



CONTRA COSTA TEAMSTERS TENTATIVE AGREEMENT SUMMARY:

WAGES & COMPENSATION

20% in Wage Increases Over the Term of the Contract:

- ▶ 5% increase – Retro to August 1, 2022*
- ▶ 5% increase – July 1, 2023
- ▶ 5% increase – July 1, 2024
- ▶ 5% increase – July 1, 2025

***Retro-activity on Wage Increases:**

If the contract is ratified, the Board will approve on August 16, and the wages will be retroactive to August 1, 2022.

\$2500 Pandemic Service Relief:

\$2,500 amount for full-time permanent employees, prorated for part-time permanent employees and \$1250.00 for temporary employees and full amount for temporary employees that convert to permanent by the time payment is issued. Due to restrictions on the use of federal funding for Covid relief, employees must have worked for twelve (12) months within the qualifying period April 1, 2020-December 31, 2021 to qualify for the payment.

Compensation Study:

The County agreed to conduct a salary study and potentially adjust salaries for many job classifications identified to be well below market. The study will be based on the 9 Bay Area counties: Alameda, Solano, Napa, Sonoma, Marin, San Mateo, Santa Clara, and **City & County of San Francisco**.

HEALTH & WELFARE:

Teamsters 856 KP Trust Health Plan 2023 Employee Share Reduced:

Monthly	Current	1/1/2023
Employee Only	\$65.00	\$49.00
Employee + 1	\$125.00	\$99.00
Family	\$175.00	\$149.00

Dental Insurance

County shall utilize savings in the Dental Trust to pay 100% of Diagnostic and Preventative Care in the Delta Dental PPO & Premier plans starting in the 2023 Plan Year. This means participants' twice per year cleanings and annual x-rays will finally be at zero out-of-pocket cost to the employee.

Retiree Health Care Trust

The County will meet with Coalition Unions in the Joint Labor Management Committee (JLMBC) to explore establishing a retiree healthcare trust as a tax-free savings vehicle for members' healthcare costs in retirement. Both employer and employee funding options will be considered.

OTHER IMPROVEMENTS:

- ▶ Added Juneteenth as paid holiday
- ▶ Improvements in Leave language
- ▶ Doubled Bilingual compensation
- ▶ Improvements in work clothing allowances for many GSMU Classifications
- ▶ LVN/AIDE Unit: achieved Local 856 proposals for equity for on-call and vacation sign up to include PT/OT during March vacation selection

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

Coalition Tentative Agreement:

C-1 Duration of Agreement (Section 51.4) – TA 7/28/2022

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

C-2 Section 5 – Salaries – TA 7/28/2022

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

- COVID Pandemic Service Relief Payment

- Compensation Study

Section 19 – Medical, Dental & Life Insurance – TA 7/28/2022

- Dental Plan Design
- Health Savings Account with High Deductible Health Plan
- Medical Plan Cost Sharing for Active Employees
- Joint Labor/Management Benefit Committee
- Teamsters 856 Trust Fund KP Health Plan employee contribution

Side Table Proposals:

C-3 Promotion and Transfer (Definitions/Section 5.12/Section 21.1/Section 22.2) – TA 8/03/2022

C-4 Section 17 – Leave of Absence – TA 8/03/2022

C-5 Section 14 – Sick Leave – TA 8/03/2022

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C-6 Section 16 – State Disability Leave – TA 8/03/2022

C-7 Contra Costa County Return to Work Policy for Injury or Illness (Attachment U) – TA 8/03/2022

C-8 Section 54.1 – Add LVNs – TA 8/03/2022

C-9 Section 54.2 – Gardeners – TA 6/30/2022

C-11 Section 12 – Holidays – TA 6/30/2022

C-12 Section 13.3 – Vacation Accruals – TA 8/03/2022

UCP to C-10 Section 26 – Bilingual Pay - TA 08/03/2022

CCP to UC35 – Increase LVN/Aide Unit releases from 2 to 3 – TA 8/03/2022

Incorporate new and relevant current Side Letters and clean-up items:

- Incorporate existing side letter agreements into MOU and delete side letters:
 - Incorporate existing side letter dated February 8, 2022, which created 12/80 schedules for the Airport Safety Officer classifications (I, II, III, and IV) at the Buchanan Field and Byron Airports. Amend Section 6 – Days and Hours of Work and Section 12 – Holidays of the MOU.
- Update language in Section 5.14 to state that employees can now elect to receive the advance online using Employee Self Service (ESS).
- Update Attachment D.2. – Tower Climbing (E70) to include Communications Equipment Specialist Trainee (PEKA) classification.
- Remove reference to Mental Health Deep Class in Attachment A.
 - The Mental Health Deep Class was disbanded on May 16, 1991, by way of the letter in Attachment T.

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

County/Union Proposals Not Specifically Identified:

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

Contra Costa County
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Comprehensive Tentative Agreement
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Date: _____

Contra Costa County:

TEAMSTERS, Local 856:

(Signature / Printed Name)

(Signature / Printed Name)

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**TENTATIVE AGREEMENT
TEAMSTERS, Local 85
Section 5 - Salaries
Presented on: _____**

SECTION 5 – SALARIES

5.1 General Wages.

- A. 1. Effective August 1, 2022, or the first day of the month following adoption of the MOU by the Board of Supervisors, whichever is later, the base rate of pay for all classifications represented by each individual union in the Union Coalition will be increased by five percent (5%).
2. Effective July 1, 2023, the base rate of pay for all classifications represented by each individual union in the Union Coalition will be increased by five percent (5%).
3. Effective July 1, 2024, the base rate of pay for all classifications represented by each individual union in the Union Coalition will be increased by five percent (5%).
4. Effective July 1, 2025, the base rate of pay for all classifications represented by each individual union in the Union Coalition will be increased by five percent (5%).
- ~~A. 1. Effective July 1, 2016, the base rate of pay for all classifications represented by the Union will be increased by four percent (4%).~~
- ~~2. Effective July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~
- ~~3. Effective July 1, 2018, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~
- ~~4. Effective July 1, 2019, the base rate of pay for all classifications represented by the Union will be increased by four percent (4%).~~
- ~~5. Effective July 1, 2020, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~
- ~~6. Effective July 1, 2021, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).~~
- B. Longevity Pay. Effective July 1, 2008, employees with ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

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C. COVID Pandemic Service Relief Payment

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

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.

D. Compensation Study.

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

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<u>FAVD</u>	<u>Building Inspector II</u>
<u>FRVA</u>	<u>Building Plan Checker II</u>
<u>VKVB</u>	<u>Community Health Worker II</u>
<u>GKWB</u>	<u>Custodian II</u>
<u>V4WG</u>	<u>Hazardous Materials Spec I</u>
<u>VMWD</u>	<u>Health Ed Specialist</u>
<u>LTVA</u>	<u>Info Sys Specialist II</u>
<u>PSWB</u>	<u>Maintenance Worker I</u>
<u>GWVC</u>	<u>Stationary Engineer</u>
<u>91VA</u>	<u>Storekeeper</u>

2.

County Human Resources shall conduct and complete the previously identified compensation studies for the following classifications:

<u>VJVA</u>	<u>Laboratory Technician II</u>
<u>PEWK</u>	<u>Telecommunications Infrastructure Specialist</u>
<u>PMTC</u>	<u>Fire Equipment Mechanic II</u>

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

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

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**TENTATIVE AGREEMENT
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SECTION 19 – Medical, Life & Dental Insurance
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SECTION 19 - MEDICAL, DENTAL, & LIFE INSURANCE

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

- A. Contra Costa Health Plans (CCHP)
- B. Kaiser Permanente Health Plan
- C. Health Net
- D. Teamsters 856 Trust Fund KP Health Plan (available as of 01/01/2017)
- E. Delta Dental

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

Medical Plans:

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

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

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

- 1. CCHP Plan A & Plan B
- 2. Kaiser Permanente Plan A & Plan B
- 3. Teamsters 856 Trust Fund KP Health Plan
- 4. Health Net HMO Plan A & Plan B
- 5. Health Net PPO Plan A & Plan B
- 6. 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

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

<u>Health & Dental Plans</u>	<u>Employee</u>	<u>Employee +1 Dependent</u>	<u>Employee +2 or More Dependents</u>
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
Teamsters 856 Trust Fund KP Health Plan (available as of 01/01/2017)	\$478.91	\$1,115.84	\$1,115.84
Health Net HMO Plans	\$627.79	\$1,540.02	\$1,540.02
Health Net PPO Plans	\$604.60	\$1,436.25	\$1,436.25
Delta Dental with CCHP A or B	\$41.17	\$93.00	\$93.00
Delta Dental with Kaiser or Health Net	\$34.02	\$76.77	\$76.77
Delta Dental without a Health Plan	\$43.35	\$97.81	\$97.81
DeltaCare (PMI) with CCHP A or B	\$25.41	\$54.91	\$54.91
DeltaCare (PMI) with Kaiser or Health Net	\$21.31	\$46.05	\$46.05
DeltaCare (PMI) without a Health Plan	\$27.31	\$59.03	\$59.03

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

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

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exceed one hundred percent (100%) of the applicable plan premium.

D. Joint Labor/Management Benefit Committee.

1. The Union will join the Joint Labor/Management Benefit Committee (“Benefit Committee”) created in 2016. The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly.
2. The Benefits Committee will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 19 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081) on any high cost medical plans offered by the County. If the Benefit Committee is selecting a replacement medical or dental plan for a plan that is no longer available, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association.
3. The Union is a member of the Benefit Committee, but is not a member of the Healthcare Coalition. Once a new medical plan carrier replacement for Health Net is agreed upon by the County and the Benefit Committee representatives from the nine (9) Healthcare Coalition Union/Association members of the Benefit Committee, the new medical plan will replace Health Net for the Union the following January 1.
4. Each year, County will coordinate a team composed of the County, the County’s benefits consultant, and Union/Association Benefit Committee representatives, to work as equal partners to provide input for the annual negotiations with the medical plan providers over the plan premiums for the next plan year. The team will have authority to make information requests, request and observe presentations by the County’s healthcare consultant regarding premium rates and ask questions, and help guide the strategy of the County in the annual negotiations.

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5. County and the Union will jointly work to educate employees regarding the cost benefits of lower cost plans, including the Kaiser High Deductible Health Plan.
6. 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.
7. 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 an employee-funded healthcare trust or savings vehicle for retirement. The County Benefits Manager, Human Resources Director, and relevant benefits consultants will participate in these discussions.

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

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

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5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection (A), above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
 6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
 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.

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- E. For purposes of this Section 19.3 only, “eligible family members” does not include Survivors of employees or retirees.

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

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

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

A. Health Insurance

1. Eligible Dependents:

- a. Employee’s Legal Spouse
- b. Employee’s qualified domestic partner
- c. Employee’s child to age 26
- d. Employee’s Disabled Child who is 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

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to the child's attainment of age 19.

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

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.

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19.7 Medical Plan Cost-Sharing with Active Employees on and after July 1, 2019.

- A. The two-tier premium structure in effect for the 2016 plan year and the medical plan premium subsidies set forth in 19.2.A., above, will continue for the remainder of the 2016 plan year.
- B. For the plan year that begins on January 1, 2017: The County will pay for active employees the monthly premium subsidy for medical plans stated in subsection 19.2.A., and adjust the amounts paid by the County for active employees in recognition of the increases to the Employee Plus Two or More Dependents medical premiums caused by the shift to a three-tier structure. In total, the County will pay the following amounts for the 2017 plan year plus any additional amounts in accordance with 19.7.C. below:

<u>Medical Plans</u>	<u>Employee</u>	<u>Employee +1 Dependent</u>	<u>Employee +2 or More Dependents</u>
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
Teamsters 856 Trust Fund KP Health Plan	\$590.00	\$1,120.00	\$1,561.00
Health Net HMO Plan A	\$669.34	\$1,131.34	\$2,280.09
Health Net HMO Plan B	\$662.01	\$1,280.20	\$2,060.75
Health Net PPO Plan A	\$727.94	\$1,112.03	\$2,755.43
Health Net PPO Plan B	\$715.64	\$1,144.40	\$2,623.86
Kaiser High Deductible Health Plan	\$447.04	\$916.72	\$1,387.40

- C. For the plan years that begin on January 1, 2017, January 1, 2018, and January 1, 2019 (with the exception of the Teamsters 856 Trust Fund KP Health Plan beginning January 1, 2019, described below), if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the active employee will each pay fifty percent (50%) of the monthly increase above the plan premium amounts for medical plans with three tiers that are listed in 19.7.D, below. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in 19.7.B., above, for medical plans.
- D. Plan Premium Amounts: For purposes of calculating the County and Active Employee cost-sharing increases described in 19.7.C., above, the following are, unless otherwise indicated, the 2016 total monthly medical plan premium amounts for three tiers:

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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
Teamsters 856 Trust Fund KP Health Plan (Premiums available as of 01/01/2017)	\$655.00	\$1,245.00	\$1,736.00
Health Net HMO Plan A	\$1,208.76	\$2,417.52	\$3,626.27
Health Net HMO Plan B	\$840.55	\$1,681.10	\$2,521.65
Health Net PPO Plan A	\$1,643.40	\$3,286.80	\$4,930.20
Health Net PPO Plan B	\$1,479.47	\$2,958.94	\$4,438.40
Kaiser High Deductible Health Plan	\$470.10	\$940.21	\$1,410.32

- E. For the plan year that begins on January 1, 2019, if there is an increase in the monthly premium for the Teamsters 856 Trust Fund KP Health Plan above the monthly premium in effect on January 1, 2018, the County will pay the increase of the monthly premium for the Teamsters 856 Trust Fund KP Health Plan up to ten percent (10%). If the increase in plan premium is greater than ten percent (10%), the active employee will pay the balance of the increase that is above ten percent (10%). The increased share of the monthly medical plan premium paid by the County is in addition to the amounts paid by the County in 19.7.B. and 19.7.C, above, for medical plans.
- F. Medical Plan Cost-Sharing for Active Employees on and after January 1, 2020.
1. For active employees for the plan year that begins on January 1, 2020, the County will move to a percentage-based cost sharing approach for 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/non-Teamsters-sponsored 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/non-Teamsters-sponsored HMO plan. These annual calculated dollar amounts will be applied to all plans and tiers, except as described in paragraph F.2., below.
 2. For active employees for the plan year that begins on January 1, 2020, and each year thereafter except for the

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plan years identified in F.6., below, for the Teamsters 856 Trust Fund KP Health Plan, employees will pay at least the share of the total medical plan premium paid by employees in 2019 as follows:

Teamsters Trust Fund KP Health Plan	2019 Employee Share of Monthly Premium Cost
Employee	\$65.00
Employee +1 Dependent	\$125.00
Employee + 2 or More Dependents	\$175.00

3. 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/non-Teamsters-sponsored HMO plan. This annual calculated amount will be applied to all plans and tiers, except as described in paragraphs F.2. and F.5.

4. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible/non-Teamsters-sponsored HMO plan. This annual calculated dollar amount will be applied to all plans and tiers, except as described in paragraphs F.2. and F.5.

5. or 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 Share of Monthly Premium Cost
Employee	\$20.00
Employee +1 Dependent	\$40.00
Employee + 2 or More Dependents	\$60.00

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6. For active employees in the Teamsters 856 Trust Fund KP Health Plan for the plan years that begin on January 1, 2023, January 1, 2024, January 1, 2025, and January 1, 2026 only. In the event that the employee share of the monthly premium cost for the plan as set forth in F.2. is greater than the employee share of the monthly premium cost for the Kaiser Permanente Health Plan A, then the employee contribution is the lower amount. For example, if the Kaiser Permanente Health Plan A employee-only share is \$49.91 per month and the Teamsters Trust Fund KP Health Plan employee-only share is \$65 per month, the employee-only contribution for the Teamsters Trust Fund KP Health Plan will be adjusted downwards to \$49.91 per month for that plan year.

If at any time the monthly premium for the Teamsters 856 Trust Fund KP Health Plan increases more than ten percent (10%) over the previous plan year, the employee contribution match to the Kaiser Permanente Health Plan A described in this section will immediately cease and the active employees will pay the employee share of the monthly premium cost for the Teamsters Trust Fund KP Health Plan as well as the balance of the increase that exceeds ten percent (10%), as described in Section 19.7.E.

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

FG. 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.

H. 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 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

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the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

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

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

19.11 Health Plan Participants: Permanent active employees, including project employees, regularly scheduled to work twenty (20) or more hours per week and who are enrolled in a County provided health plan as of June 1, 2016, will receive a lump sum payment of one thousand dollars (\$1,000) on August 10, 2016, or on the tenth day of the month following approval of the MOU, whichever is later. This provision does not apply to permanent-intermittent, temporary, or per diem employees.

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.

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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 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 Contra Costa County Human Resources Department–Employee Benefits Division. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

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

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

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

19.20 Health Savings Account with High Deductible Health Plan

- A. Active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan may select a Health Savings Account (“HSA”) offered through Kaiser Permanente under the following conditions and subject to any other laws, regulations or rules governing HSAs:
1. Only active employees who are enrolled in the Kaiser High Deductible Health Plan may elect to initially enroll in the HSA. The HSA is not available to permanent-intermittent or temporary employees.
 2. Employees may only contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code.
 3. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds.
 4. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.
 5. The County does not manage or administer the HSAs.
- B. 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 as of February 1 of the new plan year. The contribution will be made with the February 10 pay for the plan year.
- C. For the 2023 Plan Year and each year thereafter, the County will contribute seven hundred and fifty dollars (\$750) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay warrant for the plan year.

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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.

**All other area of Section 19 – Medical, Dental & Life Insurance remain unchanged, except as may be amended by Coalition proposals.*

Date: _____

Contra Costa County:
(Signature / Printed Name)

TEAMSTERS, Local 856:
(Signature / Printed Name)

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**TENTATIVE AGREEMENT
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Definitions Section/Section 5.12/Section 21.1/Section 22.2
Presented on: _____**

DEFINITIONS

Promotion:

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

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

Transfer:

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

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

SECTION 5 – SALARIES

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

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

~~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.~~

Section 21.1 – Competitive Exam

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

[Note: Sections 21.2 – 21.8 remain unchanged]

Section 22.2 – Transfer Policy

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

[Note: Sections 22.3 – 22.5 remain unchanged]

Date: _____

Contra Costa County:
(Signature / Printed Name)

TEAMSTERS, Local 856:
(Signature / Printed Name)

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**TENTATIVE AGREEMENT
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SECTION 17– Leave of Absence
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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, Leaves under the P~~pregnancy D~~isability Leave Act (PDL), serious health conditions,~~ Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) ~~shall~~ will be granted in accordance with applicable state and federal law, and Section 17.5.

17.2 General Administration - Leaves of Absence (Non-Statutory).

Requests for leave without pay shall be made in writing ~~upon forms prescribed by the Director of Human Resources~~ and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons that are not otherwise covered by FMLA, CFRA, and PDL:
1. Employee's own illness or disability, or serious health condition;
 2. Pregnancy or pregnancy disability;
 3. Parental To bond with the employee's newborn or with a child who is placed in an employee's family for adoption or foster care;
 4. Family care to care for a spouse, child, parent, or domestic partner who has a serious health condition;
 - ~~5.4.~~ To take a course of study such as will increase the employee's usefulness on return to the employee's position.
 - ~~6.5.~~ 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

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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.

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

DE. Whenever an employee who has been granted a leave ~~without any pay of absence~~ desires to return before the expiration of such leave, the employee shall ~~submit a request~~ provide notice to the appointing authority in writing at least ~~two fifteen (15)~~ two fifteen (15) days in advance of the proposed return. ~~Early return is subject to prior approval by the appointing authority.~~ The Human Resources Department shall be notified promptly of such return.

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

17.3 Furlough Days Without Pay (VTO). Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay (pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 - Compensation for Portion of Month of this MOU. Full-time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation, sick leave, floating holiday and other accrual credits for employees taking furlough time, this provision shall supersede Section 12.1, 13.1, 13.3, 14.2 and 14.8 of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

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

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

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the 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). The County will administer these leaves in accordance with the applicable law(s), including acknowledging requests for leaves of absences within five (5) business days of receipt for FMLA and CFRA requests and ten (10) business days for PDL requests.

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

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laws. FMLA leave will run concurrently with CFRA and PDL leaves to the extent permitted by law

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

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

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)-week~~ leave may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.11

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

- 17.8 Aggregate Use for Spouses.** For FMLA only, in the situation where husband and wife are both employed by the County, the family care of ~~r~~ medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks ~~during in~~ a “rolling” twelve (12) month period, measured backward from the date the employee uses ~~his/her any~~ FMLA leave. Employees requesting ~~family care~~ FMLA leave for this purpose are required to advise their appointing authority(ies) when their spouse is also employed by the County.
- 17.9 Definitions.** For medical and family care leaves of absence under ~~this~~ Section 17.2.A, the following definitions apply: FMLA, CFRA, and PDL definitions will be as set forth in state and federal laws.
- A. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
 - B. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
 - C. Spouse: A partner in marriage as defined in California ~~Civil~~ Family Code Section ~~300 4100~~.
 - D. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
 - E. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.

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- F. Certification for ~~Family Care~~ Medical Leave: When requesting medical leave (including FMLA/CFRA leave) for the employee or employee's family member, the employee must provide a written communication medical certification ~~to the employer~~ from a health care provider of a person for whose care the leave is being taken or for the employee's own serious health condition, which need not identify the diagnosis or serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
 2. the probable duration of the condition;
 3. for family care, an estimate of the frequency and duration of the leave required to render care or supervision for the family member;
 4. for an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of their position; ~~that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;~~
 5. if for intermittent leave or a reduced work schedule leave, the certification should indicate ~~that~~ the intermittent leave or reduced leave work schedule is necessary needed for the employee's serious health condition or for the care of the employee's family member, ~~individual or will assist in their recovery;~~ and its expected duration.
- ~~g. — Certification for Family Medical Leave— A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:~~
- ~~1. — the date, if known, on which the serious health condition commenced;~~
 - ~~2. — the probable duration of the condition;~~
 - ~~3. — a statement that the employee is unable to perform the functions of the employee's job;~~

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~~4. — if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.~~

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

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

17.104 Group Health Plan Coverage. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.121 – Leave Without Pay – Use of Accruals, below. During the **eighteen (18)-weeks period** of an approved ~~medical or family care~~ FMLA, CFRA, or PDL leave under Section 17.5 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 17.121 – 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.

17.112 Leave Without Pay - Use of Accruals.

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

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SDI/Sick Leave Integration or ~~as provided Section 16.3~~ or in the sections below.

- ~~B. Family Care or Medical Leave (FMLA). During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use at least 0.1 hour of sick leave (if so entitled under Section 14.3 – Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.~~
- ~~C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. A n eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.~~
- BD. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

17.123- Leave of Absence Replacement and Reinstatement.

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

17.134- Leave of Absence Return. In the Employment & Human Services Department an employee shall have the right to return to the same class, building, and assignment (position control number) if the return to work is within eighty-nine (89) consecutive days from the initial date the employee started the

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leave of absence. At such time the leave of absence is approved by the Appointing Authority, the Employment & Human Services Department shall notify the employee of the final date by which he/she shall return to be assigned to the same position control number.

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

17.146 Salary Review While on Leave of Absence. The salary of an employee who is on a leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

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

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

Date: _____

Contra Costa County:
(Signature / Printed Name)

TEAMSTERS, Local 856:
(Signature / Printed Name)

_____/

_____/

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SECTION 14 – SICK LEAVE

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

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

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

Unused sick leave credits accumulate from year to year.

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

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

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

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

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

"Paid Sick Leave Credits" means those sick leave credits provided for by County Salary Regulations and Memoranda of Understanding.

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

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

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

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

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

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- D. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical limitations having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
 2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery there from the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
 3. ~~Except as set forth in Section 14.3 H Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.~~ If all accrued sick leave has been utilized by the employee, the employee shall be considered on an approved leave without pay unless the employee chooses to use vacation or other non-sick leave accruals.
- E. Medical and Dental Appointments. An employee may use paid sick leave credits:
1. For working time used in keeping medical and dental appointments for the employee's own care; and
 2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.

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- 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 three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority. Additional leave time may be authorized in accordance with Section 17.1 – Leave Without Pay of this MOU.
- H. Baby/Child Bonding. To bond with the employee's newborn or placement of a child in an employee's family through adoption or foster care, an employee eligible for baby/child bonding leave pursuant to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) may use sick leave credits for such baby/child bonding leave. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
- I. Accumulated paid sick leave credits may not be used in the following situations:
1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he/she is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
 2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

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

- A. Employee Responsibilities

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

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

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

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

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

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

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

14.5 Disability.

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist, and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the

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employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.

- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Director of Human Resources may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he/she deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (a) or (b) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
1. A statement of the leave of absence or suspension proposed.
 2. The proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee.
 3. A statement of the basis upon which the action is being taken.
 4. A statement that the employee may review the materials upon which the action is taken.
 5. A statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.

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- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by mail, effective either upon personal delivery or deposit in the US Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Human Resources Director to the Merit Board. Alternatively, the employee may file a written election with the Human Resources Director waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
 - 1. The physical or mental health condition cited by the appointing authority does not exist, or
 - 2. The physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Human Resources Director to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.
- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

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Scope of the Arbitrator's Review.

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

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

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

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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.

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

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

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

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

C = Sick leave or vacation charge per day (in hours)
W = Statutory Workers' Compensation for a month
S = Monthly salary

For Example:

W = \$960 per month Workers' Compensation
S = \$1667 per month salary
8 = 8 hours
C = Hours to be charged to Sick Leave

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

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

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

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

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

Date: _____

Contra Costa County:
(Signature / Printed Name)

TEAMSTERS, Local 856:
(Signature / Printed Name)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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~~of integration. as shown in the "Salary" field on the On-Line Payroll Time Reporting System used by departments for payroll reporting purposes.~~

~~**16.5 – SDI Informational Meetings.** The Benefits Division will hold two (2) meetings in East County and two (2) meetings in West County to provide information about SDI integration and sick leave buy back. The Union agrees to make the arrangements for meeting space and will bear the costs of securing the space.~~

Date: _____

Contra Costa County:
(Signature / Printed Name)

TEAMSTERS, Local 856:
(Signature / Printed Name)

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**TENTATIVE AGREEMENT
TEAMSTERS, Local 856
ATTACHMENT U – Return to Work Policy
Presented on: _____**

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

- I. POLICY: Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.
 - A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on the a form supplied by the eCounty form AK-142 or on the physician's letterhead.
 - B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.
- II. OBJECTIVE: The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. SCOPE OF POLICY: All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.
- IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.
 - A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.

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

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

V. RESPONSIBILITIES:

A. Departments

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

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

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

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

B. Employee

A temporarily disabled employee shall:

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

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

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

C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

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

D. Return to Work Committee

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

E. Risk Manager

The County Risk Manager shall:

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

VI. DEFINITIONS:

A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.

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

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

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

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

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

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

[Delete forms AK-142 and AK-143]

Date: _____

Contra Costa County:
(Signature / Printed Name)

TEAMSTERS, Local 856:
(Signature / Printed Name)

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**TENTATIVE AGREEMENT
TEAMSTERS, Local 856
Section 54.1/ Perioperative On-Call and Call-Back
Presented on: _____**

SECTION 54 – UNIT ITEMS

Section 54.1 Attendant-LVN-Aide Unit

[Items A through I remain unchanged]

J. O.R. – Sterile Processing Perioperative On-Call and Call Back Time.

1. On-Call Duty.

- a. Permanent full-time and part-time employees in the classifications of Surgical Technologist (VT7B), Sterile Processing and Distribution Technician (1EWA), and Lead Sterile Processing and Distribution Technician (1ETB), assigned to On-Call Duty for the Perioperative Unit, consisting of the Operating Room (OR), Post Anesthesia Recovery (PACU), and the Gastrointestinal Unit (GI)~~Operating Room or Post Anesthesia Recovery~~, will be paid one (1) hour of straight time pay for each two (2) hours designated as On-Call Duty. When assigned to On-Call Duty for GI (including pre-operative GI care in the PACU), employees in the classification of Licensed Vocational Nurse will be paid one (1) hour of straight time pay for each two (2) hours designated as On-Call Duty. If an employee's on-call duty hours are not in increments of two (2) hours, the On-Call Duty hours will be pro-rated. For example, if the employee is assigned to On-Call Duty for six (6) hours, then the employee would receive three (3) hours of straight time pay for the six (6) hours of designated On-Call Duty (6 hours ÷ 2 hours = 3 hours).
- b. An employee is considered assigned to On-Call Duty if all of the following criteria are met:
 - i. A permanent full-time or part-time employee is not scheduled to work on County premises, but is required to report to work immediately if called.
 - ii. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.
 - iii. The Department Head designates and approves those

**TENTATIVE AGREEMENT
TEAMSTERS, Local 856**
Section 54.1/ Perioperative On-Call and Call-Back
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permanent full-time and part-time employees who will be assigned to On-Call Duty.

- c. If an employee is called back to work while assigned to On-Call Duty, the employee will be paid for the total assigned On-Call Duty hours regardless of when the employee returns to work.
2. Call Back Time. Permanent full-time or part-time employees in the classifications of Surgical Technologist (VT7B), Sterile Processing and Distribution Technician (1EWA), ~~and~~ Lead Sterile Processing and Distribution Technician (1ETB), and Licensed Vocational Nurse (VT7G) assigned to On-Call Duty for the Perioperative Unit ~~Operating Room or Post Anesthesia Recovery Room~~ will be paid Call Back Time Pay as set forth in Section 8 of this MOU, except that employees called back to work will be paid a minimum of three (3) hours for each Call Back Time event.
3. On-Call Assignments.
 - a. GI Unit: The County will offer on-call assignments to Licensed Vocational Nurses (VT7G) in the Gastrointestinal Unit (GI), including pre-operative GI care in the PACU, on the basis of seniority.
 - i. Starting with the LVN with the most unit seniority, each LVN will select his/her preferred two (2) shifts on the first rotation, two (2) shifts on the second rotation, one (1) shift on the third rotation, and one (1) shift on each rotation thereafter, until all shifts are covered.
 - ii. During each rotation, each LVN may select only one weekend shift at a time.
 - iii. Unless authorized by their supervisor, no LVN may be scheduled to work two consecutive on-call shifts (e.g., no 16 hours of on-call shifts during weekends and/or holidays).
 - iv. When a LVN needs to cancel a previously scheduled on-call shift, they must contact their supervisor at least seventy-two (72) hours in advance. Their supervisor will make every effort to find the LVN another on-call shift to replace for the cancelled on-call shift, but a replacement on-call shift is not guaranteed. The replacement shift will be scheduled by seniority.
 - v. For unplanned absences between 5:00 p.m. and 8:00 a.m. Monday through Friday, and anytime on weekends and holidays, the LVN must call the staffing services office at least two hours prior to the start of the on-call shift.

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- vi. The LVN is only responsible for his/her on-call assignment. They are not responsible for finding replacements for the uncovered shifts.
- vii. Staff will sign up for their rotation shifts by the due date assigned.

- b. OR and PACU: The County will offer on-call assignments to Surgical Technologist (VT7B), Sterile Processing and Distribution Technician (1EWA), and Lead Sterile Processing and Distribution Technician (1ETB) in the Operating Room (OR) and Post Anesthesia Recovery (PACU) on the basis of seniority.
 - i. Starting with the staff with the most unit seniority, each employee will select his/her preferred two (2) shifts on the first rotation, two (2) shifts on the second rotation, one (1) shift on the third rotation, and one (1) shift on each rotation thereafter, until all shifts are covered.
 - ii. During each rotation, each employee may select only one weekend shift at a time.
 - iii. Unless authorized by their supervisor, no employee may be scheduled to work two consecutive on-call shifts (e.g., no 16 hours of on-call shifts during weekends and/or holidays).
 - iv. When an employee needs to cancel a previously scheduled on-call shift, they must contact their supervisor at least seventy-two (72) hours in advance. Their supervisor will make every effort to find the employee another on-call shift to replace for the cancelled on-call shift, but a replacement on-call shift is not guaranteed. The replacement shift will be scheduled by seniority.
 - v. For unplanned absences between 5:00 p.m. and 8:00 a.m. Monday through Friday, and anytime on weekends and holidays, the employee must call the staffing services office at least two hours prior to the start of the on-call shift.
 - vi. The employee is only responsible for his/her on-call assignment. They are not responsible for finding replacements for the uncovered shifts.
 - vii. Staff will sign up for their rotation shifts by the due date assigned.

[Items K through R remain unchanged]

Date: _____

**TENTATIVE AGREEMENT
TEAMSTERS, Local 856
SECTION 54.2D – Building Maintenance & Misc. Employees
Presented on: _____**

54.2 General Services and Maintenance Unit.

- A. General. All existing departments safety awards shall continue for the duration of this MOU.
- B. Field Personnel.
1. The County will provide coveralls or overalls to each employee assigned to the paint crew and bridge crew in the Public Works Maintenance Division of the Public Works Department and will launder such clothing on a regular basis. The employees will be required to select either coveralls or overalls; this choice shall be considered a permanent selection. Coveralls shall be provided for the employee assigned to and operating the Gradall.
 2. The Safety Committee of the Public Works Department, as previously referenced in a Departmental MOU, shall continue for the duration of this agreement.
 3. The Public Works Department agrees to offer Defensive Driver Training to employees on road maintenance crews.
 4. The Public Works Department will meet and confer with the Union if it intends to increase the work test crews beyond nine (9) members.
 5. On a trial basis for the employees in the General Services and Maintenance Unit, and at the sole discretion of the Director of Human Resources upon written request stating the reasons for such request, the Union may appoint an individual to observe instructions given an oral board by the appointing authority on his/her own time.
- C. Shop Personnel.
1. The County will pay Equipment Mechanics a tool allowance of four hundred dollars (\$400.00) per calendar year. Air tools will be considered an eligible tool allowance item. The tool allowance benefit will be provided on a reimbursement basis through submission of County payment demand forms with proof of purchase.

**TENTATIVE AGREEMENT
TEAMSTERS, Local 856
SECTION 54.2D – Building Maintenance & Misc. Employees
Presented on: _____**

2. Employees in the classes of Equipment Mechanic, Apprentice Mechanic, Equipment Services Worker and Garage Attendant will have the choice of the County providing coveralls or pants and shirt. The employees will be required to select either coveralls or pants and shirt; this choice shall be considered a permanent selection.

3. Employees referenced in C.2 above shall be provided with additional uniforms so as to enable the employee to have a clean uniform each day.

D. Building Maintenance & Miscellaneous Employees.

1. Union Stewards in the Building Maintenance Division shall be relieved from their assigned work duties by their supervisors within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) upon receipt of a request by an employee in that division to investigate and/or process a grievance initiated by said employee.
2. The Building Maintenance Division of the Public Works Department will continue the seven (7) day per week maintenance coverage of County facilities by Operating Engineers.
3. Custodians in the Probation Department specifically assigned responsibility in writing for providing work training to assigned juveniles shall receive in addition to their base pay a differential of five percent (5%) of base pay as premium compensation for this additional responsibility. Such differential to be computed on the basis of hours actually spent in directing juveniles in work training.
4. The vacation scheduling procedure for Custodians I and II in the Buildings and Grounds Division of the Public Works Department shall be as follows:

All employees, in order of seniority, with the Buildings and Grounds Division of the Public Works Department shall be afforded the opportunity to indicate their preference of vacation dates for their vacation entitlement by area. If an employee wishes to split his/her vacation entitlement and schedule a portion of his/her vacation at another time, he/ she shall be afforded a second opportunity to exercise his/her seniority in scheduling each second choice after all other employee's vacations have been scheduled.

**TENTATIVE AGREEMENT
TEAMSTERS, Local 856
SECTION 54.2D – Building Maintenance & Misc. Employees
Presented on: _____**

For example: If an employee has a vacation entitlement of four (4) weeks and wishes to take two (2) of those weeks in July, his/her preference for the specific dates in July would be reviewed by the department in accordance with his/her seniority. Once the first choice of vacation dates for this employee and all other employees have been reviewed by the department and scheduled by area in accordance with seniority, the employee may indicate his/her preference of vacation dates for the remaining two (2) weeks of his/her vacation entitlement which again will be reviewed and scheduled by area by the department in accordance with his/her schedule.

5. Detention Facility Assignment Pay. The Detention Facility Assignment Pay is calculated at five percent (5%) of the employee's base rate of pay. Permanent full-time and part-time employees, and permanent intermittent employees in the General Services and Maintenance Unit and in the classifications of Cook (1KWA), Lead Cook (1KTA), Stationary Engineer (GWVC), Detention Services Aide (64WG), Detention Services Worker (64VD), Lead Detention Services Worker (64TB), Custodian I and II (GK7A, GKWB), Institutional Services Aide (1KWC), Institutional Services Worker-Generalist (1KVD), and Institutional Services Worker-Lead (1KVF) will be paid the detention facility assignment pay if the employee's position is assigned to one of the following facilities:

Org.#	Facility Name
2580	West County Detention
2578	Martinez Detention
2585	Marsh Creek Detention
3120	Juvenile Hall
3160	Byron Boys Center
5700	Martinez Detention Infirmary
5701	West County Detention Infirmary
5702	Juvenile Hall Nursing
5710	Detention Mental Health Martinez
5711	Detention Mental Health West County

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

6. The Building Maintenance Division of the Public Works Department

**TENTATIVE AGREEMENT
TEAMSTERS, Local 856**

**SECTION 54.2D – Building Maintenance & Misc. Employees
Presented on: _____**

shall continue the safety committee of no less than two (2) employees selected by Teamsters, Local 856 in the classes of Window Washer and Lead Window Washer to discuss various safety problems. This committee shall meet not less than once every three (3) months nor more than once a month upon request of the employees.

7. The County shall pay Stationary Engineers, Lead Stationary Engineers, Stationary Systems Specialist I, ~~and~~ Stationary Systems Specialist II, Electronic Systems Specialists, and Lead Electronic Systems Specialists in the General Services and Maintenance Unit a reimbursement of twenty-five dollars (\$25.00) per month, to defray the cost of supplying and cleaning clothing worn in the performance of regular duties.

8. The County will provide reimbursement, up to sixty-five dollars (\$65.00) per calendar year, to permanent Groundskeepers, Grounds Maintenance Specialist – Irrigation, Grounds Maintenance Specialist – Pest Control, Gardeners and Lead Gardeners for the purchase of ~~coveralls or overalls worn on the job~~ appropriate outdoor work clothes. Examples of appropriate work clothes include work pants/non-distressed jeans, work shirts, or other items worn at work and approved by the Department.

9. ISW Reassignments/Bids. The County shall post a bid by Department for any position in the ISW series for which the incumbent has provided written documentation that he/she will be on a leave of six (6) months or more. The notice shall include all the information set forth in the MOU regarding the bidding process and shall state that the assignment is temporary. Interested employees shall submit a bid notice and the position shall be temporarily filled using the Rule of Three. If the position subsequently becomes vacant, it will be filled following the bidding process outlined in the MOU.

Date: _____

Contra Costa County:
(Signature / Printed Name)

TEAMSTERS, Local 856:
(Signature / Printed Name)

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**TENTATIVE AGREEMENT
TEAMSTERS, Local 856
SECTION 12 – Holidays**
Presented on: _____

SECTION 12 – HOLIDAYS

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

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

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

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

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TEAMSTERS, Local 856
SECTION 12 – Holidays
Presented on: _____**

service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

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

- D. Effective September 1, 2013, Safety classifications represented by Teamsters, Local 856 assigned to work in twenty-four (24) hour facilities will not accrue the two (2) hours per month of personal holiday credit referenced in Section 12.1.C., above.

- E. Effective September 1, 2013, employees in the safety classifications represented by Teamsters, Local 856 will not accrue the four (4) hours per month of personal holiday credit referenced in Section 12.1.B., above, but will accrue two (2) hours per month of personal holiday credit. Such personal holiday credit may be taken in increments of one (1) minute, and preference for the use of personal holiday credit shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

Date: _____

Contra Costa County:
(Signature / Printed Name)

TEAMSTERS, Local 856:
(Signature / Printed Name)

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**TENTATIVE AGREEMENT
TEAMSTERS, Local 856
SECTION 13.3 – Vacation Accrual Rates
Presented on: _____**

SECTION 13 – VACATION LEAVE

[Subsections 13.1 and 13.2 remain unchanged.]

13.3 Vacation Accrual Rates.

A. Vacation Accruals for General Services Maintenance Unit. For employees hired into a class in the General Services & Maintenance Unit the rates at which vacation credits accrue, and the maximum accumulation thereof, are as follows:

<u>Length of Service</u>	Monthly Accrual <u>Hours</u>	Maximum Cumulative <u>Hours</u>
Under 5 years	6-2/3	160
5 through 10 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

B. Vacation Accruals for Attendant LVN-Aide Unit and Health Services Unit. The following vacation accruals are for employees in the Attendant LVN-Aide Unit and Health Services Unit:

<u>Length of Service</u>	Monthly Accrual <u>Hours</u>	Maximum Cumulative <u>Hours</u>
Under 15 years	10	240
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

C. Vacation Requests – Attendant LVN-Aide Unit ONLY. Vacation for employees in the Hospital and Clinic Divisions Hospital Nursing Service (including the Detention Facilities) and Ambulatory Care Nursing Services shall be scheduled on an annual cycle, April 1 through March 31.

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Employees must submit their written vacation request by March 1st of each year. The hospital will post a schedule of vacations by April 1st of each year. Approval of time off is contingent upon sufficient accruals being available at the time vacation is taken. Accruals for the purpose of granting vacation leave shall include accrued vacation hours pursuant to this Section 13 and personal holiday hours accrued pursuant to Section 12- Holidays.

Normally, only one employee per classification from each worksite and shift may receive vacation at the same time; however, management may approve more than one employee per classification based upon operational needs. In case of conflict, the employee with the greater length of service in their classification will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted.

Vacation requests submitted after March 1st shall be considered on a first come basis and shall be subject to staffing availability.

An employee voluntarily changing worksite or shift after March 1st must resubmit a vacation request for consideration on a first come basis.

Vacations which include major holidays, Thanksgiving, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.

- D. Vacation Requests – Community Health Workers I/II (CHW I/II) and Community Health Worker Specialists (CHWS) ONLY. Vacations for Community Health Workers I/II (CHW I/II) and Community Health Worker Specialists (CHWS) shall be scheduled on an annual cycle, April 1st through March 31st. Employees must submit their written vacation requests by February 1st of each year. Administration in each program or office will post a schedule of vacations by March 1st of each year.

At least one CHW or CHWS from each office or program will receive scheduled absences, including continuing education and vacation, at any given time. With supervisor's approval, additional time off requests may be granted, based on staffing and caseload. The employee with the greater length of service in the Community Health Worker Series will receive the requested vacation time. Less senior employees will be given the opportunity to request a different time before the annual schedule is posted and will be approved on a first come basis. In the event of a tie on the date of submission, seniority in the classification or series will serve as

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the tie breaker Absences for sick leave, disability and regular days off will not be counted as scheduled absences.

An approved vacation will not be unilaterally canceled.

An employee voluntarily changing work position or assignment between programs or regional offices after March 1st must resubmit a vacation request for consideration on a first come basis.

Vacations which include major holidays, Thanksgiving, Christmas and New Year's Day shall be rotated amongst staff rather than determined by seniority.

E. Vacation Accrual Increases for Employees Hired on and before June 30, 2009:

Employees with a first of the month Service Award Date: Each employee with a Service Award Date that is on the first day of a month is eligible to accrue increased vacation hours on his/her Service Award Date.

Example:

1. The employee's Service Award Date is January 1, 1988.
2. The employee reaches 20 years of service on January 1, 2008.
3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

Employees NOT with a first of the month Service Award Date: Each employee whose Service Award Date is NOT on the first day of a month is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

Example Two:

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.

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3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
 4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

F. Vacation Accrual Increases for Employees Hired on and after July 1, 2009:

Each employee hired on and after July 1, 2009 is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

Example One:

1. The employee's Service Award Date is January 1, 1988.
2. The employee reached 20 years of service on January 1, 2008.
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008, pay warrant.

Example Two:

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.

- G. Service Award Date Defined:** An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

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**TENTATIVE AGREEMENT
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SECTION 26 – Bilingual Pay
Presented on: _____**

SECTION 26 – BILINGUAL PAY

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

Date: _____

Contra Costa County:
(Signature / Printed Name)

TEAMSTERS, Local 856:
(Signature / Printed Name)

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Presented on: _____**

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**TENTATIVE AGREEMENT
TEAMSTERS, Local 856
Section 4 – Shop Stewards
Presented on: _____**

SECTION 4 - SHOP STEWARDS & OFFICIAL REPRESENTATIVES

4.1 Attendance at Meetings. Employees designated as shop stewards or official representatives of the Union shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

- A. If their attendance is required by the County at a specific meeting, including meetings of the Board of Supervisors.
- B. If their attendance is sought by a hearing body or presentation of testimony or other reasons.
- C. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 25 - Grievance Procedure of this MOU.
- D. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties.
- E. If they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate department head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required, including meetings of the Board of Supervisors and Retirement Board where items which are within the scope of representation and involving Teamsters, Local 856 are to be discussed.
- F. Shop stewards and union officials shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in union business. All arrangements for release time shall include the location, the estimated time needed and the general nature of the union business involved (e.g. grievance meeting, Skelly hearing).

4.2 Union-Sponsored Training Programs. The County shall provide a maximum of three hundred twenty (320) hours per year of release time for union designated stewards or officers to attend union-sponsored training programs.

**TENTATIVE AGREEMENT
TEAMSTERS, Local 856
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Requests for release time shall be provided in writing to the Employee Relations Officer or his/her designee at least fifteen (15) days in advance of the time requested. Department Heads will reasonably consider each request and notify the affected employee whether such request is approved within one (1) week of receipt.

4.3 Union Representatives. Official representatives of the Union shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Employee Relations Officer or his/her designee or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed the below specified limits without prior approval of the Employee Relations Officer, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

Attendant-LVN-Aide	23
General Services and Maintenance	6
Health Services	6

Date: _____

Contra Costa County:
(Signature / Printed Name)

TEAMSTERS, Local 856:
(Signature / Printed Name)

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