

Contra Costa County
AFSCME, Local 2700
Comprehensive Tentative Agreement
Presented: 07/29/2022 @ 6:10pm

The following total tentative agreement addresses all outstanding proposals between the parties:

Coalition Tentative Agreement:

C-1 - Duration of Agreement (Section 49) - TA 7/28/2022

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

C-2 - Section 5 – Salaries

- Section 5.1 – General Wages – **TA 7/28/2022**
 - 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

Section 20 – Medical, Dental & Life Insurance:

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

Side Table Tentative Agreement:

C-3 – Promotion and Transfer – Definitions Section/Section 5.13/Section 22.1/Section 23.2 – TA 5/31/2022

C-4 – Section 18 – Leave of Absence – TA 7/26/2022

C-5 – Section 14 – Sick Leave – TA 6/7/2022

C-6 – Contra Costa County Return to Work Policy for Injury or Illness

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(Attachment D) - TA 7/26/2022

C-5 – Section 14 – Sick Leave – TA 6/7/2022

C-6 – Contra Costa County Return to Work Policy for Injury or Illness
(Attachment D) - TA 7/26/2022

C-7 – Section 16 – State Disability Insurance - TA 6/7/2022

C-8 – Section 7 – Overtime, Compensatory Time, and Straight Time – TA
7/29/2022

C-9 – Election Services Specialist – GIS Differential – TA 7/29/2022

CCP1 to U-1 – Section 2 – Union Security – TA 7/21/2022

CCP2 to U-2 – Section 3 – No Discrimination/Harassment – TA 7/29/2022

CCP3 to U-4 – Section 10 - Flexibly Staffed & Deep Class - TA 5/31/2022

CCP4 to U-10 – Section 46 – Temporary Employees – TA 7/21/2022

CCP5 to U-14 – Section 12 – Holidays – TA 7/21/2022

CCP6 to U-12 – Section 5 – Salaries – TA 7/26/2022

CCP7 to U-8 – Section 26 – Grievance Procedure – TA 7/29/2022

CCP8 to U-13 – Attachment A – Class & Salary Listing – TA 7/29/2022

Union Withdrawals:

- U-3 – Section 4 – Shop Stewards – **Withdrawn 7/29/2022**
- U-5 – Section 11.1 - Seniority, Workforce Reduction, Layoff & Reassignment – **Withdrawn 7/29/2022**
- U-6 – Section 22 - Promotions/Examinations – **Withdrawn 7/29/2022**
- U-7 – Section 25 - Dismissal, Suspension, Temporary Reduction in Pay, and Demotion – **Withdrawn 7/29/2022**
- U-9 – Section 31 - Classifications – **Withdrawn 7/26/2022**
- U-11 – New Section 47 - Contracting Out – **Withdrawn 7/26/2022**
- U-15 – Section 20 – Health, Life & Dental – **Withdrawn 7/29/2022**

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- U-16 – New Section 48 - Classification and Compensation Study – Withdrawn 7/26/2022

Incorporate new and relevant current Side Letters:

- Incorporate existing side letter agreements into MOU and delete side letters:
 - Update Section 20 – Health, Life & Dental Care. Incorporates language into MOU from existing side letters dated October 6, 2015, October 18, 2016, and December 4, 2018, regarding health, life & dental benefits.
 - Update Sections 2 and 46 – Incorporates language into MOU from side letter dated September 21, 2021, amending the MOU pursuant to AB 119 and SB 866.
- Update language in Section 5.16 to state that employees can now elect to receive the advance online using Employee Self Service (ESS).
- Update the language in Section 20.17 – Partial Month to strike reference to Auditor-Controller and add reference to the Human Resources Department – Employee Benefits Division to reflect the current process.
- Re-order, re-number, and clean-up MOU sections as necessary.
- Update Section 20.8 – Supplemental Life Insurance to change guaranteed issue from \$100,000 to \$150,000 to reflect the current benefit.

County/Union Proposals Not Specifically Identified:

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

Date: 08/01/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

/

/

AFSCME, Local 2700:
(Signature / Printed Name)

Tom Harper / Dan Harper 7/29/2022
Alfredo / Andrea Guerrero 8/1/22
Londrya Kishor / Sandhya Kishore 8/1/22

TENTATIVE AGREEMENT
AFSCME, LOCAL 2700
SECTION 49 – Duration of Agreement
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SECTION 49 – Duration of Agreement

49. Duration of Agreement. This Agreement will continue in full force and effect from July 1, ~~2013~~2022 to and including June 30, ~~2017~~2026. 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: 08/01/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox
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/
/
/

AFSCME, Local 2700:
(Signature / Printed Name)

1 Dan Harper / Dan Harper 7/29/2022
1 [Signature] / Andrea Guerrero 8/1/22
1 Sandhya Kishor / Sandhya Kishore 8/1/22
[Signature] / ELSA CORONADO 8/1/22
[Signature] - [Signature] / [Signature] - [Signature]
/

TENTATIVE AGREEMENT
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Section 5 - Salaries
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SECTION 5 – SALARIES

5.1 General Wages.

- A. 1. Effective August 1, 2022, or the first day of the month following adoption of the MOU by the Board of Supervisors, whichever is later, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
2. Effective July 1, 2023, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
3. Effective July 1, 2024, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
4. Effective July 1, 2025, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

B. COVID Pandemic Service Relief Payment

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

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

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

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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.

C. Compensation Study.

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

<u>JWXB</u>	<u>Clerk-Experienced Level</u>
<u>EBVA</u>	<u>Elections Services Specialist</u>
<u>J3TF</u>	<u>Secretary-Journey Level</u>

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

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

~~A. 1. Effective on June 1, 2014, the base rate of pay for all classifications~~

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~~represented by the Union will be increased by four percent (4%).~~

~~The County will make a lump sum wage payment to each eligible employee, without back interest, for the period of June 1, 2014, through and including July 31, 2014. Eligible employees are those who are employed by the County in a classification represented by the Union between June 1, 2014, and July 31, 2014, including employees who retire, terminate, or promote during that time period.~~

~~The lump sum wage payment will be determined by taking the employee's regular pay and hourly based earnings (including overtime pay and other earnings that are computed as a percentage of base pay) added together for each applicable pay period to determine an appropriate pay base amount. This pay base amount then will be multiplied by four percent (4%). The product of that calculation will be added to the employee's September 10, 2014, paycheck where it will be listed separately as "Lump Sum Pay." The lump sum wage pay amount will then be included in the calculation of the employee's required deductions such as taxes, wage garnishments, and retirement.~~

~~2. Effective July 1, 2015, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~

~~3. Effective July 1, 2016, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~

~~4. Lump Sum Ratification Payments:~~

~~a. Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria will be paid lump sum ratification payments of seven hundred and fifty dollars (\$750) each on August 8, 2014, and on June 10, 2015, and five hundred dollars (\$500) on July 10, 2016. Permanent part-time employees, including project employees, who meet all of the following criteria will be paid a prorated lump sum ratification payment. The prorated lump sum payment for permanent part-time employees will be calculated by multiplying the lump sum amount by the employee's approved position hours over forty hours (for example: $\$750 \times (20/40) = \375).~~

~~Criteria:~~

~~i. For the payment on August 8, 2014: The employee must be employed by the County in a classification represented by the Union on July 1, 2014.~~

~~ii. For the June 10, 2015 payment: The employee must be employed by the County in a classification represented by the Union~~

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~~on May 1, 2015.~~

~~iii. For the July 10, 2016 payment: The employee must be employed by the County in a classification represented by the Union on June 1, 2016.~~

~~iv. Temporary, Per Diem, and Call Center employees are not eligible for the lump sum payments.~~

~~b. Permanent Intermittent Employees. Permanent intermittent employees who meet all of the following criteria will be paid lump sum ratification payments of two hundred dollars (\$200) each on August 8, 2014, June 10, 2015, and on July 10, 2016.~~

~~Criteria:~~

~~i. For the payment on August 8, 2014: The permanent intermittent employee must be employed by the County in a classification represented by the Union and worked in such a classification during the month of June 2014.~~

~~ii. For the payment on June 10, 2015: The permanent intermittent employee must be employed by the County in a classification represented by the Union and worked in such a classification during the month of April 2015.~~

~~iii. For the payment on July 10, 2016: The permanent intermittent employee must be employed by the County in a classification represented by the Union and worked in such a classification during the month of May 2016.~~

~~c. The employee's lump sum ratification payments will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.~~

Date: 08/01/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

AFSCME, Local 2700:
(Signature / Printed Name)

Jim Harper / Dan Harper 7/29/2022
Guerra / Andrea Guerrero 8/1/22

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/	<u>Analya Kishor</u>	<u>Sandhya Kishor</u>	<u>8/1/22</u>
/	<u>[Signature]</u>	<u>Elsa Coronado</u>	
/	<u>Stacie D. Hahn</u>	<u>Stacie D. Hahn</u>	
/			
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Health & Dental Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$509.92	\$1,214.90	\$1,214.90
Contra Costa Health Plans (CCHP), Plan B	\$528.50	\$1,255.79	\$1,255.79
Kaiser Permanente Health Plans	\$478.91	\$1,115.84	\$1,115.84
Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
Kaiser High Deductible Health Plan	\$478.91	\$1,115.84	\$1,115.84
Delta Dental PPO with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental PPO with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental PPO without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare HMO with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare HMO with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare HMO without a Health Plan	\$27.31	\$59.03	\$59.03

- B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.
- D. **Joint Labor/Management Benefit Committee.**
1. The Unions and County agree to create a Joint Labor/Management Benefit Committee ("Benefit Committee"). The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly. The Benefit Committee will convene no later than February 1, 2016, after ratification of this Agreement.
 2. The Benefit Committee will convene in order the 1) select a replacement medical or dental plan in the event that a plan listed in this Section 20 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

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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.

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 a new medical plan carrier to replace Health Net, the new medical plan will replace Health Net for all Coalition Union/Associations the following January 1.
6. Each year, County will coordinate a team composed of the County, the County's benefits consultant, and Union/Association Benefit Committee representatives, to work as equal partners to provide input for the annual negotiations with the medical plan providers over the plan premiums for the next plan year. The team will have authority to make information requests, request and observe presentations by the County's healthcare consultant regarding premium rates and ask questions, and help guide the strategy of the County in the annual negotiations.
7. County and Unions/Associations of the Coalition will jointly work to 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

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options for an employee-funded healthcare trust or savings vehicle for retirement. The County Benefits Manager, Human Resources Director, and relevant benefits consultants will participate in these discussions.

20.3 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 this leave period. The County will pay the health/dental plan monthly premium subsidies set for in Section 20.2 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 ("CCERA") 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 CCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
2. Life insurance coverage is not included.

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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 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.

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7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer retirement.
- C. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year.
- The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 12.3 subparts (A), (B), and (C) and upon retirement the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 20.3 only, "eligible family members" does not include Survivors of employees or retirees.

20.4 Health Plan Coverages and Provisions: The following provision is applicable regarding County Health and Dental Plan participation:

Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

20.5 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

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- (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
 - (1) Over age 19,
 - i. unmarried, and
 - ii. incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. Dental PPO Only:

Employee's unmarried child who is:

 - (1) Under age 19; or
 - (2) Age 19, or above, but under age 24; and
 - i. Resides with the Employee for more than 50% of the year excluding time living at school; and
 - ii. Receives at least 50% support from Employee; and
 - iii. Is enrolled and attends school on a full-time basis, as defined by the School.
3. Delta Care HMO Only – Employee's Child to age 26.
4. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

20.6 Dual Coverage:

- a. Each employee and retiree may be covered by only a single County health (or dental) plan, including a CalPERS plan. For example, a County

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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 20.5 - 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 20.6 - Dual Coverage only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including but not limited to, the Contra Costa County Fire Protection District.

20.7 Medical Plan Cost-Sharing on and after January 1, 2016. DH

- a. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 20.2.A. In total, the County will pay the following amounts for the 2016 plan year:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$530.56	\$1,049.81	\$1,646.89
Contra Costa Health Plans (CCHP), Plan B	\$549.42	\$1,068.65	\$1,737.03
Kaiser Permanente Health Plan A	\$435.38	\$803.96	\$1,493.79
Kaiser Permanente Health Plan B	\$445.04	\$881.68	\$1,407.40
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan 4310	\$447.04	\$916.72	\$1,387.40

- b. For the plan year that begins on January 1, 2017, and for plan year that begins on January 1, 2018, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 20.8.A., above, for medical plans.
- c. 2016 Plan Premium Amounts: For purposes of calculating the

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County and Employee cost-sharing increases described in 20.8.B, above, the following are the 2016 total monthly medical plan premium amounts:

DH

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

- D. Medical Plan Cost-Sharing for Active Employees for the 2019 Plan Year.
 For active employees for the plan year that begins on January 1, 2019, the County will pay the monthly premium subsidy for medical plans stated below:

DH

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

Employee +1 Dependent Medical Plans	Monthly Premium	County Monthly Premium Subsidy	Employee Monthly Premium Cost
Contra Costa Health Plans (CCHP), Plan A	\$1,624.10	\$1,271.99	\$352.11
Contra Costa Health Plans (CCHP), Plan B	\$1,800.37	\$1,314.95	\$485.42
Kaiser Permanente Health Plan A	\$1,754.60	\$1,200.00	\$554.60
Kaiser Permanente Health Plan B	\$1,394.56	\$1,200.00	\$194.56
Health Net HMO Plan A	\$3,355.12	\$1,765.02	\$1,590.10

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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 Dependent 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

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

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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.
- F. Beginning 2022, the County will review technological advancements in the area of benefits administration and consider asking any eligible employee who waives County health insurance to provide proof of other health insurance coverage.
- G. In June of 2024, once the premium rates for the 2025 Plan Year are known, the Union may request to reopen negotiations on the subject of health care. Unless otherwise agreed 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.

20.8 Health Benefit Access for Employees Not Otherwise Covered. To access County health plans, an employee who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage.

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

20.10 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

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thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

20.11 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

20.12 PERS Long-Term Care: The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

20.13 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.

20.14 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.

20.15 Prevailing Section: To the extent that any provision of this Section (Section 20 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 20 - Medical, Dental & Life Insurance) will prevail.

20.16 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.

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

20.18 Coverage During Absences

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

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

20.19 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.

20.20 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.
5. The County does not manage or administer the HSAs.

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- 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.

20.21 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: 08/01/2022

Contra Costa County:
 (Signature / Printed Name)

AFSCME, Local 2700:
 (Signature / Printed Name)

Rebecca Cox / Rebecca Cox
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Don Harper / Don Harper 7/29/2022
Andrea Guerrero / Andrea Guerrero 8/1/22
Sandhya Kichera / Sandhya Kichera 8/1/22
EISA CORONADO
Stacie D. Hinton / Stacie D. Hinton
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TENTATIVE AGREEMENT
AFSCME, Local 2700
Section 20 – Medical, Dental & Life Insurance
Presented on: 07/29/2022 @ 6:10pm

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COUNTY PROPOSAL NO. 3
AFSCME, Local 2700
Definitions Section/Section 5.13/Section 22.1/Section 23.2
Transfers

Presented on: 05/17/2022 @ 1:57pm

DEFINITIONS

Promotion:

- A. 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.
- B. A 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:

- A. 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 the top step as the class previously occupied by the employee.~~
- B. 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.

Section 5.13 – Transfer

An employee who is transferred from one position to another as described under "Transfer" shall be placed at the top 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.

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Definitions Section/Section 5.13/Section 22.1/Section 23.2
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Presented on: 05/17/2022 @ 1:57pm

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

~~However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section "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.~~

Section 22.1 – Competitive Exam

Promotion ([as defined in the Definitions section](#)) shall be by competitive examination unless otherwise provided in this MOU.

[Note: Sections 22.2 – 22.10 remain unchanged]

Section 23.2 – Transfer Policy

Any employee or appointing authority who desires to initiate a transfer ([as defined in the Definitions section](#)) may inform the Human Resources Director in writing of such desire stating the reasons therefore. The Human Resources Director shall, if he or she considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

The County will update the Departmental Contact List within ninety (90) days of approval by the Board of Supervisors of the 2005-2008 Memoranda of Understanding and annually thereafter. The County will place Bid Notice summaries on E-Mail and/or the County's website so that employees may inquire about promotional/transfer opportunities. Each department will continue to provide copies of all Bid Notices within their department to the union. It is the responsibility of employees to contact County departments and inform them of their desire to transfer. County departments may, but are not required to maintain an ongoing list of employees interested in transferring when a position becomes available. Employees who transfer from one department to another shall serve a three (3) month probationary period. Provisions of this section do not apply to transfers from eligible lists.

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AFSCME, Local 2700
Definitions Section/Section 5.13/Section 22.1/Section 23.2
Transfers

Presented on: 05/17/2022 @ 1:57pm

[Note Sections 23.3 – 23.7 remain unchanged]

Date: 07/27/2022

Contra Costa County:
(Signature / Printed Name)

AFSCME, Local 2700:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox
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Stacia D. Hinton / Stacia D. Hinton
Andrea Guerrero / Andrea Guerrero
EISA CORONADO / EISA CORONADO
Sandhya Kishore / Sandhya Kishore
Don Harper / Don Harper 7/27/2022
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COUNTY PROPOSAL NO. 4
AFSCME, Local 2700
Section 18 – Leave of Absence
Presented on: 07/26/2022 @ 1:34 pm

SECTION 18 – LEAVE OF ABSENCE

18.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; ~~provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care~~ Leaves under the Pregnancy Disability Leave Act (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) ~~shall~~ will be ~~granted~~ considered in accordance with applicable state and federal law, and Section 18.5.

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

- 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. ~~parental~~ To bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care;
 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 reason for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer ~~within five (5) days of learning of the event by which the need for the family care~~ of the need for leave as soon as possible and practical.
- C. A leave ~~with pay~~ may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the

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

~~D. Nevertheless, a leave of absence for the employee's serious health condition or for family care leave (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks during a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 18.5 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 (15~~2~~) 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, or serious health condition,~~ The decision of the appointing authority on granting or to denying a leave or early return shall be subject to appeal to the Director of Human Resources ~~Director~~ and not subject to appeal through the grievance procedure set forth in this MOU.

18.3 Furlough Days Without Pay. Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.7 (Compensation for Portion of Month) of this MOU. Full time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation sick leave, floating holiday, and other accrual credits for employees taking furlough time, this provision shall supersede Section 12.1, 13.1, 13.3, and 14.2 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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18.4 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 federal or state laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to ~~his/her~~ their position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

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

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

18.5 Family Care Leave or Medical Leave Leaves Pursuant to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), & Pregnancy Disability Leave Act (PDL). The County will administer these leaves in accordance with the law, including acknowledging requests for leave of absences within five (5) business days of receipt for FMLA and CFRA requests and 10 business days for PDL requests.

- A. FMLA: Upon request to the appointing authority, ~~in a "rolling" twelve (12) month period measured backward from the date an employee uses his/her FMLA leave,~~ any employee who ~~has permanent status~~ meets the legal eligibility requirements for FMLA shall be entitled to at least ~~eighteen (18) weeks~~ twelve (12) weeks of FMLA leave (less if so requested by the employee), which will be extended for up to an additional six (6) weeks of leave with the same FMLA protections, for a total of eighteen (18) weeks during a rolling twelve (12) month period, measured backward from the

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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 ~~(less if so requested by the employee)~~ during a rolling twelve (12) month period, measured backward from the date an employee uses any CFRA leave (less if so requested by the employee), for a qualifying reason in accordance with state law. CFRA leave will run concurrently with FMLA leave to the extent permitted by law, except that CFRA leave will not run concurrently with pregnancy disability leave under the PDL.
- C. PDL: Upon request of the appointing authority, any employee who meets the legal eligibility requirements for PDL shall be entitled to up to four (4) months of PDL as provided in state law
- A. ~~Medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or~~
- B. ~~family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.~~

18.6 Medical Certification. The employee may be asked to provide medical certification of the need for family care, pregnancy disability, or medical leave pursuant to 18.2.A above, or for FMLA, CFRA and/or PDL. ~~Additional period(s) of~~ Leave for periods of family care, pregnancy disability, or medical leave that are not covered by the FMLA, CFRA, or PDL, or that exceed the leave allowed under the FMLA, CFRA, and/or PDL, may be granted ~~by~~ at the discretion of the appointing authority.

18.7 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)-week~~ leave may include use of appropriate available paid leave accruals when accruals are used to maintain pay

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status, but use of such accruals is not required beyond that specified in Section 18.11 – Leave Without pay – Use of Accruals below. When paid leave accruals are used for ~~a medical or family care leave~~ FMLA, CFRA, and/or PDL, such time shall be counted as a part of the ~~eighteen (18) week leave~~ entitlement.

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

18.9 Definitions. For medical and family care leaves of absence under ~~this~~ Section 18.2.A, the following definitions apply: FMLA, CFRA, and PDL definitions will be as set forth in state and federal laws.

a. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.

b. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.

c. Spouse: A partner in marriage as defined in California ~~Civil~~ Family Code Section 300 4100.

d. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.

e. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.

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f. Certification for Family Care Medical Leave: When requesting medical leave (including FMLA/CFRA leave) for the employee or employee's family member, the employee must provide a written communication medical certification to the employer from a health care provider of a person for whose care the leave is being taken or for the employee's own serious health condition, which need not identify the diagnosis or serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;
2. the probable duration of the condition;
3. for family care, an estimate of the frequency and duration of the leave required to render care or supervision for the family member;
4. for an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of their position; that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave work schedule is necessary 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;~~

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~~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.~~

~~18.10 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.~~

18.10~~1~~ 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 18.11 – Leave Without Pay-Use of Accruals, below ~~14.3.D – Sick Leave Utilization for Pregnancy Disability~~. During the ~~eighteen (18) period weeks~~ of an approved ~~medical or family care~~ FMLA, CFRA, or PDL leave under Section 18.5 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 18.12~~1~~ – 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.

18.11~~2~~ 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

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"broken" into segments and accruals may not be used, except when required by ~~LTD Benefit Coordination~~ or SDI/Sick Leave Integration or as provided in the sections below.

~~B. Family Care or Medical Leave (FMLA). During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be required to use at least 0.1 hour of sick leave (if so entitled under Section 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. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) weeks entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) weeks entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.~~

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.

18.123 Leave of Absence Replacement and Reinstatement.

A. Non-Statutory Leaves: Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department, and then only on the basis of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 -Seniority, Workforce Reduction, Layoff & Reassignment shall apply.

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

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18.134 Leave of Absence Return. In the Department of Employment and Human Services, 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 Department of Employment and Human Services shall notify the employee of the final date by which he/she shall return to be assigned to the same position control number.

~~**18.15 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 90 work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than 720 hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.~~

18.156 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.

18.167 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.

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18.178 Time Off to Vote. Employees represented by the Union who do not have sufficient time outside of working hours to vote at a statewide election, may, without loss of pay, take off enough working time which will enable to employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift.

Any employee seeking time off to vote under the provisions of this Section, must submit a written request, at least two (2) working days in advance, to his or her immediate supervisor, stating the following: name, job classification, department, a statement "I am a registered voter," geographic location and address of the employee's polling place, amount of time off requested and whether it is to be at the beginning or end of the employee's regular workday, and a clear statement as to why the employee is unable to vote during the regular hours that the polls are open.

~~18.189 Non-Exclusivity. Other MOU language on this subject, not in conflict with this MOU, shall remain in effect.~~

Date: 07/27/2022

Contra Costa County:
 (Signature / Printed Name)

AFSCME, Local 2700:
 (Signature / Printed Name)

Rebecca Cox / Rebecca Cox
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 _____ /
 _____ /
 _____ /
 _____ /

Stacie D. Hunter / Stacie D. Hunter
Andrea Guerrero / Andrea Guerrero
Elsa Coronado / ELSA CORONADO
Sandhya Kishor / Sandhya Kishor
Dan Harper / Dan Harper 7/27/2022
 _____ /
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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. 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.

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

Employee: Any person employed by Contra Costa County in an allocated position in the County service.

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

Condition/Reason: With respect to necessary verbal contacts and confirmations

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which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

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

- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
 1. An application for retirement due to disability has been filed with the Retirement Board.
 2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
 3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- d. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery 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:

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1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
 2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom 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 member.

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- 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. Additional leave time may be authorized in accordance with Section 18.1 – Leave Without Pay of this MOU.

- h. Baby/Child Bonding. 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. ~~Upon the birth or adoption of a child, an employee eligible for baby bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby bonding leave.~~

- i. Accumulated paid sick leave credits may not be used in the following situations:
 - 1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he 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. The following procedures apply:

- a. Employee Responsibilities
 - 1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.

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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 appointments.
 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 consecutive working days. The department may also require medical verification for absences of less than three (3) consecutive working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.A.
2. Obtaining the employee's signature on the Absence/Overtime Record or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.

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4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
 5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

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

To help assure uniform policy application, the Human Resources Director or designated management staff of the 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 from 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 employee's paid time, a physical, medical examination by a licensed physician and/or 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

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performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.

- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Human Resources Director may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two (2) 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 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.

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- 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 certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the 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.

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Scope of the Arbitrator's Review.

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
 2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
 3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
 4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.
- M. It is understood that the benefits specified in Section 14 – Sick Leave and Section 17 – Workers' Compensation, shall be coordinated with the rehabilitation program as determined by the labor-management committee.

14.6 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.

~~**14.7 Integration of State Disability Benefits with the County Sick Leave Benefit Program.** Employees eligible for State Disability benefits and sick leave benefits for any portion of disability shall be required to make application for both benefits. The State Disability benefits shall be returned to the County to be credited to the employee's sick leave balance on the following basis:~~

- ~~a. Integration with State Disability is automatic and cannot be waived.~~
- ~~b. The amount credited to the employee's sick leave balance shall be converted to sick leave hours by dividing the amount received from State Disability Insurance by the employee's straight time hourly rate, at the time of payment, as determined by the appropriate salary schedule for the employee's class of employment.~~
- ~~c. If the employee is eligible for State Disability Insurance benefits, application must be made and the benefits returned to the County for sick leave credits so that the principle of integration is completed.~~
- ~~d. In the event an employee is not eligible for sick leave credits from the~~

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~~County, there will be no integration and the employee shall not return State Disability Insurance benefits to the County.~~

~~e. In the event an employee receives sick leave benefits for a portion of the disability period, State Disability benefits must be utilized to restore only those sick leave hours used during the period of disability.~~

~~f. Restoration of sick leave balances shall be rounded to the nearest one-half (1/2) hour.~~

~~g. In no instance will an employee be allowed to purchase sick leave not accrued.~~

~~h. The County will provide separate accounting for the purchase sick leave to insure that State Disability Insurance benefits are not taxable.~~

~~**14.8 – Disability Insurance Review Committee.** The County shall establish a Disability Insurance Review Committee consisting of one (1) representative from each employee organization and four (4) management representatives to review and recommend to the Human Resources Director the feasibility of implementing a self-funded and self-administered disability insurance program.~~

14.97 Employee Annual Health Examination. Employees of the County who work in a Health Services Department facility will annually be required to complete a Health Questionnaire and take a Tuberculosis Skin Test. A chest X-ray will be required if the employee has previously had a positive reaction to a tuberculosis skin test. However, employees will not be required to take X-ray exams in excess of what is required by applicable Federal and State laws.

Employees will also be requested to be screened for Rubella immunity. If the result of the Rubella test is negative, the appointing authority or designee will recommend that the employee become immunized. If an employee has direct patient contact and refuses to become immunized, said employee will be relocated to an indirect patient contact area.

14.108 Confidentiality of Information/Records. Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

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Presented on: 5/31/22 @ 1:40 pm

Date: 07/27/2022

Contra Costa County:
(Signature / Printed Name)

AFSCME, Local 2700:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

Stacie D. Hinton / Stacie D. Hinton
Andrea Guerrero / Andrea Guerrero
Elsa Coronado / Elsa Coronado
Sandhya Kishore / Sandhya Kishore
Dan Harper / Dan Harper 7/27/2022

COUNTY PROPOSAL NO. 6
AFSCME, Local 2700
ATTACHMENT D – Return to Work Policy
Presented on: 5/31/2022:30pm

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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ATTACHMENT D – Return to Work Policy
Presented on: 5/31/22 @ 2:30pm

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

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Presented on: 5/31/22 @ 2:30pm

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

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

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

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

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

D. Return to Work Committee

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

E. Risk Manager

The County Risk Manager shall:

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

VI. DEFINITIONS:

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

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- C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.

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

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

- E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (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).

[Delete forms AK-142 and AK-143]

Date: 07/27/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

AFSCME, Local 2700:
(Signature / Printed Name)

Stacie D. Whit / Stacie D. Whitton

COUNTY PROPOSAL NO. 6
AFSCME, Local 2700
ATTACHMENT D – Return to Work Policy

Presented on: 5/31/22 @ 2:30 pm

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/	<i>[Signature]</i> / Andrea Guerrero
/	<i>[Signature]</i> / Elsa CORONADO
/	<i>[Signature]</i> / Sandhya Kishore
/	<i>[Signature]</i> / Dan Harper 7/27/2022
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COUNTY PROPOSAL NO. 7
AFSCME, Local 2700
Section 16 – State Disability Insurance
Presented on: 5/31/22 @ 4:45pm

SECTION 16 – STATE DISABILITY INSURANCE (SDI)

~~Effective July 1, 1994, the County will begin a six-month pilot program for employees eligible for State Disability benefits. At the end of the six (6) month pilot program, the County will meet and confer to evaluate whether the plan will be continued. Employees eligible for SDI benefits will be required to make application for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:~~

~~**16.1 General Provisions.** The California SDI program provides disability benefits beginning on the eighth (8) calendar day of a qualifying disability. The maximum period of state disability payments is up to one year. 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 their sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary to the extent that the total payment does not exceed the employee's monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off work, on disability, and receiving SDI, the department will make appropriate integration adjustments, including retroactive adjustments if necessary. Employees must inform their department of hospitalization their application for SDI in a timely manner in order for the department to make appropriate integration adjustments.

State Disability benefit payments will be sent directly to the employees at their home address by the State of California.

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

16.2 Procedures. Employees with more than 1.2 hours of sick leave accruals

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Section 16 – State Disability Insurance
Presented on: 5/31/22 @ 6:45pm

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 ~~or integration with~~ the SDI Integration Program benefit.

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

Employees with no sick leave balance at the beginning of their disability SDI integration period may use any other accruals without reference to ~~or the SDI~~ Integration Program 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 the use of unused sick leave and/or ~~shall authorize the use of~~ other accruals as appropriate.

Employees may contact the Human Resources Department, Benefits Division, for assistance in resolving problems.

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

~~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:

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Presented on: 5/21/22 @ 1:45 pm

L = [(S-D)/S] x 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 Day in each Month
D = Estimated Monthly SDI Benefit [D = (W) ÷ 7] x C]
L = Sick Leave Charged per Day

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

16.4 Definition. "Base Monthly Salary" for purposes of sick leave the SDI integration program, is defined as the salary amount for of the employee's step on the salary schedule for of the employee's classification at the time of integration. Permanent classification as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.

16.5 Conversion to the New SDI Program. For all employees receiving SDI benefits prior to July 1, 1994, conversion to the new SDI program operated by departmental payroll staff will be coordinated by the Personnel Department, Benefits Division.

All employee SDI benefit checks received in the Personnel Department and signed over to the County by June 30, 1994, will be deposited and used to buy back the employee's sick leave, with sick leave credits appearing on the July 10th pay warrants insofar as possible.

All employee SDI benefit checks received, but not signed over to the County, by June 30, 1994, will be returned to the employee. All employee SDI benefit checks received after June 30, 1994, will be returned to the employee. In both these situations, no sick leave buy back will be made, regardless of the calendar period to which the benefit checks pertain. Program transfer to departmental payroll staff will be effective July 1, 1994 for the month of July with the first computation of SDI benefits and integration with sick leave under the new program made on the August 10, 1994 pay warrants covering the July 1994 payroll period

Date: 07/27/2022

Contra Costa County:

AFSCME, Local 2700:

COUNTY PROPOSAL NO. 7
AFSCME, Local 2700
Section 16 – State Disability Insurance
Presented on: 5/21/22 @ 1:45pm

(Signature / Printed Name)

(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

Stacie D. Hinton / Stacie D. Hinton

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Andrea Guerrero / Andrea Guerrero

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EISA CORONADO / EISA CORONADO

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Sandhya Kishore / Sandhya Kishore

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Dan Harper / Dan Harper 7/27/2022

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COUNTY PROPOSAL NO. 8

AFSCME, Local 2700

Section 7 – Overtime, Compensatory Time, and Straight Time

Presented on: 06/07/2022 @ 1:44pm

SECTION 7 – OVERTIME, COMPENSATORY TIME, AND STRAIGHT TIME

7.1 Overtime.

A. Permanent full-time and part-time employees are eligible to receive 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 would be entitled to 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-half hour increments and is compensated by either pay or compensatory time off.

B. Permanent Intermittent and temporary employees are eligible to receive 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.

- a. **Overtime Distribution.** Overtime will be offered on a rotational basis beginning with the most senior qualified person and will rotate down the list of all employees in the classification who normally perform the work in the Department, Division, or Bureau, as determined by the appointing authority or designee. If the assignment requiring overtime is continuous, the overtime will be offered on the above-described rotational basis to permit all eligible employees the opportunity to work overtime. If there are no volunteers, overtime will be assigned in inverse order of seniority and will rotate up the list of employees.

7.2 Straight Time Pay. Permanent full-time and part-time employees are eligible to receive straight time pay or straight time compensatory time off

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AFSCME, Local 2700

Section 7 – Overtime, Compensatory Time, and Straight Time

Presented on: 07/07/2022 @ 1:44pm

for hours worked in excess of the employee's daily number of scheduled hours that do not qualify for overtime pay as described in section 7.1, above. For example, if an employee is scheduled to work from 8 a.m. to 5 p.m., but uses accruals for 8 a.m. to 10 a.m. and works from 10 a.m. to 7 p.m., he/she would be entitled to two hours of straight time pay for the 5 p.m. to 7 p.m. hours worked. Straight time pay is calculated at the rate of one (1.0) times the employee's base rate of pay (not including differentials or shift pays).

7.3 Overtime And Straight Time Compensatory Time. The following provisions shall apply:

- a. Employees may annually elect to accrue overtime compensatory time off and straight time compensatory time off (hereinafter collectively referred to as "compensatory time off") in lieu of overtime pay and straight time pay. Eligible employees who elect to receive compensatory time off must agree to do so for a full fiscal year (July 1 through June 30). The employee must notify their department payroll staff of any change in the election by May 31 of each year.
- b. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the Department. New eEmployees hired after May 31 of each year who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines must ~~elect to accrue compensatory time or they will be paid for authorized overtime and straight time hours worked~~ wait until the next fiscal year to select compensatory time. The employee will become eligible to elect compensatory time for the following fiscal year as outlined in 7.3.A. above.
- c. Overtime compensatory time off shall be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee. Straight time compensatory time off will be accrued at the rate of one (1.0) times the actual authorized straight time hours worked by the employee. Compensatory time off will be taken in increments of one (1) minute.
- d. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours (i.e., eighty (80) hours at time and one-half). Once the maximum balance has been attained, authorized straight time and overtime hours will be paid at the applicable straight time or overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized straight time and overtime hours worked until the employee's balance again reaches

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AFSCME, Local 2700

Section 7 – Overtime, Compensatory Time, and Straight Time

Presented on: 06/07/2022 @ 1:44pm

one hundred twenty (120) hours.

- e. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in d. above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- f. Employees may not use more than one hundred twenty (120) hours of compensatory time off in any fiscal year period (July 1 - June 30).
- g. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his/her designee and the employee. Compensatory time off shall not be taken when the employee would be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
- h. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
- i. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth below.
- j. Since employees accrue overtime compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, accrued overtime compensatory time balances will be paid off at the straight time rate for the employee's current salary whenever:
 - 1. the employee changes status and is no longer eligible for compensatory time off;
 - 2. the employee promotes, demotes or transfers to another department;
 - 3. the employee separates from County service;
 - 4. the employee retires.

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Presented on: 06/07/2022 @ 1:44pm

- k. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

7.4 Fair Labor Standards Act Provisions. The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. If it is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay, and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the Federal Law without further meeting and conferring. The County shall notify the Union (employee organizations) and will meet and confer with said organization regarding the implementation of such modifications.

Date: 08/01/2022

Contra Costa County:
(Signature / Printed Name)

AFSCME, Local 2700:
(Signature / Printed Name)

Chuck Fisher / CHUCK FISHER
Rebecca Cox / Rebecca Cox
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Don Harper / Don Harper 7/29/2022
Andrea Guerrero / Andrea Guerrero 8/1/22
Sandhya Kishore / Sandhya Kishore 8/1/22
Elsa Coronado / ELSA CORONADO 8/1/22
Stacie Clark / Stacie Clark
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COUNTY PROPOSAL NO. 9
AFSCME, Local 2700

Section 5.19 – Geographical Information Systems Differential

Presented on: 07/29/2022 @ 12:28 pm via email

SECTION 5 – SALARIES

5.19 Geographical Information Systems Differential. Effective August 1, 2022, or the first day of the month following adoption of the MOU by the Board of Supervisors, whichever is later, eligible permanent and part-time employees in the Elections Services Specialist (EBVA) classification assigned to the Geographical Information Systems (GIS) Unit will be paid a salary differential of five percent (5%) of the employee's base rate of pay for all time spent in that assignment.

To be eligible for the GIS differential, employees are required to possess a current GIS Certification provided by a nationally-recognized certificate program and provide a copy of the certification to the Department Head. Employees assigned to the GIS Unit must possess knowledge of GIS technical methodologies and will be responsible for performing functions related to GIS and mapping services. Employees may be assigned to or removed from the GIS Unit at the discretion of the Clerk-Recorder.

[The remaining portions of **Section 5 – Salaries** remains unchanged by this proposal]

Date: 08/01/2022

Contra Costa County:
(Signature / Printed Name)

AFSCME, Local 2700:
(Signature / Printed Name)

CHUCK FLESHER | CHUCK FLESHER
Rebecca Cox | Rebecca Cox
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Don Harper | Don Harper 7/29/2022
Andrea Guerrero | Andrea Guerrero 8/1/22
Sandhya Kishore | Sandhya Kishore 8/1/22
ELSA CARONADO
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COUNTY PROPOSAL NO. X
AFSCME, Local 2700

Section 5.19 – Geographical Information Systems Differential

Presented on: 07/29/2022 12:28pm via email

COUNTY COUNTER PROPOSAL 1 TO U-1
AFSCME, Local 2700
SECTION 2 – Union Security

Presented on: 07/12/2022 @ 2:19pm

SECTION 2 – UNION SECURITY

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

A. The Union shall regularly provide the County in a manner that has been mutually agreed upon, with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section. 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. **P.E.O.P.L.E.** Employees in classifications represented by United Clerical, Technical & Specialized Employees, Local 2700, AFSCME may make a voluntary, monetary monthly contribution to P.E.O.P.L.E., said contributions to be deducted from employees' pay by the County and remitted to AFSCME, P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).

E. 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.

COUNTY COUNTER PROPOSAL 1 TO U-1
AFSCME, Local 2700
SECTION 2 – Union Security

Presented on: 09/12/2022 @ 2:19 pm

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

2.3 Union Dues Form. Employees may elect to complete a Union dues authorization card provided by the Union to have deducted from their paychecks the membership dues of the Union. Each such dues authorization form referenced above shall include a statement that authorization may be revoked as provided in Section 2.4 below. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his/her right to revoke said authorization.

2.4 Rescission of Dues Authorization. Employees who wish to rescind their membership shall notify the Union in writing in accordance with the AFSCME membership application.

2.5 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 matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after consultation 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;

COUNTY COUNTER PROPOSAL 1 TO U-1
AFSCME, Local 2700
SECTION 2 – Union Security

Presented on: 07/12/2022 @ 2:19pm

-
- 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.

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

2.6 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 and its use by the Union is scheduled twenty-four (24) hours in advance;
- 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; and
- 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.

2.7 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

**COUNTY COUNTER PROPOSAL 1 TO U-1
AFSCME, Local 2700**

SECTION 2 – Union Security

Presented on: 07/12/2022 @ 2:19pm

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.

2.8 Written Statement for New Employees New Employee Orientation.

- A. The County agrees that each newly hired employee, or employee who is new to the Local 2700 bargaining unit by way of competitive examination, transfer, reclassification, demotion, or promotion, shall be instructed to participate in an on-boarding meeting during regular working hours without loss in compensation. Newly hired employees include any employee, whether permanent, temporary, full-time, part-time, or permanent intermittent. ~~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.~~

- B. The County will provide written notice of both Employer-wide and department-level new employee orientations (no matter how few participants, and whether in person, online, or through other means or mediums) to the Union, at least ten (10) days prior to the event, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. In the event that the County provides less than ten (10) calendar days' notice or no notice, and the Union is unable to attend the orientation because of the short notice or no notice, the Union may request to meet with new employees entering the Local 2700 bargaining unit. The department will work to arrange a meeting within seven (7) working days of the Union's request for up to thirty (30) minutes (the department has the discretion to allow additional time if available) during regular working hours and on-site or virtually without loss in compensation. The make-up session is mandatory for the employee and shall be arranged in coordination with the Department and conducted by the Union.

COUNTY COUNTER PROPOSAL 1 TO U-1
AFSCME, Local 2700

SECTION 2 – Union Security
Presented on: 07/12/2022 @ 2:19pm

- C. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation. Also the full name, classification, and department of all new employees shall be provided.
- D. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes (the department has the discretion to allow additional time if available), and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation.
- E. Upon approval of the department and when available, the Union may use the County's facilities to conduct the new employee orientation sessions and make-up orientation meetings with newly hired employees in the bargaining unit.
- ~~F.E.~~ 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 Chief of Labor Relations.
- ~~G.F.~~ The County Human Resources Department shall monthly furnish an electronic list in a Microsoft Excel file of all new hires to the Union, including the following information: full name, job titles, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address on file with the County and/or the Department. The County shall also furnish a list of all the changes in status or representation of employees.

~~2.9 — Section 22 of 1977-79 MOU. Section 22 of the 1977-1979 Memorandum of Understanding between the County and United Clerical Employees shall continue for the duration of this MOU.~~

2.409 Compliance with the Law. The parties agree to comply with SB866 (2018) and agree that changes to the law impacting this section of the MOU will trigger a meet and confer among the parties.

Date: 07/27/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

AFSCME, Local 2700:
(Signature / Printed Name)

Stacie D. Hector

COUNTY COUNTER PROPOSAL 1 TO U-1
AFSCME, Local 2700
SECTION 2 – Union Security

Presented on: 07/12/2022 @ 2:19 pm

/	<i>[Signature]</i> / Andrea Gverrero
/	<i>[Signature]</i> / EISA CORONADO
/	<i>[Signature]</i> / Sandhya Kishore
/	<i>[Signature]</i> / Dan Harper 7/27/2022
/	/

**COUNTY COUNTER PROPOSAL 2 TO U-2
AFSCME, Local 2700
Section 3 No Discrimination/Harassment**

Presented on: 05/17/2022 @ 1:58pm

SECTION 3 – NO DISCRIMINATION/HARASSMENT

There shall be no discrimination because of sex, race, creed, color, national origin, sexual orientation, gender expression, gender identity or union activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability. There shall be no discrimination because of Union membership or legitimate Union activity against any employee or applicant for employment by the County or anyone employed by the County.

The County agrees to abide by its Anti-Harassment Policy as set forth in Administrative Bulletin 429.


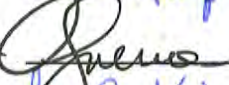
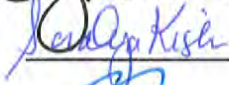

3.1 Americans With Disabilities Act (ADA). The County and the Union recognize that the County has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in conflict with any provision of this MOU, the Union will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Union on the impact of such accommodation. If the County and the Union do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of ADA.

Date: 08/01/2022

Contra Costa County:
(Signature / Printed Name)

 | CHUCK FLESHER
Rebecca Cox | Rebecca Cox
_____|_____
_____|_____

AFSCME, Local 2700:
(Signature / Printed Name)

 | Dan Harper 7/29/2022
 | Andrea Guerrero 8/1/22
 | Sandhya Kishore 8/1/22
 | EISA CORONADO

**COUNTY COUNTER PROPOSAL 2 TO U-2
AFSCME, Local 2700**

Section 3 No Discrimination/Harassment

Presented on: 05/17/2022 @ 1:58pm

	<u>Stacie D. Hix</u>	<u>Stacie D. Hix</u>	8/1/22
/		/	
/		/	
/		/	

**COUNTY COUNTER PROPOSAL 3 TO U-4
AFSCME, Local 2700
Section 10 – Flexibly Staffed & Deep Class**

Presented on: 05/17/2022 @ 2:26pm

SECTION 10 – FLEXIBLY STAFFED & DEEP CLASS

The County shall continue to provide for flexible staffing and departmental certification for all positions in the following classes:

Flexibly Staffed Positions

- Account Clerk-Project
- Animal Services Clerk
- Assessor's Loc Exemptions Spec
- Cal Works Clerk-Exp Level-Project
- Information Systems Assistant I
- Information Systems Assistant II
- Intermediate Typist Clerk-Project
- Payroll Technician
- ~~Retirement Accounting Spec I~~
- ~~Retirement Accounting Spec II~~
- ~~Retirement Accounting Spec III~~
- ~~Retirement Counselor I~~
- ~~Retirement Counselor II~~
- ~~Retirement Counselor III~~

Deep Class Positions

- Secretary – Journey Level
- Secretary – Advanced Level
- Account Clerk – Advanced Level
- Account Clerk – Experienced Level
- Account Clerk – Beginning Level
- Clerk – Beginning Level (T)
- Clerk – Experienced Level
- Clerk – Senior Level
- Clerk – Specialist Level
- Clerk – Beginning Level (NT)

If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to promote an employee on the first of the month when eligible, said appointment shall be made retroactive to the first of the month when eligible. An employee who is denied a promotion to a flexibly staffed position may appeal such denial to the Merit Board.

**COUNTY COUNTER PROPOSAL 3 TO U-4
AFSCME, Local 2700
Section 10 – Flexibly Staffed & Deep Class
Presented on: 05/17/2022 @ 2:26pm**

[In addition to the above changes, the County will delete the following classifications from Appendix A.]

**AFSCME, Local 2700
CLASS AND SALARY LISTING
Effective 6/1/2014**

Attachment A

97WA	RETIREMENT ACCOUNTING SPEC-I	F	\$ 3,491.27	\$ 4,458.50
97VB	RETIREMENT ACCOUNTING SPEC-II	F	\$ 4,028.75	\$ 5,141.82
97TA	RETIREMENT ACCOUNTING SPEC-III	F	\$ 4,646.13	\$ 5,929.78
977A	RETIREMENT ACCOUNTING TECH	-	\$ 3,837.96	\$ 4,898.31
97TC	RETIREMENT ADMINISTRATIVE ASST	-	\$ 4,097.14	\$ 4,980.10
97WB	RETIREMENT COUNSELOR-I	F	\$ 3,491.27	\$ 4,458.50
97VC	RETIREMENT COUNSELOR-II	F	\$ 4,028.75	\$ 5,141.82
97TB	RETIREMENT COUNSELOR-III	F	\$ 4,646.13	\$ 5,929.78
97VD	RETIREMENT MBR SVS DATA SP	-	\$ 4,028.75	\$ 5,141.82
97VA	RETIREMENT MEMBER SERV TECH	-	\$ 3,189.25	\$ 4,487.59
97TD	RETIREMENT OFFICE SPECIALIST	-	\$ 3,189.25	\$ 4,487.59
97T1	RETIREMENT OFFICE SPECIALIST-P	-	\$ 3,189.25	\$ 4,487.59
97TE	RETIREMENT SR MBR SVS DATA SP	-	\$ 4,646.13	\$ 5,929.78

Date: 07/27/2022

Contra Costa County:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

AFSCME, Local 2700:
(Signature / Printed Name)

Stacie J. Hinton / Stacie J. Hinton
Andrea Guerrero / Andrea Guerrero
EISA CORDONADO / EISA CORDONADO

COUNTY COUNTER PROPOSAL 3 TO U-4
AFSCME, Local 2700

Section 10 – Flexibly Staffed & Deep Class

Presented on: 05/17/2022 @ 2:26pm

/	Sandhya Kishore	Sandhya Kishore
/	Den Harper	Den Harper 7/27/2022
/	/	/
/	/	/

**COUNTY COUNTER PROPOSAL 4 TO U-10
AFSCME, Local 2700**

Section 46 – Union Representation of Temporary Employees

Presented on: 05/17/2022 @ 2:32 pm

that a student worker/administrative intern hired for the summer may perform work not related to his/her course of study, interest, aptitude, or education. Student Workers and Administrative Interns may not be used in lieu of hiring regular County employees.

- D. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation."

- E. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours. It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B. above or the reason the temporary agency employee was hired as set forth in paragraph D.

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

Upon receipt of a request by the Union, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.

Effective January 1, 2000, the County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification, department, mail drop I.D., and number of hours worked in all classifications and departments on a calendar year-to-date basis.

46.2 Appointments Not Covered. Emergency appointments as defined in Section 809 of the Personnel Management Regulations, and retiree temporary

**COUNTY COUNTER PROPOSAL 4 TO U-10
AFSCME, Local 2700**

Section 46 – Union Representation of Temporary Employees

Presented on: 05/17/2022 2:32 pm

appointments as provided for in Government Code, Section 31680.2, are not covered by this Letter of Understanding.

46.3 Salary.

- A. Temporary Hourly Rates. The hourly rate paid temporary employees shall be the "1.00 hourly rate" calculated on the salary schedule by dividing the unrounded monthly salary at any step by 173.33.
- B. 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 Human Resources Director may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

46.4 Salary Increments Within Range.

- A. Increment Eligibility and Salary Review. All temporary employees shall accumulate a record of straight time hours worked for the purpose of a salary review to determine whether the employee shall be advanced to the next higher step, or other step as specified by deep class resolution, in the salary range for the classification. Advancement to a higher step shall be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend granting the salary increment or unconditional denial of the increment.
- B. Frequency of Increments. Increments within range shall not be granted more frequently than once per every 2080 straight time hours worked by a temporary employee.
- C. Effective Date. Step increases resulting from an approved salary review shall be effective the first of the month following completion of 2080 straight time hours worked and return of the salary review report to the Human Resources Department.
- D. New Employees. Temporary employees hired at Step 1 of the salary range for their classification or at Step 1 of the salary range for their assigned level in a deep class will be eligible for a salary review as described 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 above.

**COUNTY COUNTER PROPOSAL 4 TO U-10
AFSCME, Local 2700**

Section 46 – Union Representation of Temporary Employees

Presented on: 05/17/2022 02:32pm

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

46.5 Paid Time Off.

- A. Temporary employees shall accumulate a record of straight time hours worked.
- B. Based upon the accumulation of straight time hours recorded, effective on the payroll following the payroll on which payment was made for the 1040th straight time hour worked, the temporary employee shall be credited with twenty (20) hours of paid time off (PTO). For each additional 1040 hours of straight time worked, the temporary employee shall be credited with an additional twenty (20) hours of paid time off. Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.
- C. Use. PTO shall not be taken until credited. 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 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 forty (40) multiplied by the current hourly pay rate at separation.
- E. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, the credited PTO hours and the earned but not yet credited PTO hours, as described in above, 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 will be allowed to use the earned PTO hours during the first six (6) months of employment.
- F. Health Benefits for Temporary Employees. ~~Effective one-hundred and twenty (120) days after all Coalition Employee Organizations have signed their respective Letters of Understanding;~~ The following benefit program shall be offered to temporary employees:
1. Program. The County shall offer CCHP Plan A-2 at the subvention rate of fifty percent (50%) of the cost of the premium for a single

**COUNTY COUNTER PROPOSAL 4 TO U-10
AFSCME, Local 2700**

Section 46 – Union Representation of Temporary Employees

Presented on: 05/17/2022 @ 2:32pm

individual, to those temporary employees who meet and maintain eligibility.

2. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a temporary employee must remain in paid status a minimum of forty (40) hours during each successive month and maintain an average of fifty percent (50%) time year-to-date from the date of eligibility.
3. Pre-Pay. Employees who have achieved eligibility under the terms of D.2 will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, temporary employees who meet the eligibility requirements and who have been voluntarily paying for a County group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
4. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in 3. above for payment for this optional coverage.
5. Implementation. There shall be a sixty (60) day Open Enrollment period with the initial date of coverage effective August 1, 2000. Subsequent Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Temporary employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.

46.6 Provisional Employees. AFSCME, Local 2700 is the formally recognized employee organization for all provisional employees appointed by the County from "outside County service" in classifications covered by the MOU between the County and the Union. The provisional employee will continue to receive the salaries and benefits provided in the MOU for provisional employees.

46.7 Grievance Procedure. Temporary and provisional employees covered by Section 46 may grieve only alleged violations of the specific terms and conditions specified in Section 46.

COUNTY COUNTER PROPOSAL 4 TO U-10
AFSCME, Local 2700

Section 46 – Union Representation of Temporary Employees

Presented on: 05/17/2022 @ 2:32pm

46.8 Temporary Employee Special Pays. Temporary employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to temporary employees is included as Attachment G. 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 G, then it does not apply to temporary employees.

Date: 07/27/2022

Contra Costa County:
(Signature / Printed Name)

AFSCME, Local 2700:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

Stacie J. Hinton / Stacie J. Hinton
Andrea Guerrero / Andrea Guerrero
EISA CORONADO / EISA CORONADO
Sandhya Kishore / Sandhya Kishore
Don Harper / Don Harper 7/27/2022

COUNTY COUNTER PROPOSAL 5 to U-14
AFSCME, Local 2700
Section 12 – Holidays

Presented on: 07/12/2022 @ 2:32pm

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
- Third Monday in January, known as Dr. Martin Luther King, Jr. Day
- Third 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 ^{RC} Veterans Day*
- Fourth Thursday in November, known as Thanksgiving Day
- The Friday after Thanksgiving Day
- December 25th, known as Christmas Day

* See Section 38.3 – Thanksgiving/Christmas Holiday, of this MOU for County Library Employee Holidays.

Date: 07/27/2022

Contra Costa County:
(Signature / Printed Name)

AFSCME, Local 2700:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

Stacie J. Horton / Stacie J. Horton
Andrea Guerrero / Andrea Guerrero
Elsa Coronado / ELSA CORONADO
Sandhya Kishore / Sandhya Kishore
Dan Harper / Dan Harper 7/27/2022

COUNTY COUNTER PROPOSAL 6 TO U-12
AFSCME, Local 2700
Section 5 - SALARIES

Presented on: 07/12/2022 @ 2:23 pm

SECTION 5 – SALARIES

5.1 General Wages.

[General wages are being addressed at the coalition table.]

~~1. — Effective on June 1, 2014, the base rate of pay for all classifications represented by the Union will be increased by four percent (4%).~~

~~The County will make a lump sum wage payment to each eligible employee, without back interest, for the period of June 1, 2014, through and including July 31, 2014. Eligible employees are those who are employed by the County in a classification represented by the Union between June 1, 2014, and July 31, 2014, including employees who retire, terminate, or promote during that time period.~~

~~The lump sum wage payment will be determined by taking the employee's regular pay and hourly based earnings (including overtime pay and other earnings that are computed as a percentage of base pay) added together for each applicable pay period to determine an appropriate pay base amount. This pay base amount then will be multiplied by four percent (4%). The product of that calculation will be added to the employee's September 10, 2014, paycheck where it will be listed separately as "Lump Sum Pay." The lump sum wage pay amount will then be included in the calculation of the employee's required deductions such as taxes, wage garnishments, and retirement.~~

~~2. — Effective July 1, 2015, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~

~~3. — Effective July 1, 2016, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~

~~4. — Lump Sum Ratification Payments:~~

~~a. Permanent Employees. Permanent full-time employees, including project employees, who meet all of the following criteria will be paid lump sum ratification payments of seven hundred and fifty dollars (\$750) each on August 8, 2014, and on June 10, 2015, and five hundred dollars (\$500) on July 10, 2016. Permanent part-time employees, including project employees, who meet all of the following criteria will be paid a prorated lump sum ratification payment. The prorated lump sum payment for permanent part-time employees will be calculated by multiplying the lump sum amount by the employee's approved position hours over forty hours (for example: $\$750 \times (20/40) = \375).~~

COUNTY COUNTER PROPOSAL 6 TO U-12
AFSCME, Local 2700
Section 5 - SALARIES

Presented on: 07/12/2022 @ 2:23 pm

~~Criteria:~~

~~i. For the payment on August 8, 2014: The employee must be employed by the County in a classification represented by the Union on July 1, 2014.~~

~~ii. For the June 10, 2015 payment: The employee must be employed by the County in a classification represented by the Union on May 1, 2015.~~

~~iii. For the July 10, 2016 payment: The employee must be employed by the County in a classification represented by the Union on June 1, 2016.~~

~~iv. Temporary, Per Diem, and Call Center employees are not eligible for the lump sum payments.~~

~~b. — Permanent Intermittent Employees. Permanent intermittent employees who meet all of the following criteria will be paid lump sum ratification payments of two hundred dollars (\$200) each on August 8, 2014, June 10, 2015, and on July 10, 2016.~~

~~Criteria:~~

~~i. For the payment on August 8, 2014: The permanent intermittent employee must be employed by the County in a classification represented by the Union and worked in such a classification during the month of June 2014.~~

~~ii. For the payment on June 10, 2015: The permanent intermittent employee must be employed by the County in a classification represented by the Union and worked in such a classification during the month of April 2015.~~

~~iii. For the payment on July 10, 2016: The permanent intermittent employee must be employed by the County in a classification represented by the Union and worked in such a classification during the month of May 2016.~~

~~c. — The employee's lump sum ratification payments will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.~~

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.

COUNTY COUNTER PROPOSAL 6 TO U-12
AFSCME, Local 2700
Section 5 - SALARIES

Presented on: 07/12/2022 @ 2:23pm

[Section 5.1.C. remains unchanged.]

D. **Bilingual Pay.** A salary differential of ~~two~~one-hundred dollars (\$~~2~~100.00) per month shall be paid to incumbents of positions requiring bilingual proficiency as designated by the appointing authority and the Human Resources Director. Said differential shall be prorated for employees working less than full time. 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.

[Sections 5.2 through 5.14 remain unchanged except as otherwise changed in County Proposal 3.]

5.15 Deferred Compensation Plan

A. **Special Benefit for Hires after January 1, 2010.** Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least twenty (20) hours per week and has been so employed for at least ninety (90) calendar days; and,
3. The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,
4. The employee has completed, signed, and submitted to the Human Resources Department- Employee Benefits Service Unit, the required enrollment form for the account, e.g., the Enrollment Form 457(b).
5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

COUNTY COUNTER PROPOSAL 6 TO U-12
AFSCME, Local 2700
Section 5 - SALARIES

Presented on: 07/12/2022 @ 2:23pm

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the "Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Program Eligibility" required for the County's Deferred Compensation Incentive in any other provision in this agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

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

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

COUNTY COUNTER PROPOSAL 6 TO U-12
AFSCME, Local 2700
Section 5 - SALARIES

Presented on: 07/12/2022 @ 2:23pm

10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

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

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

C. Additional Contribution to Deferred Compensation Plan (pursuant to the funds referenced in Section 51 - Non-Healthcare/Non-General Wage Re-Opener):

The County shall provide a monthly deferred compensation contribution to eligible employees in the AFSCME Local 2700 bargaining unit who are enrolled in the County's deferred compensation program. Only permanent full-time or permanent part-time employees in a position designated at a minimum of twenty (20) hours per week who have been employed by the County for at least ninety (90) calendar days, will be eligible for the contribution. An employee will be considered enrolled in the County's deferred compensation program as long as they maintain a balance in such an account. Any newly hired employee who satisfies these requirements will also be eligible to receive this contribution on a go-forward monthly basis provided they open a deferred compensation account during the applicable year.

For the 2022 contribution only, the pro-rata amount for each employee will be determined by dividing \$648,000.00 by the number of eligible employees across the AFSCME Local 2700 United Clerical, Technical & Specialized Employees bargaining unit enrolled in the County's deferred compensation program on [redacted]. This contribution amount will be distributed proportionately on a monthly basis, starting with the [redacted] pay date, for the remainder of the 2022 calendar year.

September 10, 2022

October 10, 2022

For all subsequent years, the pro-rata amount for each employee will be determined for the applicable year by dividing \$648,000 by the number of eligible employees enrolled in the County's deferred compensation program on January 1. Individual contributions are to be distributed on a monthly basis among all eligible employees starting with the following February 10 pay date through the following January 10 pay date. The parties acknowledge that the amount of each employee's pro-rata share is subject to change from year to year as the amount will be wholly dependent on the number of employees enrolled in the deferred compensation program at the time.

COUNTY COUNTER PROPOSAL 6 TO U-12
AFSCME, Local 2700
Section 5 - SALARIES

Presented on: 07/12/2022 2:23pm

The contribution under this subsection will be added to any existing amounts already deferred or contributed to the Contra Costa County Deferred Compensation Plan for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated saving vehicle, are not exceeded.

NOTE: The above assumes a ratification date in the 2022 calendar year with sufficient time to provide multiple contributions in that calendar year. Effective dates shall be adjusted based upon the date of ratification.

Date: 07/27/2022

Contra Costa County:
(Signature / Printed Name)

AFSCME, Local 2700:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

/_____

/_____

/_____

/_____

/_____

Staci D. Martin / Staci D. Martin
Andrea Guerrero / Andrea Guerrero
ELSA COENADO
Sandhya Kishore / Sandhya Kishore
Dan Harper / Dan Harper 7/27/2022

/_____

/_____

**COUNTY COUNTER PROPOSAL 7 TO UP-8
AFSCME, Local 2700
SECTION 26 – Grievance Procedure**

Presented on: 07/29/2022 @ 12:28 pm
via email

SECTION 26 - GRIEVANCE PROCEDURE

26.1 Definition and Procedure. A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Union may represent the grievant at any stage of the process.

Grievances filed to appeal an Order and Notice of action must be filed within 10 calendar days after service of said order in accordance with Section 25.6.C. - Employee Appeals from Order.

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

Step 1. Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor or designee, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

Step 2. If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing.

Step 3. If a grievance is not satisfactorily resolved in Step 2 above, the union may appeal in writing within ten (10) work days to the Director of Human Resources. The Director of Human Resources or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Director of Human Resources or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a

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AFSCME, Local 2700
SECTION 26 – Grievance Procedure

Presented on: 07/29/2022 @ 12:28 pm
via email

written decision within fifteen (15) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Director of Human Resources or designee will attempt to resolve the grievance. In the event that the grievance is not resolved, the Director of Human Resources or designee will provide written notice of that fact to the grievant, the union, and the Department within twenty (20) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.

Step 4 Mediation. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above. If the parties are unable to reach a mutually satisfactory accord on any grievance that is presented at Step 3 the union may appeal the grievance and request mediation in writing to the Director of Human Resources or designee within ten (10) work days of the date of the written response at Step 3. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

Step 5. If the parties are unable to reach a resolution of the grievance at Step 4, either the Union or the County, whichever is the moving party, may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Human Resources Director. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

26.2 Step 5. Expedited Board of Adjustment. If the County and the Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspensions, demotions, or reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Director of Human Resources within ten (10) work days of the date of the Step 3 written response by the Director of Human Resources or his/her designee or within twenty (20) work days of completion of mediation at Step 4 if Step 4 is not waived. By agreement of the Union and the Director of Human Resources or his/her designee, grievances concerning

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AFSCME, Local 2700

SECTION 26 – Grievance Procedure

Presented on: 07/29/2022 @ 12:28 pm
via email

contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

Expedited Board of Adjustment (EBA)

- a. The EBA will be composed of two (2) union representatives from the unions participating in the EBA process, , no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Unions and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that Board member terms are staggered.
- b. The County and the participating Union (hereafter "parties") will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the Arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The Arbitrator will serve a one year term, or longer, as agreed to by the parties in writing. However, the Arbitrator may be replaced at any time by agreement between the parties. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- d. The Union and the County will each pay one-half (1/2) of the arbitrator's fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

Procedures

- A. The EBA will convene on the fourth (4th) Wednesday of each month unless otherwise scheduled by mutual agreement.

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AFSCME, Local 2700
SECTION 26 – Grievance Procedure
Presented on: 07/29/2022@12:28pm *via email*

- B. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
- C. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
- D. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may upon request of the Union or the County waive this provision.
- E. Upon the request of the Union or the County, a continuance of a grievance will be granted until the next session.
- F. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings unless the attorney is also a union business agent or Human Resources staff.
- G. Meetings will be convened at a central location agreed to by the Unions and the County.
- H. Materials to be presented at the EBA will not be shared with the Board members in advance of convening the Board.

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

- A. Decisions of Arbitrators and the Expedited Board of Adjustment, on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and under such dispute falls within the definition of a grievance as set forth in Subsection 26.1 above.
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No Arbitrator or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.

COUNTY COUNTER PROPOSAL 7 TO UP-8
AFSCME, Local 2700
SECTION 26 – Grievance Procedure
Presented on: 07/29/2022 *CLZ: 28 pm via email*

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- D. If the Director of Human Resources, pursuant to the procedures outlined in Step 3 above or Step 4 above resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
 - E. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Union.

26.4 Time Limits. The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 3 above, the grievance will be deemed to have been settled and withdrawn.

26.5 Union Notification. An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Union, but is not represented by the Union in the grievance, shall give the Union a copy of the formal presentation.

26.6 Merit Board.

- A. All Grievances of employees in representation units represented by the Union shall be processed under Section 26 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.
- B. No action under Steps 3, 4 and 5 of Subsection 26.1 above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

26.7 Filing by Union. The Union may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

26.8 Disputes Over Existence of Grievance. Disputes over whether a grievance exists as defined in Section 26.1 shall be resolved through the grievance procedure.


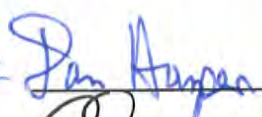
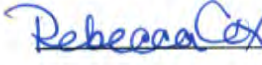
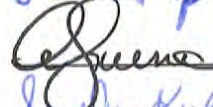



Date: 08/01/2022

COUNTY COUNTER PROPOSAL 7 TO UP-8
AFSCME, Local 2700
SECTION 26 – Grievance Procedure

Presented on: 07/29/2022 @ 12:28 pm
via email

Contra Costa County:
(Signature / Printed Name)

AFSCME, Local 2700:
(Signature / Printed Name)

 <u>CHUCK FLESHER</u>	 <u>Dan Harper</u> 7/29/2022
 <u>Rebecca Cox</u>	 <u>Andrea Guerrero</u> 8/1/22
_____ _____	 <u>Sandhya Kishore</u> 8/1/22
_____ _____	 <u>ELSA CORONADO</u>
_____ _____	 <u>Staci Clark</u>
_____ _____	_____ _____

COUNTY COUNTER PROPOSAL 8 TO U13
AFSCME, LOCAL 2700
Attachment A

Presented on: 7/29/2022 @ 6:10pm

The County will update Attachment A of the MOU to reflect 2022 wage rates. The list should include all classifications currently part of the bargaining unit, the corresponding salary range for each classification, and each increment within the range.

[The above language will not be inserted into the MOU]

Date: 08/01/2022

CONTRA COSTA COUNTY:
(Signature / Printed Name)

AFSCME, LOCAL 2700:
(Signature / Printed Name)

Rebecca Cox / Rebecca Cox

Dan Harper / Dan Harper 7/29/2022
Andrea Guerrero / Andrea Guerrero 8/1/22
Sandhya Kishore / Sandhya Kishore 8/1/22
Elsa Coronado
Stacie D. Hite / Stacie D. Hite 8/1/22

