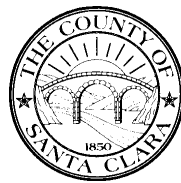


MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF SANTA CLARA



AND

SANTA CLARA COUNTY

ENGINEERS AND ARCHITECTS ASSOCIATION

**(Affiliated with the International Federation of
Professionals & Technical Engineers (IFPTE) Local 21)**



DECEMBER 11, 2023 - NOVEMBER 22, 2026

Note: This version reflects non-substantive changes agreed to by both parties.

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PREAMBLE

This agreement, hereinafter referred to as the Agreement, entered into by the County of Santa Clara, hereinafter referred to as the County, and the Santa Clara County Engineers and Architects Association, IFPTE Local 21, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the County and the Union, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – GENERAL PROVISIONS

Section 1.1 – Recognition

The County recognizes Santa Clara County Engineers and Architects Association, IFPTE Local 21, as the exclusive bargaining representative for all classified and unclassified employees in coded classifications within the bargaining unit.

For the purpose of this Agreement, an employee shall be defined as a person employed in a coded classification in the bargaining unit covered by this Agreement.

Job Title - Job Code Listing	Job Code
Architectural Plans Examiner	L99
Associate Civil Engineer	L16
Associate Environmental Health and Safety Analyst	V5F
Associate Plan Check Engineer	L09
Assistant Civil Engineer	L18
Capital Projects Manager I	L69
Capital Projects Manager II	L68
Capital Projects Manager II - U	L6C
Capital Projects Manager III	L67
Capital Projects Manager III - U	L6B
Capital Projects Manager I - U	L6D
Engineering Geologist	L50
Environmental Health and Safety Compliance Specialist - SCVHHS	T47
Environmental Health and Safety Compliance Specialist - Water Systems Advisor	T46
Environmental Health and Safety Compliance Specialist - Roads and Airports	V56
Environmental Health and Safety Analyst	V5G
Environmental Health Geologist/Engineer	V2E
Environmental Health and Safety Compliance Specialist	V46
Junior Civil Engineer	L20
Land Surveyor	L17
Principal Safety & Environmental Compliance Specialist - FAF	V4D
Principal Civil Engineer - Roads and Airports	L24
Principal Development Services Engineer	L77
Principal Safety and Environmental Compliance Specialist	X4A
Senior Civil Engineer	L14
Senior Environmental Compliance Specialist	B34
Senior Facilities Engineer/Architect	L34
Senior Plan Check Engineer	L08
Senior Plan Check Engineer - U	Q80
Utilities Engineer/Program Manager	L48
Utility Program Analyst	L47

Section 1.2 – Discrimination Prohibited

The County and the Union agree that they shall not discriminate in any way on account of race, creed, color, religion, sex, national origin, political affiliation, age, disability, or sexual orientation except as provided by law. County agrees that no employee shall be discriminated against because of Union membership.

Section 1.3 - Union Security

- a) The County will deduct dues, initiation fees, political action funds, other contributions, and any special membership assessments, from an employee's salary or wages in reliance on certification from the Union. The Union will maintain a record of authorization, signed by the individual from whose salary or wages the deduction is to be made. The County will cancel or change dues deductions in reliance on information provided by the Union about whether deductions were properly canceled or changed.
- b) When the Union adjusts the level of contributions, provides notice of contributions from new employees, or provides notice of ceasing contributions, the Union shall provide written notice of the adjustment to the County by email. The County shall have two (2) pay periods following receipt of the notice to implement the changes.
- c) The Union's position is that it will maintain employees on its certification to the County regarding dues-deduction authorizations unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent such terms, by mailing a written revocation to the union that is postmarked during the thirty (30) day period immediately prior to the annual anniversary of the date on which the employee signed an authorization. The County takes no stance on the Union's position; consistent with the law, the County will rely on the Union's certification in order to process dues deductions.
- d) Fair Representation
It is recognized that the Union, as the exclusive representative of all unit members, is required to represent them fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Agreement or law.
- e) Financial Documentation
The Union shall within sixty (60) days after the end of each calendar year provide the County with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.
- f) No Fault
The Union agrees to indemnify, defend, and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Section or from complying with any demand hereunder.
- g) Dues and Deduction(s)
Dues and a written statement of the names and amounts deducted, shall be forwarded promptly to the Union's designated officer according to County procedures.

Section 1.4 - Bulletin Board Space

The County shall provide reasonable space on bulletin boards for official Union notices in departments where the Union represents employees.

Section 1.5 - Meeting Space

The County shall reasonably make available conference rooms and other meeting areas for the purpose

of holding Union meetings during off duty time periods. The Union shall provide timely advance notice of such meetings. The Union agrees to pay any additional costs of security, supervision, damage, and cleanup, and shall comply with County regulations for assignment and use of such facilities.

Section 1.6 - Interoffice Mail Service

The Union shall be allowed reasonable use of County interoffice mail service for distribution of non-controversial written material for the information of representatives and officers.

Section 1.7 - Union Access to Work Locations

Union officers and representatives shall be granted reasonable access to employee work locations, upon the consent of the department head or their designated representative, for the purpose of contacting members concerning business within the scope of representation provided such contact does not interfere with the employee's work. Solicitation for membership or other internal Union business shall not be conducted during work time.

Section 1.8 - Representatives

The County and the Union agree that good labor relations are fostered and maintained through prompt, decisive and fair adjustment of individual grievances at the lowest possible administrative level.

a) Number of Representatives

The Union will select three (3) representatives from the represented Unit. The Union shall provide a current list of representatives, regularly updated, to the County, showing employee name, classification, department, and work location. The County shall provide the Union with a copy of its current administrative instructions (if any) recognizing representatives designated by the Union.

b) Scope of Representation

An employee may be represented by a Union Representative at the appropriate step of the grievance procedure concerning a dispute as defined in Article 10, Section 10.1. An individual employee who is dissatisfied with their appraisal or quarterly progress summary may request a review from the next higher level of management. At this point, there shall be no further levels of review. Such right of representation does not include the initial discussion between the employee and the supervisor unless, however, there is just cause to believe that the initial discussion may result in disciplinary action against the employee.

c) Representatives Time Off

A representative or Union Officer shall be allowed reasonable time off with pay for the purposes herein above defined, subject to the concurrence of their department head or their designated representative. Such concurrence shall not be unreasonably withheld. Time off shall be prescheduled.

Section 1.9 - Negotiating Committee

The committee authorized by the Union to consult, meet and confer, or negotiate collectively, shall consist of a reasonable number of representatives, no more than three (3) of which may be paid County employees. Employee members of the committee will be paid by the County for the time spent in negotiations with management, for straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held at a time and place mutually acceptable to all parties.

Section 1.10 - Employee Notification of Representation

Employee transaction data currently available on the system shall, upon request, be forwarded to the Union no more than two (2) times per contract year.

Section 1.11 - Distribution of Information

a) State of California Workers' Compensation Information

The County shall distribute literature to each new employee clearly describing the rights and benefits of all represented employees under State of California Workers' Compensation laws.

b) Union Information

The County agrees reasonably to make available to each new employee within the representation unit a link to an electronic version of this agreement.

c) Printing of Agreement

Each party agrees to bear the cost of printing and/or reproduction of this agreement for this agreement for their use. It is agreed that the contract will be made available no more than sixty (60) days after final agreement on all language.

ARTICLE 2 - PERSONNEL ACTIONS

Section 2.1 - Probation

Each new employee shall serve a probationary period of nine (9) months. The nine (9) month probationary period shall be calculated by pay periods. An employee's probationary ending date shall be counted as nine (9) calendar months moved to the start of the next pay period. Upon successful completion of such probationary period, the employee shall be deemed a permanent employee. A leave of absence without pay shall not be credited toward completion of the employee's probationary period.

Section 2.2 - Personnel Files

a) General Provision

An employee will be informed of and provided with a copy of all non-routine entries into their personnel file.

b) Employee Right of Inspection

An employee shall be permitted at any time during regular office hours to inspect their personnel file. Should any copies of any material contained in the file be requested by the employee, the first copy of each item requested shall be furnished the employee at no cost to the employee. The employee may also authorize, in writing, the Union representative to inspect their personnel file.

c) Disciplinary Actions

Suspensions, demotions, and dismissals which have become final shall not be removed from the personnel file.

d) Confidentiality

Materials in personnel files shall be regarded as confidential and disclosed only in accordance with provisions of law.

Section 2.3 – Disciplinary Action

The County may take disciplinary action for cause against any permanent employee by suspension, demotion, or discharge by notifying the employee in writing prior to the disciplinary action becoming effective. Such employee shall be given either five (5) days' notice of termination or five (5) days' pay, except where circumstances require immediate action. The notice shall be included in the employee's personnel file and a copy sent to the Union and shall include:

a) Statement of the nature of the disciplinary action.

b) Effective date of the action.

c) Statement of the cause thereof.

d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.

- e) Statement advising the employee of the right to appeal from such action and the right to Union representation.

Section 2.4 - Unfavorable Reports

When necessary, an unfavorable report shall be prepared in duplicate by the supervisor and reviewed with the employee. The factual content of unfavorable reports is grievable.

Unfavorable Reports over two (2) years old may be removed from an employee's file, upon the employee's written request, provided that no additional unfavorable report has been issued during the intervening two year period, except those involving charges as listed in County of Santa Clara Ordinance Code Division A25, Section A25-301(a)(4) Brutality in the performance of duties and A25-301(b)(2) Guilty of immoral conduct or a criminal act.

Section 2.5 - Return to Former Class

As an alternative to appointment from any employment list, any current permanent employee, upon recommendation of the appointing authority and approval by the Director of Personnel, may be appointed without further examination to a position in any class in which permanent status had formerly been acquired, or to any related class on a comparable level with the former class.

Section 2.6 - Unclassified Appointment

No employee, while holding a position in the unclassified service, shall be assigned to or occupy any classified position.

Section 2.7 - Rights Upon Promotion or Upon Transfer to Classified or Unclassified Service

Any permanent employee who receives a provisional or probationary promotion, or who transferred or promoted to a position in the Unclassified Service shall retain all rights and benefits as a permanent employee of their former class while in such provisional, probationary, or Unclassified status. These include the right to participate in promotional examinations and the right to return to their former class if released while in such status. All such service shall count toward seniority credits in the employee's former class in the event the layoff procedure is involved.

Any permanent employee who receives a provisional promotion, or who is transferred or promoted to a position in the Unclassified Service, the duration of which is known to be for less than six (6) months, shall be considered to be on leave from their permanent position and departments/agencies are authorized to make substitute appointments to such vacated positions.

Section 2.8 - Lateral Transfer

When making a lateral transfer to a related class, an application review by the Personnel Director shall be deemed an appropriate qualifying examination in instances where a qualifying examination is required.

Section 2.9 - Performance Appraisal Program

The program covers all bargaining unit employees represented by the Union. It is agreed that the performance appraisals will not be used by the County, the bargaining unit employee or the Union in the disciplinary process or for the purpose of transfers or for the purpose of promotions or demotions. The guidelines and procedures for the enforcement of this section shall be found in Appendix (B) of this agreement.

Section 2.10 - Career Ladder

The Union represented employees in the Junior Civil Engineer (L20) and Assistant Civil Engineer (L18) classifications, in an alternatively staffed position, may be promoted to the next higher class, upon meeting the employment standards and receiving a favorable promotional rating form.

ARTICLE 3 - PAY PRACTICES

Section 3.1 – Salaries

- a) Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all salaries shall be increased by five percent (5.00%) and shall be listed in the appendices attached hereto and made a part hereof.
- b) Effective June 24, 2024, Pay Period 24/14, all salaries shall be increased by four percent (4.00%) and shall be listed in the appendices attached hereto and made a part hereof.
- c) Effective September 1, 2025, Pay Period 25/19, all salaries shall be increased by four percent (4.00%) and shall be listed in the appendices attached hereto and made a part hereof.
 - 1) In cases where it is difficult to secure qualified personnel or a person of unusual qualifications, the Director, with the approval of the County Executive, may approve appointment at the second or third step, and with the approval of the Board of Supervisors at the fourth or fifth step.
 - 2) The second step shall be paid after the accumulation of six (6) months of competent service at that first step.
 - 3) The third step shall be paid after the accumulation of twelve (12) months of competent service at the second step.
 - 4) The fourth step shall be paid after the accumulation of twelve (12) months of competent service at the third step.
 - 5) The fifth step shall be paid after the accumulation of twelve (12) months of competent service at the fourth step.
 - 6) Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

Section 3.2 - Effect of Promotion, Demotion or Transfer on Salaries

- a) Upon promotion, an employee's salary shall be adjusted as follows:
 - 1) For a promotion of less than ten percent (10%), the salary shall be adjusted to the step in the new range which provides for a corresponding percentage increase salary.
 - 2) For a promotion of ten percent (10%) or more, the salary shall be adjusted to the step in the new range which provides for ten percent (10%) increase in salary, or to the first step in the new range, whichever is greater.

- b) Notwithstanding the provisions of Section 3.1, upon demotion of an employee with permanent status in their current class, the employee's salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.
- c) Upon transfer, the salary shall remain unchanged.
- d) Notwithstanding the provisions of Section 3.1, no salary adjustment upon promotion, demotion, or transfer shall effect a loss of time acquired in the former salary step, and such time as was required in the former salary step shall be included in computing the accumulation of the required months of service for eligibility of the employee for further salary increases.
- e) In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, the salary of the employee shall be placed at the step in the salary range which corresponds most closely to the salary received by the employee as of the time of injury. In the event that such voluntary demotion would result in a salary loss of more than ten percent (10%), the employee's new salary shall be set at the rate closest to, but not less than ten percent (10%) below the employee's salary as of the time of injury.

Section 3.3 – Part-Time Salaries

a) Salary Ranges

The salary ranges provided in the attached appendices are for full-time service in full-time positions and are expressed in dollars per the number of working days in a bi-weekly pay period.

If any position is established on any other time basis, the compensation for such position shall be adjusted proportionately.

b) Benefits

Employees filling part-time positions of half time shall receive all other benefits of this Agreement except for the benefit package of the health, dental and life insurance. If the employee elects to be covered by the County provided benefit package of the health, dental or life insurance plans, the employee shall authorize a payroll deduction for one-half of the County contribution to such plans.

Section 3.4 - Temporary Assignment

When an employee is assigned and performs additional higher-level duties during the temporary absence of an incumbent, they shall receive a differential consistent with the promotional pay procedure as set forth in Article 3.2. Such payment shall only apply where the assignment is made for a period of three (3) consecutive working days or more. When such pay for higher level duties is appropriate under these terms and conditions, it will commence on the first day of the assignment and continue throughout the duration thereof. Application of this provision may be extended to vacant positions only upon concurrence of the County Executive. The differential shall not be paid when the employee who is assigned is absent due to sick leave or vacation. An employee assigned work out of classification shall receive pay for holidays when employee is assigned work out of classification the day prior to and following the holiday.

Section 3.5 - Automatic Check Deposit

All employees hired after the effective date of this agreement shall be paid by automatic check deposit.

Section 3.6 - Bilingual

SCEEAA represented employees shall be eligible for bilingual pay in accordance with the County's Ordinance on Bilingual Pay.

Section 3.7 – Specialized Certifications and Enhancements

a) Structural Engineer (SE) Certification

When assigned by the appointing authority in the Department for Roads and Airports, up to one (1) Associate Civil Engineer and one (1) Senior Civil Engineer, may receive a five (5%) percent increase above their current step level for obtaining the State of California Structural Engineer Certification.

b) Certified Access Specialist (CASp) Certification and Structural Engineer (SE) Certification

When assigned by the appointing authority in the Department of Planning and Development, up to a total of seven (7) employees, in any combination of the following classifications, may receive a five (5%) percent increase above their current step level for obtaining the Certified Access Specialist Certification (CASp) or Structural Engineer Certification:

- 1) Plan Check Engineers series,
- 2) Architectural Plans Examiner; and,
- 3) Principal Development Services Engineer.

c) FEMA Certified Floodplain Manager (CFM)

When assigned the full range of responsibilities by the appointing authority, up to one (1) employee in the Department of Planning and Development, may receive a five (5%) percent increase above their current step level for obtaining and maintaining the Federal Emergency Management Agency's Floodplain Manager Certification.

d) To ensure equitable distribution of pay enhancement for the 5% increase in the Department of Planning and Development, the following applies:

- a) An employee who obtains more than one certification in SE, CASp, or CFM, as part of their individual professional development, may only receive one five (5%) percent increase above their current step level.
- b) Performance of the employee shall be evaluated by immediate supervisor and if satisfactory, shall be approved by the Director of Planning and Development department and/or Designee.
- c) The employee has demonstrated the ability and willingness to take a lead role and apply the SE, CASp, or CFM. Certificate pay enhancement shall continue as long as the employee is willing to take a lead role and apply the SE, CASp, or CFM.

e) The County and the Union may mutually reopen this section solely to consider the option of increasing the number of employee(s) who may receive the Specialized Certification pay. The County and the Union agree that no implementation shall occur except upon mutual agreement.

Section 3.8 Classification Study

Employees may request a classification study during the month of March, or such time as designated by the Director of Personnel (“Director”), but in any event no less than one (1) consecutive month per calendar year. Requests shall be submitted to Employee Services Agency - Human Resources (ESA-HR) on the authorized request form.

A Committee, made up of representatives from ESA-HR and the Union, will meet annually one (1) month after the close of the window to determine which submitted request will be accepted to be studied, which requests will be placed in deferred status, and which requests will be denied. The Committee will base their consideration on a number of factors, which may include classification levels, compensation, compaction, recruitment or retention difficulties, fiscal impact, and new responsibilities assigned but not covered on existing job specifications. The Committee will finalize the list and the scope of each study (i.e., full classification study, job specification revision, salary review, etc.) within three (3) months after the first meeting. The maximum number of requests accepted by the Committee for study shall be one (1) per year and HR may accept a second study at its discretion, but upon completion of the accepted study, ESA-HR may continue to work on studies in the deferred status. Requests in the deferred status not initiated for study by ESA-HR before the next window may be considered by the Committee without requiring a new request, however, an updated Position Classification Questionnaire (PCQ) and job application may be requested.

If the request is incomplete, ESA-HR will notify the worker to complete the request, along with a due date for completing the request.

Employees who are under study shall not be permitted to submit a request. Employees whose classification study was denied shall not be permitted to request another classification study until one additional window has passed.

If the study is denied, the worker may appeal to the Director. The appeal shall be submitted in writing within ten (10) working days of the receipt of the denial. The Director shall determine the procedure of the appeal. ESA-HR shall provide the Union with the list of the appeal decisions.

ESA-HR will notify employee of the status of their request (i.e., accepted, deferred, or denied), including those accepted on appeal, the expected completion date, and the scope where appropriate.

If ESA-HR determines some assigned duties fall outside of the employee’s classification, ESA-HR will notify the appointing authority to remove such duties within ten (10) working days of that determination.

Any duties performed at a higher-level while receiving work-out-of-class pay will not be considered.

If a study is accepted or approved on appeal, the completed study shall be posted to the Union as soon as it’s available, but no later than twelve (12) months after the date of acceptance or favorable appeal determination, unless otherwise agreed to by both parties.

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If it is recommended that the employee be reclassified, all Merit System Rules that apply to regular classification studies, such as test requirements, meeting the employment standards, serving a new probation period, etc. shall apply.

This section shall be effective for the term of the current Memorandum of Agreement and shall expire on November 22, 2026. Once expired, this section shall be eliminated from any successor Memorandum of Agreement.

ARTICLE 4 - HOLIDAYS

Section 4.1 - Legal Holidays

The following shall be observed as legal holidays:

All previous informal time off practices are eliminated and unauthorized.

- a) January 1st
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February
- d) March 31st (Cesar Chavez Day)
- e) Last Monday in May
- f) Juneteenth
- g) July 4th
- h) First Monday in September
- i) Second Monday in October
- j) Veteran's Day to be observed on the date State of California employees observe the holiday
- k) Fourth Thursday in November (Thanksgiving Day)
- l) The Friday following Thanksgiving Day (Day after Thanksgiving)
- m) December 25th
- n) Other such holidays as may be designated by the Board of Supervisors

Section 4.2 - Observance

Employees shall enjoy the same number of holidays, regardless of variations in work weeks. Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturdays shall be observed on the preceding Friday.

Holidays which fall during a vacation period or when a worker is absent because of illness shall not be charged against the employee's vacation or sick leave balance. When the County holidays fall on an employee's scheduled day off, the day shall be added to the employee's vacation balance.

ARTICLE 5 – SCHEDULED TIME OFF PROGRAM (STOP)

Section 5.1 - Creation of Scheduled Time Off Bank

Each employee's existing vacation (which includes the birthday holiday), and personal leave balances accrued as of the effective date of this program have been consolidated into the employee's Scheduled Time Off Bank.

Section 5.2 - Paid Time Off Accrual

Each employee shall be entitled to annual Scheduled Time Off. Scheduled time off is earned on an hourly basis. For purposes of this section, a day is defined as eight (8) work hours. The accrual schedule shall be as follows:

SERVICE YEARS & WORKDAY EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORKDAYS	HOURLY ACCRUAL FACTOR PER PAY PERIOD
1st year 1 st through 261 days	19	5.846
2nd through 4th year 262 through 1,044 days	21	6.461
5th through 9th year 1,045 through 2,349 days	25	7.692
10th through 14th year 2,350 through 3,654 days	27	8.307
15th through 19th year 3,655 through 4,959 days	29	8.923
20th and thereafter 4,960 days	31	9.538

Section 5.3 - Pre-Scheduled Usage

Scheduled Time Off may be used for any lawful purpose by the employees; the time requested shall require the approval of management with due consideration of employee convenience and administrative requirements.

Section 5.4 - Scheduled Time Off Carry Over

In the event the employee does not take all the Scheduled Time Off to which entitled in the succeeding twenty-six (26) pay periods, the employee shall be allowed to carry over the unused portion, provided that the employee may not accumulate more than three (3) years' earnings except:

- a) When absent on full salary due to work-related compensation injury which prevents the employee reducing credits to the maximum allowable amount, or
- b) In the case of inability to take paid time off because of extreme emergency, such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive.

Section 5.5 - Scheduled Time Off Pay-Off

Upon termination of employment an employee shall be paid the monetary value of the earned Scheduled Time Off balance as of the actual date of termination of employment.

Section 5.6 - Employee's Exit from Scheduled Time Off Program

In the event that an employee covered by this section ceases to be covered by this section, the employee shall revert back to Ordinance Section A25-693 "Vacations", A25-688 "Bereavement Leave", A25-694 "Sick Leave" and A25-664 "Holidays", or superseded agreement with a recognized employee organization. Any balance of scheduled time off shall be reconverted to vacation leave, and any paid time off accumulated over an amount allowed without reference to this section shall be credited as compensating time off which must be used within one (1) year. Any balance in the Sick Leave Bank shall be converted to Sick Leave.

Section 5.7 - Scheduled Time Off Cash-Out

Employees may request to cash out up to eighty (80) STO hours during the calendar year, paid out at the employee's current pay rate exclusive of any premium pays or differentials, but to do so, employees must make an irrevocable election on a form provided by the County in November of the preceding calendar year of the number of hours to cash out in the upcoming calendar year. An employee's failure to elect a specific cash out amount in November for the following year shall preclude the employee from cashing out any STO hours. Employees may elect to receive payment of the elected hours at any time during the calendar year for which the election was made. Hours that have been elected for cash out, that remain uncashed, will be cashed out to the employee by the Controller's Office in pay period 25 of the payroll calendar year.

ARTICLE 6 - SICK LEAVE BANK

Section 6.1 - Creation of Sick Leave Bank

Each employee's existing accrued sick leave balance as of the effective date of this program has been placed in the employee's sick leave bank.

Section 6.2 - Sick Leave Bank Accrual

Each employee shall be entitled to use sick leave. Such leave shall be earned on an hourly basis and computed at the rate of sixty-four (64) hours per year and may be accrued without limitation. The accrual factor per full pay period is 2.462 hours.

Section 6.3 - Usage

Prior Contract History: Four days (32 hours) of sick leave were converted into the STO accrual leaving employees to accrue 8 days (64 hours) of sick leave instead of 12 days (96 hours). These additional four days of STO were integrated into the STO yearly accrual rate.

Section 6.4 - Doctor's Notes

Request for sick leave with pay in excess of three (3) consecutive working days must be supported by a statement from an accredited physician. Management may require such a supporting statement for absences less than three (3) days if there is reasonable suspicion of abuse.

Section 6.5 - Bereavement Leave

Leaves of absence with pay shall be granted employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the child, parent, sibling, grandparent, grandchild, spouse, domestic partner, parent-in-law, stepparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, any person living in the immediate household of the worker, and any other family member for whom bereavement leave is required by law. Up to five (5) days with pay shall be granted. The first two (2) days shall not be charged to any employee bank. If necessary, the third, fourth and fifth days shall be charged to the sick leave bank. Up to an additional three (3) days, two of which are chargeable to sick leave and the third day not charged to any accumulated balance, is authorized if out-of-state travel is required.

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Section 6.6 - Sick Leave Bank Pay Off

Upon death, retirement or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate.

<u>Days of Service</u>	<u>% Paid at</u>
0 through 2610	0%
2611 " 2871	20%
2872 " 3132	22%
3133 " 3393	24%
3394 " 3654	26%
3655 " 3915	28%
3916 " 4176	30%
4177 " 4437	32%
4438 " 4698	34%
4699 " 4959	36%
4960 " 5220	38%
5221 " 5481	40%
5482 " 5742	42%
5743 " 6003	44%
6004 " 6264	46%
6265 " 6525	48%
6526 " accumulation	50%

Section 6.7 - Reinstatement Pay Back

Employees receiving a sick leave bank payoff in accordance with Section 6.6 may, if reinstated within one (1) year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made prior to reinstatement.

ARTICLE 7 - LEAVE PROVISIONS

Section 7.1 - Compulsory Leave

- a) Employees laid off in accordance with the provisions regarding layoff in this contract shall be considered to be on compulsory leave of absence without pay from their department for a period not to exceed two (2) years.
- b) If any non-probationary employee is required by the appointing authority to take a fitness for duty examination not connected with pre-existing or existing industrial injury to determine if they are incapacitated for work, the following provisions will apply and will be given to the employee in writing:
 - 1) Before making a decision, the physician designated by the appointing authority will consult with the employee's personal physician and will advise them of this procedure.
 - 2) If the employee's personal physician agrees with the decision of the physician designated by the appointing authority, the decision is final.
 - 3) If the physicians disagree, and the employee so requests, they will select a third physician whose determination will be final. Cost for such examination by the selected physician will be equally shared by the employee and the appointing authority.
 - 4) If the County requires the employee to leave work during this period, the employee will be placed on paid leave pending the result of the fitness for duty examination without the requirement to use any leave balances.

Section 7.2 - Military Leave

- a) The provisions of the Military and Veterans' Code of the State of California and the County Ordinance Code shall govern the military leave of employees of the County of Santa Clara.
- b) Any regular or provisional employee shall be allowed time off with no loss in pay for the time required to receive a physical examination or reexamination as ordered by provisions of a national conscription act or by any branch of the national or state military services.

Section 7.3 - Leave Without Pay

- a) Leaves of absence without pay may be granted to employees up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided adequate advance notice is given. If an employee wishes to return to work early from a leave of absence, they shall provide reasonable advance notice to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances.

Leaves may be granted for the following reasons:

- 1) Illness beyond that covered by sick leave.
 - 2) Education or training which will benefit the County.
 - 3) Other personal reasons, which do not cause inconvenience on the department.
 - 4) To accept other governmental agency employment, or to accept employment with the Union.
- b) A leave may be revoked by the Director of Personnel upon evidence that the cause for granting it was misrepresented or has ceased to exist.
- c) An employee may request to take STO or leave without pay for an authorized absence. The employee must notify the department of their request and receive department approval to use leave without pay prior to payroll action, otherwise STO time will be used. The department may assign leave without pay for an unauthorized absence.
- d) Failure of an employee to report for three (3) or more consecutive working days for assigned duties without notification to the department and without legitimate reasons for absence will be considered job abandonment and will be recorded as a voluntary resignation. Discipline may be imposed for such absences of less than three days.
- e) Family leaves of more than six (6) months, leaves of absences of more than thirty (30) calendar days, and suspensions shall not be counted as time spent in a salary step in computing eligibility of the employee for further salary increases.

Section 7.4 - Parental Leave

Paid and/or unpaid leaves of absence may be granted by the County as designated in the County Leave of Absence Policy and/or County Ordinance. The Leave of Absence Policy provides information related to paid and/or unpaid leaves of absence, including leaves provided by Federal or State law, and provides eligibility requirements, guidelines, and procedures for paid and/or unpaid leaves of absence. Leaves provided by Federal or State law are not subject to the grievance procedure of this agreement.

Upon request, family leave, with or without pay, shall be granted to attend the serious health condition of a family member in accordance with the Family and Medical Leave Act, California Family Rights Act, and the County's Leave of Absence Policy, and/or County ordinance for a period of up to six (6) months.

Section 7.5 - Leaves to Perform Jury Duty

a) Response to Summons

An employee shall be allowed to take leave from their County duties without loss of wages, vacation time, sick leave or employee benefits for the purpose of responding to summons to jury selection or serving on a jury for which they have been selected, subject to the limitation that an employee shall receive paid leave to serve on a jury for which they have been selected not more than once during a calendar year and provided that they execute a written waiver of all compensation other than the mileage allowance, for which they would otherwise receive compensation by virtue of their performance of such jury duty. No employee shall be paid more than their regular shift pay, or regular workweek pay, as a result of jury duty service. The employee is required to notify their appointing authority when they receive a jury summons when their jury service is completed.

b) Jury Duty

Nothing in this Section shall prevent any County employee from serving on a jury more than once per calendar year, provided, however, that such additional periods of absence from regular County duties as a result thereof shall be charged, at the option of such employee, to either accrued vacation time or leave without pay.

Section 7.6 - Response to Subpoena

No employee shall suffer a loss of wages or benefits in responding to a subpoena to testify in court if the employee is not a party to the litigation.

Section 7.7 - Educational Leave and Tuition Reimbursement

Actions taken under this Section shall be according to the County's Education Reimbursement Program (ERP) that is administered by the Finance Agency's Controller-Treasurer Department. Total reimbursement for each employee participating in the Program will not exceed \$1000.00 per fiscal year.

Time off to participate in courses during scheduled work hours must be approved by the Department head or Designee before payment is granted. Employees must submit required documentation to the ERP for reimbursement.

Section 7.8 - Professional Development Fund

The County will fund, on a matching basis, up to \$3,000.00 for individual professional development and for education. This amount is over and above the Education Reimbursement Program of the County and the departmental programs as presently funded/budgeted. Matching for expenses shall be on a 50/50 basis.

Time off to participate in programs during scheduled work hours must be approved by the Department head or Designee before payment is granted. Employees must submit required documentation to the ERP for reimbursement.

The following are eligible under the Program for consideration by a Department head:

- Registration for video/Internet conference events, professional books included course and non-course related to the professional development of the represented employees in the bargaining unit.
- Books, on-line courses and materials, literature, tapes, and videos (study guides and manuals) for the "Engineers-In- Training" examination, including the examination and registration fees. Professional Engineer examination, and other professional certification programs for engineers.
- Examination and Registration fees connected to the Architect Registration Examinations (ARE), California Licensed Architect, California Supplemental Examination (CSE), NCARB Registration and required continuing education, and other professional certification programs.
- Membership for one (1) professional organization.
- The County and the Union may request to meet and confer during the life of the contract for the purpose of integrating new certifications and programs eligible under the Professional Development Fund.

For questions about submitting required documentation for reimbursement, employees may contact the County's Education Reimbursement Program that is administered by the Finance Agency's Controller-Treasurer Department.

Section 7.9 - Registration

The County agrees to provide payment on a reimbursement basis of professional registration fees for represented employees at and above the Assistant level.

Section 7.10 - Meal Reimbursement - County Business Travel

Authorization for travel, including reimbursement for travel and meal expenses and payment for out-of-County business shall be in accordance with the County of Santa Clara Ordinance Code Division A31, Sections A31-1 through A31-11.

Section 7.11 - Administrative Leave

Employees represented in this Agreement are designated by the County as “exempt” employees under the Fair Labor Standards Act (FLSA). Salaried employees are expected to work the number of hours necessary to fulfill the duties of the position without overtime pay. Depending on the circumstances, represented employees may work more or less than forty hours in any particular week.

In recognition of the above, represented employees may be granted time off without charge to any leave bank under “administrative leave” if the manager determines that the service delivery and performance of job functions will not be impaired because of the absences from work. Such time off should not be calculated on an hour-for-hour basis in relation to excess hours worked.

Administrative time off must be:

- Scheduled in advance when possible
- Approved as administrative leave by the manager and
- Normally taken in increments of less than one day.

An employee does not need to state a reason for requesting the time off. Either it is or is not appropriate to grant the time off under the circumstances outlined above. An employee can make the request and use the administrative time off for any purpose without the necessity to state a reason.

For a full day’s absence under “administrative leave,” an executive manager’s approval is required. Approved requests should be maintained for periodic audit by the Internal Audit Division. While discretionary for less than a full day’s absence, full day increments of administrative leave must be reported in the payroll system. Absences of less than a full day may be approved by the employee’s immediate manager.

Section 7.11 - Alternate Work Schedules

- a) The County shall provide alternate work schedules in accordance with the County of Santa Clara Alternate Work Schedules Policy for SCCEAA represented classifications. The Local 21 Alternate Work Schedules Policy, dated 9/12/13, may be found online at: on the County intranet site.
- b) An employee may request to meet with the Department Head or Designee to discuss the reason for denial of the Alternate Work Schedule request. This meeting shall occur within a reasonable period of time following the denial of the request. Employees may request union representation in such meetings.

- c) This section is not subject to the grievance procedure.

Section 7.12 – Telework

- a) The County shall provide telework opportunities in accordance with the County of Santa Clara Telework Policy for SCCEAA represented classifications. The SCCEAA Local 21 Alternate Work Schedules Policy, dated 9/12/13, may be found online on the County intranet site.
- b) An employee may request to meet with the Department Head or Designee to discuss the reason for denial of the Telework request. This meeting shall occur within a reasonable period of time following the denial of the request. Employees may request union representation in such meetings.
- c) This section is not subject to the grievance procedure.

ARTICLE 8 - BENEFIT PROGRAMS

Section 8.1 - Workers' Compensation

a) Eligibility

Every employee shall be entitled to industrial injury leave when the employee is unable to perform services by reason of any injury as defined in the Workers' Compensation Act.

b) Compensation

An employee who is disabled as a result of an industrial injury shall be placed on leave, using as much of their accumulated compensatory time, accrued sick leave, and vacation time as when added to any disability indemnity payable under the Workers' Compensation Act will result in a payment to the employee of not more than their full salary unless at the time of filing of the Supervisory Report of Injury the employee indicates on a form provided by the supervisor that the employee does not want such integration of payments to take place. This choice shall be binding for the entire period of each disability.

c) Clothing Claims

Loss of, or damage to, employee's clothing resulting from an industrial injury which requires medical treatment will be replaced by the County through the following procedure:

Employee Services Agency (ESA) Insurance will review and make determinations on all such incidents as submitted in writing by the employee. Reimbursement will be limited to the lesser of:

- 75% of proven replacement cost, or
- Repair cost
- Both of the above are limited to a \$50.00 maximum.

Section 8.2 – Personal Protective Equipment (PPE)

SCCEAA represented employees shall be provided with Personal Protective Equipment (e.g., eye/head/hearing protection, safety vests, and safety shoes) in accordance with the California Occupational Safety & Health Administration (CAL-OSHA) requirements. SCCEAA represented employees designated and trained as Continuing Operations of Plan (COOP) shall be provided with PPE in case of natural disaster event.

Determinations of classifications eligible for County approved safety shoes shall be made by review/approval by the Agency/Department Head. Employees may appeal denials through the County-wide Safety Committee. The decision of the Committee is final.

Section 8.3 - Insurance Premiums

a) Medical Insurance

Effective September 14, 2015, the County and covered employees shall share in the cost of medical plan premiums. The County, in order to provide one health plan where there is not premium sharing, shall continue to offer Valley Health Plan without premium sharing. The County will pay the cost of any premiums for “employee only” and the County portion of premiums on tiers with employee premium sharing that is not covered by the employees’ share of the premium. The employee share

per pay period shall be as follows:

Valley Health Plan (VHP) \$0 Employee only, \$0 Employee and Adult; \$0 Employee and child(ren),
\$0 Family.

Health Maintenance Organization (HMO) plan \$0 Employee only, \$11.16 Employee and child(ren), \$13.02 Employee and Adult, \$17.98 Family.

Point of Service (POS) Plan 0% Employee only, \$52.83 Family.

Effective September 12, 2016, for tiers with dependent coverage in the non-VHP HMO or the POS plan, the employee share of premiums shall increase by 10% of the increase in premiums for those tiers.

For County employees occupying permanent part-time positions who work a minimum of 40 hours per pay period, the County will pay a prorated portion of the medical plan premiums based upon the covered worker's standard hours.

The County shall reimburse each employee the difference between the employee paid portion for "employee only" or "employee with dependent coverage" tiers of the POS plan and the employee share of health insurance premiums listed in Section a) above for the period of June 23, 2014 through September 14, 2014.

The HMO plan design shall be:

\$10 co-payment for office visits,
\$35 co-payment for emergency room visits
\$5-\$10 co-payment for prescriptions (30 day-supply)
\$10-\$20 co-payment for prescriptions (100-day supply)
\$100 co-payment for hospital admissions. The Point of Service plan design shall be:

\$15/\$20/\$30 (Tiers 1/2/3) co-payment for office visits,
\$50/\$75/\$30% co-payment for emergency room visits
\$0/10%/30% (Tiers 1/2/3) co-payment hospital inpatient or outpatient
\$5/\$15/\$30 (generic/brand formulary) co-payment for prescriptions (30-day supply)
\$10/\$30/\$60 co-payment for prescriptions (90-day supply)

Hearing aid coverage shall be in all health plans.

Current providers under the HMO and POS plans can be found in the County's Employee Services Agency Benefits Guide on the County webpage.

Dual Coverage

Effective November 1, 1999, married couples and domestic partners who are both County

employees shall be eligible for coverage under one medical plan only with the County paying the full premium for dependent coverage. Married couples and domestic partners who are both County employees and had one dependent coverage and one single coverage will have the single coverage dropped effective November 1, 1999. If both employees have single coverage, one will be converted to dependent coverage. County couples are not eligible to participate in the Health Bonus Waiver Program.

Domestic Partners

The County will continue domestic partner coverage.

b) Dental Insurance

The County agrees to contribute the amount of the current monthly insurance premium for dental coverage to cover the employee and full dependent contribution. The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics: 75-25 - no deductible. \$2,000 maximum per patient per calendar year.
Orthodontics: 60-40 - no deductible. \$2,000 lifetime maximum per patient (no age limit).

The County will pick up inflationary costs for the term of this agreement.

The County will continue to provide an alternative dental plan. The current alternative Dental plan is Liberty Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

c) Life Insurance

The County agrees to continue the existing base group Life Insurance Plan of twenty- five thousand dollars (\$25,000) per employee.

d) Medical Premium Payments During Family Leave Without Pay, Medical Leave Without Pay and Industrial Injury Leave

The County will pay the medical premium subject to the applicable co-payments in this Section as follows:

- 1) For a worker on parental leave without pay or medical leave without pay, up to thirteen (13) pay periods of worker only coverage. A portion of the leave may include dependent coverage in accordance with the Family and Medical Leave Act, the California Family Rights Act, and the County's Family and Medical Leave Policy.
- 2) For a worker on family leave without pay, in accordance with the County's Family and Medical Leave Policy, up to twelve (12) weeks of dependent coverage.
- 3) Industrial injury: For the duration of the disability.

So long as the employee is in paid status during an industrial or medical leave, the employee paid medical dependent coverage (if any) will be deducted from the employee's paycheck. Once such sick leave or vacation is exhausted, the employee must make arrangements with Employee Services Agency to pre-pay the dependent coverage for the balance of the leave.

e) Vision Care

The County agrees to provide a Vision Care Plan for all employees and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/12/24 month intervals and with twenty-dollar (\$20.00) deductible for examinations and twenty-dollar (\$20.00) deductible for materials. The County will fully pay the monthly premium for the employee and dependents and pick up inflationary costs during the term of the Agreement.

f) County-wide Benefits

The parties agree that, during the term of this Agreement, County-wide changes in benefits, such as medical, dental, life insurance, holidays, vacation, sick leave, or retirement, shall be applied to employees in this unit.

g) High Deductible Health Plan (HDHP)

The parties agree to investigate the feasibility of adding by mutual agreement a High Deductible Health Plan (HDHP) with or without Health Savings Account (HSA) or Health Reimbursement Account (HRA) as an option to current health plans.

h) Upon request the parties agree to meet to discuss the possibility of modifying VHP into two separate plan designs.

i) No change shall be made under section g) or h) except by mutual agreement of the parties unless the change is implemented in accordance with the provisions of Section 8.2 f) County-wide Benefits.

Section 8.4 - Medical Benefits for Retirees

a) For Employees Hired on or after August 12, 1996:

The County shall contribute an amount equal to the cost of the lowest cost medical plan to the employees who have completed eight (8) years of continuous service completed immediately preceding retirement (2,088 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or the domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

b) For Employees Hired on or after June 19, 2006:

The County shall contribute an amount equal to the cost of the lowest cost medical plan for employees who have completed ten (10) years of continuous service completed immediately preceding retirement (2,610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over the age of sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or the domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage

after the death of the retiree.

c) For employees hired on or after November 24, 2014:

The County shall contribute an amount equal Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed fifteen (15) years of service (3915 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over the age of sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or the domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

Such years of service expressed in sections a), b) and c) above, must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.

d) Delayed Enrollment in Retiree Medical Plan

A retiree who otherwise meets the requirements for retiree only medical coverage under the Sections above may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period or within 30 days of a qualifying event after retirement.

Section 8.5 - Employee Contribution Toward Retiree Medical Obligation Unfunded Liability (OPEB)

Effective with the pay period beginning after the ratification of a new contract by the Board of Supervisors, for the term of this agreement, employees shall contribute \$15.00 on a biweekly basis. Such contributions are to be made on pre-tax basis and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post-employment benefits (OPEB) obligations and shall not be used for any other purpose.

Section 8.6 – PERS

a) PERS Classic Tier:

Eligible employees who are employed on or before December 31, 2012, shall be in the 2.5% at age 55 Retirement Plan described in the County's contract with PERS amended effective December 17, 2007, that includes a minimum retirement age of 50 years and final compensation calculated on the highest single year of pensionable compensation.

Employees who are hired on or after January 1, 2013, and who are not considered "new employees" and who are not considered "new members" of PERS, as defined in Government Code section 7522.04 shall be in the Miscellaneous retirement tier of 2.5% at age 55.

In accordance with §20636, Subsection (c) (4) of the California Public Employees Retirement Law, the County and the Santa Clara County Engineers and Architects Association agree that the County shall report Employer Paid Member Contribution (EPMC) as special compensation concurrent with the effective date of PERS "Single Highest Year." Effective October 13, 2014, there shall be

no further Employer Paid Member Contribution (EPMC) or reporting of special compensation.

Effective October 13, 2014, all Classic Tier employees shall pay the additional 7% of the required Member Contribution in exchange for a self-funded wage increase of 6.396% per Section 3.1. In consideration for the December 17, 2007 amendment, the Union agrees for each worker covered under this benefit (2.5% at age 55) to continue to contribute to PERS, through payroll deduction effective, an amount equal to 2.931% in addition to the 8% member contribution, for a total of 10.931% of PERS reportable gross pay for the duration of this Agreement. Such contribution shall be credited to the employee's personal PERS account.

For seven pay periods, September 29, 2014, through January 4, 2015, the 10.931% shall be temporarily reduced by 1.912 % to 9.019% to account for the excess concessions paid by employees.

b) PERS PEPRA Tier:

Employees who are hired on or after January 1, 2013, and who are considered “new employees” and who are considered “new members” of PERS, as defined in Government Code section 7522.04 shall not be entitled to the benefits enumerated in subsection a) above. All such employees shall be in the Miscellaneous retirement tier of 2% at age 62 with a minimum retirement age of 52 and final compensation calculated on the highest average of pensionable compensation earned during a period of 36 consecutive months.

The employee contribution rate shall be 50% of the normal cost for the 2% @ age 62 PERS plan expressed as a percentage of payroll as defined in the Public Employees’ Pension Reform Act of 2012. The County shall not pay any portion of the employee contribution rate (EMPC.) If the normal cost increases or decreases by more than 1% of payroll the employee contribution rate will be adjusted accordingly

Effective after ratification of a successor MOA by the Board of Supervisors, PEPRA Miscellaneous employees shall receive a 3% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 7.00% to 4.00%. This 4.00% is a fixed amount which will not fluctuate. The remainder of the PERS contribution rate for PEPRA Miscellaneous employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013. Currently this rate, the “half the normal rate,” is 6.75%. This percentage amount may fluctuate as set forth immediately above.

Effective Pay Period 20/21 (September 21, 2020), PEPRA Miscellaneous employees shall receive a 2% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 4.00% to 2.00%. This 2.00% is a fixed amount which will not fluctuate. The remainder of the PERS contribution rate for PEPRA Miscellaneous employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013. Currently this rate, the “half the normal rate,” is 6.75%. This percentage amount may fluctuate as set forth immediately above.

During the remainder of the term of the MOA, PEPRA Miscellaneous employees shall continue to contribute 2.00% to this portion of the PERS contribution rate that represents earlier self-funded wage increases. The remainder of their PERS contribution rate for PEPRA Miscellaneous

employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees' Pension Reform Act of 2013.

Pursuant to California Public Employees' Pension Reform Act of 2013 – Government Code Section 7522, employees convicted of certain felonies may be deemed to have forfeited accrued rights and benefits in any public retirement system in which the employee is a member.

Section 8.7 – State Disability Insurance

State Disability Insurance (SDI) shall be provided, at employee cost, to all employees in the bargaining unit in compliance with California State Employment Development Department (EDD) regulations and applicable laws.

The Union and County agree as follows regarding coverage by the State Disability Insurance (SDI) plan:

- a) The County shall register the Union with the director of the California State Employment Development Department for the purpose of SDI coverage for represented employees.
- b) The Controller's Office shall withhold wage earner contributions per pay period from each employee's pay at the rate set pursuant to the Unemployment Insurance Code, and forward said funds to the State Disability Fund.
- c) Within one week of being disabled from work, the employee or their representative shall contact the office designated by the County provide information on the following:
 - 1) The date the disability or illness commenced;
 - 2) The estimated duration of the disability;
 - 3) A telephone number where the employee can be reached;
 - 4) The election of sick leave or STO usage during the first week of disability;
 - 5) Whether or not the employee is planning to file for SDI benefits; and,
 - 6) The election to integrate sick leave and STO pay with SDI benefits.
- d) An employee who is determined to be eligible to receive SDI benefits, and who has made timely election to integrate shall be paid a biweekly amount using accumulated sick leave and STO, which when added to SDI benefits, shall approximately equal their normal biweekly net pay after taxes. Such warrants shall be issued on normal County pay days.

If notification is not received, no integration of sick leave or STO shall be made. However, the employee may elect integration at a later date, and it shall be implemented at the start of the next pay period.

The employee shall have the responsibility to notify the County of any change in status (e.g., health, length of disability, etc.) that may affect their return to regular employment.

ARTICLE 9 - DOMESTIC PARTNERS

Section 9.1 Registered Domestic Partners

County employees who have filed a Declaration of Registered Domestic Partnership in accordance with the provisions of Family Code 297-297.5 shall have the same rights, and shall be subject to the same responsibilities, obligations as are granted to and imposed upon spouses. The terms spouse in this contract shall apply to Registered Domestic Partners.

Section 9.2 Tax Liability

Employees are solely responsible for paying any tax liability resulting from benefits provided as a result of their domestic partnership.

ARTICLE 10 - LAYOFF PRACTICES

Section 10.1 - Seniority Defined

Except as otherwise provided in Section 10.2, seniority is defined as days of accrued service as computed and reported on the employee's paycheck within any coded classification with County. Original coded unclassified service shall not be counted except that time served pursuant to Santa Clara County Charter 704(h).

Section 10.2 - Transfer of Prior Agency Service

If a function of another agency is transferred to the County, the seniority of employees who transfer with the function shall be computed, based upon application of the definition of Section 10.1 to each employee's prior service with the other agency.

Section 10.3 - Changes to Classes

To the extent possible, employees should not lose their rights under this Article because classes have been revised, established, abolished, or retitled.

Section 10.4 - Order of Layoff

The department shall at least annually determine the number of positions in each classification that require a specific skill paid for through a differential. The plan must be approved by the Director of Personnel. In all cases the employees in the department certified in that skill shall be retained in order of seniority until the requisite number of positions are filled.

When one (1) or more employees performing in the same class in a County department/agency are to be laid off, the order of layoff in the affected department/agency shall be as follows:

- a) Provisional employees in inverse order of seniority.
- b) Probationary employees in inverse order of seniority.
- c) Permanent employees in inverse order of seniority.

Section 10.5 - Notice of layoff

Employees subject to the provisions of this Article shall be given at least twenty (20) working days written notice prior to the effective date of layoff with concurrent notice to the Union. The procedures of Section 10.6 shall be applied prior to the effective date of the layoff.

Section 10.6 - Reassignment in Lieu of Layoff

- a) Vacant code in County - In the event of notice of layoff, any employee so affected will be allowed to transfer to a vacant position the County has determined is to be filled in their current classification or any classification at the same or lower level in which permanent status had formerly been held. Employees will not be required to transfer to vacant positions formerly held if the level for such vacancy would be lower than the level of any classification to which an employee could exercise displacement rights.
- b) Displacement - In the event there are no vacancies as listed in (a), the employee shall have the right, upon request, to be returned to any classification in the department/agency at the or

lower level in which permanent status had formerly been held and the regular layoff procedure in that same or lower level shall apply.

Section 10.7 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 10.6, the employee shall be laid off. If an employee elects not to exercise the rights in Section 10.6(b), they may be deemed to have been offered and to have declined such work.

Section 10.8 - Re-employment list

- a) The names of such probationary and permanent employees reassigned or laid off in accordance with Sections 10.6(a), 10.6(b) or 10.7 of this Article shall be entered upon a re-employment list in inverse order as specified under Section 10.4. The person standing highest on a re-employment list for a particular classification when a vacancy exists in that classification in any department/agency shall be offered the appointment. Employees on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.

- b) When required by the needs of the department and approved by the Director of Personnel, selective certification may be utilized to re-employ employees with particular skills.

Section 10.9 - Temporary Work for Laid off Workers

Interested employees who are placed upon the re-employment list due to layoff and who elect to be available for temporary work shall be given preference for such work in their former department/agency in the classification from which they were laid off. The election to be available for temporary work must be made at the time of layoff. Employees may decline to be available for temporary work or may decline such work itself without affecting any rights under this Article.

Section 10.10 - Names Dropped from Re-Employment List

No name shall be carried on a re-employment list for a period longer than two (2) years, and the names of persons re-employed in a permanent position within the same classification shall, upon re-employment, be dropped from the list. Refusal to accept the one of two offers of re-employment within the same classification shall cause the name of the person to be dropped from the re-employment list.

Section 10.11 - Rights Restored

Upon re-employment of an employee from a re-employment list, all rights acquired by an employee prior to their placement on such list shall be restored.

ARTICLE 11 - GRIEVANCE PROCEDURE

The County and the Union recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, the Union, or the County. In presenting a grievance the aggrieved and/or their representative is assured freedom from restraint, interference, coercion, discrimination, or reprisal.

Section 11.1 - Grievance Defined

A grievance may only be filed if it relates to:

- a) Pay administration and other items relating to pay as found in County Ordinances.
- b) Alleged violations of Merit System Rules.
- c) Alleged discriminatory or capricious use of departmental powers deemed discretionary under the Merit System Rules.
- d) Alleged violations of the Employee-Management Relations Ordinance.
- e) Alleged violations of Memorandum of Understanding and/or Agreement.
- f) Alleged infringement of an employee's personal rights -- discrimination, harassment.

Matters excluded from consideration under the grievance procedure:

- g) Disciplinary actions taken under Section 708 of the County Charter.
- h) Performance Evaluations.
- i) Position classification.
- j) Workload/Caseload.
- k) Merit System Examinations.
- l) Items requiring capital expenditure.
- m) Items within the scope of representation and subject to the meet and confer process.
- n) Probationary release of workers.

Section 11.2 - Grievance Presentation

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the County. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of agreement or memorandum of understanding, nor shall any settlement be made which affects the rights or conditions of other employees represented by the Union without notification to and consultation with the Union.

Section 11.3 - Procedural Compliance

Union grievances shall comply with all foregoing provisions and procedures. The County shall not be required to reconsider a grievance previously settled with an employee if renewed by the Union, unless it is alleged that such grievance settlement is in violation of an existing rule, ordinance, memorandum of understanding, or memorandum of agreement.

Section 11.4 - Informal Grievance Step

It is agreed that employees will be encouraged to act promptly through informal discussion with their immediate supervisor on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. Time limits may be extended or waived only by written agreement of the parties.

Section 11.5 – Formal Grievance

a) Step One

Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. A copy of the grievance shall be sent to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which:

- 1) Identifies the aggrieved;
- 2) The specific nature of the grievance;
- 3) The time or place of its occurrence;
- 4) The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
- 5) The consideration given or steps taken to secure informal resolution;
- 6) The corrective action desired; and,
- 7) The name of any person or representative chosen by the employee to enter the grievance.

A decision by the superior shall be made in writing within fifteen (15) working days of receipt of the grievance.

b) Step Two

If the aggrieved continues to be dissatisfied they may, within fifteen (15) working days after receipt of the first step decision, direct a written presentation to the County Executive's designated representative indicating whether the aggrieved wishes the 1) County Executive's designated representative to review and decide the merits of the case or whether 2) the aggrieved wishes the grievance to be referred to an impartial arbitrator mutually agreed upon or jointly selected from a panel provided by the State Conciliation Service. The Arbitrator's compensation and expenses shall be borne equally by the employee or the Union and the County, provided employee grievances shall be arbitrable only at the expressed request of the employee involved and with the concurrence

of the Union unless the grievance is deemed an Union or group grievance prior to submission to Step 2. Decisions by the County Executive's designated representative or the arbitrator shall be final and binding.

Section 11.6 - Arbitration Release Time

The following statement on employee participation in grievance arbitration hearings is agreed to:

- a) The employee on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the employee is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing.
- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the employee's own leave, time provided the absence does not unduly interfere with the performance of service.

ARTICLE 12 - CONFLICT OF INTEREST

Employees are to abide by all applicable Federal, State and Local Statutes or contract requirements regarding conflict of interest in outside employment. Employees intending to engage in outside employment shall file an advance statement of such intent for the approval of the appointing authority.

Each County department, which employs persons covered by this Agreement, will provide such employees with a copy of its policy regarding this section and a statement of the means of compliance with such policy.

ARTICLE 13 - STRIKES AND LOCKOUTS

During the term of this Agreement the County will not lock out employees who are covered by this Agreement. The Union and Union-represented employees, both individually and collectively, shall not organize, carryout, cause, encourage, or condone any job actions, such as strikes, work stoppages, slowdowns, blue flu, sickouts, work-to-rule, sit-ins/sit-downs, intermittent strikes, partial strikes, sympathy strikes, or secondary actions such as refusing to cross picket lines or any other individual or concerted refusal to render services (including refusal to work overtime or any other curtailment or restriction of work at any time) or to obstruct efficient operations of the County, collectively (“Strike Activity”) by Union-represented employees during the term of this Agreement.

If the Union learns that bargaining unit employees intend to engage in Strike Activity, either through notice from the County or through other means, the Union will send a notice to all bargaining unit employees, with a copy to the Labor Relations Director, indicating: (1) the Strike Activity is not authorized or supported by the Union; and (2) Strike Activity may violate County or Departmental rules and result in disciplinary action. The Union shall take all other steps reasonably necessary to induce employees to cease any and all Strike Activity.

ARTICLE 14 - FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and its Departments and the Union. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the County and its Departments and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified, or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the County, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by Management direction.

ARTICLE 15 - SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 16 - TERM OF AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and upon ratification by the individual unit as listed in Appendix A, and shall remain in full force and effect from December 11, 2023 to and including November 22, 2026 and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to November 22, 2026, or any subsequent November 22 of its desire to terminate this Agreement or amend any provision thereof.

Date: 3/12/2024

COUNTY OF SANTA CLARA

DocuSigned by:
Kathleen Sao
21A2D43C4FC14D4

Kathleen A.Sao, Chief Negotiator, Labor Relations

DocuSigned by:
Myra Saludares
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Myra Saludares, Second Chair, Labor Relations

DocuSigned by:
Michael Alvarez
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Michael Alvarez, Deputy Director Development Services Building Official, Department of Planning and Development

DocuSigned by:
Roger Soohoo
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Roger Soohoo, Deputy Director Capital Programs, Department of Facilities and Fleet

DocuSigned by:
Ananth Prasad
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Ananth Prasad, Deputy Director Road Maintenance, Roads Department Infrastructure Development

Approved as to Form and Legality

DocuSigned by:
James Ayden
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James K. Ayden
Deputy County Counsel
Office of the County Counsel

SCCEAA IFPTE LOCAL 21

DocuSigned by:
Stanley Young
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Stanley Young, Chief Negotiator IFPTE Local 21

DocuSigned by:
Gerald O'Regan
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Gerald O'Regan, President SCCEAA, Environmental Health Geologist/Engineer, Department of Environmental Health

DocuSigned by:
Andrea Nadell
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Andrea Nadell, Vice President SCCEAA, Capital Projects Manager, Department of Facilities and Fleet

DocuSigned by:
Ghorbani
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Behrooz Ghorbani, Vice President SCCEAA, Senior Plan Check Engineer, Department of Planning and Development

SIDE LETTER AGREEMENT BETWEEN
COUNTY OF SANTA CLARA AND SCCEAA LOCAL 21

IFPTE Local 21 Appropriateness of Classifications

Section A25-44 of the Ordinance Code defines "Class or classes of positions" as follows:

"As used in this chapter, 'class or classes of positions' means a group of positions having duties and responsibilities sufficiently similar that the same title, examples of duties and requirements may be applied."

Should the Union have concerns regarding the application of Section A25-44 to a position or a group of positions, they may meet with the Human Resources Director, or designee, to determine if the section is appropriately applied. This side letter shall not be subject to the grievance procedure.

**APPENDIX A
DECEMBER 2023**

JobTitle	Jobcode	Step1	Step2	Step3	Step4	Step5	Min Bi-Weekly	Max Bi-Weekly
ARCHITECTURAL PLANS EXAMINER	L99	63.882	67.100	70.453	73.955	77.648	5110.56	6211.84
ASSOC CIVIL ENGINEER	L16	61.526	64.625	67.856	71.229	74.786	4922.08	5982.88
ASSOC ENVIR HLTH SAFETY ANAL	V5F	43.342	45.503	47.784	50.190	52.710	3467.36	4216.80
ASSOC PLAN CHECK ENGINEER	L09	61.526	64.625	67.856	71.229	74.786	4922.08	5982.88
ASST CIVIL ENGINEER	L18	51.592	54.178	57.223	59.729	62.735	4127.36	5018.80
CAPITAL PROJECTS MGR I	L69	57.268	60.137	63.517	66.299	69.636	4581.44	5570.88
CAPITAL PROJECTS MGR II	L68	65.832	69.148	72.605	76.215	80.020	5266.56	6401.60
CAPITAL PROJECTS MGR II - U	L6C	65.832	69.148	72.605	76.215	80.020	5266.56	6401.60
CAPITAL PROJECTS MGR III	L67	76.379	80.378	84.391	88.629	93.078	6110.32	7446.24
CAPITAL PROJECTS MGR III - U	L6B	76.379	80.378	84.391	88.629	93.078	6110.32	7446.24
CAPTIAL PROJECTS MGR I - U	L6D	57.268	60.137	63.517	66.299	69.636	4581.44	5570.88
ENGINEERING GEOLOGIST	L50	72.056	75.828	79.615	83.613	87.810	5764.48	7024.80
ENV HLTH & SFTY COM SPL-SCVHHS	T47	66.424	69.738	73.229	76.896	80.755	5313.92	6460.40
ENVIR HLTH SFTY COMP SPC-PARKS	T46	64.332	67.537	70.917	74.472	78.208	5146.56	6256.64
ENVIRON HLTH & SAFE SPT/ROADS	V56	64.332	67.537	70.917	74.472	78.208	5146.56	6256.64
ENVIRON HLTH SAFETY ANALYST	V5G	52.452	55.075	57.817	60.705	63.735	4196.16	5098.80
ENVIRONMENTAL HEALTH GEO/ENG	V2E	72.056	75.828	79.615	83.613	87.810	5764.48	7024.80
ENVIRONMENTAL HL SFTY COMP SPC	V46	61.337	64.398	67.615	71.008	74.571	4906.96	5965.68
JUNIOR CIVIL ENGINEER	L20	46.840	49.111	51.560	54.132	56.842	3747.20	4547.36
LAND SURVEYOR	L17	59.631	62.629	67.161	69.044	72.518	4770.48	5801.44
PRINC SFTY & EN COMPL SPEC-FAF	V4D	67.678	71.073	74.635	78.366	82.287	5414.24	6582.96
PRINCIPAL CIVIL ENGINEER - RA	L24	80.843	85.080	89.328	93.810	98.521	6467.44	7881.68
PRINCIPAL DEV SVCS ENGINEER	L77	79.259	83.412	87.578	91.971	96.590	6340.72	7727.20
PRINCIPAL SFTY & EN COMPL SPEC	X4A	67.678	71.073	74.635	78.366	82.287	5414.24	6582.96
SR CIVIL ENGINEER	L14	72.056	75.828	79.615	83.613	87.810	5764.48	7024.80
SR ENVIRONMNTL COMPLIANCE SPEC	B34	59.841	62.827	65.967	69.274	72.753	4787.28	5820.24
SR FACILITIES ENG/ARCHITECT	L34	72.056	75.828	79.615	83.613	87.810	5764.48	7024.80
SR PLAN CHECK ENGINEER	L08	72.056	75.828	79.615	83.613	87.810	5764.48	7024.80
SR PLAN CHECK ENGINEER - U	Q80	72.056	75.828	79.615	83.613	87.810	5764.48	7024.80
UTILITIES ENGINEER/PROGRAM MGR	L48	72.056	75.828	79.615	83.613	87.810	5764.48	7024.80
UTILITY PROGRAM ANALYST	L47	61.051	64.116	67.324	70.692	74.225	4884.08	5938.00

**APPENDIX A
JUNE 2024**

JobTitle	Jobcode	Step1	Step2	Step3	Step4	Step5	Min Bi-Weekly	Max Bi-Weekly
ARCHITECTURAL PLANS EXAMINER	L99	66.437	69.784	73.271	76.913	80.753	5314.96	6460.24
ASSOC CIVIL ENGINEER	L16	63.987	67.210	70.570	74.078	77.777	5118.96	6222.16
ASSOC ENVIR HLTH SAFETY ANAL	V5F	45.075	47.323	49.695	52.197	54.818	3606.00	4385.44
ASSOC PLAN CHECK ENGINEER	L09	63.987	67.210	70.570	74.078	77.777	5118.96	6222.16
ASST CIVIL ENGINEER	L18	53.655	56.345	59.511	62.118	65.244	4292.40	5219.52
CAPITAL PROJECTS MGR I	L69	59.558	62.542	66.057	68.950	72.421	4764.64	5793.68
CAPITAL PROJECTS MGR II	L68	68.465	71.913	75.509	79.263	83.220	5477.20	6657.60
CAPITAL PROJECTS MGR II - U	L6C	68.465	71.913	75.509	79.263	83.220	5477.20	6657.60
CAPITAL PROJECTS MGR III	L67	79.434	83.593	87.766	92.174	96.801	6354.72	7744.08
CAPITAL PROJECTS MGR III - U	L6B	79.434	83.593	87.766	92.174	96.801	6354.72	7744.08
CAPTIAL PROJECTS MGR I - U	L6D	59.558	62.542	66.057	68.950	72.421	4764.64	5793.68
ENGINEERING GEOLOGIST	L50	74.938	78.861	82.799	86.957	91.322	5995.04	7305.76
ENV HLTH & SFTY COM SPL-SCVHHS	T47	69.080	72.527	76.158	79.971	83.985	5526.40	6718.80
ENVIR HLTH SFTY COMP SPC-PARKS	T46	66.905	70.238	73.753	77.450	81.336	5352.40	6506.88
ENVIRON HLTH & SAFE SPT/ROADS	V56	66.905	70.238	73.753	77.450	81.336	5352.40	6506.88
ENVIRON HLTH SAFETY ANALYST	V5G	54.550	57.278	60.129	63.133	66.284	4364.00	5302.72
ENVIRONMENTAL HEALTH GEO/ENG	V2E	74.938	78.861	82.799	86.957	91.322	5995.04	7305.76
ENVIRONMENTAL HL SFTY COMP SPC	V46	63.790	66.973	70.319	73.848	77.553	5103.20	6204.24
JUNIOR CIVIL ENGINEER	L20	48.713	51.075	53.622	56.297	59.115	3897.04	4729.20
LAND SURVEYOR	L17	62.016	65.134	69.847	71.805	75.418	4961.28	6033.44
PRINC SFTY & EN COMPL SPEC-FAF	V4D	70.385	73.915	77.620	81.500	85.578	5630.80	6846.24
PRINCIPAL CIVIL ENGINEER - RA	L24	84.076	88.483	92.901	97.562	102.461	6726.08	8196.88
PRINCIPAL DEV SVCS ENGINEER	L77	82.429	86.748	91.081	95.649	100.453	6594.32	8036.24
PRINCIPAL SFTY & EN COMPL SPEC	X4A	70.385	73.915	77.620	81.500	85.578	5630.80	6846.24
SR CIVIL ENGINEER	L14	74.938	78.861	82.799	86.957	91.322	5995.04	7305.76
SR ENVIRONMNTL COMPLIANCE SPEC	B34	62.234	65.340	68.605	72.044	75.663	4978.72	6053.04
SR FACILITIES ENG/ARCHITECT	L34	74.938	78.861	82.799	86.957	91.322	5995.04	7305.76
SR PLAN CHECK ENGINEER	L08	74.938	78.861	82.799	86.957	91.322	5995.04	7305.76
SR PLAN CHECK ENGINEER - U	Q80	74.938	78.861	82.799	86.957	91.322	5995.04	7305.76
UTILITIES ENGINEER/PROGRAM MGR	L48	74.938	78.861	82.799	86.957	91.322	5995.04	7305.76
UTILITY PROGRAM ANALYST	L47	63.493	66.680	70.016	73.519	77.194	5079.44	6175.52

**APPENDIX A
SEMPTEMBER 2025**

Job Title	Jobcode	Step1	Step2	Step3	Step4	Step5	Min Bi-Weekly	Max Bi-Weekly
ARCHITECTURAL PLANS EXAMINER	L99	69.094	72.575	76.201	79.989	83.983	5527.52	6718.64
ASSOC CIVIL ENGINEER	L16	66.546	69.898	73.392	77.041	80.888	5323.68	6471.04
ASSOC ENVIR HLTH SAFETY ANAL	V5F	46.878	49.215	51.682	54.284	57.010	3750.24	4560.80
ASSOC PLAN CHECK ENGINEER	L09	66.546	69.898	73.392	77.041	80.888	5323.68	6471.04
ASST CIVIL ENGINEER	L18	55.801	58.598	61.891	64.602	67.853	4464.08	5428.24
CAPITAL PROJECTS MGR I	L69	61.940	65.043	68.699	71.708	75.317	4955.20	6025.36
CAPITAL PROJECTS MGR II	L68	71.203	74.789	78.529	82.433	86.548	5696.24	6923.84
CAPITAL PROJECTS MGR II - U	L6C	71.203	74.789	78.529	82.433	86.548	5696.24	6923.84
CAPITAL PROJECTS MGR III	L67	82.611	86.936	91.276	95.860	100.673	6608.88	8053.84
CAPITAL PROJECTS MGR III - U	L6B	82.611	86.936	91.276	95.860	100.673	6608.88	8053.84
CAPTIAL PROJECTS MGR I - U	L6D	61.940	65.043	68.699	71.708	75.317	4955.20	6025.36
ENGINEERING GEOLOGIST	L50	77.935	82.015	86.110	90.435	94.974	6234.80	7597.92
ENV HLTH & SFTY COM SPL-SCVHHS	T47	71.843	75.428	79.204	83.169	87.344	5747.44	6987.52
ENVIR HLTH SFTY COMP SPC-PARKS	T46	69.581	73.047	76.703	80.548	84.589	5566.48	6767.12
ENVIRON HLTH & SAFE SPT/ROADS	V56	69.581	73.047	76.703	80.548	84.589	5566.48	6767.12
ENVIRON HLTH SAFETY ANALYST	V5G	56.732	59.569	62.534	65.658	68.935	4538.56	5514.80
ENVIRONMENTAL HEALTH GEO/ENG	V2E	77.935	82.015	86.110	90.435	94.974	6234.80	7597.92
ENVIRONMENTAL HL SFTY COMP SPC	V46	66.341	69.651	73.131	76.801	80.655	5307.28	6452.40
JUNIOR CIVIL ENGINEER	L20	50.661	53.118	55.766	58.548	61.479	4052.88	4918.32
LAND SURVEYOR	L17	64.496	67.739	72.640	74.677	78.434	5159.68	6274.72
PRINC SFTY & EN COMPL SPEC-FAF	V4D	73.200	76.871	80.724	84.760	89.001	5856.00	7120.08
PRINCIPAL CIVIL ENGINEER - RA	L24	87.439	92.022	96.617	101.464	106.559	6995.12	8524.72
PRINCIPAL DEV SVCS ENGINEER	L77	85.726	90.217	94.724	99.474	104.471	6858.08	8357.68
PRINCIPAL SFTY & EN COMPL SPEC	X4A	73.200	76.871	80.724	84.760	89.001	5856.00	7120.08
SR CIVIL ENGINEER	L14	77.935	82.015	86.110	90.435	94.974	6234.80	7597.92
SR ENVIRONMNTL COMPLIANCE SPEC	B34	64.723	67.953	71.349	74.925	78.689	5177.84	6295.12
SR FACILITIES ENG/ARCHITECT	L34	77.935	82.015	86.110	90.435	94.974	6234.80	7597.92
SR PLAN CHECK ENGINEER	L08	77.935	82.015	86.110	90.435	94.974	6234.80	7597.92
SR PLAN CHECK ENGINEER - U	Q80	77.935	82.015	86.110	90.435	94.974	6234.80	7597.92
UTILITIES ENGINEER/PROGRAM MGR	L48	77.935	82.015	86.110	90.435	94.974	6234.80	7597.92
UTILITY PROGRAM ANALYST	L47	66.032	69.347	72.816	76.459	80.281	5282.56	6422.48

APPENDIX B

SANTA CLARA COUNTY & SCCEAA/IFPTE LOCAL 21 PERFORMANCE APPRAISAL AND DEVELOPMENT PLAN (PPADP) POLICIES AND PROCEDURES

I. OBJECTIVES:

The Committee adopted four (4) objectives for the performance evaluation system. The Committee concurred that there is an expectation that the objectives will result in an improvement in work performance and the work environment. The objectives are as follows:

- A) To identify areas for improving skills and encouraging growth in technical and nontechnical areas related to an employee's work.
- B) To provide a process which can, over time, result in a more effective, energized, and satisfying work place.
- C) To provide a process which will foster positive, professional, constructive, and friendly Interactions between supervisors and employees.
- D) To identify specific training with respect to the first objective.

II. DESIRED OUTCOMES:

The desired benefits, as applicable to a given circumstance, of the Performance Appraisal and Development Plan is one of "value added" for the following:

- A) For the Employee:
 - 1) Improve working relationship with the supervisor.
 - 2) A clear understanding of the supervisor's expectations.
 - 3) Continuous updating of performance against these expectations.
 - 4) Greater sense of accomplishment.
 - 5) An opportunity to increase capability and value through an agreed upon development plan.
 - 6) An opportunity to contribute more directly to the County.
 - 7) A clear picture of possible career paths.
 - 8) An opportunity for growth in work related areas.
- B) For the supervisor, an opportunity to:
 - 1) Improve working relationships with those reporting to you.
 - 2) Increase group morale and productivity.
 - 3) Improve succession management (e.g., employees will be better qualified to move up in classification, as opportunities become available).
 - 4) Reduce turnover.
- C) For the County, an opportunity to:
 - 1) Improve over-all productivity.
 - 2) Improve Internal communications.
 - 3) Enhance customer service.
 - 4) Motivate employees.

APPENDIX B CONTINUED...

III. GUIDELINES:

- A) Performance appraisals will not be placed in the employee's official personnel files (either at 70 West Hedding or the Department's). A copy of the evaluation will be retained by the employee and the supervisor.
- B) A copy of completed Performance Appraisal and Development Plan will be given to the appropriate second level supervisor.
- C) Performance Appraisals may be reviewed by an appropriate level of management, within the department.
- D) Performance Appraisals will not be used in the disciplinary process.
- E) Performance Appraisals will not be used in the promotional process.
- F) Each permanent employee will be appraised annually.
- G) Probationary employees will not be included in this PPADP. They will be evaluated based upon normal probationary review processes.

IV. PROCEDURES:

- A) Annually, the supervisor will meet with each employee, whom they supervise, to conduct a Performance Appraisal and to prepare a Development Plan.
- B) If there has been a previously completed PPADP form, it is desirable for both the supervisor and the employee to make reference to the PERFORMANCE OBJECTIVES and PLANS FOR ACHIEVING OBJECTIVES portion of the form as is appropriate. That will help to achieve continuity in tracking progress.
- C) Two weeks prior to the meeting, the supervisor will give the employee a draft appraisal and a copy of previously completed forms, if one has been completed. If an area appears to have little applicability to an employee's work, it should only be addressed to the degree that it has applicability. If there is no applicability, write "not applicable."
- D) One week after receiving the draft appraisal, the employee will respond to the supervisor's comments.
- E) When the employee and the supervisor meet, the process should be as follows:
 - 1) Openly review each other's comments In the Appraisal section of the form. The tone should be collegial and friendly, not judgmental or defensive. The parties' dialogue should seek clarification in order to arrive at agreement on the contents of this section.
 - 2) If during comment review, either the supervisor or employee feels that it would be appropriate to modify a comment, they should do so during the meeting. The

supervisor should bring a blank copy of the form to the meeting for this purpose.

- 3) The employee and the supervisor should each complete the appropriate comments section of the form. The focus should be on understanding and clarifying differences in perspective and in working toward a common ground. The comments should be summary in nature and brief.
- F) The final step in the PPADP meeting process is preparation of the Development Plan. The process should be as follows:
- 1) A previous Development plan, if one has been completed, should be the starting point.
 - 2) The focus in the discussions should' be to meet the goals of the County (including the public), the employee and the supervisor.
 - 3) For those employees that meet expectations, there should be discussion related to developing additional skills. The opportunity to gain new skills could include opportunities for higher classifications, mentoring of other employees, opportunities for working out of classifications and other avenues for potential personal and professional growth.
 - 4) PERFORMANCE OBJECTIVES which have been met and PLANS FOR ACHIEVING OBJECTIVES that have been fully executed should be acknowledged in writing by the supervisor.
 - 5) PERFORMANCE OBJECTIVES that have not been met and PLANS FOR ACHIEVING OBJECTIVES that have not been fully executed should be constructively discussed. A new plan may be agreed upon.
 - 6) To the extent possible, the finalized Development Plan should be agreed upon by both the supervisor and the employee.
 - 7) The Plan should be achievable and beneficial to the County (including the public), the employee, and the supervisor.
- G) After the meeting has taken place, a copy of the meeting materials will be given to the employee. The PPADP will then be typed in a final form. The form will be signed and dated by the employee and the supervisor. The form will then be given to the second level supervisor for review and signature.
- H) If an employee is dissatisfied with the Appraisal or Development Plan, the employee may request a meeting, within ten (10) working days of receipt of the Appraisal or Development Plan, with the second level supervisor. The supervisor and the employee will be present during the meeting. The second level supervisor will act to facilitate mutual understanding of the Appraisal and/or Development Plan. The second level supervisor's suggestions or comments will be attached to the PPADP and copies will be provided to both the supervisor and the employee. The decision of the second level supervisor is final and non-grievable, pursuant to Section 11.1 of the MOA. The decision of the second level supervisor shall be issued within 10 working days to conclude this appraisal process.

- I) At the conclusion of the appraisal process, the supervisor and the employee should be in regular contact with each other regarding the execution of the of the Development Plan. Follow-up meetings should be conducted to ensure that the goals and objectives of the plan are being achieved to the extent possible.

V. TRAINING AND IMPLEMENTATION:

- A) There will be joint labor-management training provided to supervisors and employees, as agreed upon by the committee.
- B) Appraisals will be completed within ninety (90) days of the training sessions. All employees will be evaluated twice during the pilot period.

VI. TERM

This agreement shall remain in effect during the term of this Memorandum of Agreement.

County of Santa Clara Employee Resources

For information about the County of Santa Clara Employee Services Agency (ESA), you may visit the County public facing webpage that is available online via internet.

County employees may visit the ESA webpage regarding topics related to ESA-Benefits, ESA-Human Resources (HR), and ESA-Labor Relations (LR).

ESA-Benefits related topics may include, but are not limited to, the following:

- Healthcare insurance
- Retirement
- CalPERS contact information

ESA-HR related topics may include, but are not limited to, the following:

- Human Resources Policies and Procedures
- Classification information
- Job opportunities (transfers, promotional, and open-competitive)

ESA-LR related topics may include, but are not limited to, the following:

- Memorandum of Understanding and Memorandum of Agreement

County's Reasonable Accommodation Policy and Procedure is available on [County public webpage](#) in compliance with federal and state disability laws.