

**Contra Costa County – Western Council of Engineers (WCE)
2022 Comprehensive Tentative Agreement
Presented: 8/8/22**

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

County-WCE Side Table

County Proposals

Accept C-2 - Definition of Promotion and Transfer (Definitions Section, Section 5.13) – presented 7/25/22

- Update current definitions to help ensure identified personnel transactions are processed consistently and expands the definition and applicability of promotions and the associated step placement.

Accept C-3 - Sick Leave (Section 14) – presented 8/8/22

- Updates when paid sick leave credits may be used.
- Updates Workers' Compensation provisions.

Accept C-4 - Leave of Absence (Section 17) – SDI (Section 16) – 8/8/22

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

Accept C-5 - Contra Costa County Return to Work Policy for Injury or Illness (Attachment E) – 8/8/22

- Delete forms AK-142 and AK-143, including all references, from attachment.

Accept C-6 - Payment (SLS Section 5.16) – 8/8/22

- Employee's election to receive an advance on their monthly salary shall be on-line using Employee Self Service (ESS). The current language requires physical forms be submitted to the Auditor Controller.

Accept C-7 - Clean-up/Incorporation of Side Letters

- Incorporate language into MOU from existing side letter agreement dated November 14, 2018, regarding changes to Section 19 (Health, Life & Dental Care).
- Incorporate language into MOU from existing side letter agreement dated March 11, 2022, regarding a revision to Section 5.15 (Deferred Compensation Plan) pursuant to funds referenced in Section 49 (Non-Healthcare/Non-General Wage Re-Opener).
- Section 19.8 (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).
- Section 19.15 (Partial Month) - payment of premium is to be submitted to HR-Benefits, not the Auditor-Controller.
- Re-order, re-number, and clean-up MOU sections as necessary.

Union Proposals Withdrawn

- U-1 - Wages (Section 5) – 8/8/22
- U-2 - Longevity Pay (Section 5.1.B) – 8/8/22
- U-3 - Deferred Compensation Plan (Section 5.15) – 8/8/22
- U-4 - Vacation Buy-back (New Section) – 8/8/22

Contra Costa County – Western Council of Engineers (WCE) 2022 Comprehensive Tentative Agreement

Tentative Agreements

- C-1 – Union Coalition Tentative Agreement – 7/28/22
 - Duration (Section 47.4)
 - July 1, 2022, through June 30, 2026.
 - 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%).
 - Effective July 1, 2025, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).
 - COVID Pandemic Service Relief Payment
 - Compensation Study
 - Medical, Dental & Life Insurance (Section 19)
 - Dental Plan Design
 - Health Savings Account with High Deductible Health Plan
 - Medical Plan Cost Sharing for Active Employees
 - Joint Labor/Management Benefit Committee



County/Union Proposals Not Specifically Identified

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

Date: 8/9/22



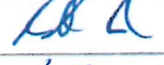

Contra Costa County:

(Signature / Printed Name)

 / Jeff Bailey
 / Alvan Mangalindan
 _____ / _____
 _____ / _____
 _____ / _____

Western Council of Engineers:

(Signature / Printed Name)

 / MICHAEL DOSSEY
 / Nancy E. Watson
 / Robert Long
 / JOE SMITH
 _____ / _____

COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 5.1 – General Wages
Presented on: 8/8/22

SECTION 5 – SALARIES

5.1 General Wages

- A. 1. Effective ~~July 1, 2014~~ 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 ~~four percent (4%)~~ five percent (5%).
- ~~2. Effective July 1, 2014, the base rate of pay for the classifications of ARP-Engineer (V4SF) and ARP-Engineer-Entry Level (VLWB) will be increased by an additional eight percent (8%).~~
- ~~3~~ 2. Effective July 1, ~~2015~~ 2023, the base rate of pay for all classifications represented by the Union will be increased by ~~three percent (3%)~~ five percent (5%).
- ~~4. Effective July 1, 2015, the base rate of pay for the classifications of ARP-Engineer (V4SF) and ARP-Engineer-Entry Level (VLWB) will be increased by an additional seven percent (7%).~~
- ~~5~~ 3. Effective July 1, ~~2016~~ 2024, the base rate of pay for all classifications represented by the Union will be increased by ~~three percent (3%)~~ five percent (5%).
- ~~6~~ 4. Effective ~~August 1, 2016~~ July 1, 2025, the base rate of pay for all classifications represented by the Union will be increased by ~~one percent (1%)~~ five percent (5%).
- ~~7. Effective July 1, 2017, the base rate of pay for all classifications represented by the union will be increased by three percent (3%).~~
- ~~8. Effective July 1, 2018, the base rate of pay for all classifications represented by the union will be increased by three percent (3%).~~
- ~~9. Effective July 1, 2019, the base rate of pay for all classifications represented by the Union will be increased by four percent (4%).~~
- ~~10. Effective July 1, 2020, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~

**COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 5.1 – General Wages**

~~11. Effective July 1, 2021, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~

[Note: Sections 5.1.B through 5.17 remain unchanged]

5.18 COVID Pandemic Service Relief Payment

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

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

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

Criteria:

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

COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 5.1 – General Wages

5.19 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 classification:



NKXC	Engineer-Entry Level
------	----------------------

- B. Comparator Agencies – The following comparator agencies will be utilized in the classification studies: Alameda County, Marin County, Napa County, City and County of San Francisco, San Mateo County, Santa Clara County, Solano County and Sonoma County.
- C. The contractor and County will complete the studies and the County will notify the Union of the studies' findings no later than June 30, 2023. Upon request of the Union, the County and Union will discuss the findings of the salary studies. Where a study determines that a salary for a classification is more than twelve and one-half percent (12.5%) below the median of the comparator agencies, upon request of the Union, the parties will discuss appropriate salary adjustments, taking into consideration all relevant factors including any scheduled salary increases, any current recruitment and retention problems for the classification, the overall financial condition of the County and/or Department, and the overall budgetary impacts of any salary increases. The parties may also discuss internal compaction issues that may result from any adjustments to a benchmark classification. For example, a salary adjustment to a Planner II (5AVA) may lead to consideration of an adjustment to the Planner III (5ATA), depending on the nature of the resulting salary compaction and the relationship of the classes in the Planner series. Nothing in this Section shall be construed to require the County to agree to adjust the salary of a particular classification or to adjust salaries to a specific market position.





**COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 5.1 – General Wages**

Date: 8/9/22

Contra Costa County:
(Signature / Printed Name)

 / Jeff Bailey
 / Alvan Mangalindan
/
/
/

Western Council of Engineers
(Signature / Printed Name)

 / MICHAEL DOSSEY
 / Nancy E. Watson
 / Robert Long
 / JOE SMITH
/

COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance
Presented on: 8/8/22

SECTION 19 – MEDICAL, DENTAL & LIFE INSURANCE

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

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

Medical Plans:

All employees will have access to the following medical plans:

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

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

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081), the Joint Labor/Management Benefit Committee will meet to consider plan design and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees beginning January 1, 2018.

19.2 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:

**COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance**

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

COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance

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

COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance

9. During the term of the 2022-2026 MOU, the parties will utilize the existing Joint-Labor Management Benefits Committee as a forum for exploring the options for a healthcare trust or savings vehicle for retirement. The County Benefits Manager, Human Resources Director, and relevant benefits consultants will participate in these discussions.

19.3 Retirement Coverage:

A. Upon Retirement:

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

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.

COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
2. Life insurance coverage is not included.
3. To continue health and dental coverage, the employee must:
 - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
 - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
 - c. be eligible for a monthly allowance from the Retirement System and in 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

COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance

three (3) full calendar month waiting period after the month in which their retirement allowance commences.

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

19.4 Health Plan Coverages and Provisions: The following 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.

COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance

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

A. Health Insurance

1. Eligible Dependents:
 - a. Employee's Legal Spouse
 - b. Employee's qualified domestic partner
 - c. Employee's child to age 26
 - d. Employee's Disabled Child who is:
over age 26, unmarried; and, incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

1. Eligible Dependents all dental plans:
 - a. Employee's Legal Spouse
 - b. Employee's qualified domestic partner
 - c. Employee's Disabled Child who is over age 19, unmarried, and, incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. Delta Dental PPO Only:
Employee's unmarried child who is:
 - (1) Under age 19; or
 - (2) Age 19, or above, but under age 24; and
 - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
 - 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.

3. "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.

**COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance**

19.6 Dual Coverage:

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

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

- A. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 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 the plan year that begins on January 1, 2018, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly

**COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance**

medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 19.7.A., above, for medical plans.

C. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in 19.7.B, above, the following are the 2016 total monthly medical plan premium amounts:

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

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

**COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance**

Kaiser Permanente Health Plan B	\$1,394.56	\$1,200.00	\$194.56
Health Net HMO Plan A	\$3,355.12	\$1,765.02	\$1,590.10
Health Net HMO Plan B	\$2,333.10	\$1,720.86	\$612.24
Health Net PPO Plan A	\$4,680.80	\$2,109.72	\$2,571.08
Kaiser High Deductible Health Plan	\$1,119.36	\$1,119.36	\$0.00

Employee +2 or More 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

**COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance**

non-deductible HMO plan. This annual calculated dollar amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

4. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

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

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

19.8 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.

19.9 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.

19.10 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

COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance

not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

19.11 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.

19.12 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.

19.13 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.

19.14 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.

19.15 Prevailing Section. To the extent that any provision of this Section (Section 19 - Medical, Dental & Life Insurance) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 19 - Medical, Dental & Life Insurance) will prevail.

19.16 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

COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance

the year.

19.17 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.

19.18 Coverage During Absences

- A. 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.
- B. An employee who is on approved leave of absence may convert to individual health plan coverage within thirty (30) days of the commencement of leave.
- C. An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

19.19 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.

19.20 Health Savings Account with High Deductible Health Plan

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

- 1. Only active employees who are enrolled in the Kaiser High Deductible Health Plan may elect to initially enroll in the HSA. The HSA is not

COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance

available to permanent-intermittent or temporary employees.

2. Employees may only contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code.
3. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds.
4. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.
5. The County does not manage or administer the HSAs.

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

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



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

19.21 Voluntary Vision Plan. The County will offer active employees the option to enroll in a voluntary vision plan during open enrollment. Employees will pay the full premium cost of the plan. The County will contract for a voluntary vision plan with no co-pays. The vision plan is not available to permanent-intermittent or temporary employees.





**COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 19 – Medical, Dental & Life Insurance**

Date: 8/9/22

Contra Costa County:
(Signature / Printed Name)

	/	Jeff Bailey
	/	Alvan Mangalindan
	/	
	/	
	/	

Western Council of Engineers
(Signature / Printed Name)

	/	MICHAEL DOSSEY
	/	Nancy E. Watson
	/	Robert Long
	/	JOB SMITHWICK
	/	



**COUNTY PROPOSAL NO. 1
UNION COALITION TENTATIVE AGREEMENT
Western Council of Engineers
Section 47.4 – Duration of Agreement
Presented on: 8/8/22**

SECTION 47 – SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS


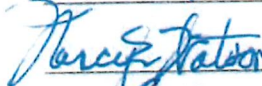


47.4 Duration of Agreement. This Agreement will continue in full force and effect from July 1, ~~2013~~ 2022 to and including June 30, ~~2022~~ 2026. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (6) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

Date: 8/9/22

Contra Costa County:
(Signature / Printed Name)

 / Jeff Bailey
 / Alvan Mangalindan
/
/
/
/

Western Council of Engineers
(Signature / Printed Name)

 / MICHAEL DOSSEY
 / Nancy E. Watson
 / Robert Long
 / JOE SMETHUNIC
/
/

COUNTY PROPOSAL NO. 2
Western Council of Engineers
Definitions Section
Section 5 – Salaries

Presented on: 7/25/22

DEFINITIONS

Promotion:

1. 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 provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

2. A Promotion also occur 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:

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

2. 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 – SALARIES

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

COUNTY PROPOSAL NO. 2
Western Council of Engineers
Definitions Section
Section 5 – Salaries


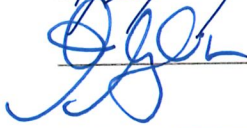
Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolution, the salary of the employee shall be set as provided in the deep class resolution at a step not to exceed a five percent (5%) increase in the employee's base salary.

~~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 on "Salary on Promotion" if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.~~





[Note: Sections 5.1 – 5.12, 5.14, 5.15, and 5.17 remain unchanged]

Date: 8/9/22

Contra Costa County:
 (Signature / Printed Name)

	/	Jeff Bailey
	/	Alvan Mangalindan
/	/	/
/	/	/
/	/	/
/	/	/

Western Council of Engineers:
 (Signature / Printed Name)

	/	Nancy E. Watson
	/	MICHAEL DOSSEY
	/	Robert Long
	/	JOB SMITHWICK
/	/	/
/	/	/
/	/	/

COUNTY PROPOSAL NO. 3
Western Council of Engineers
Section 14 – Sick Leave
Presented on: 8/8/22

SECTION 14 – SICK LEAVE

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

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

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

Unused sick leave credits accumulate from year to year.

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

As of the date of retirement, an employee's accumulated sick leave is converted to retirement time on the basis on 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.

COUNTY PROPOSAL NO. 3
Western Council of Engineers
Section 14 – Sick Leave

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 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

COUNTY PROPOSAL NO. 3
Western Council of Engineers
Section 14 – Sick Leave

such disability under the conditions set forth below:

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

COUNTY PROPOSAL NO. 3
Western Council of Engineers
Section 14 – Sick Leave

three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.

- h. ~~Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby bonding leave.~~ To bond with the employee's newborn or placement of a child in an employee's family through adoption or foster care, an employee eligible for baby/child bonding leave pursuant to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may use sick leave credits for such baby/child bonding leave.
- i. Accumulated paid sick leave credits may not be used in the following situations:
1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he 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.
 2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
 3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.
 4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may

COUNTY PROPOSAL NO. 3
Western Council of Engineers
Section 14 – Sick Leave

be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.

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

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

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

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

To help assure uniform policy application, the Human Resources Director or designated management staff of the County Human Resources Department

COUNTY PROPOSAL NO. 3
Western Council of Engineers
Section 14 – Sick Leave

should be contacted with respect to sick leave determinations about which the department is in doubt.

14.5 Disability.

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.

- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employee's, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.

- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Human Resources Director may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.

- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two (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

COUNTY PROPOSAL NO. 3
Western Council of Engineers
Section 14 – Sick Leave

by certified mail, containing the following:

1. a statement of the leave of absence or suspension proposed;
 2. the proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee;
 3. a statement of the basis upon which the action is being taken;
 4. a statement that the employee may review the materials upon which the action is taken;
 5. a statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by 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 Director of Human Resources to the Merit Board. Alternatively, the employee may file a written election with the Director of Human Resources waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
1. the physical or mental health condition cited by the appointing authority does not exist, or
 2. the physical or mental health condition does exist, but it is not

COUNTY PROPOSAL NO. 3
Western Council of Engineers
Section 14 – Sick Leave

sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.

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

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

Scope of the Arbitrator's Review.

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

14.6 Workers' Compensation. A permanent non-safety employee shall receive eighty-six percent (86%) of regular monthly salary for all accepted claims filed with the County on or after January 1, 2000. For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%).

- A. There is a three calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on

COUNTY PROPOSAL NO. 3
Western Council of Engineers
Section 14 – Sick Leave

the day of the injury, that counts as day one of the waiting period. If the injured worker does not lose time on the date of the injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

A permanent employee shall continue to receive the appropriate percentage as outlined above during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

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

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee

COUNTY PROPOSAL NO. 3
Western Council of Engineers
Section 14 – Sick Leave

becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

C. Full Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one year, full salary will continue by integrating sick leave and/or vacation accruals with workers' compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.

~~D. Rehabilitation Integration. An injured employee who is eligible for workers' compensation rehabilitation temporary disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive salary by integrating sick leave and/or vacation accruals with workers' compensation rehabilitation temporary disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.~~

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

~~F~~ E. Method of Integration:

An employee's sick leave and/or vacation charges shall be calculated as follows:

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

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

W = statutory workers' compensation for a month

S = monthly salary

14.7 Coordination of Benefits. It is understood that the benefits specified above in this Section 14 shall be coordinated with the rehabilitation program as determined by the labor/management committee.

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

14.9 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

**COUNTY PROPOSAL NO. 3
Western Council of Engineers
Section 14 – Sick Leave**



and recommend to the Director of Human Resources the feasibility of implementing a self-funded and self-administered disability insurance program.

14.10 Sick Leave Coalition. The County agrees to meet and confer with a coalition of employee organizations, including this council, to revise the County-wide Sick Leave Policy. Such meet and confer sessions shall take place during the term of this MOU.


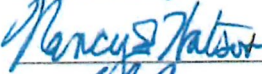


14.11 Confidentiality of Information/Records. Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

Date: 8/9/22

Contra Costa County:
(Signature / Printed Name)

	/	Jeff Bailey
	/	Alvan Mangalindan
_____	/	_____
_____	/	_____
_____	/	_____
_____	/	_____
_____	/	_____

Western Council of Engineers:
(Signature / Printed Name)

	/	MICHAEL DOSSEY
	/	Nancy E. Watson
	/	Robert Long
	/	TUB SMITH
_____	/	_____
_____	/	_____
_____	/	_____

COUNTY PROPOSAL NO. 4
Western Council of Engineers
Section 17 – Leave of Absence
Presented on: 8/8/22

SECTION 17 – LEAVE OF ABSENCE

17.1 Leave Without Pay. Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; ~~provided, however, that leaves for pregnancy, under the Pregnancy and Disability Leave Act (PDL), serious health conditions, and family care shall~~ Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) will be granted considered in accordance with applicable state and federal law, and Section 17.5.

17.2 General Administration – Leave of Absence (Non-Statutory). Requests for leave of absence without pay shall be made ~~upon forms prescribed by the Director of Human Resources 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 that are not otherwise covered by FMLA, CFRA, and PDL:
1. Employee's own illness, disability, or serious health condition;
 2. pregnancy or pregnancy disability;
 3. to bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care;
 34. family care to care for a spouse, child, parent, or domestic partner who has a serious health condition;
 45. to take a course of study such as will increase the employee's usefulness on return to ~~the~~ a position within the County;
 56. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request ~~family care~~ a leave of absence at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer ~~within five (5) days of learning of the event by which the need for family care leave arises~~ of the need for leave as soon as possible and practical.
- C. A leave ~~without pay~~ may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.

COUNTY PROPOSAL NO. 4
Western Council of Engineers
Section 17 – Leave of Absence

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

~~ED.~~ Whenever an employee who has been granted a leave ~~without 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 (15)~~ two (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.

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

17.3 Furlough Days Without Pay. Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 ~~-Compensation for Portion of Month~~ of this MOU. Full time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation sick leave, floating holiday, and other accrual credits for employees taking furlough time, this provision shall supersede Section 13.4 – Accrual During Leave Without Pay, Section 14.2 – Credits to & Charges Against Sick Leave, Section 14.8 – Accrual During Leave Without Pay, and Section 17.1 – Leave Without Pay, 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.

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

COUNTY PROPOSAL NO. 4
Western Council of Engineers
Section 17 – Leave of Absence

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

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

17.5 ~~Family Care Leave or Medical Leave~~ Leaves Pursuant to Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), & Pregnancy Disability Leave Act (PDL). ~~Upon request to the appointing authority, in a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave (less if so requested by the employee) for:~~

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

B. CFRA: Upon request of the appointing authority, any employee who meets the legal eligibility requirements for CFRA shall be entitled to at least twelve (12) weeks of CFRA leave during a rolling 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.~~

COUNTY PROPOSAL NO. 4
Western Council of Engineers
Section 17 – Leave of Absence

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

17.7 Intermittent Use of Leave.

The ~~eighteen (18) week~~ FMLA/CFRA/PDL entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The ~~eighteen (18) weeks leave~~ may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.120 - Leave Without Pay – Use of Accruals below. When paid leave accruals are used for ~~a medical or family care leave~~ FMLA, CFRA and/or PDL, such time shall be counted as a part of the ~~eighteen (18) week~~ leave entitlement.

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

17.89 Definitions. For medical and family care leaves of absence under ~~this s~~Section 17.2.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 ~~4100~~ 300.
- 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

COUNTY PROPOSAL NO. 4
Western Council of Engineers
Section 17 – Leave of Absence

common necessities of life.

- e. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.
- f. Certification for ~~Family Care~~ Medical Leave: When requesting medical leave (including FMLA/CFRA leave) for the employee or employee's family member, the employee must provide ~~Aa~~ 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 ~~amount of time which the employee needs~~ to render care or supervision for the family member;
 4. for an employee's serious health condition, a statement whether the employee is able to work or is unable to perform one or more of the essential functions of their position; ~~that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision~~;
 5. if for intermittent leave or a reduced work schedule leave, the certification should indicate ~~that~~ the intermittent leave or reduced leave work schedule ~~is necessary~~ 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 Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:~~
- ~~1. the date, if known, on which the serious health condition commenced;~~
 - ~~2. the probable duration of the condition;~~
 - ~~3. a statement that the employee is unable to perform the functions of the employee's job;~~
 - ~~4. if for intermittent leave or a reduced work schedule leave, the certification~~

COUNTY PROPOSAL NO. 4
Western Council of Engineers
Section 17 – Leave of Absence

~~should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.~~

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

~~**17.9 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.~~

17.10 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.121 – Leave Without Pay - Use of Accruals. During the ~~eighteen (18) weeks of an~~ approved ~~medical or family care~~ leave under Section 17.65 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 17.121 – Leave Without Pay - Use of Accruals. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

17.11 Leave Without Pay - Use of Accruals.

A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by ~~LTD Benefit Coordination or~~ SDI/Sick Leave Integration or as provided in the sections below.

~~B. Family Care or Medical Leave. 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~~

COUNTY PROPOSAL NO. 4
Western Council of Engineers
Section 17 – Leave of Absence

~~pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.~~

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

17.12 Leave of Absence Replacement & 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 Seniority shall apply.

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

~~**17.13 Reinstatement From Family Care Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.~~

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



17.154 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.

COUNTY PROPOSAL NO. 4
Western Council of Engineers
Section 17 – Leave of Absence



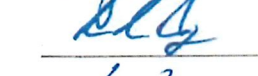

~~17.16 Non-Exclusivity. Other MOU language on this subject, not in conflict, shall remain in effect.~~

Date: 8/9/22

Contra Costa County:
(Signature / Printed Name)

 / Jeff Bailey
 / Alvan Mangalindan
/
/
/
/
/

Western Council of Engineers:
(Signature / Printed Name)

 / MICHAEL DOSSEY
 / Nancy F. Watson
 / Robert Long
 / JOE SMITH
/
/
/

COUNTY PROPOSAL NO. 5
Western Council of Engineers
Attachment E – Return to Work Policy
Presented on: 8/8/22

ATTACHMENT E – RETURN TO WORK POLICY

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 mutually agreed upon by the Union and 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.

COUNTY PROPOSAL NO. 5
Western Council of Engineers
Attachment E – Return to Work Policy

- 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 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

COUNTY PROPOSAL NO. 5
Western Council of Engineers
Attachment E – Return to Work Policy

department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments ~~on the County AK143 for Attachment 3~~. They will also maintain a centralized record of all assignments.

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

B. Employee

A temporarily disabled employee shall:

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

COUNTY PROPOSAL NO. 5
Western Council of Engineers
Attachment E – Return to Work Policy

the employee's regular salary.

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

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

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

D. Return to Work Committee

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

COUNTY PROPOSAL NO. 5
Western Council of Engineers
Attachment E – Return to Work Policy

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

VI. DEFINITIONS:

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

COUNTY PROPOSAL NO. 5
Western Council of Engineers
Attachment E – Return to Work Policy



- 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]

Contra Costa County:
 (Signature / Printed Name) 8/9/22

	/	Jeff Bailey
	/	Alvan Mangalindan
_____	/	_____
_____	/	_____
_____	/	_____
_____	/	_____

Western Council of Engineers:
 (Signature / Printed Name)

	/	MICHAEL DOSSEY
	/	Nancy E. Watson
	/	Robert Long
	/	JOE SMITHWICK
_____	/	_____
_____	/	_____

COUNTY PROPOSAL NO. 6
Western Council of Engineers
Section 5.16 - Payment
Presented on: 8/8/22

Section 5.16 – Payment.

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

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



The election to receive an advance shall be made ~~on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Auditor-Controller a notice of election to receive salary advance~~ on-line using Employee Self Service (ESS). If the employee makes an update between the 1st and 15th of the month, then the change will impact the current month's advance. If the employee makes the update after the 15th it will impact the following month's advance.

~~Each election shall become effective on the first day of the month following the deadline for filing the notice and shall~~ Such an election will remain effective until revoked.



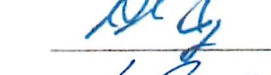

In the case of an election made pursuant to this Section 5.16 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

Date: 8/9/22

Contra Costa County:
(Signature / Printed Name)

	/	Jeff Bailey
	/	Alvan Mangalindan
_____	/	_____
_____	/	_____
_____	/	_____
_____	/	_____

Western Council of Engineers:
(Signature / Printed Name)

	/	MICHAEL DOSSEY
	/	Nancy E. Watson
	/	Robert Long
	/	JOE SMITHWICK
_____	/	_____
_____	/	_____