 6. 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 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.
- F. Beginning 2022, the County will review technological advancements in the area of benefits administration and consider asking any eligible employee

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who waives County health insurance to provide proof of other health insurance coverage.

G. Delta Dental Plan Design

A. Delta Dental PPO

1. Diagnostic and Preventative Services covered at 100%

B. Delta Dental Premier

1. Diagnostic and Preventative Services covered at 100%

The above plan adjustments will be made without any present increases in premiums. Plan design changes may necessitate changes to future premiums based on the overall health of the plan trust. The cost of future premiums will be shared by the County and participating employees according to the current cost sharing model. Any savings realized by the trust due to premium costs, employee usage or change in plan participation will remain allocated towards the plan trust for the term of the 2022-2026 MOU.

19.8 Life Insurance Benefit Under Health and Dental Plans: For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

19.9 Supplemental Life Insurance: In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

19.10 Health Care Spending Account. After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

19.11 PERS Long-Term Care: The County will deduct and remit monthly

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premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

19.12 Dependent Care Assistance Program: The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

19.13 Premium Conversion Plan: The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

19.14 Prevailing Section: To the extent that any provision of this Section (Section 19 - 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 agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 19 - Medical, Dental & Life Insurance) will prevail.

19.15 Rate Information. The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

19.16 Partial Month. The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Human Resources Department-Employee Benefits Division. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

19.17 Coverage During Absences. Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan

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coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

19.18 Child Care. The County will continue to support the concept of non-profit child care facilities similar to the “Kid’s at Work” program established in the Public Works Department.

19.19 Health Benefit Coverage for Employees Not Otherwise Covered. To access County health plans, an employee represented by the Association who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18001 et seq.). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

19.20 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.

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SECTION 19 – Medical, Dental, & Life Insurance
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- 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 Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay warrant for the plan year.


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

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

AFSCME, LOCAL ONE:
(Signature / Printed Name)

 | CHUCK FLETCHER
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 | JEFF ARKARIAN
 | Genevieve Vaz
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**Tentative Agreement
AFSCME, LOCAL ONE
SECTION 19 – Medical, Dental, & Life Insurance
Presented on: 8/9/22**

Tentative Agreement
AFSCME, LOCAL ONE
SECTION 50.4 – Duration of Agreement
Presented on: 8/9/22

SECTION 50 - SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS

50.4 Duration of Agreement. This Agreement will continue in full force and effect from July 1, ~~2022~~ ~~2016~~ to and including June 30, ~~2026~~ ~~2019~~. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

AFSCME, LOCAL ONE:
(Signature / Printed Name)

CHUCK FLESHER | CHUCK FLESHER

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JEFF APKARIAN | JEFF APKARIAN
Genevieve Vigil | Genevieve Vigil

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COUNTY PROPOSAL NO. 2
PEU, LOCAL ONE
SECTION 5 – Salaries
Presented on: 6/6/2022

SECTION 5 – SALARIES

[Note: Section 5.1 is being addressed through coalition bargaining; Sections 5.2-5.13 remain unchanged]

5.14 Payment. On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less (at the option of the employee) of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive the advance shall be made on-line using Employee Self Service (ESS) on the prescribed form ~~(form M-208, revised 5/81) and~~. If the employee makes an update between the 1st and 15th of the month, then the change will impact the current month's advance. If the employee makes the update after the 15th of the month, it will impact the following month's advance. ~~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 – Payment, all required or requested deductions from salary shall be taken from the second (2nd) installment, which is payable on the tenth (10th) day of the following month.

5.15 SALARIES AND DEFERRED COMPENSATION

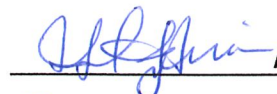
[Note: The language contained with Section 5.15 remains unchanged]

Date: 8/10/22


CONTRA COSTA COUNTY:
(Signature / Printed Name)

PEU, LOCAL ONE:
(Signature / Printed Name)

 / MARK FIESHER

 / JEFF ARKARIAN

_____ / _____

 / Genevieve Vigil

COUNTY PROPOSAL NO. 2
PEU, LOCAL ONE
SECTION 5 – Salaries
Presented on: 6/6/2022

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COUNTY PROPOSAL NO. 3
PEU, LOCAL ONE
Definitions/Section 5.12
Presented on: 6/15/22

DEFINITIONS

Promotion: The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as set forth in the definition of "transfer" ~~provided for under Transfer~~ or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

Promotion also occurs when an employee is selected from an eligible list established as a result of a competitive recruitment to a different classification with a top step that is greater than or equal to the top step of the classification the employee previously occupied. When an action is determined to be a promotion on the basis of the employee being selected from an eligible list as a result of a competitive recruitment, the provisions of a deep class resolution that are in conflict with this section shall not apply.

Transfer: The change of an employee who has permanent status in a position to another position in the same class in a different department, ~~or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.~~

Transfer is also the change of an employee who has permanent status in a position to another position in a different classification if the top step of the salary range for the new classification is not more than five percent greater or five percent less than the top step of the classification previously occupied by the employee, or as otherwise defined in promotion, or deep class ordinances or resolutions.

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

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

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PEU, LOCAL ONE
Definitions/Section 5.12

Presented on: 6/15/22

~~However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on Salary on Promotion if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.~~

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

PEU, LOCAL ONE:
(Signature / Printed Name)

Chuck Fletcher | CHUCK FLETCHER
_____|_____
_____|_____
_____|_____
_____|_____
_____|_____

Jeff Apkarian | JEFF APKARIAN
Genevieve Vigil | Genevieve Vigil
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COUNTY PROPOSAL NO. 4
PEU, LOCAL ONE
SECTION 2 – Union Security / Section 48 – Temporary
Employees
Presented on: 6/15/22

SECTION 2 - UNION SECURITY

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

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 and set forth in a separate protocol document. The Union will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions 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.

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

B. Requests to authorize dues/other deduction(s), or requests to 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.

C. 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.

D. 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.

(NOTE: Relocated existing language - Formerly Section 2.2.G)

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

(NOTE: Relocated existing language - Formerly Section 2.2.H)

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~~2.2 – Agency Shop:~~

- ~~A. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.~~
- ~~B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:~~
- ~~1. Become and remain a member of the Union or;~~
- ~~2. Pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or~~
- ~~3. Do both of the following:~~
- ~~a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and~~
- ~~b. Pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.~~
- ~~C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a~~

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~~waiver by the employee of their right to contest the amount of the agency shop fee.~~

~~D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.~~

~~E. Annually, the Union shall provide the Human Resources Director with copies of the financial report which the Union annually files with the California Public Employee Relations Board. Such report shall be available to employees in the unit. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed, and upon mutual agreement, this time limit may be extended to one hundred twenty (120) days.~~

~~F. Compliance.~~

~~1. An employee employed in or hired into a job class represented by the Union shall be provided with an Employee Authorization for Payroll Deduction card by the Human Resources Department.~~

~~2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.~~

~~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.~~

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SECTION 2 – Union Security / Section 48 – Temporary
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~~1. In the event that employees in a bargaining unit represented by the Union vote to rescind agency shop, the provisions of Section 2.4 and 2.5 shall apply to dues-paying members of the Union.~~

~~**2.3 Dues Form.** Employees hired on or after October 1, 1981, in classifications assigned to units represented by the Union shall, as a condition of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor-Controller with a copy to the Labor Relations Service Unit within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.~~

~~Each such dues authorization form referenced above shall include a statement that the Union and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his/her right to revoke said authorization.~~

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

~~**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Department in writing, between August 1 and August 31, any employee may withdraw from Union membership and discontinue paying dues as of the payroll period commencing September 1. Discontinuance of dues payments to then be reflected in the October 10 paycheck. Immediately upon close of the above mentioned thirty (30) day period the Auditor-Controller shall submit to the Union a~~

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~~list of the employees who have rescinded their authorization for dues deduction.
This can only be accomplished if and when agency shop would be rescinded.~~

2.26 Communicating With Employees. The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The department head reserves the right to remove objectionable materials after notification to and discussion with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. To post literature on bulletin boards.
- B. To arrange for use of a meeting room.
- C. To leave and/or distribute a supply of literature as indicated above.
- D. To represent an employee on a grievance and/or to contact a union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

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

- A. Such space is available.

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- B. There is no additional cost to the County.
- C. It does not interfere with normal County operations.
- D. Employees in attendance are not on duty and are not scheduled for duty.
- E. The meetings are on matters within the scope of representation.

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

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

2.48 Advance Notice. The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

2.59 Written Statement for New Employees.

A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. The County will provide the employee with a packet of information which has been supplied by the Union.

B. The County will provide written notice to the Union of all new employee orientations at least ten (10) calendar days prior to the event. The County may provide less than ten (10) calendar days' notice to the Union in instances where there is an urgent need critical to the County's operations that was not reasonably foreseeable. In the event that the County provides less than ten (10)

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calendar days' notice and the Union is unable to attend the orientation because of the short notice, the Union will be provided with the opportunity to meet with new employees within five (5) working days before or after the orientation for up to thirty (30) minutes during County time.

C. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation.

D. 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 to the Labor Relations Manager.

E. Representatives of the Union will be permitted to make a presentation of up to thirty (30) minutes, and may provide written materials to new employees during a portion of the orientation for which attendance is mandatory.

[Language from Side Letter 2018/30]

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

A. Initial Determination. When a new class title is established, the Labor Relations Manager shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his/her determination.

B. Final Determination. His/her determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.

C. Meet and Confer and Other Steps. He/she shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten (10) day period in Subsection b, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination shall conform to Board of Supervisor's Resolution 81/1165.

~~2.11 Section 18 of 1977 79 MOU. Section 18 of the 1977 1979 MOU between the County and Local No. 1 shall be continued for the duration of this MOU and shall be applicable to all units currently represented by Local No. 1.~~

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SECTION 48 - TEMPORARY EMPLOYEES

48.1 Recognition. Public Employees Union, Local One is the formally recognized employee organization for temporary employees, not including emergency appointments and retiree temporary appointments, who are employed by Contra Costa County in those classifications covered by the Memorandum of Understanding between Public Employees Union, Local One and Contra Costa County.

48.2 Emergency appointments as defined in Section 809 of the Personnel Management Regulations, and retiree temporary appointments as provided for in Government Code, Section 31680.2, are not covered by this Memorandum of Understanding.

~~48.3 Employment Conditions.~~

~~A. Agency Shop.~~

~~1. All covered temporary employees, as specified in Section 48.1 above, shall either:~~

~~_____ a. Become and remain a member of the Union and pay dues in an amount that does not exceed an amount that may be lawfully collected under applicable constitutional, statutory, or case law authority as determined by the Union; or~~

~~_____ b. Pay to the Union an agency shop fee in an amount of member dues specified in Section 48.3.A.1.a above; or~~

~~_____ c. Do both of the following:~~

~~i. 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~~

~~ii. Pay a sum equal to the agency shop service fee specified in Section 48.3.A.1.b above to a non-religious, non-labor charitable fund chosen by the employee from those listed in the Memorandum of Understanding between Public Employees Union, Local One and Contra Costa County.~~

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-
- ~~2. No initiation fee or special assessments shall be required of these employees.~~
 - ~~3. The amount of the agency shop service fee shall not exceed the amount specified in 48.3.A.1.b., above. The Union agrees to refund to the employee any excess amount deducted from a temporary employee's pay. The timing and method of refund shall be the sole responsibility of the Union.~~
 - ~~4. This agency shop service fee provision shall be effective on the June 10, 1987 payroll.~~

~~B. Agency Shop Deductions.~~

- ~~1. A current temporary employee or a new temporary employee hired into a job class represented by Local 1 shall be provided with an "Employee Authorization For Payroll Deduction" form by the Human Resources Department. Said employee shall have thirty (30) calendar days to fully execute the authorization card of his/her choice and return said form to the County Personnel Department.~~
- ~~2. If the form is not returned within thirty (30) calendar days, or if the Union reports that an agency shop fee has not been paid, the employee will be subject to his/her temporary appointment being ended by the Director of Human Resources.~~
- ~~3. The Union shall indemnify, defend and hold the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Agency Shop Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorney fees and costs.~~
- ~~4. The authorization of payroll deductions described in Section 48.3.B.1 above shall require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.~~

48.34 Salary Increments Within Range.

- a. **Increment Eligibility and Salary Review.** All temporary employees shall begin accumulating a record of straight time hours worked for the purpose of a salary review to determine whether the employee

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shall be advanced to the next higher step, or other step as specified by deep class resolutions, in the salary range for this classification. Advancement to a higher step shall be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend granting the salary increment or unconditional denial of the increment.

- b. Frequency of Increments. Increments within range shall not be granted more frequently than once per every 2080 straight time hours worked by a temporary employee.
- c. Effective Date. Step increases resulting from an approved salary review shall be effective the first of the monthly following completion of 2080 straight time hours worked and return of the salary review report to the Human Resources Department.
- d. New Employees. Except as otherwise permitted in deep class resolutions, temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Director of Human Resources may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

Temporary employees hired at step 1 of the salary range for their classification will be eligible for a salary review as described in Section 48.34.a above after completion of 1040 straight time hours worked; additional salary reviews will be after the cumulation of an additional 2080 straight time hours as described in Section 48.34.b above.

- e. No provision of this section shall be construed to make the granting of salary increments mandatory in the County.

48.45 Paid Time Off.

- a. Temporary employees shall begin accumulating a record of straight time hours worked.
- b. Based upon the accumulation of straight time hours recorded (Section 48.45.a above), effective the first of the month following completion of each 2080 straight time hours worked, the temporary employee shall be credited with forty (40) hours of "paid time off".

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Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.

- c. Use. Paid time off (PTO) shall not be taken until “credited” (Section 48.45.b above) after completion of 2080 straight time hours worked. PTO shall be taken by an employee only with the approval of his/her supervisor.
- d. Paid off at Separation. If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently “credited” PTO hours (Section 48.45.b above) and, in addition, shall be paid off for that portion of PTO hours earned but not yet credited on the basis of that portion of the 2080 straight time hours worked (STHW) cumulation. The formula for the earned but not credited payoff is: STHW divided by 2080 multiplied by 40 multiplied by the current hourly pay rate at separation.

48.56. Grievance Procedure. Temporary employees covered by this Memorandum of Understanding may grieve only alleged violations of the specific terms and conditions specified in this Section.

48.67 Work Hours.

- A. Temporary Employees. Temporary employees hired may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.

Nothing in this section shall preclude a department from terminating a temporary prior to the temporary reaching the maximum hours allowable.

Temporary appointments to fill vacancies resulting from leaves of absence (i.e., maternity leaves, medical leaves, Workers’ Compensation), temporary assignments for pre-specified periods and short-term, specified seasonal work, are excluded.

Nothing in this agreement precludes the parties from meeting and conferring over future exceptions.

- B. The County may employ temporary employees in excess of 1600 hours for the following reasons:
 - 1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers’ compensation.

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2. While a department is actively recruiting to fill a position.
3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and "closing the assessment roll" season (Assessor).
4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.
5. For short term seasonal work needed by a department, not to exceed 1600 hours.

The County may not replace a temporary employee with another temporary employee except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.

The County will notify the union in advance of the period of the temporary assignment under Subsection 4 and the period of the seasonal assignment under Subsection 5.

- C. Student Intern: The County may employ a person as a Student Intern only if that person is enrolled in a school and is performing work for the County that is related to his/her course of study, interest, aptitude, or education, provided however, that a student intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Interns may not be used in lieu of hiring regular County employees.
- D. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation."
- E. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours. It shall also include the reason the County temporary employee

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was hired by referring to one of the 5 reasons specified in B above or the reason the temporary agency employee was hired as set forth in paragraph D.

- F. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

- G. The County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments.

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

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

PEU, LOCAL ONE:
(Signature / Printed Name)

[Signature] / CHRISTOPHER FLESHNER
/ _____
/ _____
/ _____
/ _____
/ _____

[Signature] / JEFF APKARIAN
[Signature] / Genevieve Vigil
/ _____
/ _____
/ _____

COUNTY PROPOSAL NO. 5
AFSCME, LOCAL ONE
Section 16 – State Disability Insurance
Presented on: 6/29/22

SECTION 16 - STATE DISABILITY INSURANCE (SDI)

16.1 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 will be required to use sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary 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 on SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of their application for SDI ~~application~~ in a timely manner in order for the department to make appropriate integration adjustments. ~~State-Disability~~ SDI benefit payments will be sent directly to the employees ~~at their home address~~ by the State of California.

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

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

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

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

COUNTY PROPOSAL NO. 5
AFSCME, LOCAL ONE
Section 16 – State Disability Insurance
Presented on: 6/29/22

When the SDI benefit is exhausted, ~~sick leave~~ integration terminates. ~~Then~~ ~~the~~ employee then may choose to continue to use sick leave without integration and/or other accruals.

Employees with no sick leave balance at the beginning of the ~~disability~~ SDI integration period may use any other accruals without reference to the SDI Integration Program ~~or integration with the SDI benefit.~~

Employees whose SDI claims are denied must present a copy of their claim denial to their department. The department will then authorize use of unused sick leave and/or ~~shall authorize the use of~~ other accruals as appropriate.

16.3 Method of Integration. ~~Until an employee has a balance of 1.2 hours of sick leave, the employee's sick leave accrual charges while receiving SDI benefits shall be calculated each month.~~

~~The amount of sick leave charged each employee will be calculated in the following manner:~~

~~The percentage of base monthly salary not covered by the SDI benefit will be applied to the daily hours in the employee's schedule and that number of sick leave hours will be charged against the employee's sick leave accruals.~~

For purposes of integration with the SDI program, all full-time employees' schedules will be converted to 8-hour/5-day weekly work schedules during the period of integration. The formula for full-time employees' sick leave integration charges is shown below:

- L = $[(S-D) \div S] \times 8$
- S = Employee Base Monthly Salary
- H = Estimated Highest Quarter (3-mos) Earnings [H = S x 3]
- W = Weekly SDI Benefit from State of California SDI Weekly Benefit Table
- C = Calendar Days in each Month
- D = Est. Monthly SDI Benefit [D = (W ÷ 7) x C]
- L = Sick Leave Charged per Day

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

16.4 Definition. "Base Monthly Salary" for purposes of SDI Integration Program, ~~sick leave integration~~ is defined as the salary amount ~~for~~ of the employee's step on the salary schedule ~~for~~ of the employee's ~~permanent~~ classification at the time of integration, ~~as shown in the "Salary" field on the On-~~


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AFSCME, LOCAL ONE
Section 16 – State Disability Insurance
Presented on: 6/29/22



~~Line Payroll Time Reporting System used by departments for payroll reporting purposes.~~

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

AFSCME, LOCAL ONE:
(Signature / Printed Name)

	CHUCK FLESHER

	JEFF APKARIAN
	Genevieve

COUNTY PROPOSAL NO. 6
AFSCME, LOCAL ONE
SECTION 14 – Sick Leave
Presented on: 6/29/22

SECTION 14 - SICK LEAVE

14.1 Purpose of Sick Leave. The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

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

Credits to and charges against sick leave are made in minimum amounts of one (1) minute increments and may not be rounded.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the accumulated credits shall be restored if reemployed in a permanent position within the period of layoff eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

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

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

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

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"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 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

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disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:

1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical limitations 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 14.3 H Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.~~ 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 pre-scheduled medical and dental appointments for an immediate family member.

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

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member.

- G. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- H. ~~Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.~~ 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.

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

- 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 a statement that the absence is due to a medical condition and possible duration of the absence.

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2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
 3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
 4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

- B. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.a.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement regarding the sick leave claim and duration.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.

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5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

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

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

14.5 Disability.

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

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- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (a) or (b) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
1. A statement of the leave of absence or suspension proposed.
 2. The proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee.
 3. A statement of the basis upon which the action is being taken.
 4. A statement that the employee may review the materials upon which the action is taken.
 5. A statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by mail, effective either upon personal delivery or deposit in the US Postal Service.

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- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Human Resources Director to the Merit Board. Alternatively, the employee may file a written election with the Human Resources Director waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.

- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
 - 1. The physical or mental health condition cited by the appointing authority does not exist, or
 - 2. The physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.

- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Human Resources Director to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.

- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

Scope of the Arbitrator's Review.

- 1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
- 2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
- 3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension

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is found not to be sustainable, subject to the employee's duty to mitigate damages.

4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's union.

14.6 Workers' Compensation. A permanent non-safety employee shall continue to receive the appropriate percent of regular monthly salary during any period of compensable temporary disability absence not to exceed one year. For all accepted claims filed with the County on or after January 1, 2008, the percentage of pay for employees entitled to Workers' Compensation shall be 75%. If Workers' Compensation becomes taxable, the parties shall meet and confer with respect to the salary continuation and funding of the increased cost.

- A. Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.
- B. Continuing Pay. A permanent employee shall receive the appropriate percentage as outlined above of regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Payment of continuing pay and/or temporary disability compensation is made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California.

When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits.

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- C. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

- D. If an injured employee remains eligible for temporary disability beyond one year, applicable salary will continue by integrating sick leave and/or vacation accruals with Workers' Compensation benefits (vacation charges to be approved by the department and the employee). If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- E. Method of Integration. An employee's sick leave and/or vacation charges shall be calculated as follows:

$$C = 8 [1 - (W \div S)]$$

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

W = Statutory Workers' Compensation for a month

S = Monthly salary

For Example:

W = \$960 per month Workers' Compensation

S = \$1667 per month salary

8 = 8 hours

C = Hours to be charged to Sick Leave

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C = 8 [1 - (\$960 ÷ \$1,667)]
 C = 8 [1 - (.5758)]
 C = 8 (.4242)
 C = 3.39

3 hours chargeable to sick leave
 5 hours chargeable to Workers' Compensation.

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


14.7 Rehabilitation Program. On May 26, 1981, the Board of Supervisors established a Labor-Management Committee to administer a rehabilitation program for disabled employees. It is understood that the benefits specified above in this Section 14 shall be coordinated with the rehabilitation program as determined by the Labor-Management Committee. The Rehabilitation Committee will meet within sixty (60) days of ratification of this MOU. The County will schedule committee meetings on a quarterly basis.



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

Date: 8/10/22

CONTRA COSTA COUNTY:
 (Signature / Printed Name)

AFSCME, LOCAL ONE:
 (Signature / Printed Name)

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COUNTY PROPOSAL NO. 7
AFSCME, LOCAL ONE
SECTION 17 – Leave of Absence
Presented on: 6/29/22

SECTION 17 - LEAVE OF ABSENCE

17.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; ~~provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care~~ 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.

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

- A. Leave without pay may be granted for any of the following reasons that are not otherwise covered by FMLA, CFRA, and PDL:
1. Employee's own illness, or 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; Parental.
 4. Family care to care for a spouse, child, parent, or domestic partner who has a serious health condition;
 5. To take a course of study such as will increase the employee's usefulness on return to the employee's position;
 6. 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 of the need for leave as soon as possible and practical ~~within five (5) days of learning of the event by which the need for family care leave arises.~~
- C. A leave ~~without pay~~ may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. ~~The p~~Procedure in granting extensions shall be the same as that

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in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.

~~D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date an employee uses his/her FMLA leave in accordance with Section 17.5 below.~~

~~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) 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.~~ ~~Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, or serious health condition,~~ The decision of the appointing authority ~~on granting or to denying~~ a leave or early return from leave shall be subject to appeal to the Director of Human Resources and not subject to appeal through the grievance procedure set forth in this MOU.

17.3 Furlough Days Without Pay (VTO). Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 - Compensation for Portion of Month, of this MOU. Full-time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Section 12.1 - Holidays and Personal Holiday Credit, 13.1 - Vacation Allowance, 13.3 - Vacation Accrual Rates, 13.6 - Vacation Allowance for Separated Employee, 14.2 - Credits to and Charges Against Sick Leave, and 14.8 - Accrual During Leave Without Pay, and 15.1 - Catastrophic Leave Bank, Program Design 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.

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SECTION 17 – Leave of Absence
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17.4 Military Leave. Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency shall be granted a leave of absence in accordance with applicable state or federal laws. Upon the termination of such service, or upon honorable discharge, the employee shall be entitled to return to ~~his/her~~ the employee's position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

17.5 Family Care Leave or Medical 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, ~~in a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave,~~ any employee who ~~has permanent status~~ 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 may 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 twelve (12) month period, measured backward from the date an employee uses any CFRA leave (less if so requested

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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.~~

17.6 Medical Certification. The employee may be asked to provide medical certification of the need for family care, pregnancy disability leave, or medical leave pursuant to 17.2.A above, or FMLA, CFRA and/or PDL. ~~Additional period(s)~~ Leave for periods of family care pregnancy disability, or medical leave that are not covered by FMLA, CFRA, or PDL, or that exceed the leave allowed under the FMLA, CFRA, and/or PDL, may be granted at the discretion of ~~by~~ the appointing authority.

17.7 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) weeks~~ 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 17.112 – 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.

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

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FMLA leave for this purpose are required to advise their appointing authority(ies) when their spouse is also employed by the County.

17.9 Definitions. For medical and family care leaves of absence under ~~this~~ Section 17.2.A, the following definitions apply: FMLA, CFRA, and PDL definitions will be 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 ~~A~~ written communication to the employer medical certification from a health care provider of a person for whose care the leave is being taken or for the employee's own serious health condition, which need not identify the diagnosis or serious health condition involved, but shall contain:
 - 1. ~~The~~ the date, if known, on which the serious health condition commenced;
 - 2. ~~The~~ the probable duration of the condition;
 - 3. for family care, A ~~An~~ estimate of the frequency and duration of the leave required ~~amount of time which the employee needs~~ to render care or supervision for the family member;

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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 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.

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

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

~~H. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.~~

~~**17.10 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.D (Sick Leave Utilization for Pregnancy Disability), that time will not be considered a part of the eighteen (18) week family care leave period.~~

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17.104 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.112 – Leave Without Pay – Use of Accruals. During the ~~eighteen (18)~~ twelve (12) weeks of ~~an approved medical or family care leave under Section 17.5 above,~~ the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 17.112 – 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.

17.112 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 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by ~~LTD Benefit Coordination or SDI/Sick Leave Integration or as provided~~ under Section 16.3 – State Disability Insurance (SDI), 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 14.3 – Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.~~
- ~~C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. A n eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.~~

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BD. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

17.123 Leave of Absence Replacement and Reinstatement. Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 – Workforce Reduction/Layoff/ Reassignment shall apply.

17.134 Leave of Absence Return. In the Employment & Human Services Department an employee shall have the right to return to the same class, building, and assignment (position control number) if the return to work is within eighty-nine (89) consecutive days from the initial date the employee started the leave of absence. At such time the leave of absence is approved by the Appointing Authority, the Employment & Human Services Department shall notify the employee of the final date by which he/she shall return to be assigned to the same position control number.

~~**17.15 Reinstatement From Family Care/Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full-time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.~~

17.146 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.

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

~~17.18 Non-Exclusivity. Other MOU language on this subject, not in conflict, shall remain in effect.~~

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

AFSCME, LOCAL ONE:
(Signature / Printed Name)

CMF IV | CHUCK FLESHER
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COUNTY PROPOSAL NO. 11
PEU, LOCAL ONE

ATTACHMENT M – Return to Work Policy for Injury or Illness
Presented on: 6/6/2022

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

- I. **POLICY:** Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.
 - A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on ~~the~~ a form supplied by the eCounty form AK-142 or on the physician's letterhead.
 - B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.

- II. **OBJECTIVE:** The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.

- III. **SCOPE OF POLICY:** All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.

- IV. **GENERAL BACKGROUND:** A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.
 - A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.

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- B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible, the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.
- C. In the event that an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:
1. The restrictions recommended by the employee's treating physician or QME, if applicable;
 2. The operational and financial needs of the department; and
 3. The availability of a suitable work assignment.

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

V. RESPONSIBILITIES:

A. Departments

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

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.
2. Appoint a Departmental Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The

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Departmental Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments ~~on the County AK143 for Attachment 3~~. They will also maintain a centralized record of all assignments.

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

B. Employee

A temporarily disabled employee shall:

1. Notify the department of an industrial or non-industrial injury or illness.
2. If it is an industrial injury, seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County. ~~Physician's Statement of Ability to Work, AK142, see attachment 1 for industrial injuries and attachment 2 for non-industrial injuries.~~
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations

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recommended by the employee's treating physician or QME, if applicable, and must be approved by the Departmental Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, as supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.

4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
5. For accepted industrial injuries, failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

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

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department head. In the event a department

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does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

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

VI. DEFINITIONS:

- A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.
- B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.
- C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.

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D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Worker's Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.

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

E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (6) County employees appointed from the three (3) largest employee organization in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organization must be present in order to constitute a quorum.

F. Risk Manager: The person designated by the County Administrator to serve as Risk Manager.

G. County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V (C).

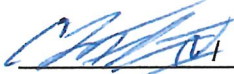
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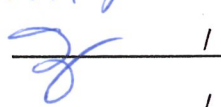
[Delete forms AK-142 and AK-143]

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

PEU, LOCAL ONE:
(Signature / Printed Name)

 CHUCK FLESHER

 JEFF APKARIAN
 Genevieve Vigil

**MOD COUNTY COUNTER PROPOSAL TO AS-8
AFSCME, LOCAL ONE
Section 53.1 – Agriculture-Animal Services Unit
Presented on: 7/26/22**

SECTION 53- UNIT ITEMS

Specific working conditions for the various units represented by the Union are listed in Sections 53.1 through 53.5.

53.1 Agriculture - Animal Services Unit

A. Department of Agriculture Personnel

1. As circumstances dictate, the Safety Committee for the Department of Agriculture will remain in effect and will continue to be constituted as follows: One (1) Agricultural Biologist, one (1) Weights & Measures Inspector and one (1) Pest Detection Specialist and appropriate management representatives.
2. Permanent employees in the classifications of Agricultural Biologist II, and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Agricultural Commissioner shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.
3. In recognition of the fact that they work full-time for a significant portion of each year, Permanent-Intermittent employees in the classes of Lead Pest Detection Specialist – Project (B9T1), Pest Detection Specialist-Project (B9W1) and Glassy-Winged Sharpshooter Specialist – Project (B9W3) shall be paid for eight (8) hours on any recognized County holiday that occurs in a month where they are in a pay status for eight (8) hours on each work day in that month. In those months in which the employees are continuously employed, both at the beginning and the end of the month, but are not in a pay status for eight (8) hours on each work day, they shall be paid a pro rata share of the eight (8) hours holiday pay based on the portion of the work hours in the month that they were in a pay status.
4. Permanent employees in the classification of Weights & Measures Inspector II, Weights & Measures Inspector III and Agricultural Biologist/Weights & Measures Inspector III who possess a valid license as a Deputy Sealer of Weights and Measures, shall receive a salary differential of three and one-half percent (3 ½%) of base pay. Employees who have both the Deputy Agricultural Commissioner license and a Deputy Sealer of Weights and

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Measures license will only be eligible for one three and one-half percent (3 ½%) salary differential.

5. Two (2) employees, as designated by the Department in the classification of Weights & Measures Inspector II or Agricultural Biologist/Weights & Measures Inspector III shall receive a two and one-half percent (2.5%) differential of base pay for operating specialized large capacity inspection equipment. A Class "A" California Driver's license with a Hazardous Materials Endorsement is required for this differential.

6. **Pest Surveillance Canine Inspection Program.**

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

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

Canine Handlers will also be eligible for paid overtime for emergency off-duty canine care (which is over and beyond ordinary canine care), provided the Canine Handler reports such occurrence in writing to his or her supervisor as soon

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as possible, and no later than the first shift worked after the emergency occurrence.

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

b. **Home Kennel Funding:** A home kennel must meet the specifications of the Department. The Department will provide funding for the home kennel, provided the Department has pre-approved the cost and design of said kennel.

7. The County will pursue new and increased California Department of Food and Agriculture grants to support transition of employees from permanent intermittent classifications to permanent classifications.

B. Animal Services Personnel

1. Letters of commendation received by the Department shall be placed in the individual employee file.
2. Duffel Bag. The Animal Services Department agrees to provide all Animal Services Officers and Animal Services Sergeants with a duffel/equipment bag for equipment. These bags will be the property of the Animal Services Department and labeled as such.
3. Uniforms. The uniform allowance for employees in the classification of Animal Services Officer and Animal Services Sergeant shall be \$800.00 per year. Uniforms must be maintained at a standard acceptable to the department. ~~If an increase in the uniform allowance is subsequently approved for Deputy Sheriffs, Animal Services Officers and Animal Services Sergeants shall receive an increase equal to that received by Deputy Sheriffs.~~
4. The Animal Services Officers and Sergeants shall follow the dress code in Chapter 3 of the Officers Field Service Manual.
5. Raingear/Outerwear. The Animal Services Department agrees to provide Kennel staff with raingear as needed for working outside the shelter. Additionally, the County will reimburse Kennel Staff up to sixty dollars (\$60.00) per year for the purchase of outerwear of a type approved by the Department.

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6. Kennel Staff Denim Jeans. The Animal Services Department agrees to reimburse Kennel Staff (Kennel Staff refers to employees who, on a daily basis, clean and maintain kennels, cat cages, corrals, stalls, and other animal holding cages) for the purchase of black or blue denim jeans ~~trousers~~ up to two hundred dollars (\$200.00) per employee per year (July 1 to June 30). The current classifications include Senior Animal Center Technician (BJTC), Animal Center Technician (BJWC), and Utility Workers (BJWE).
7. Dry-Fit Shirts. The Animal Services Department shall provide six (6) initial dry-fit shirts to be worn for work to current and any newly hired permanent, permanent-intermittent, and temporary Shelter staff employees in the classifications of Senior Animal Center Technician (BJTC), Animal Center Technician (BJWC), and Animal Services Utility Worker (BJWE). Replacement dry-fit shirts will be provided upon the approval of the Department.
8. Surgical Scrubs. The Animal Services Department shall provide permanent, permanent-intermittent, and temporary employees in the classification of Registered Veterinary Technicians (BKVA) and Veterinary Assistant (BKRA) who work in the Spay/Neuter Clinic or in Shelter Surgery with surgical scrubs. The Animal Services Department will provide current employees and any newly hired Registered Veterinary Technicians and Veterinary Assistants with six (6) initial scrub tops to be worn for work. Replacement scrub tops will be provided upon the approval of the Department. In addition, the Department will reimburse these employees up to two hundred dollars (\$200) per year (July 1 to June 30) for the purchase of scrub pants and/or denim jeans. Reimbursement will require the employee to provide proof of purchase to the Department. The employee is responsible for cleaning and maintenance of the garments. Veterinary Assistants will wear blue scrubs.
9. Departmental Fee Reimbursement. Once during the term of this MOU, each employee in the Animal Services Department may be reimbursed for departmental license and adoption fees incurred by the employee in an amount not to exceed the amount charged by the department for these fees. An employee adopting an animal under this section shall be responsible for payment of all other normal and customary fees associated with that adoption.
10. The Safety Committee for the Department of Animal Services will remain in effect and will continue to be constituted as follows: One (1) Animal Services Officer and one (1) Animal Center Technician

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and one (1) Animal Services Sergeant and one (1) Registered Veterinary Technician and appropriate management representatives. Committee meetings will be held at least once quarterly, provided that either the union or management may call meetings more frequently to discuss safety issues.

11. The Animal Services Department has instituted a one-half (½) hour lunch period for all employees in the classification of Animal Center Technician. Management will determine the time of the lunch period and the starting and quitting times for each employee. Crucial to the continuance of the one-half (½) hour lunch period will be the impact on service to the public.
12. The Animal Services Department will continue the current policy of allowing Animal Services Officers, Animal Services Sergeants and Kennel staff, and Registered Veterinary Technicians to sign up for shifts on the basis of seniority.
13. The Animal Services Department intends to continue the current 4/10 work schedule for the duration of this MOU. Both the County and the Union understand that continuation of the 4/10 work schedule during the term of this MOU is contingent on adequate funding and retention of sufficient non-probationary personnel to insure adequate service levels. The determination of adequate funding, staffing and service levels is the sole prerogative of the Department, except to the extent required by law to meet and confer on the impact of staffing levels. The County agrees to notify the Union and to meet and confer if the 4/10 schedule is to be terminated.
14. Animal Services Officers, Animal Services Sergeants, Kennel staff, and Registered Veterinary Technicians who are required to appear/testify in Court on their day off will receive a minimum of four (4) hours of overtime pay.
15. For employees in the Animal Services Department assigned to units or services on a shift operational cycle which includes Saturday or Sunday as designated by the appointing authority (rather than Monday through Friday, eight (8) hours per day, 4/10 or 9/80 schedule), holidays will be observed on the day on which the holiday falls even if it is a Saturday or Sunday.
16. [Animal Services Search Warrants](#). Animal Services Officers and Animal Services Sergeants Participating in Search Warrants. The Department will compensate individual Animal Services Officers

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and Animal Services Sergeants in the amount of one hundred dollars (\$100.00) per incident for time spent in assisting police agencies in the serving of search warrants. Only employees involved in actual entry team activities shall be so compensated. The Department continues to retain the sole right to select and assign Animal Services Officers and Animal Services Sergeants to such search warrant duty.

No provision of this section or its application shall be subject to the grievance procedure.

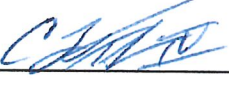
17. Life Insurance. Effective January 1, 1997, \$45,000 Group Term Life Insurance will be provided for Animal Services Officers and Animal Services Sergeants. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually.
18. The County agrees that if there are amendments to State law during the term of this agreement that allow employees in the Animal Services Officer series to be eligible for safety retirement, and such amendments are adopted by Resolution of the Contra Costa County Board of Supervisors, the County will meet and confer on this issue.
19. ~~Kennel Staff~~ Animal Services Facial Hair. ~~Kennel Staff, Animal Services Officers, and Animal Services Sergeants~~ are allowed to have neatly trimmed and groomed Facial Hair as follows:

Moustache
Moustache and Goatee
Goatee

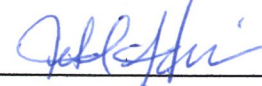

Neatly trimmed and groomed Facial Hair must meet the respiratory use guidelines for N95 and full-face respirators.

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

 | CHUCK FLESHER

AFSCME, LOCAL ONE:
(Signature / Printed Name)

 | JEFF APKARIAN
 | Genevieve

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AFSCME, LOCAL ONE
SECTION 53.5 – Unit Items / Attachment J
Presented on: 8/9/22

SECTION 53- UNIT ITEMS

[Note: Sections 53.1-53.4 remain unchanged]

53.5 Library Unit.

- A. Section 12 of this MOU regarding holidays is modified for all employees in the classifications of this unit to delete the day after Thanksgiving as a holiday and to add the Day before Christmas as a holiday. The libraries will close at 6:00 p.m. on the day before Thanksgiving.
- B. The Libraries will close at 5:00 p.m. on New Year's Eve. Employees shall rearrange their work schedules so that they work a full eight (8) hour shift.
- C. It is the position of the Library Department that employees in classes represented in the Library Unit are on their own time during their lunch period and are not subject to be called back to work during their lunch period.
- D. The Library agrees to continue to explore maximizing two days off in a row for library personnel covered by this MOU.
- E. Evening Shift Differential. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of a five percent (5%) of the employee's base hourly rate of pay for those hours worked between 6:00 p.m. and 9:00 p.m.
- F. Weekend Shift Differentials.
 - 1. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of five percent (5%) of the employee's base hourly rate of pay for all hours worked on a Saturday. Said five percent (5%) differential shall not apply to any overtime hours worked on Saturday.
 - 2. Permanent full-time, part-time, permanent intermittent, and temporary employees in the Library Unit will receive a shift differential of seven and one-half percent (7.5%) of the employee's base hourly rate of pay for all hours worked on a Sunday.
- G. In the event that Sunday is to become part of the scheduled work week for Library Unit employees, the County agrees to meet and confer with the Union regarding those employees who will be assigned to work Sunday as part of their regularly scheduled work week.

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H. The County Library Reassignment Policy shall be as follows:

Definition. A reassignment is the voluntary or involuntary transfer or movement of an employee from one work site to another in the same classification.

Reassignment Criteria. Reassignments are made to facilitate the Library System's service function and efficiency. Library Administration shall make reassignments based on the needs of the branch/system in relation to public service and will consider the following employee factors as they relate to these needs: the employee's job performance and development, the employee's subject/age specialization, the employee's seniority in the classification within the department, the distance between the work site and the employee's residence, and the assignment preferences of the employee as obtained by the procedures outlined below.

When circumstances other than seniority appear to Administration to equally or nearly equally meet the system service needs, then seniority shall govern.

In accordance with the above criteria, the Administration shall consider all internal requests for reassignment before making an appointment from any eligibility list and in no event shall reassignments be utilized for disciplinary purposes or be arbitrary. The Library shall notify Local #1 in writing when the employee selected is not the most senior employee and the reasons for such selection along with a list of those employees not selected.

In the event a grievance is filed regarding such request, the grievance shall be considered timely filed provided it is submitted within thirty (30) calendar days from the date of the Library's notification.

Procedures for Reassignment. Any employee may submit a request for reassignment to Administration at any time. Such requests will be kept on file for the current fiscal year.

Announcement of vacancies from resignations or promotions shall be distributed to all geographic work sites for a posting period of five work days. The announcement shall include: (1) Classification and total hours of position; (2) Work site; (3) Age-level assignments. During the posting period, the vacancy shall not be filled.

Before any decisions necessitating involuntary reassignments are made, Administration will solicit information from employees involved regarding

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their career development, goals, assignment preferences and their view of branch needs. This information will generally be obtained through employee conferences with Deputy County Librarian or Assistant County Librarian.

Whenever feasible, an employee who is reassigned will be given two (2) weeks notice.

Any employee who has been reassigned or any employee who has requested a vacancy and is not reassigned to that position, may request to meet with Administration to discuss the reasons for the decision, or may request the reasons be provided in writing.

- I. Detention Facility Assignment Pay. The Detention Facility Assignment Pay is calculated at five percent (5%) of the employee's base rate of pay. Permanent full-time and part-time employees, and permanent intermittent employees in the Local One Library Unit who are assigned to the Library Inmate Unit (Org. 2490) will be paid the detention facility assignment pay if the employee's position is assigned to work in one of the following facilities:

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

Employees eligible for this Detention Facility Assignment Pay are not eligible to receive Hazard Pay under Section 44 of this M.O.U.

- J. ~~The Library Practice Advisory Committee shall continue for the duration of this MOU. Upon Board of Supervisors approval of this MOU, a Joint Labor-Management Committee will be established. The Joint Labor-Management Committee shall meet with the Library Unit quarterly, unless mutually waived or unless mutually agreed to meet less frequently. These meetings will be two (2) hour sessions, unless the parties mutually agree to extend or shorten the meetings.~~

Release time for Union Representatives will be provided according to Section 4.3 – Union Representatives (Library) of this MOU. Management representatives will be Department Directors and the Chief of Labor Relations or their designees.

Both parties may propose agenda items in advance of the meeting. At least one (1) week prior to each Committee meeting, the parties agree to establish an agenda of issues for discussion during the Committee

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meeting. Other people may be invited to attend such meetings if mutually agreed upon in advance.

The parties will make a good faith effort to engage in meaningful dialogue and to address concerns raised by both parties.

- K. The Library Department shall make every effort consistent with efficient operations to provide that no employee shall be scheduled to work more than two (2) after 6:00 p.m. shifts in a calendar week, unless that employee specifically requests that shift for a specified period of time.
- Thirty-two (32) and twenty (20) hour employees will maintain a four (4) day work week unless employees specifically agree to a variant days-off schedule. Choice of shift assignments at a work site shall be determined by County seniority in class.
- However, employees who mutually agree to trade shift assignments at a given work site may request to do so, on a permanent basis, depending on their mutual agreement.
- L. Thirty-two (32) hour employees who voluntarily reduced their hours to reduce the impact of layoff shall be treated as forty (40) hour employee's for purposes of a future layoff pursuant to Section 11.4 of this MOU.
- M. Permanent full-time, permanent part-time staff, and permanent-intermittent staff represented by the Library Unit of Local One shall be eligible for reimbursement of up to fifty dollars (\$50.00) per fiscal year for membership in either the American Library Association or the California Library Association. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).
- N. When there are promotional or open and promotional exams for positions within the Library, the Library will provide training for staff members who meet the qualifications for the position in order to assist staff to prepare for the exam.
- O. The County shall continue to provide to the Union a copy of any layoff or recall list(s) for all affected employees in the unit. Furthermore, it is agreed that the County shall continue to recall for all assignments, whether permanent, short-term or provisional, employees who have been reduced in time, demoted or reassigned to Permanent-Intermittent in strict seniority order.

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In addition, the County will keep a written record of all offers of employment and assignments to affected employees and to make such information available to the Union upon request. Qualified eligible permanent employees will be considered for acting or provisional appointments before filling vacancies with temporary employees.

- P. The Library will request that vacant, funded permanent positions be filled following the adoption of the annual budget.
- Q. Employees in the classification of Library Assistant who are regularly assigned "in Charge" at the Outlets shall be classified Library Assistant-Advanced Level.
- R. The following applies to all Permanent-Intermittent employees.

Permanent-Intermittent employees will be notified before being employed that they must agree to be available to work at least 320 hours per year, and must be available to work no less than twelve (12) Sundays per year.

The annual tracking of hours and Sundays shall be on a calendar year basis. If a Permanent Intermittent employee is hired after January 1, the requirements for available Sundays, and hours worked, will be prorated as of the hire date, unless the period remaining in the year is less than one month, in which case the period for administering the P.I. tracking hours agreement shall begin the first of the upcoming year.

Permanent Intermittent employees shall be entitled to designate specific geographic availability at no fewer than six sites.

All substitute job hours shall be in the automated online program for reviewing, accepting, and canceling shifts. All Permanent Intermittent employees accessing the automated program must be registered and must provide a valid phone number. Permanent Intermittent employees may not cancel jobs except if the job is greater than fourteen (14) days out or if the employee makes a legitimate sick leave claim.

The P.I. employee shall be entitled to designate specific days not to exceed 45 days when he/she is not available for assignments. Notwithstanding the above, P.I. employees are entitled to Leave provisions of the MOU.

On a quarterly basis, the Library Department shall provide a report to Local One which shows Permanent Intermittent total hours worked, and the number of Sundays worked.

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An employee may request a waiver of hours and weekend criteria by submitting a request for an exemption in writing to the Administrative Services Officer: Human Resources for the Library Department who shall give full and fair consideration to the request. A written decision shall be forwarded to the employee within 30 days. If the request is denied, the employee may appeal to the County Librarian. If denied at that level the employee may appeal to the Director of Human Resources, whose decision shall be final.

The Library Department will make training available to all new and current Permanent Intermittent employees. Staff will be paid for training time and such hours shall count as hours worked.

Attachment J

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

I. Purpose

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

II. Objectives

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

- ~~1. To promote working conditions that are conducive to efficient and effective operation of the Library.~~
- ~~2. To review library procedures and advise on their current appropriateness.~~

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- ~~3. To encourage professional and educational career development for Library personnel.~~
- ~~4. To support and maintain effective communication between departmental administration and Library staff.~~
- ~~5. To encourage increased cooperation and understanding among departmental staff.~~
- ~~6. To provide additional avenues, as needed, for receiving individual or group suggestions, including suggestions for implementation.~~

III. Composition

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

IV. Procedure

~~The Library Practices Advisory Committee shall meet quarterly on County time for a period of not more than 3 hours. Subcommittees, upon approval of the Advisory Committee and the County Librarian, may meet and conduct the committee's assignments on County time; provided, however,~~

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~~that the normal public service needs of the Library are met without cost to the County.~~

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

~~5. The department will consider fully the recommendations of the Library Practices Advisory Committee.~~


V. Term


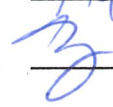
~~This agreement shall be in effect for one year after the date of signing by all parties. No later than one month prior to the conclusion of the effective term of the agreement there shall be a meet and confer session to evaluate the progress of the committee and to negotiate the continuation of the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

Date: 8/10/22

CONTRA COSTA COUNTY:
(Signature / Printed Name)

AFSCME, LOCAL ONE:
(Signature / Printed Name)

 | CHUCK FISHER
_____|_____
_____|_____

 | SERP APIKARIAN
 | Genevick Vg
_____|_____
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