Contra Costa County – Deputy District Attorneys' Association (DDAA) 2022 Comprehensive Tentative Agreement

P	r	es	е	n	te	d	:	8/3/22	

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

County - DDAA Side Table

County Proposals

Accept C-1 - Definition of Promotion and Transfer (Definitions Section) - Presented 4/13/22

Updates current definitions to help ensure identified personnel transactions are processed consistently.

Accept C-2 - Leave of Absence (Section 12) - Presented 4/27/22

Clarifies that the County will process leave requests as required by CFRA and FMLA.

Accept C-3 - Clean-up/Incorporation of Side Letters

- Incorporate existing side letter agreements into MOU.
 - o New Section 21.F Incorporate language from side letter dated June 21, 2021, regarding an additional contribution to employees' deferred compensation plan.
 - New Section 35 Incorporate language from side letter dated October 22, 2021, regarding modification to the certification process for the Deputy District Attorney – Fixed Term classification.
- Section 13.9 (Supplemental Life Insurance) Increase amount of guaranteed minimum of voluntary supplemental life insurance from one hundred thousand dollars (\$100,000.00) to one hundred fifty thousand dollars (\$150,000.00).
- Re-order, re-number, and clean-up MOU sections as necessary.

County Counterproposals

- A-2 Paid Parental Leave Accept the County's counterproposal to A-2 as follows:
 - The County agrees to develop a Paid Parental Leave program proposal during the term of the MOU (July 1, 2022, through June 30, 2026). The Association will be provided notice of this proposal and afforded an opportunity to meet and confer with the County prior to the program's implementation.

Association Proposals Withdrawn

- A-1 Reclassification of Steps for DDA- Advanced Attorneys 8/4/22
- A-5 Law School Reimbursement Proposal under Coronavirus Aid, Relief, and Economic Security (CARES) Act (Section 28) – 8/4/22

Tentative Agreements

- Union Coalition Tentative Agreement 7/28/22
 - o Duration (Section 32.4)
 - July 1, 2022, through June 30, 2026.
 - o Salaries (Section 5)
 - 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%).

Contra Costa County – Deputy District Attorneys' Association (DDAA) 2022 Comprehensive Tentative Agreement

- 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
- o Medical, Dental & Life Insurance (Section 13)
 - Dental Plan Design
 - Health Savings Account with High Deductible Health Plan
 - Medical Plan Cost Sharing for Active Employees
 - Joint Labor/Management Benefit Committee
- A-3 Vacation Buy-Back (Section 23) 6/17/22.
- A-4 Annual Administrative Leave (Section 22) 7/29/22

County/Association Proposals Not Specifically Identified

All County and Association proposals not identified above are deemed withdrawn.

Date: 8/4/22	
Contra Costa County: (Signature / Printed Name)	Deputy District Attorneys' Association: (Signature / Printed Name)
/ Jeff Bailey	Ryan Wagner
/ Alvan Mangalindan	Aron DeFerrari
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UNION COALITION TENTATIVE AGREEMENT Deputy District Attorneys' Association Section 32.4 – Duration of Agreement

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SECTION 32 - SCOPE OF AGREEMENT AND SEVERABILITY OF PROVISIONS

32.4 <u>Duration of Agreement.</u> This Agreement will continue in full force and effect from July 1, 2018 2022 to and including June 30, 2022 2026. Said Agreement shall automatically renew from year to year thereafter unless the Association or the County gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

Date:8/4/22				
Contra Costa County: (Signature / Printed Name)	Deputy District Attorneys' Assn: (Signature / Printed Name)			
July / Jeff Bailey	Ryan Wagner			
/ Alvan Mangalindan	/ Aron J. DeFerrari			
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Presented on: 8M12

SECTION 13 - MEDICAL, DENTAL & LIFE INSURANCE

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

Providers:

- Contra Costa Health Plans (CCHP)
- 2. Kaiser Permanente Health Plan
- 3. Health Net
- 4. Delta Dental

Medical Plans:

All employees will have access to the following medical plans:

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

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

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081), the Joint Labor/Management Benefit Committee will meet to consider plan design and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees.

13.2 Monthly Premium Subsidy:

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

Health & Dental Plans	Employee	Employee +1	Employee +2 or
		Dependent	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	<u>\$34.02</u>	<u>\$76.77</u>	<u>\$76.77</u>
Delta Dental PPO without a Health Plan	\$43.35	\$97.81	\$97.81
Delta Care HMO with CCHP A or B	\$25.41	\$54.91	\$54.91
Delta Care HMO with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
Delta Care HMO without a Health Plan	\$27.31	\$59.03	\$59.03

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

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 to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 13 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081) on any high cost medical plans offered by the County. If the Benefit Committee is selecting a replacement medical or dental plan for a plan that is no longer available, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions

and incorporated into their respective MOUs after ratification by each Union/Association.

- 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.
- Once all nine (9) Coalition Union/Association representatives on the Benefit Committee and the County have agreed on the new medical plan carrier to replace Health Net, the new medical plan will replace Health Net for all Coalition Unions/Associations the following January 1.
- 6. Each year, the 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 options for a-healthcare trust or savings vehicle for retirement. The County Benefits Manager, Human Resources Director, and relevant benefits consultants will participate in these discussions.

13.3 Retirement Coverage:

A. Upon Retirement:

- 1. Upon retirement and for the term of this agreement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the Heath/Dental monthly premium subsidies for eligible retirees and their eligible family members set forth in subsection 13.2 (Monthly Premium Subsidy).
- 2. Any person who becomes age 65 on or after December 14, 2010, and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
- 3. For employees hired on or after December 14, 2010, and their eligible family members, no monthly premium subsidy will be paid by the County for any health or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within one hundred twenty (120) days of separation from County employment and (ii) he or she pays the full premium cost under the health or dental plan without any County premium subsidy.
- B. <u>Employees Who File For Deferred Retirement.</u> Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and dental plan under the following conditions and limitations.
 - 1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
 - 2. Life insurance coverage is not included.
 - 3. To continue health and dental coverage, the employee must:
 - a. be qualified for a deferred retirement under the 1937

Retirement Act provisions;

- b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
- 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 plan coverage pursuant to Subsection 13.3 (Retirement Coverage) paragraph A above, as similarly situated retirees who did not defer retirement are entitled.
- 5. Deferred retirees may elect health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to Subsection 13.3 (Retirement Coverage) paragraph A 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 or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
- 7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for 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 subsection 13.3 (Retirement Coverage) paragraphs (A) and (B), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one (1) year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of subsection 13.3 (Retirement Coverage) paragraphs A, B, and C and upon retirement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this subsection 13.3 (Retirement Coverage) only, "eligible family members" does not include Survivors of employees or retirees.
- **13.4** <u>Health Plan Coverages and Provisions.</u> The following provision is applicable regarding County Health and Dental Plan participation:
 - A. <u>Coverage Upon Separation:</u> 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.
- **13.5** Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical or dental plan Subscriber:

A. Health Insurance

- 1. Eligible Dependents:
 - a. Employee's Legal Spouse
 - b. Employee's qualified domestic partner
 - c. Employee's child to age 26
 - d. Employee's Disabled Child who is:
 - 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.

 "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. Delta Dental PPO Only:

Employee's unmarried child who is:

- (1) Under age 19; or
- (2) Age 19, or above, but under age 24; and
 - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
 - ii. Receives at least 50% of support from Employee; and,
 - iii. Is enrolled and attends school on a full-time basis, as defined by the school.
- 3. Delta Care HMO Only Employee's Child to age 26.
- 4. "Employee's child" includes natural child, 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.

13.6 Dual Coverage.

A. Each employee and retiree may be covered only by a single County health (or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.

- B. All dependents as defined in Section 13.5 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 subsection 13.6 (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.

13.7 <u>Medical Plan Cost-Sharing for Active Employees on and after January</u> 1, 2018.

A. For active employees for the plan year that begins on January 1, 2018, the County will adjust the subsidy amounts in subsection 13.2.A and will pay only the total monthly premium subsidy for medical plans stated below:

Medical Plans	Employee	Employee +1	Employee +2 or
		Dependent	More Dependents
Contra Costa Health Plans (CCHP), Plan A	\$574.45	\$1,137.59	\$1,778.56
Kaiser Permanente Health Plan B	\$463.73	\$919.05	\$1,463.45
Kaiser Permanente High Deductible Health Plan	\$461.96	\$946.56	\$1,432.15
Health Net HMO Plan B	\$767.68	\$1,491.54	\$2,377.76

B. 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:

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

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

Employee +2 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

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

of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

- 3. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated dollar amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.
- 4. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

Kaiser Permanente Health	Employee
Plan B	Monthly Premium
	Cost
Employee	\$20.00
Employee +1 Dependent	\$40.00
Employee + 2 or More	\$60.00
Dependents	¹⁰

- 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.
- D. 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.
- E. 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.
- 13.8 <u>Life Insurance Benefit Under Health and Dental Plans.</u> 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. For Deputy District Attorneys, additional Group Term Life Insurance in the amount of forty-five thousand dollar

(\$45,000) will be provided by the County.

- 13.9 <u>Supplemental Life Insurance</u>. In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.
- 13.10 <u>Health Care Spending Account.</u> After six (6) months of permanent employment, full and part-time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.
- **13.11 PERS Long-Term Care.** The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.
- 13.12 <u>Dependent Care Assistance Program.</u> The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside a predetermined amount of annual salary not to exceed the lesser of either five thousand dollars (\$5,000) or the maximum amount authorized by federal law, per calendar year, of before tax dollars to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.
- **13.13** Premium Conversion Plan. The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.
- **13.14** <u>Prevailing Section.</u> To the extent that any provision of this Section 13 (Health, Life and Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section 13

(Health, Life and Dental Care) will prevail.

- **13.15** Rate Information. The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.
- 13.16 <u>Partial Month.</u> The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Human Resources Department-Employee Benefits Division. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.
- 13.17 <u>Coverage During Absences.</u> An employee shall be allowed to maintain his/her health plan coverage at the County group rate for twelve (12) months if the employee is on an approved leave of absence and has exhausted all available accruals, 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.

- **13.18** Child Care. The County will continue to support the concept of non-profit child care facilities similar to the "Kid's at Work" program established in the Public Works Department.
- 13.19 Health Benefit Coverage for Employees Not Otherwise Covered. To access County health plans, an employee represented by the Association who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage. This provision is not subject to the grievance process.

13.20 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.
- 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 Year 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 for the plan year.

13.21 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 with VSP Vision Care for a voluntary vision plan with no co-pays. The vision plan is not available to permanent-intermittent employ

Date:

8/4/22

Contra Costa County:

Deputy District Attorneys' Assn:

(Signature / Printed Name)

	Contra Costa County: (Signature / Printed Name)	Deputy District Attorneys' Assn: (Signature / Printed Name)			
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UNION COALITION TENTATIVE AGREEMENT Deputy District Attorneys' Association Section 5 – Salaries

Presented on: 74/22

SECTION 5 - SALARIES

5.1 General Wages.

- A. Effective January 1, 2019 August 1, 2022, or the first 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 Deputy District Attorneys' Association will be increased by five percent (5%).
- B. Effective on July 1, 2019 2023, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by four percent (4%) five percent (5%).
- C. Effective July 1, 2020 2024, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by three percent (3%) five percent (5%).
- D. Effective July 1, 2021 2025, the base rate of pay for all classifications represented by the Deputy District Attorneys' Association will be increased by four percent (4%) five percent (5%).

5.2 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 x (20/40) = \$1,250).

Temporary Employees. Temporary employees who meet all of the following criteria will be paid a one-time, lump sum COVID Pandemic Service Relief Payment (PSRP) of one thousand two hundred and fifty dollars (\$1,250) on the 10th of the month following approval of this MOU by the Board of

UNION COALITION TENTATIVE AGREEMENT Deputy District Attorneys' Association Section 5 – Salaries

Supervisors. Employees who met the criteria as a temporary employee but achieved permanent status by the date of the approval of this MOU by the Board of Supervisors will receive the PSRP in accordance with the formula set forth for permanent employees.

Criteria:

- a. The employee must be employed with the County on the date the MOU is approved by the Board of Supervisors.
- b. The employee must have been in paid status and actively working for at least twelve (12) months during the time period of April 1, 2020 through December 31, 2021.
- c. The COVID PSRP will be subject to any required deductions and/or withholdings.
- d. Per diem employees are not eligible for the payment.

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COUNTY PROPOSAL NO. 1 DEPUTY DISTRICT ATTORNEYS' ASSOCIATION Definitions Section

Presented on: 4/3/22@10:344

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" or as otherwise provided for in the Personnel Management Regulations or in ordinances or resolutions governing deep classifications.
- 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 salary schedule the top step of which is within five (5) percent of the top step of the class previously occupied in the same or different department or as otherwise defined in deep class ordinances or resolutions.
- 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.

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COUNTY PROPOSAL NO. 2 DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

Section 12 – Leave of Absence

Presented on: 4/27/22 @

10:07/4

SECTION 12 - LEAVE OF ABSENCE

- 12.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the District Attorney; provided, however, that leaves for pregnancy, Leaves under the Pregnancy Disability Leave Act (PDL), serious health conditions, 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 12.3.
- **12.2** General Administration Leave of Absence. Requests for leave without pay shall be made in writing 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:
 - 1. Employee's own illness, disability, or serious health condition;
 - 2. Pregnancy or preganancy disability;
 - 3. To bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care;
 - 4. Family care to care for a spouse, child, parent, or domestic partner who has a serious health condition;
 - 5. To engage in a course of study which will increase the employee's skills upon return to the employee's position.
 - 6. For other reasons or circumstance acceptable to the District Attorney.
- 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 if is foreseeable. If the need is not forseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which of the need for the family care leave arises as soon as possible and practical.
- C. A leave with pay may be for a period not to exceed one (1) year.

COUNTY PROPOSAL NO. 2 DEPUTY DISTRICT ATTORNEYS' ASSOCIATION Section 12 – Leave of Absence Presented on:

12.3 <u>Family Care Leave or Medical Leave</u> Leaves Pursuant to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), & Pregnancy Disability Leave Act (PDL).

- A. FMLA: Upon request to the District Attorney, in a relling twelve (12) menth period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status meets the legal eligibility requirements for FMLA shall be entitled to at least twelve (12) weeks of FMLA, leave (less if so requested by the employee), for a qualifying reason in accordance with federal laws. FMLA leave will run concurrently with CFRA and PDL leaves to the extent permitted by law.
- B. CFRA: Upon request of the appointing authority, any employee who meets the legal eligibility requirements for CFRA shall be entitled to at least twelve (12) weeks of CFRA leave during a rolling twelve (12) month period, measured backward from the date an employee uses any CFRA leave, less if so requested 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 Pregnancy Disability Leave Act.
- 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 demestic partner of the employee.
- 12.4 Medical Certification. The employee may be asked to provide medical certification of the need for leave pursuant to 12.2.A., above, or for Family and Medical Leave Act (FMLA) and/or, California Family Rights Act (CFRA), and/or PDL leave. Additional period(s) of family care or medical leave may be granted by the appointing authority. 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 at the discretion of the appointing authority.

COUNTY PROPOSAL NO. 2 DEPUTY DISTRICT ATTORNEYS' ASSOCIATION Section 12 – Leave of Absence

Presented	on:	

entitlement may be used 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 twelve (12) weeks leave may include use of appropriate available paid leave accruals when accruals are used to maintain pay status but use of such accruals is not required beyond that specified in Section 12.8 – Leave Without Pay – Use of Accruals. 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 twelve (12) weeks leave entitlement.

- 12.6 Aggregate Use for Spouse. For FMLA only, In the situation where both spouses for FMLA leave or both parents for CFRA leave husband and wife are both employed by the County, the family care of or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of FMLA/CFRA leave during a "rolling" twelve (12) month period (measured backward from the date the employee uses his/her any FMLA/CFRA leave). Employees requesting family care FMLA leave for this purpose are required to advise their appointing authority(ies) when their spouse or child's parent is also employed by the County.
- 12.7 <u>Definitions.</u> For medical and family care leaves of absence under this section—Section 12.2.A, the following definitions apply: FMLA, CFRA, and PDL, definitions will be as set forth in state and federal laws.
- A. <u>Child:</u> 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. <u>Parent:</u> A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- C. <u>Spouse:</u> A partner in marriage as defined in California Civil Family Code Section 4100 300.
- D. <u>Domestic Partner:</u> 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. <u>Serious Health Condition:</u> 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.

COUNTY PROPOSAL NO. 2 DEPUTY DISTRICT ATTORNEYS' ASSOCIATION Section 12 – Leave of Absence Presented on:

F.	Certification for Medical Leave: When requesting medical leave (including
	FMLA/CFRA leave) for the employee or employee's family member, the
	The employee's family member, the
	employee must provide a written medical certification from a health care
	provider of a person for whose care the leave is being taken or for the
	employee's own serious health condition, which need not identify the
	diagnosis or serious health condition involved, but must 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;
- 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 his/her position;
- 5. if for intermittent leave or a reduced work schedule leave, the certification should indicate the intermittent leave or reduced work schedule needed for the employee's serious health condition or for the care of the employee's family member, and its expected duration.
- G. 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-werkers, supervisor(s), or other staffing may have changed during an employee's leave.

12.8 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, or be required, to maintain pay status each month by using available sick leave (if so entitled or required under County Administrative Bulletin No. 411 (Sick Leave Policy), vacation, floating holiday, or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by Sick Leave Integration or as provided in the sections below.

COUNTY PROPOSAL NO. 2 DEPUTY DISTRICT ATTORNEYS' ASSOCIATION Section 12 – Leave of Absence Presented on:

В.	leave (FMLA/CFRA), if a portion absence without pay, the employ hours of sick leave, vacation, fentitlements if such are available,	FRA) and Federal Medical Leave Act weeks of an approved family medical of that leave will be on a leave of ee will be required to use at least 0.1 loating holiday, or other accruals or although use of additional accruals is paragraph A (All Leaves of Absence)	
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 during the LTD waiting period. After the LTD waiting period, an eligible employee may choose to maintain further pay status only as allowed under subsection 12.8 paragraph A (All Leaves of Absence) herein. However, LTD benefit payments will be reduced by any accruals used.		
D.	Baby/Child Bonding. To bond with the employee's newborn or with a child who is placed in an employee's family for 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 accruals for such baby/child bonding.		
-	Sick leave accruals may not be used during any leave of absence, except as allowed under County Administrative Bulletin No. 411 (Sick Leave Policy) unless otherwise stated in Section 12.8 – Leave Without Pay – Use of Accruals.		
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ASSOCIATION PROPOSAL NO. 3 DEPUTY DISTRICT ATTORNEYS' ASSOCIATION Section 23 – Vacation Buy-Back

Presented on: 5/11/22

SECTION 23 – VACATION BUY-BACK

A. For Employees Hired Before January 1, 2012:

Deputy District Attorney – Basic Level, Deputy District Attorney – Advanced, and Deputy District Attorney Fixed Term, may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any calendar year is one-third (1/3) of the annual accrual.

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

B. For Employees Hired On and After January 1, 2012.

Employees promoted or hired by the County into any classification represented by the Deputy District Attorneys Association on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by the Deputy District Attorneys Association will retain that benefit after promoting into a classification represented by the Deputy District Attorneys Association.

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ASSOCIATION PROPOSAL NO. 4 DEPUTY DISTRICT ATTORNEYS' ASSOCIATION

Section 22 – Annual Administrative Leave Presented on: 5/25/22

SECTION 22 – ANNUAL ADMINISTRATIVE LEAVE

- A. On January 1st of each year, full-time employees in paid status and in the classifications of District Attorney Basic Level, Deputy District Attorney Advanced, and Deputy District Attorney Fixed Term will be credited with ninety four (94) hours of paid Administrative Leave. Employees appointed after July 1st will be credited for forty seven (47) hours of annual administrative leave on the first succeeding January 1st and will be credited for ninety four (94) hours annually thereafter. Annual Administrative leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.
- B. Permanent part-time employees are eligible for administrative leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for administrative leave.
- C. Employees appointed (hired or promoted) are eligible for administrative leave on the first day of the month following their appointment date and will receive annual administrative leave in accordance with subsection A., above. Full-time employees in paid status and in the classifications of District Attorney Basic Level, Deputy District Attorney Advanced, and Deputy District Attorney Fixed Term positions are eligible for Management Administrative Leave on the first day of the month following their hire/promotion date and will receive Management Administrative Leave on a prorated basis for that first year.

Date: 7/22/22	
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