

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF SANTA CLARA

AND THE

SANTA CLARA COUNTY CORRECTIONAL PEACE OFFICERS' ASSOCIATION, INC.

October 16, 2023 – August 30, 2026

Approved: 09/19/2023

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**Preamble**

The Santa Clara County Correctional Peace Officers' Association, Inc., (hereinafter "Association") and representatives of the County of Santa Clara have met and conferred in good faith regarding wages, hours, and other terms and conditions, have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding and all appendices is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to, and ratified by, the County Board of Supervisors, for the term set forth herein-after. The parties agree that the rates of pay contained herein comply with Section 709 of the Charter of the County of Santa Clara.

The legal relationship between the County, its employees, and the Association is governed by the Meyers-Milias-Brown Act (California Government Code Section 3500 et seq.) the County Charter, Chapter IV (A-25-339 et seq.) of the County Ordinance Code, and this Memorandum of Understanding. Whenever this Agreement contains a provision relating to a subject matter which is also referred to in the County Ordinance Code, the provisions of this Agreement shall prevail.

## **Section 1 - Recognition**

### **1.1 Recognition**

The Santa Clara County Correctional Peace Officers' Association, Inc., (herein- after "Association") is the recognized employee organization for the representation unit comprised of the following classifications:

U84	Correctional Officer
EF3	Correctional Officer - Extra Help
T84	Sheriff's Correctional Deputy
EF2	Sheriff's Correctional Deputy - Extra Help
U57	Correctional Sergeant
T74	Sheriff's Correctional Sergeant
T58	Sheriff's Correctional Lieutenant

EF2 Sheriff's Correctional Deputy - Extra Help and EF3 Correctional Officer - Extra Help shall be subject only to the following sections of the MOU:

- Section 1 - Recognition
- Section 2.1 - Requirements
- Section 3 - No Discrimination
- Section 7.7 - Rest Periods
- Section 7.8 - Night Shift Differential
- Section 26 - Separability of Provisions

Throughout this document, when it states Sheriff's Correctional Deputy, it also refers to Correctional Officer; when it states Sheriff's Correctional Sergeant, it also refers to Correctional Sergeant.

### **1.2 Recognition of Definition of County Business Days**

For the term of this agreement business days are defined as Monday through Friday from 8am-5pm except County observed holidays.

## **Section 2 - Association Security**

### **2.1 Requirements**

- a) The County will deduct dues from an employee's salary or wages in reliance on certification from CPOA that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction is to be made. The County shall cancel or change dues deductions in reliance on information provided by CPOA as to whether deductions were properly canceled or changed. The Association shall provide the County with a copy of an employee's signed authorization if a dispute arises about the existence or terms of the authorization.

Employee requests to revoke or change the terms of an existing authorization shall be directed to CPOA.

- b) **Fair Representation**  
The Association, as the exclusive representative of all unit members, is required to represent them fairly and equally without regard to Association membership or nonmembership or their assertion of rights under this Agreement or law.
- c) **Indemnification**  
The CPOA 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.
- d) **Dues and Deduction**  
Dues and a written statement of the names and amounts deducted shall be forwarded promptly to the Association's designated officer according to County procedures.
- e) This Section is intended to be consistent with, and not in conflict with, governing laws including but not limited to Title 1, Division 4, Chapter 1, Article 6 of the Government Code.

### **2.2 Communication with Employees**

- a) **Bulletin Boards**  
The Association, where it represents employees of a County Department, shall be provided by that Department use of adequate and accessible space on bulletin boards for communications.
- b) **Distribution**  
The Association may distribute material to employees in its representation units through normal channels.
- c) **Visits by Association Representatives**  
Any representative of the Association shall give notice to the department head or his/her designated representative when entering departmental facilities. The representative shall be allowed reasonable contact with employees on

County facilities provided such contact does not interfere with the employees' work. Solicitation for membership or other internal employee organization business shall not be conducted during work time. Pre-arrangement for routine contact may be made on an annual basis.

d) Cadet Orientation

The Association shall be allowed a representative at the agency specific portion of correctional officer cadet academy. Such representative shall be allowed one hour to make a presentation and answer questions of cadets. The Association may present packets to cadets at orientation.

e) Facilities

County buildings and other facilities shall be made available for use by the Association or their representatives in accordance with administrative procedures governing such use.

f) Names and Classifications of Covered Employees

The County shall supply the Association with a biweekly data processing run of names and classifications of work of all employees within the representation units. Such list shall be supplied without cost to the Association. The County shall notify the Association of any changes of address of its represented employees.

g) Notification of Association Coverage

When a person is hired in any classification covered by a bargaining unit represented by the Association, the Department of Correction and /or the Sheriff's Office shall notify that person that the Association is the recognized bargaining representative for the employees in said unit and present that person with a copy of the present Agreement.

h) Report of Transactions

The County shall supply the Association a data processing run covering transactions as are currently available on the system.

i) Other Reports

Quarterly, the County will provide a listing of extra-help employees and hours worked in classifications covered by this Agreement.

### 2.3 Advance Notice

Except in cases of emergency, the Association, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly



relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

### **Section 3 - No Discrimination**

#### **3.1 Employment**

Neither the County nor the Association shall discriminate (except as allowed by law) against employees because of race, age, sex, color, disability, creed, national origin, religion, Association activity, affiliations, political opinions or sexual preference.

#### **3.2 Association Affiliation**

Neither the County nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her free choice to participate or join or refuse to participate or join the Association.

## **Section 4 - Association Representatives**

### **4.1 Official Representatives**

a) Notification of Official Representatives

The Association agrees to notify the County of their Official Representatives for each representation unit and changes in such Representatives. They may also designate alternates to such Official Representatives for purposes of specific meetings by advance notice to the appropriate level of Management.

b) Release Time

The County agrees to provide one thousand seven hundred (1,700) hours per contract year (June to June) for release time of Association Official Representatives, which include the Association President. This shall cover release time for all matters except contract negotiations. The Association agrees to notify the Appointing Authority, the Sheriff's Office or designee, as far in advance as reasonably possible, but at least twenty-four (24) hours, excluding weekends and County observed holidays, in advance of its usage of release time. A log of release time hours by contract year shall be maintained by the Personnel & Training Division, Office of the Sheriff.

c) Meetings with Management

The Association agrees, insofar as possible, that meetings with Management shall be arranged in advance, with notification to the appropriate level of Management of the Official Representatives planning to attend. Management agrees to arrange for release time with the Official Representative's supervisor.

d) Number for Release

The parties agree that no more than four (4) Association representatives shall be recognized for the purpose of release time at any single meeting.

e) The Association may purchase additional release time for the President or Association Official Representatives of up to one thousand and eighty (1,080) hours, by reimbursing the County the full cost of replacement personnel and associated benefit cost for the absent employee.

f) Negotiating Committee

There shall be no more than eight (8) association negotiators, excluding resource people, for the Correctional Deputy/Officer Unit all of whom shall be entitled to release time with no loss in pay for the purpose of meeting and conferring with County representatives on matters within the scope of representation.

## **Section 5 - Public Safety Officer Status**

### **5.1 Public Safety Officers Procedural Bill of Rights**

The County and all Departments agree to comply with all the provisions of A.B.301, popularly referred to as the "Public Safety Officers Procedural Bill of Rights" (California Government Code Sections 3300 et seq.). All classifications, whether specifically included in the Act or not, covered by this Agreement shall be afforded the protections of the Act, either by operation of the Act or through this Agreement. In particular, the County agrees that the representational rights of peace officers set forth therein shall be recognized and complied with and that if a peace officer under investigation elects to have another employee act as his representative (as provided for in said Act), said representative shall be allowed release time to so act.

### **5.2 Labor Code 4850 and 3212**

All employees, whether specifically included in the provisions of Labor Code Sections 4850 and 3212 or not, covered by this agreement shall be afforded the benefits and protections of Labor Code Sections 4850 and 3212 either by those provisions or through this Agreement.

## **Section 6 - Pay Practices**

### **6.1 a) Salaries**

Effective October 16, 2023, the County shall convert the 11% assignment differential, agreed to by CPOA and the County in a Side Letter dated August 16, 2022, into an approximate 11% general wage increase for CPOA represented employees covered under this agreement. In return for this approximate eleven percent (11%) general wage increase, simultaneously, on October 16, 2023, CPOA agrees that the Master Salary Ordinance Footnotes 264 and 265 and the Side Letter dated August 16, 2022, both of which provide an 11% assignment differential, shall be terminated. The parties agree that under no circumstances will CPOA represented employees receive simultaneously the converted approximate eleven percent (11%) general wage increase and the 11% assignment differential, provided for in Master Salary Ordinance Footnotes 264 and 265 and the side letter dated August 16, 2022, on or after October 16, 2023. The parties agree that CPOA represented employees shall only receive the converted eleven percent (11%) general wage increase after October 16, 2023.

Effective October 16, 2023, CPOA represented employees covered under this agreement shall receive a wage increase of approximately three percent (3.0%).

Effective September 2, 2024, CPOA represented employees covered under this agreement shall receive a wage increase of approximately three percent (3.0%).

Effective September 1, 2025, CPOA represented employees covered under this agreement shall receive a wage increase of approximately three percent (3.0%).

### **6.1 b) Salary Realignments**

Effective October 16, 2023, CPOA represented employees covered under this agreement shall receive a salary realignment of approximately one percent (1.0%).

Effective September 2, 2024, CPOA represented employees covered under this agreement shall receive a salary realignment of approximately one percent (1.0%).

### **6.1 c) Automatic Check Deposit**

All employees shall be paid by automatic check deposit.

## **6.2 Step Increases**

Except as otherwise herein provided, the basic pay plan shall prevail and shall consist of salary ranges and the assignment of classes to such ranges as provided in Appendix A. Each employee shall be paid within the range of his/her class according to the following provision, unless otherwise provided for in Appendix A.

a) Step One

The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, or the Appointing Authority elects to hire personnel on the basis of a "lateral transfer", the Director of Personnel, with the approval of the County Executive, may approve appointment at the second, third, fourth or fifth step. If an employee is hired under the difficult-to-secure qualified personnel clause, the County will move those employees within the same class to the same salary step as that being received by the new employees. The Association will receive a monthly listing of positions by class and department which lists positions hired above the first salary step.

b) Step Two

The second step shall be paid after the accumulation of six (6) months of competent service at the first step.

c) Step Three

The third step shall be paid after the accumulation of twelve (12) months of competent service at the second step.

d) Step Four

The fourth step shall be paid after the accumulation of twelve (12) months of competent service at the third step.

e) Step Five

The fifth step shall be paid after the accumulation of twelve (12) months of competent service at the fourth step.

f) Time for Salary Adjustments

Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

**6.3 Effect of Promotion, Demotion or Transfer on Salaries**

a) Promotion

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) Demotion

Notwithstanding the provision of Section 6, upon demotion of an employee with permanent status in his/her current class, his/her salary shall be adjusted to the highest step in the new class not exceeding the salary received in the former class.

c) Transfer

Upon transfer, the salary shall remain unchanged.

d) No Loss of Time-In-Step

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 acquired in the former salary step shall be included in computing the accumulation of the required months of service of eligibility of the employee for further salary increases.

e) Voluntary Demotion

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 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 his/her salary as of the time of injury.

**6.4 Work Out of Classification**

Employees who are assigned by the Appointing Authority to perform the substantial range of the duties of a vacant higher position, and who have worked seven (7) calendar days or longer, shall receive work out of classification pay from the first day. Pay shall be consistent with promotional pay rules set forth in Section 6.3 (a). Work out of classification assignment may only be made to vacant positions or for a long term absence due to illness or disability. Assignments for work out of classification pay shall not be made during absence for normal vacation. Work out of classification to other than a vacant position or for long term absence may be made for a period not to exceed sixty (60) calendar days, with the written approval of the County Executive.

## **Section 7 - Hours of Work, Overtime, Premium Pay**

### **7.1 Hours of Work**

Forty (40) hours of work shall constitute a full week's work, unless otherwise provided by law, code, or this Agreement. For employees assigned to the Main Jail complex or to the Elmwood complex, the normal workday shall consist of a shift of either eight (8), ten (10), or a modified Twelve (12) Plan consisting of six and one-half (6.5) or twelve and one-quarter (12.25) hours per workday, depending upon assignment and as set forth hereinafter. For employees assigned to the Support Services, Specialized Unit: Programs and Classifications, the normal workday shall consist of a shift of either eight (8), ten (10), or a modified Twelve (12) Plan consisting of eight (8) or twelve (12) hours per workday, depending upon assignment and as set forth hereinafter.

- a) For employees assigned to the Main Jail complex or to the Elmwood complex, assigned by the Appointing Authority to the modified Twelve (12) Plan will continue to work on the modified Twelve (12) Plan during the term of this Memorandum. All hours worked by such employees on the modified Twelve (12) Plan (and their briefing time) shall be compensated at straight time, up to 6.5 hours or up to 12.25 hours per day (depending on the number of hours and the duty shift to which the employee is assigned) and 80.0 hours per pay period, with all hours in excess thereof to be considered overtime.
- b) For employees assigned to the Support Services, Specialized Unit: Programs and Classifications, assigned by the Appointing Authority to the modified Twelve (12) Plan will continue to work on the modified Twelve (12) Plan during the term of this Memorandum. All hours worked by such employees on the modified Twelve (12) Plan shall be compensated at straight time, up to 8 hours per day or up to 12 hours per day (depending on the number of hours and the duty shift to which the employee is assigned) and 80.0 hours per pay period, with all hours in excess thereof to be considered overtime.
- c) The Appointing Authority reserves the right to convert assignments on either of the modified Twelve (12) Plans to either a 5/8 or a 4/10 Plan, upon the giving of forty-five (45) calendar days' advance notice of such change to the Association, which shall be afforded the opportunity to meet and confer on such a proposed change prior to its implementation.

### **7.2 Assignment of Shifts and Days Off**

The Appointing Authority will set up a standard shift and days off assignment policy within each department. Assignment of Shifts and Days Off shall be conducted once a year. Shift and days off assignment shall be determined, first, by persons being assigned to a shift and to days off based on the administrative needs of the



department, so as to have a certain minimum number of experienced and/or qualified or skilled personnel on a shift. Once such department needs are met, shifts and days off maybe determined based upon training and/or significant personal needs of an employee which reasonably require that the employee be assigned a particular shift or days off. Once such departmental and such personal needs are met, shifts and days off shall be determined by the time in rank as adjusted through reduction, by any leave of absence without pay and suspension, except that leave of absence without pay taken after June 30, 1997 for maternity or paternity reasons of up to six (6) months in each instance shall not be deducted and also including unpaid military and leave and unpaid temporary disability leave upon expiration of 4850 time. Under no circumstances shall place of residence of an employee be a determining factor in assigning shifts and days off.

This Agreement shall not restrict the Appointing Authority from making periodic changes in shifts consistent with this Agreement.

### **7.3 Notice of Divisional Change**

- a) Both parties agree that no divisional change shall be scheduled without two weeks' notice, except in case of an emergency or when there is a waiver of time limits by the employee or by the Association, as appropriate.
- b) Notwithstanding (a), *supra*, Appointing Authority may transfer employees in non-emergency situations with less than two (2) weeks' notice, provided that for each day of transfer without the required two (2) weeks' notice employees so transferred shall receive additional pay of five percent (5%) for each full shift worked without the required notice.
- c) At seventeen (17) years of service with the Department employees serving as Correctional Deputies/Officers will be able to transfer to another division based on seniority as long as the Correctional Deputy/Officer is signed off on training at both Main Jail Complex and Elmwood Complex.
- d) Sergeants and Lieutenants are not eligible to transfer between facilities based on seniority and will be transferred based upon Departmental needs.
- e) The Appointing Authority will retain the ability to retain employees who otherwise qualify to transfer in positions at either facility in order to address the needs of the Department.
- f) The divisional transfer will occur once a year in January beginning 2006.

### **7.4 Exchange of Days Off**

Personnel within a Department will be allowed to voluntarily exchange days off within a biweekly pay period provided the County does not incur any overtime or

additional costs due to the voluntary exchanges. All such voluntary exchanges of days off must have prior administrative review and approval.

## **7.5 Overtime Work**

### a) Overtime Defined - Employees Exempt from Fair Labor Standards Act

Overtime is defined as time worked beyond eighty (80) hours in any biweekly pay period or beyond eight (8), ten (10), six and one-half (6.5), twelve (12) or twelve and one quarter (12.25) hours in any workday (depending upon the number of hours and the duty shift to which the employee is assigned). Time for which pay is received but not worked (such as vacation, sick leave, leave of absence with pay) shall be counted towards the base period.

For all employees except those in either of the modified Twelve (12) plans, overtime is defined as time worked beyond eighty (80) hours in any biweekly pay period or beyond eight (8) or ten (10) hours in any workday (depending upon the number of hours and the duty shift to which the employee is assigned). For employees assigned to the Main Jail complex or to the Elmwood complex, in the modified Twelve (12) Plan, overtime is defined as all work in excess of 6.5 hours per day, 12.25 hours per day (depending on the number of hours and the duty shift to which the employee is assigned) or 80.0 hours per pay period. For employees assigned to the Support Services, Specialized Unit: Programs and Classifications, in the modified Twelve (12) Plan, overtime is defined as all work in excess of 8 hours per day, 12 hours per day (depending on the number of hours and the duty shift to which the employee is assigned) or 80.0 hours per pay period. Time for which pay is received but not worked (such as vacation, sick leave, leave of absence with pay) shall be counted towards the base period.

### b) Overtime Defined - Employees Covered by FLSA

As allowed by the 7K exemption, the County has designated a fourteen day work period. Overtime is defined as time worked beyond eighty (80) hours in any fourteen consecutive day work period or beyond eight (8), ten (10), six and one-half (6.5), twelve (12) or twelve and one quarter (12.25) hours in any workday (depending on the number of hours and the duty shift to which the employee is assigned). All hours in excess of 80.0 hours per work period shall be paid at the overtime rate. Time for which pay is received but not worked (such as vacation, sick leave, leave of absence with pay) shall be counted towards the base period.

### c) Rate of Pay

When overtime work is assigned and performed, payment for such time worked shall be paid in cash at the rate of one and one-half (1 1/2) times the

regular hourly rate of pay, except for employees on the modified Twelve (12) Plan who shall be paid overtime consistent with (a) & (b) of this section.

- d) If the Fair Labor Standards Act is determined by the U.S. Supreme Court or Legislation to not apply to State and local government, 7.5 (b) will be deleted and 7.5 (a) shall apply to all classifications.
- e) The County will insure that all badge staff assigned to work in the Custody Bureau have or will receive training in jail operations. Sheriff's Correctional Deputies assigned to the Sheriff's Transportation Unit must receive a minimum twenty-four (24) hours of STC training (or equivalent hours of POST training recognized by STC) prior to being eligible to sign up for overtime hours in the jail facilities.
- f) Compensatory Time
  - 1. Compensatory time off accruals/balance shall be limited to a maximum of eighty (80) hours.
  - 2. FLSA non-exempt employees, Correctional Sergeants and Sheriff's Correctional Sergeants shall use accrued compensatory time within 12 months of the date the overtime was worked or it shall be cashed out.
  - 3. The employee shall elect to receive either compensation at the overtime rate of pay or compensatory time off on or before the date of the work assignment.
  - 4. Use of compensatory time off shall be subject to prior management approval.
- g) Order of Overtime Assignments

Should overtime work be authorized and approved by management, the overtime shall be offered to coded employees and extra help employees in the following order:

  - 1) Coded employees who have volunteered for the overtime list for their division for which the overtime assignment exists.
  - 2) Extra help employees only if no coded employees from the overtime list volunteer to work the overtime assignment. Extra help employees shall be paid at either straight time rate of pay or overtime rate of pay, pursuant to FLSA, based upon the number of hours worked within the pay period.

The management reserves the right to suspend the order of overtime and assign overtime to either a coded or extra help employees in the event of an emergency. If assigned, extra help employees shall be paid at either straight time rate of pay or overtime rate of pay, pursuant to FLSA, based upon the number of hours worked within the pay period.

### **7.6 Meal Periods**

a) **Length**

Both parties agree that all personnel required to be at their post or immediately available for work in an emergency during their meal period will have a thirty (30) minute paid meal period during each shift worked.

b) The employees who are required to be on duty in any correctional facility operated by the Santa Clara County, Sheriff's Office, Custody Bureau during the serving of meals shall be entitled to that meal without charge.

c) All personnel not required to be at their post or immediately available for work in an emergency during their meal period will have a non-paid, duty-free meal period of not less than one-half (1/2) or more than one (1) hour. The work day shall be lengthened by the amount of time taken for the meal period.

### **7.7 Rest Periods**

All employees shall be granted, and may take, a rest period of fifteen (15) minutes during each one-half of their shift, and rest periods shall be considered as time worked for pay purposes. A rest period not taken does not entitle the employee to leave work at an earlier time nor does it entitle an employee to any additional pay.

### **7.8 Night Shift Differential**

"Night Shift" means an assigned schedule of work hours of which not less than one-half (1/2) the total number of hours, plus one (1) hour, are worked after 5:00 p.m. and before 8:00 a.m. Premium pay for night shift shall be paid as follows:

Effective November 30, 2020, 7.5% of base wage per hour for all such qualifying hours worked irrespective of classification, pay level, overtime status, holiday work, or other wage variations.

The night shift premium shall not be allowed in computing payments at the time of termination.

### **7.9 Call-Back Pay**

- a) There shall be a minimum of three (3) hours pay for each call-back at the overtime rate, except when such call-back is contiguous to the start of the employee's regularly scheduled shift.
- b) An employee is not eligible for call-back pay when the employee is scheduled in advance to work at a time other than their regularly scheduled shift.
- c) If an employee is scheduled to work in advance and no work is available when the employee reports for work, the employee shall be paid for the actual hours scheduled up to a maximum of three (3) hours. Overtime, if applicable, shall be paid in accordance with Section 7.5.
- d) If an employee is called back on a day the employee was not scheduled for duty or prescheduled for overtime, or if an employee is called back for a department-wide emergency, declared by the Appointing Authority, the employee shall receive additional pay from the time the call-back is made up to a maximum of one (1) hour.
- e) If an employee is called back from scheduled vacation, he/she will receive overtime pay rather than vacation credit. Such pay will be entered into the payroll following the employee's return to work from vacation.

### **7.10 Court Appearance Minimums**

- a) When required to make a court appearance on a scheduled day off, there shall be either a payment equal to three (3) hours pay at the overtime rate or payment for all hours actually worked at the overtime rate, whichever is greater. Morning and afternoon appearances on the same day in the same case shall be considered as a single, continuing appearance. Morning and afternoon appearances on the same day on separate cases shall be considered as separate appearances. Pay for two court appearances is the maximum that can be paid for one day, regardless of the number of required appearances.
- b) Any and all court appearance time worked immediately prior to or following a complete scheduled shift shall be paid at the overtime rate for all hours.
- c) If an employee is called back for Court duty and picks up evidence for Court, and the Court duty extends beyond three (3) hours, the employee shall be credited, upon authorization, with an additional one-half (1/2) hour pay for travel.

- d) If an employee appears in court during a scheduled vacation, he/she will receive overtime pay rather than vacation credit. Such pay will be entered into payroll following the employee's return to work from vacation.
- e) When required to make court appearances more than three (3) hours prior to the beginning or following the conclusion of a regularly scheduled work shift there shall be a minimum payment of three (3) hours paid at the overtime rate or payment for all hours of the appearance at the overtime rate, whichever is greater.
- f) The term "court appearance" includes appearances at Inmate Disciplinary Hearings.
- g) If an employee is scheduled to appear in court on behalf of the County immediately following a regularly scheduled night shift; that employee, with prior written management approval, shall be allowed to take the last four and one-half (4.5) hours of the shift scheduled immediately prior to the court appearance as paid time off that will not be debited against any of the employee's leave banks.

### **7.11 Bilingual Pay**

Effective November 30, 2020 on recommendation of the Appointing Authority and approval of the County Executive, payment of one hundred and fifty dollars (\$150.00) per month will be paid to personnel who are assigned to use their bilingual skills. The assignment of personnel shall be based on department seniority per shift. Selection of the language shall be by the County and all personnel receiving the differential must be certified as proficient by the County. The assignment shall be voluntary.

### **7.12 Assignment Differentials**

- a) An approximate five percent (5%) differential shall be paid to all employees per day when assigned by Management as a designated Jail Training Officer responsible for departmentally designated training programs. A Jail Training Officer will be paid a differential if he/she is assigned by Management a trainee and is responsible for the daily evaluation of that trainee.
- b) A differential of approximately five percent (5.0%) of the base rate of pay shall be paid to all Sheriff's Correctional Lieutenants per pay period when assigned by management as a designated Assistant Division Commander in the Main Jail, Elmwood, Correctional Center for Women, Personnel Lieutenant or Support Services. The differential will be suspended if the Sheriff's Correctional Lieutenant is unable to perform the assigned duties for one full pay period or more. The differential will be reinstated upon the first complete

pay period after the Sheriff's Correctional Lieutenant resumes the assigned duties.

### **7.13 Canine Handler Differential and Stipend**

Effective on September 6, 2021, Sheriff's Correctional Deputies and/or Sherriff's Correctional Sergeants assigned as canine handlers shall be compensated for the off-duty care and handling of the canine (which includes, but is not limited to, feeding, grooming, exercising, bonding, health-care, cleaning up after etc.) through a cash differential. Sheriff's Correctional Deputies and/or Sherriff's Correctional Sergeants assigned as canine handlers shall be paid a cash differential of \$565.70 biweekly which shall be the exclusive flat rate compensation for the off-duty care and handling for each assigned canine. The County and the Association agree that the above cash differential is based on an average of sixty (60) minutes per day of off-duty canine care and handling time, per canine, over 14 days per pay-period; and further agree that the differential is based on the Kennel Attendant overtime base rate of pay. Off-duty canine care time shall not be considered time worked for the purposes of determining overtime eligibility or pay under Section 7.5 of this Agreement when canine handlers work their regularly scheduled work hours at their Sheriff Correctional Deputy and/or Sherriff's Correctional Sergeant rate of pay. The canine handler compensation shall be paid in compliance with the Public Employees' Pension Reform Act of 2013.

The \$565.70 biweekly cash differential was arrived at during negotiations over canine pay between the County and CPOA and is based upon the County's Canine Handler Time Study Administrative Report ("Report") dated September 21, 2020 and provided to CPOA. The Report investigated the actual time spent by Sheriff's Correctional Deputy and/or Sheriff's Correctional Sergeant canine handlers in their provision of off-duty care and handling and included interviews with all canine handlers. The County and CPOA agree that compensating the assigned canine handlers for sixty (60) minutes per day for the off-duty care and handling of the canine is reasonable, based upon the Report, and is in compliance with FLSA pay requirements. The parties agree that any time spent in excess of sixty (60) minutes per day is not reasonable or necessary and is unauthorized.

A canine handler shall be paid a fifty dollar (\$50.00) biweekly stipend for food for each assigned canine. The stipend for food shall be paid in compliance with the Public Employees' Pension Reform Act of 2013 and will be subject to customary payroll deductions and withholdings.

Canine handlers may be assigned a County owned vehicle in order to transport their County owned canine to and from their place of residence where the County canine is housed, excluding scheduled days off. Board Policy 3.52 - Comprehensive Vehicle

Policy and General Order Policy 309 shall govern the use of the County owned vehicle. If assigned, the County owned vehicle will be removed when the canine handler is no longer actively assigned to the on-duty handling of a County owned canine.

A canine handler shall be paid a one-time, non-PERSable, lump sum of one thousand five hundred dollars (\$1,500.00) for each assigned canine to cover the cost of constructing a kennel to safely and humanely house each assigned canine at the canine handler's residence consistent with General Order Policy 309. The one-time, non-PERSable, lump sum shall be paid on the pay-period when the canine handler takes possession of their assigned canine(s). The department shall not be responsible for the repair and/or replacement costs of an unserviceable kennel due to the canine handler's negligence or failure to properly maintain the kennel. The lump sum payment for kennel construction shall be paid in compliance with the Public Employees' Pension Reform Act of 2013 and will be subject to customary payroll deductions and withholdings.

A canine handler shall be paid a one-time, non-PERSable, lump sum of one thousand two hundred dollars (\$1,200.00) for each assigned canine to cover the cost of equipment (to include, but is not limited to, leashes, collars, crate, harness, bowls, brushes, etc.) and other expenses incidental to the care and handling of the assigned canine(s). The one-time, non-PERSable, lump sum shall be paid on the pay-period when the canine handler takes possession of their assigned canine(s). The department shall not be responsible for the repair and/or replacement costs of missing or unserviceable equipment due to the canine handler's negligence or failure to properly maintain the equipment. The lump sum payment for canine equipment shall be paid in compliance with the Public Employees' Pension Reform Act of 2013 and will be subject to customary payroll deductions and withholdings.

The Appointing Authority may exercise the option of kenneling department owned canines at the department's expense. Should the Appointing Authority decide to kennel department owned canines, the canine handlers shall not be entitled to the biweekly cash differential, the stipend for dogfood nor the lump sums to cover the kennel, canine equipment or other incidental expenses associated with the care of the assigned canine(s). The Appointing Authority may allow canine handlers assigned to a canine(s) to purchase the canine(s) for \$1 when the canine(s) is taken out of service at the Appointing Authority's sole discretion.

If a canine handler is unable to care for and directly supervise the department owned canine for reasons to include, but not limited to, injury, illness or vacation, for a period of 24 hours or more, the canine handler is required to either: 1) kennel the department owned canine in a facility that is approved by the Appointing Authority or his/her designee; or 2) arrange for an alternative handler, that is approved by the



Appointing Authority or his/her designee, to care for and supervise the department owned canine. The Department will bear the costs associated with kenneling the department owned canine. The canine handler is required to give a minimum of 48 hours advanced notice of inability to care for or directly supervise a department owned canine unless exigent circumstances prevent 48 hours' notice. If the canine handler is unable to resume complete handling duties within in 60 calendar days of non-supervision of their assigned canine, the Appointing Authority or his/her designee may, at their sole discretion, reassign the County owned canine to a different canine handler.

If the department owned canine is kenneled for one complete pay period or more, the canine handler will not be entitled to the \$565.70 differential, or the \$50 bi-weekly stipend normally associated with the care and handling of the canine while the department owned canine is kenneled. If the canine handler supplies the dog food to the kennel when the department owned canine is kenneled, the \$50 bi-weekly stipend shall not be suspended while the department owned canine is kenneled for one complete pay period or more. If the department owned canine is cared for and handled by a department approved alternate handler who is also a County employee, that alternate handler shall be entitled to the \$565.70 differential and the \$50 bi-weekly stipend provided that the alternate handler cares for the department owned canine for one complete pay period or more. The canine handler will be entitled to the \$565.70 differential, or the \$50 bi-weekly stipend normally associated with the care and handling of the canine commencing the next complete pay period that the canine handler resumes the care and handling of the department owned canine.

Canine handlers who have been assigned to a canine and are presently engaged in deploying their canine at the direction of the department on, or before, *September 6, 2021*, shall be paid the lump sum for the kennel construction and canine equipment described in this section. The lump sum shall not be paid to former canine handlers whose canine(s) are no longer in active service for the department as of *September 6, 2021*.

The County and CPOA agree that Master Salary Ordinance Footnote No. 252 providing the Canine Handler Differential shall be eliminated on October 16, 2023. Canine Handlers shall not be paid simultaneously for both the canine handling differential provide for in the MOU and Master Salary Ordinance Footnote No. 252.

**Section 8 - Uniform Allowance and Equipment**

**8.1 Uniform Allowance**

Existing uniform requirements affecting employees covered by this Agreement shall be enforced for the life of this Memorandum of Understanding. Grooming standards will be set by the Departments.

All personnel will receive annually a one thousand forty-five dollar (\$1,045.00) uniform allowance payment and will commence responsibility for uniform purchase, replacement and maintenance.

The uniform allowance shall be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on payroll calendar year) and the quotient shall be paid to the employee each pay period.

The uniform allowance shall not be paid for any pay periods in which the employee is in an unpaid status for the complete pay period. The uniform allowance shall be prorated for code status (full time employee or part time employee).

Newly hired employees shall receive the uniform allowance beginning on their pay period of hire. Newly hired employees shall not be paid the uniform allowance retroactively to the first pay period of the payroll calendar year.

The County shall provide all necessary protective clothing to employees in classifications as required by law under Cal OSHA, Title A, Article 10. The County shall continue to pay the cost of repairing or replacing uniforms, clothing and equipment which have been damaged, lost, or destroyed in the line of duty.

**8.2 Safety Equipment**

a) The County shall provide Sheriff's Correctional Deputies with all safety equipment required by law, as needed, including but not limited to the following:

- |                 |                 |
|-----------------|-----------------|
| Handcuffs       | Key Holder      |
| Sam Browne Belt | 4-Keeper Straps |
| Handcuff Case   | Rain Gear       |
| O.C. Holder     | Flashlight      |
| Pepper Spray    |                 |

b) The safety equipment shall be provided to all newly-hired employees and to all existing employees at such times as their present equipment becomes unserviceable or lost.

- c) The County shall provide Sheriff's correctional Deputies who are actively assigned by management to a gun bearing position with all safety equipment required by law, as needed, including but not limited to the following:

Ballistic Vest

Collapsible baton/pouch

Tourniquet

External Vest Carrier

Baton

Baton Ring

## **Section 9 - Benefit Plans**

### **9.1 Medical Insurance**

Effective September 1, 2014, 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 premiums for employee only and family tiers that are not covered by the workers share of premium. The worker share shall be as follows:

Valley Health Plan 0% Single, Adult and child(ren), Two adults or Family

Non- VHP HMO Plan 0% Single, 2%, Adult and child(ren), Two adults or Family

Point of Service Plan 0% Single, \$52.83 Family

Effective June 5, 2017 for tiers with dependent coverage in the non-VHP HMO or the POS plan, the employee share of premiums shall increase by ten percent (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 described above based upon the covered employee's standard hours.

The parties agree that the non-VHP HMO, Valley Health Plan and the Point of Service plan shall continue under the current coverage in effect on September 1, 2013.

Effective with coverage on December 26, 2011, the non-VHP HMO Plan will be changed to \$10 co-payments for office visits, \$35 co-payment for emergency room visits, \$5-\$10 co-payment for prescriptions (30-day supply) and \$10-\$20 co-payment for prescriptions (100-day supply) and \$100 co-payment for hospital admission; the Point of Service Plan will be changed to \$15/\$20/30% (Tier 1/2/3) for office visits, \$50/\$75/30% co-payment for emergency room visits, and \$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply) and \$10/\$30/\$60 co-payment for prescription (90-day supply).

Dual Coverage

Effective November 1, 1999, married couples and same sex 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 same sex 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

Benefits shall be provided in accordance with Section 10-Domestic Partners.

Premiums During Medical/Parental Leave

The County shall pay the premiums as described in section 9.1 for employees for a period of thirteen (13) pay periods while the employee is on medical leave without pay or parental leave.

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.

Modification of VHP

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

Mitigation of Excise Tax

Medical insurance benefits, as described in this section shall not be modified except by mutual agreement through June 30, 2017.

After June 30, 2017, employees in the bargaining unit who are entitled to health insurance coverage as described in Section 9.1 "Medical Insurance" shall be offered the health plans and benefit levels that are no less than those received by the majority of County employees in coded positions. Upon request of the Association, the County shall meet over the impact of changes in carriers, plans, plan designs, and/or medical flexible spending accounts that may occur to address, negate or mitigate the imposition on the County of the federal excise tax in the Affordable Care Act.

Medical Benefits for Retirees

a) For Employees Hired before August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed five (5) years service (1,305 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over sixty-five (65) who are 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 domestic partner (as defined in the Domestic Partner Section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

b) For Employees Hired after August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed eight (8) years of service (2,088 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over the age of sixty-five (65) who are 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 domestic partner (as defined in the Domestic Partner Section of this agreement) 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 June 19, 2006:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed ten (10) years of service (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) who are 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 domestic partner (as defined in the Domestic Partner Section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

- d) For employees hired on or after January 6, 2014:  
The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed fifteen (15) years of service (3,915 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 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 domestic partner (as defined in the Domestic Partner section of this agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.
- e) Continuous Service  
Such years of service expressed in subsections a), b), c) and d) above must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County. The intent of this section is to codify existing County practice.
- f) Delayed Enrollment in Retiree Medical Plan  
A retiree who otherwise meets the requirements for retiree only medical coverage under Section 9.1 Medical Benefits for Retirees, subsections a), b), c), or d) may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period after retirement.
- g) Employee Contribution Toward Retiree Medical Obligation Unfunded Liability Effective with the payperiod beginning August 18, 2014, employees shall contribute on a biweekly basis an amount equivalent to \$45.50 of the lowest cost early retiree premium rate. Such contributions are to be made on a 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.

## 9.2 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.

### **9.3 Life Insurance**

The County agrees to continue the existing base group Life Insurance Plan of twenty-five thousand dollars (\$25,000) per employee. A special additional benefit of an additional twenty thousand dollars (\$20,000) on-the-job industrial accidental death and dismemberment policy shall be provided.

### **9.4 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.

### **9.5 Mental Health Program**

The County agrees to continue a Safety-focused Employee Assistance Program for employees represented by the Santa Clara County Correctional Peace Officers' Association, Inc. The program shall be evaluated annually by a joint committee mutually agreed to by both parties. A new program may be mutually selected by the County and Correctional Peace Officers' Association, Inc. provided the appropriate selection process is followed consistent with County procurement policies and the County is not required to increase program funding.

### **9.6 Vision Care Plan**

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.

**9.7 Retiree Health Reimbursement Account**

The Association and the County agree to open discussions on a Retiree Health Reimbursement Account or equivalent. The County and Association agree that no implementation of a Retiree Health Reimbursement Account or equivalent shall occur except upon mutual agreement.

**Section 10 - Domestic Partners**

a) 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.

b) Tax Liability

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

## **Section 11 - Retirement**

Classic safety employees shall refer to those employees who are eligible for and are placed in the "3% @ 50" retirement tier. PEPRAs safety employees shall refer to those employees who are eligible for and are placed in the "2.7% @ 57" retirement tier.

### **11.1 Public Employees' Retirement System**

- a) The County shall take action to effectuate an amendment to its PERS contract to implement "3% @ 50" for PERS safety employees. "3% @ 50" will be implemented when all PERS required procedures are complete.
- b) Effective February 3, 2014, the Association agrees that each classic employee shall contribute to PERS cost share employee contribution, through payroll deduction, an amount equal to 9.0% of PERS reportable gross wages which eliminates Employer Paid Member Contribution. In return for the ongoing payment of 9.0% of PERS reportable gross wages to the PERS cost share employee contribution, the County will provide classic employees an equivalent self-funded wage increase which is approximately 6.946%.

### **11.2 Public Employees Pension Reform Act (PEPRA) of 2013: safety employees**

Pursuant to PEPRA, effective January 1, 2013 each PEPRA employee shall pay half of the normal cost to the PERS cost share employee contribution. The normal cost shall be adjusted pursuant to PEPRA. Each PEPRA employee was required to contribute to the PERS cost share employer contribution, through a payroll deduction, an amount equal to 3.5% of PERS reportable gross wages. In return for the payment of 3.5% of PERS reportable gross wages to the PERS cost share employer contribution, the County provided PEPRA employees an equivalent self-funded wage increase which is approximately 6.946%. Effective October 16, 2023, the requirement for PEPRA employees to contribute 3.5% of PERS reportable gross wages to the PERS cost share employer contribution shall be terminated but the County shall continue to provide the 6.946% self-funded wage increase to PEPRA employees.

### **11.3 Advanced Disability Pension Payments**

When the County does not allow the employee to work as a result of an industrial injury with permanent work restrictions and the County has determined that the employee cannot be accommodated in his/her current classification and there is no other viable position for accommodation within the Department, the County shall provide Advanced Disability Pension Payments (ADPP) within 30 days after exhaustion of paid time as described below and if the following conditions are met:

The employee applies for disability retirement with the County within 30 days from removal of duty, and

the employee has exhausted 4850 benefits, and

the employee has exhausted accrued but unused sick leave, and  
the employee cooperates fully with the County's evaluation process.

The County agrees to provide written information to an employee relating to the industrial disability retirement process prior to removing an employee from duty under this section.

For continuation of County benefits an employee has the option of using Scheduled Time Off (STO) prior to ADPP.

Non-industrial injuries are not covered by the provisions of this section. The County agrees to provide written procedural information to an employee who is injured off the job and is contemplating applying for non-industrial disability retirement.

## **Section 12 - Legal Holidays**

### **12.1 Specification of Holidays**

The following shall be observed as legal holidays:

- a) January 1st
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February
- d) Cesar Chavez' Birthday Holiday (March 31<sup>st</sup>)
- e) Last Monday in May
- f) June 19<sup>th</sup>
- g) July 4<sup>th</sup>
- 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) Friday following Thanksgiving Day (Day after Thanksgiving)
- m) December 25<sup>th</sup>
- n) Other such holidays as may be designated by the Board of Supervisors.

All previous informal holiday time off practices are eliminated and unauthorized.

### **12.2 Observance**

Employees shall enjoy the same number of holidays, regardless of variations in workweeks and schedules. For employees who are assigned to positions which are not normally staffed on the weekends (Saturdays and Sundays, such as Personnel and Administration, etc.), holidays which fall on a Saturday shall be observed on the preceding Friday and holidays which fall on a Sunday shall be observed on the

following Monday. For employees who are assigned to positions which normally work on the weekends (such as correctional facility personnel), the holiday shall be observed on the actual day listed in 11.1, *supra*. Holidays which fall during a vacation period or when an employee 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.

### **12.3 Holiday Work**

If holiday work is assigned and authorized by the County Executive, such time worked by regular employees shall be paid in cash at a rate of one and one-half (1 1/2) times the regular hourly rate, including premium pay for shift differentials, plus any holiday pay to which the employee may be entitled.

**Section 13 - STO & Sick Leave****13.1 Scheduled Time Off**

The parties have agreed to a scheduled time off program which covers all former paid leave.

a) STO Bank 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 & WORK DAY EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORKDAYS	ACCRUAL FACTOR PER HOUR	HOURLY ACCRUAL FACTOR PER PP	MAXIMUM ALLOWABLE BALANCE
1st year 1st through 261 days	19	.073076	5.846	57 work days
2nd through 4th year 262 through 1044 days	21	.080769	6.461	63 work days
5th through 9th year 1045 through 2349 days	25	.096153	7.692	75 work days
10th through 14th year 2350 through 3654 days	27	.103846	8.307	81 work days
15th through 19th year 3655 through 4959 days	29	.111538	8.923	87 work days
20th and thereafter 4960 days	31	.119230	9.538	93 work days

b) Pre-Scheduled Usage

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

c) Scheduled Time Off Bank 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:

1. When absent on full salary due to work-related compensation injury which prevents the employee reducing credits to the maximum allowable amount, or
2. 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.

d) Scheduled Time Off Bank 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.

e) STO Cash Out

Employees may request to cash out up to 80 STO hours during the calendar year in which STO hours are earned, 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 STO hours to cash out in the upcoming calendar year. An employee's failure to elect a specific cash out amount of STO hours in November for the following year's STO hours accrual shall preclude the employee from cashing out any STO hours. Employees may elect to receive payment of the elected STO hours at any time during the calendar year for which the election was made, but only after the STO hours are accrued. Hours that have been elected for cash out, that remain uncashed by pay period 25 of the payroll calendar year, will be cashed out to the employee by the Controller's Office in that pay period 25 of the payroll calendar year.

**13.2 Time for Vacation**

Annual Vacation sign-ups for all employees (including Academy graduated on-the-job- trainees) shall be conducted by the Department in the month of December. The Department will segregate vacation sign-ups for independent or stand alone



assignments and specialized units from division vacation sign-up in order to reduce the impact of vacation requests from individuals in stand alone assignments and specialized units on vacation sign-ups made at the division level.

Vacation preference/sign-up within a division/specialized unit shall be based on (1) rank, (2) time-in-rank as modified in section 7.2, and (3) Department seniority, by Division, by Team. Division Administration shall make vacation slots available for each team using a factor of approximately 13% with a minimum of 9 vacation slots, of the number of personnel assigned to the team. An officer who is transferred, or reassigned, shall not lose his vacation sign-up preference because of said transfer, or reassignment.

Upon initial sign-up, employees in order of seniority may split their vacation sign-ups into eight (8) blocks, provided that each block shall not be less than one (1) calendar week, nor more than eight (8) total calendar weeks for all blocks combined. All employees, covered under this MOU, in their first year of employment are guaranteed two weeks should they have adequate leave balances at the time of bidding. In the event that all vacation slots have been filled, the last two weeks available will remain open until all employees have completed vacation sign-ups. A calendar week is defined as Sunday through Saturday. Management may allow a one week block of vacation to begin on a Saturday for purposes of facilitating vacation requests for employees whose regularly scheduled work week begins on a Saturday.

Once initial sign-ups have been completed, the vacation calendar shall be posted and employees in order of seniority may request remaining vacant slots as secondary vacation. Secondary vacation requests will be made in one (1) week intervals and not to exceed the employee's accrued vacation. All initial and secondary sign-ups shall be completed by January 1st.

Once the primary and secondary vacation sign-ups have been completed employees may request to be placed on the standby vacation list in one (1) week intervals (when there are no more vacant slots available for a specific week). Standby vacation requests will be accepted and the employee will be placed on the list on a first come, first serve basis. Employees will be granted their standby vacation when the Division receives cancellation notices for that time period upon approval by the Division Commander. Exchanging vacation leaves between employees is prohibited.

Employees excluding Correctional Sergeants, Sheriff's Correctional Sergeants and Sheriff's Correctional Lieutenants, must take their scheduled vacation in increments of not less than one (1) week (Sunday through Saturday). Employees may cancel their scheduled vacation in increments of one week. All cancellations must be submitted to

the employee's Division Commander or the appointing authority's designee a minimum of two calendar weeks prior to their scheduled vacation.

Approval of vacation request, after December, shall not necessarily be based on seniority and shall be granted at the discretion of the Division/Section Commander. Employees are responsible to monitor and manage their own vacation balances.

Employees who have an authorized vacation scheduled in increments of one (1) work week may submit a written request to reduce the length of vacation time to increments of not less than one (1) workday. The written request must be submitted no less than 14 calendar days prior to the vacation start date.

Authorized vacations that are modified to a length of time less than one work week will NOT be considered a cancellation for purposes of authorizing any time off, to include, but not limited to, vacation or personal leave, to employees on the vacation stand by or secondary list.

Employees are reminded that they are responsible for monitoring and managing their own vacation balances. No additional consideration will be given to any employee who reaches their three (3) year vacation carry over limit because they chose to reduce the amount of vacation time taken.

Lieutenants' Vacation Requests:

The above provisions regarding Annual Vacation sign-ups shall apply for the rank of Lieutenants with the following exception: Annual Vacation sign-ups for lieutenants assigned as a Team Watch Commander shall be conducted Department-wide, and then seniority.

**13.3 Sick Leave Bank Accrual**

a) Sick Leave Bank Accrual

Each employee shall be entitled to an annual sick leave bank accrual. Sick leave is accrued 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 hour is .030651 and the accrual factor per full pay period is 2.462.

b) Sick Leave Usage

For each approved absence due to personal illness, bereavement, or any other reason shall be charged to the Sick Leave Bank (limited to three days for bereavement). Such sick leave bank usage must be approved by management.

c) Family Care Usage

An employee will be entitled to use one half (1/2) of his/her annual accrued leave in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse or domestic partner of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee.

d) Doctor's Notes

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from an accredited physician. Management may require such a supporting statement for absences of three (3) days or less.

e) 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 mother, father, grandmother, grandfather, domestic partner, son or daughter of the employee or of the spouse of the employee and the spouse, son-in-law, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee. Up to five (5) days with pay shall be granted. The first and second days shall not be charged to any employee bank. The third, fourth and fifth day, if needed, shall be charged to the sick leave bank.

f) Medical and Dental Appointments

An employee shall be allowed on an annual basis to charge up to twenty-four (24) hours directly to the sick leave bank for the purpose of medical and dental appointments.

g) 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%

An employee not in good standing at the time of his/her retirement or resignation will receive no sick leave payoff. For purposes of this section, "not in good standing" means an employee who has retired or resigned to avoid dismissal where either dismissal procedures are pending or there is cause to initiate dismissal proceedings. Should an investigation result in a determination that dismissal is not warranted, the right to sick leave payoff shall be restored.

The above payoff schedule applies to all retirements, including employer and/or employee initiated disability retirements. Employees may not use their sick leave balance to extend the effective date of disability retirement.

h) Reinstatement Pay Back

Employees receiving a sick leave bank payoff in accordance with Section 11.3 (g) 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 within ninety (90) days after notice of the amount due from the County.

## **Section 14 - Leave Provisions**

### **14.1 Military Leave**

a) **Governing Provision**

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. This section supersedes all previous military leave practices, either formal or informal.

b) **Physical Examination**

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 re-examination as ordered by provisions of a national conscription act or by any branch of the National or State military services.

### **14.2 Leave Without Pay**

a) **Reasons Granted**

Leaves of absence without pay may be granted to employees for 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, he/she shall provide reasonable advance notice to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leave:

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 non-PERS government agency employment.
5. Paternity leave.

b) **Revocation**

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) **Paid and/or unpaid leaves of absence may be granted by the County as designated in the County Leave of Absence Policy. 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.

**Section 15 - Career Incentive Program**

The Career Incentive Program attached to this document as Appendix B shall be continued in full force and effect during the terms of this Agreement, and all employees of the bargaining unit shall be eligible to participate in said program and shall be granted, in the next appropriate pay periods, the appropriate incremental increase in career incentive pay upon application and approval of meeting the qualifications of the intermediate or advanced level.

**Section 16 - Educational and Training Requirements/CIP - Maintenance**

a) State Mandated

Both parties agree that if the State of California mandates an educational requirement for employees of the unit, the parties will meet and confer and attempt to reach agreement on the payment of expenses resulting from said mandates.

b) Required Training - Range, CPR and First Aid/CIP Maintenance

As an express term and condition of employment, all personnel covered by this Agreement shall comply with CPR (Cardio-Pulmonary Resuscitation) and First Aid Training certification requirements. This time shall be counted as time worked effective November 30, 2020. This time shall be excluded from the CIP Program.

As an express term and condition of employment, all personnel covered by this Agreement who are authorized to carry firearms shall on their own time comply with State mandated firearm training/certification requirements. Although all efforts will be made to ensure that employees assigned to the Custody Bureau complete this training on-duty, failure of the County to schedule the training during on-duty hours or to pay for this training does not otherwise relieve Custody Bureau employees of their responsibility to ensure they comply with State standards and Sheriff's Office policy. Failure to comply may be grounds for discipline in accordance with Sheriff's Office's disciplinary procedures.

If under the Fair Labor Standards Act it is determined that the above range training/qualification cannot be completed on the employee's own time, then no CIP credit shall be given and he/she shall be compensated for his/her time.

Maximum CIP credit for range qualification time shall not exceed eight (8) hours per year.

Failure to comply with the above-required training shall be grounds for discipline in accordance with Sheriff's Department's disciplinary procedures.

In return for this agreement, all personnel covered by this Agreement who have participated for three (3) consecutive years in the CIP program, and are currently receiving or become eligible to receive 7.5% additional pay based on the requirements of the Advanced Level and participation in the CIP Program, shall be exempt from further maintenance requirements under Appendix B if they possess a Bachelor's Degree (or the equivalent number of semester or



quarter units) and have ten (10) or more years of accrued service with the department.

**Section 17 - Exercise Facility**

The County shall provide an exercise facility at the Main Jail, Elmwood/CCW. The County will allocate the rate of \$3,000 per year effective June 11, 2001 and to increase the rate to \$3,500 effective June 10, 2002, and to increase the rate to \$5,000 per year effective February 3, 2014 and to increase the rate to \$6,000 effective July 1, 2017 and to increase the rate to \$7,500 effective June 14, 2021 for the purchase and maintenance of exercise equipment for these facilities. Funds and usage are subject to County audit.

The Association agrees that all employees of the Sheriff's Office may use the exercise facilities.

**Section 18 - Temporary Work Location**

When an employee is assigned to work at a location different than his/her regularly assigned work location, the County will either supply transportation for such travel or reimburse the employee for all mileage traveled in excess of the distance normally traveled by the employee during his/her normal home-to-work commute.

**Section 19 - Tuition Reimbursement**

a) Fund

The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. A separate fund for this unit shall be established and will consist of twenty thousand dollars (\$20,000) per year. Unused portions of the aforementioned fund will rollover into the next fiscal year; however, such unused portions of the fund will accumulate for the term of this agreement and will revert to the County thereafter.

b) Eligibility

Employees are eligible to participate in the program provided:

1. The employee is not receiving reimbursement from any other government agency or private source. (This applies to reimbursement only.)
2. The training undertaken is related to the employee's occupational area or has demonstrated value to the County.
3. The application was filed with the appointing authority or his/her designee prior to the commencement of the course. Applications requiring time off must be filed with the appointing authority at least ten (10) days prior to the commencement of the course.
4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program.

c) Disapproval

Management may disapprove an application for tuition reimbursement provided:

1. Notice of disapproval is given to the employee within ten (10) working days after receipt of the application.
2. The County alleges disapproval is necessary because any of the provisions above have not been met.

d) Reimbursement

Total reimbursement for each employee participating in the program will not exceed one-thousand eight hundred dollars (\$1,800.00) per fiscal year. Mileage and subsistence will not be authorized unless the training is required of the employee. Within the above limit, employees shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.

e) Deduction Authorization

The employee shall sign a note which states that, upon receipt of reimbursement, he/she authorizes:

1. Deduction from his/her wages in the event he/she does not receive a passing grade of C or better,
2. Deduction of fifty percent (50%) of the amount of reimbursement if he/she leaves County employment within one (1) year after satisfactory completion of the course.
3. Deduction of the full amount of reimbursement if he/she leaves County employment before completion of the course.

## **Section 20 - Issuance of General Orders**

All employees shall be issued an abridged version of the copy of General Orders or Regulations applicable to their assigned Department. Copies will be distributed by the appropriate Department and will remain Department property.

For Sheriff's Correctional Deputies assigned to Department of Correction (DOC) and Sheriff's Correctional Deputies working overtime in the Department of Correction: DOC Policy and Procedures and relevant Sheriff's General Orders apply, and for Sheriff's Correctional Deputies assigned to the Sheriff's Office Transportation Unit: Sheriff's General Orders apply.

Sheriff's Correctional Deputies shall be afforded reasonable work time to review these materials as necessary to carry out their job duties.

## Section 21 - Layoff

a) Seniority Defined

For the purposes of this section, "seniority" shall be defined as time in rank as adjusted through reduction, by any leave of absence without pay and suspension, except that leave of absence without pay taken after June 11, 2001 for maternity or paternity reasons of up to six (6) months in each instance shall not be deducted and also including unpaid military and veterans leave and unpaid temporary disability leave upon expiration of 4850 time.

b) Order of Layoff

If the County exercises its right to lay off probationary or permanent employees, the County shall release extra help employees and any other temporary employees prior to laying off probationary employees or permanent employees. Employees on a probationary seniority list shall be laid off prior to employees on the permanent seniority list for that classification.

If two (2) or more employees on a seniority list have identical seniority within rank, any tie shall be broken by resort to the following processes, in declining order, should ties continue to exist:

1. Seniority within rank;
2. Seniority in the next lowest rank, if there exists such a lower rank;
3. Departmental seniority;
4. County seniority;
5. Chance.

c) Notice of Layoff

Employees subject to layoff shall be given at least twenty (20) working days' written notice prior to the effective date of layoff. "Working days" as used in this section means Monday through Friday excluding holidays.

d) Reassignment in Lieu of Layoff

The employee shall have the right to be returned to any lower classification in which permanent status had previously been held. If there are no vacancies in the next lower classification the layoff procedure shall apply. The employee who is reduced in rank shall be allowed to count all time spent in a higher rank

plus all time previously spent in the lower rank to determine his/her place on the list for the lower rank.

e) Rights to Other Positions

After the reduction in rank listed in d) any employee who is yet to be laid-off shall be allowed to claim a vacancy in the County in any lower classification in which he/she had permanent status. If no vacancy occurs he/she may be returned to that next lower classification and the layoff procedure for that organization shall apply.

- f) If an employee had been issued a layoff notice and has no reassignment in lieu of layoff rights pursuant to Section 22 (d) or rights to other positions pursuant to Section 22 (e), then that employee shall be considered for inplacement.

Inplacement is an offer of transfer (within specific wage bands) or demotion to an employee with a layoff notice into a vacant position which the County intends to fill during the layoff notice period.

The following conditions apply to the inplacement process:

1. An employee must be qualified to transfer or demote. The Personnel Director shall determine qualifications.
  - a. Testing requirements will be the same as if the employee had been reclassified.
  - b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
2. Transfer will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of 5% (five percent).
3. Normal transfer (ordinance code) rules apply (i.e. the employee can be taken on a permanent or probationary basis at the discretion of the appointing authority). If an employee had underlying permanent status, the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the employee on a subsequent probation with underlying permanent status, has Personnel Board appeal rights.
4. The employee may express a preference for certain occupational fields, assignments or departments. However, the employee has no right to claim any position nor is the County required to offer placement.



5. A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable by another employee issued a layoff notice or by any employee on a re-employment list.
6. An employee who is placed under Section 22 (f) or is laid off shall have his/her name placed on all reemployment lists pursuant to Section 22 (g) for the appropriate classification.
7. In determining placement offers, the Association and the County, on a case by case basis, may by mutual agreement include as part of the placement offer:
  - a. basic skill competency training and /or;
  - b. literacy training and/or;
  - c. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance provisions.
8. All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist employees in the re-employment list in addition to those employees with layoff notices. Such employees shall be entitled to all provisions of the Agreement.
9. If an employee is not placed by the effective date of the layoff notice, he/she shall be laid off under the provisions of the layoff notice.

g) Reemployment List

The names of such probationary and permanent employees reassigned or laid-off in accordance with this section shall be entered upon a reemployment list in inverse order of seniority. Names of reassigned or laid-off persons shall remain on the reemployment list for a period of two years. Upon certification of the reemployment list the person standing highest on the list shall be offered the position. Failure to accept such offer of employment shall cause the person's name to be removed from such list.

The reemployment list shall have priority over all other methods of filling a vacant position.

Any employee who voluntarily leaves County service or who is terminated for cause (and whose termination is sustained after appeals) shall irrevocably be removed from all reemployment lists.

- h) Involuntary breaks in service of employees due to layoff of a duration of less than twenty-four (24) months shall not be considered a break in service for the purpose of determining "competent service" for the purpose of step increases under Section 6.2 of this Agreement, nor of service in a probationary position under Section 23.2 of this Agreement. Any employee so situated shall be entitled to credit for all time previously served within classification for step increases and for service towards completion of the probationary period.

## **Section 22 - Personnel Actions**

For the purpose of this Section, the definition of a work day is a County business day.

### **22.1 Personnel Files**

- a) The County shall maintain a personnel file for each employee. Departments may also maintain a personnel file for each employee. Employees shall have the right to review their personnel file or authorize review by their representative. No non-routine material will be inserted into the employee's personnel file without concurrent notice to the employee. Employees may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance. Upon written request of the employee all materials relating to disciplinary actions recommended and taken shall be removed from the Personnel and Training file three (3) years after any disciplinary action has been imposed, provided no additional action has been taken during the intervening period. If disciplinary actions are overturned through the appeal process, those disciplinary materials shall be removed from the personnel file.
  
- b) An employee may request in writing to the Personnel Unit that a letter of reprimand be removed from his/her personnel and training file at the end of twenty-four (24) months from the date of issuance of the letter except letters of reprimand involving charges as listed in A25-301 (a)(4) *Brutality in the Performance of Duties* and (b)(2) *Guilty of Immoral Conduct or Criminal Act* and provided no additional letter of reprimand has been issued during the intervening period.

### **22.2 Probation**

- a) Each newly-hired employee covered by this Agreement shall serve a probationary period of 39 full pay periods. Upon successful completion of such probationary period, the employee shall be deemed a permanent employee. Employees holding a position in the competitive service who are promoted to another position in the competitive service shall serve a promotional probationary period of six (6) months. Upon successful completion of such promotional probationary period, the employee shall be deemed a permanent employee in such classification. Leaves of absence without pay shall not be credited towards completion of any probationary period. The parties agree that probationary employees at all ranks who begin a paid or unpaid leave of absence (excluding vacation) will have their probationary period extended by the period(s) of leave while on probation. All probationary employees shall have all rights set forth in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure, provided only

that, consistent with County Charter Section 704(e), probationary employees may not grieve suspensions, demotions or dismissals.

- b) Probationary employees shall have the right to request and receive Department/ Agency administrative review of disciplinary action taken during probation. Such review must be requested in writing within ten (10) working days of the disciplinary action or it is waived. The review process shall proceed promptly after a request is received. The Department/ Agency head, or his/her designated representative, shall hear and make a decision in writing, within ten (10) days after the review is complete.

### **22.3 Evaluation**

The County shall establish and maintain a plan for evaluating the performance of employees in the classified service.

Evaluations shall be considered in approving transfers, promotions, salary increases, demotions, discharges, reinstatements, reemployment and other personnel actions.

Evaluations of probationary employees shall be made at least quarterly by the employee's immediate supervisor on approved forms and approved by the appointing authority. One copy of each report shall be maintained in the departmental personnel file as a permanent record.

If evaluation shows an employee's work to be below a satisfactory standard, the supervisor shall take appropriate steps to assist the employee in improving. Failure by the employee to show satisfactory improvement may be deemed just cause for discharge.

Evaluation of a permanent employee may be appealed in accordance with the following procedures:

- a) If an employee is not satisfied with any aspect of an evaluation, he/she shall have a right to a hearing before his/her appointing authority in accordance with the procedures set forth in the evaluation form.
- b) In the event the employee remains unsatisfied after a hearing before the appointing authority, he/she may within ten (10) days after the decision of the appointing authority request in writing to the director of personnel that the evaluation appeal be heard by a review board provided that the appeal is based on an aspect(s) of the evaluation which the review board is empowered to change.

- c) The review board shall be convened by the director of personnel and shall consist of the director of personnel or her/his designee in the personnel department, the appointing authority or his/her designee, who shall not be the rater, and a third member appointed by the employee.
- d) The review board shall conduct an informal hearing and shall decide all questions by a majority vote. The review board shall have the power to raise rating factors and/or overall evaluation ratings from "Unsatisfactory" to "Improvement Needed", to "Competent", or "Unsatisfactory" to "Competent", and to strike narrative portions of the evaluation. The review board shall not have the power to otherwise alter the evaluation.
- e) In a hearing before either the appointing authority or the review board, the employee shall have the right to attend on release time, call witnesses on release time, and have the rater present.

The parties agree to establish a joint labor management committee to address the performance evaluation system. This joint labor management committee shall have a target of presenting a new performance evaluation system to the Department of Correction and the Sheriff's Office.

#### **22.4 Disciplinary Action - Permanent Classified Employees**

##### **Notice of Disciplinary Action**

The County may take disciplinary action for cause against any permanent classified employee by suspension, demotion or discharge by notifying the employee in writing. Notice of intent to take disciplinary action and final notice of disciplinary action must be served on the employee in person or by certified mail prior to the disciplinary action becoming effective. Copies of the notices shall be sent to the Association and shall include:

- 1.) Statement of the nature of the disciplinary action.
- 2.) Effective date of the action.
- 3.) Statement of the cause thereof.
- 4.) Statement in ordinary and concise language of the act or omissions upon which the causes are based.

In cases of demotion, discharge, or suspension of employees in permanent status at the time of the discipline, the notice shall include a statement of the employee's right to respond, either orally at a review designated by the department or in writing, and shall contain a

statement advising the employee of the right to review materials which are a basis for the discipline. The opportunity to respond shall normally take place within ten (10) working days following the notice of intended action. The notice of intent to discipline shall not be placed in the employee's personnel file.

In all cases of final disciplinary action as listed in Section 708 of the Charter, the notice shall include the following:

- a) a statement advising the employee of his/her right to, file an answer (appeal) to the statement of the charges with the Personnel Board, which answer shall be deemed an automatic request for a hearing. The notice to the employee shall also include a statement that the employee shall have ten (10) working days from receipt of the Final Notice (Skelly Decision) of disciplinary action to file an answer (appeal).
- b) a statement advising the employee that, as an alternative to (a) above, the employee has a right under Section 24 (e) of the Grievance Procedure to appeal the disciplinary action to arbitration by submitting a request in writing to the Office of Labor Relations within fifteen (15) working days from receipt of the Final Notice (Skelly Decision) of disciplinary action.
- c) a statement that the employee may seek either a hearing before the Personnel Board or an arbitration hearing, but not both.
- d) A statement filing a request for an arbitration hearing, under Section 24 (e) shall be deemed an automatic waiver of the employee's right to appeal to Personnel Board.  
Such employee shall be given either ten (10) days' notice of discharge, or demotion, or five (5) days' pay, except where circumstances require immediate action.

### **22.5 Letter of Reprimands**

A letter of reprimand is not a formal discipline subject to appeal to the Personnel Board or Arbitration under Section 24 (Grievance Procedure). An employee who receives a letter of reprimand shall be afforded an opportunity for administrative appeal. The employee will be advised of the right to request an administrative review by the Department/Agency head, or designee within ten (10) working days of the action. Upon completion of the review, the decision of the Department/Agency head, or designee shall be final.

## **Section 23 - Grievance Procedure**

For the purpose of this Section, the definition of a work day is a County business day.

The County and the Association 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 employee grievances or organizational grievances. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal. Release time for investigating and processing a grievance is designated in the Memorandum of Agreement regarding Representatives between the County and the Association.

### a) Grievance Defined

#### 1. Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Merit System Rules, or other County ordinances, except as excluded under 2. below.

#### 2. Matters Excluded From Consideration Under the Grievance Procedure

- a. Performance Evaluations.
- b. Probationary release of employees.
- c. Position classification.
- d. Workload/Caseload.
- e. Merit System Examinations.
- f. Items requiring capital expenditure.
- g. Items within the scope of representation and subject to the meet and confer process.
- h. Disciplinary Actions taken under Section 708 of the Charter except where the employee voluntarily waives his right to appeal such disciplinary actions to the Personnel Board. Upon such waiver of Personnel Board appeal rights by the employee, the employee may invoke his/her right under Section 23 (e) of the Grievance procedure.

For purposes of this procedure "employee" is defined as any County employee in the classified service, regardless of status. 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 or the Association. No grievance settlement may be made in violation of an existing rule, memorandum of agreement or memorandum of understanding nor shall any settlement be made

which effects the rights or conditions of other employees represented by the Association without notification to and consultation with the Association.

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

b) Informal Grievance

It is agreed employees will be encouraged to act promptly through informal discussion with immediate superior 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.

c) Formal Grievance

Step One

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

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of 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 worker to enter the grievance.



A decision shall be rendered, in writing, to both the aggrieved and the Association within fifteen (15) working days of the receipt of the grievance. Failure to render a decision within the prescribed time shall permit the grievant or the Association to submit the grievance to Step Two.

### Step Two

If the aggrieved or the Association is dissatisfied with the Step One decision, the grievance, may within ten (10) working days of receipt of the step one decision be submitted by the Association to arbitration by informing the County Executive or designated representative in writing.

Pre-Arbitration Meeting (Stipulation and Arbitrator Selection) - After a grievance has been moved to Step Two, the Association and County shall continue efforts at resolution. In addition, all parties will attempt to stipulate to all facts, disclose all pertinent information and agree on the question or questions to be submitted to an arbitrator.

Pre-Arbitration meetings may be held every other month. By mutual agreement, pre-arbitration meetings may be scheduled more frequently. The Association shall be entitled to have released, for pre-arbitration meetings, the grievant, and in the case of a group grievance, no more than two (2) of the affected workers, and the appropriate Association Representative.

Each grievance may be specifically reviewed and discussed at a maximum of two pre-arbitration meetings. The parties may mutually agree to have additional meetings prior to arbitration. If a grievance remains unresolved after discussion, review, fact stipulations, information disclosure and determination of the questions or question to be submitted to the arbitrator, the parties will select an arbitrator from the panel.

The parties will also decide if the grievance will be arbitrated on an expedited or regular arbitration basis.

Either party may, following the selection of the arbitrator, and the specific review and discussion of a grievance, forward the grievance to the Arbitrator Calendar Coordinators for scheduling pursuant to this section.

An arbitrator for an arbitration hearing shall be selected within sixty (60) days from the date the County Executive or designated representative receives the written notice. Every effort will be made by the parties to schedule a hearing date within ninety (90) days of the selection of the arbitrator. Where this is not

practical, the hearing date will be scheduled on a date all parties are available. The arbitrator may be selected by mutual agreement between the Associations' representative and the County's representative. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service or the American Arbitration Association for a list of five (5) qualified arbitrators. The representatives must mutually agree on either the State Mediation and Conciliation Service or the American Arbitration Association prior to submitting the request. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

The cost of the panel provided by State Mediation and Conciliation Service or the American Arbitration Association shall be shared equally by the County and the Association.

The arbitrator shall render a written decision and opinion within thirty (30) calendar days of the completion of the arbitration hearing.

The decision of the arbitrator shall be final and binding on the parties. The cost of arbitration shall be borne equally by the County and the Association. If the grievant is not represented by the Association, the grievant shall be responsible for paying half of the total cost of the arbitration. The parties agree that a grievance may be arbitrated on an expedited basis with mutual agreement.

d) During the term of this agreement, the Association agrees that all grievances shall be pursued through the grievance procedure and that neither the Association nor represented employees shall engage in any strike. The County shall not lock out any employees. The parties agree to make every effort to give priority to the oldest grievances on the grievance backlog when scheduling grievance arbitrations.

e) Arbitration of Disciplinary Actions

1. If an employee waives his/her right to appeal to the Personnel Board a disciplinary action taken under Section 708 of the Charter, the Association or the employee may move the matter to arbitration, by filing a request in writing to the Office of Labor Relations within fifteen (15) working days from receipt of the Final Notice (Skelly decision). "Working days" is defined as Monday through Friday excluding County holidays."

2. Filing a request for an arbitration hearing shall be deemed an automatic waiver of the employee's right to appeal to the Personnel Board.

2. Arbitration

The arbitrator may be selected by mutual agreement between the Associations' representative and the County's representative. Should the representatives fail to mutually agree on an arbitrator, they shall select an arbitrator by alternative strike out method from the panel of seven (7) arbitrators, established by the County and the Association which are listed in this section. make a joint request to the State Mediation and Conciliation Service or the American Arbitration Association for a list of five (5) qualified arbitrators. The representatives must mutually agree on either the State Mediation and Conciliation Service or the American Arbitration Association prior to submitting the request. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

The cost of the panel provided by State Mediation and Conciliation Service or the American Arbitration Association shall be shared equally by the County and the Association.

Disciplinary arbitration appeals shall be scheduled in the order of appeal unless the County and the Association mutually agree to a different order.

The arbitrator's compensation and the cost of a court reporter shall be borne equally by the member or the Association and the County, except, when the Association agrees for the member to proceed on his/her own beyond the second step, the costs shall be borne equally by the member and the County. Decisions of the arbitrator shall be final and binding.

**Section 24 - Completion Dates**

Dates for completion agreed to herein are binding upon both parties unless otherwise extended in writing. Failure to meet agreed completion dates may be grieved by either party with the remedy being subject to the arbitrator's decision, unless the parties otherwise agree upon a remedy.

**Section 25 - Separability of Provisions**

In the event that any provision of the Memorandum is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision in this Memorandum shall be null and void, but such nullification shall not affect any other provisions in this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

## **Section 26 - Full Agreement**

It is understood this agreement represents a complete and final understanding on all negotiable issues between the County and the Association. This agreement supersedes all previous memoranda of understanding or memoranda of agreement between the County and the Association, 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. If during the term of this agreement, a new matter, subject, or practice arises which is not referred to in this Agreement and the County desires to take action to deal with such new matter, subject, or practice, the Association shall be given prior, written notice of the proposed County action and shall have the right to meet and confer on the subject, including the right to resort to all available impasse procedures pursuant to the Employee- Management Relations Ordinance, in the absence of agreement on such proposed action, the County reserves the right to take necessary action by Management direction.

**Section 27 - Term of Agreement**

This Agreement shall become effective only upon ratification by the Association and the Board of Supervisors from October 16, 2023 up to and including August 30, 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 August 30, 2026, or any subsequent September 3<sup>rd</sup> of its desire to terminate this Agreement or amend any provision herein.

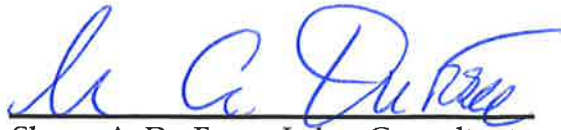
Date: 11/6/2023

COUNTY OF SANTA CLARA

SANTA CLARA COUNTY  
CORRECTIONAL PEACE OFFICERS'  
ASSOCIATION (SCCCPOA)



Teresa Moran, Labor Relations  
Representative



Shaun A. Du Fosee, Labor Consultant-  
Mastagni/Holstedt



Mitchell Buellesbach, Principal Labor  
Relations Representative



Jamey Hummer, SCCCPOA President



Michelle Asban, Sheriff's Correctional  
Captain



Antonio Cueva, SCCCPOA Vice-  
President



Jeffrey Puente, Captain - Personnel  
Division



Alex Tirado, SCCCPOA Secretary



Derrick Vasquez, SCCCPOA  
Treasurer



James Green, SCCCPOA Sergeant at  
Arms

Approved as to Form and Legality:

DocuSigned by:



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Michael Leon Guerrero, Deputy  
County Counsel



APPENDIX A  
Salary Tables

Correctional Peace Officers' Association (CPOA)

16-Oct-23

JobTitle	Jobcode	Step1	Step2	Step3	Step4	Step5	Min Bi-Weekly	Max Bi-Weekly
CORR LIEUTENANT	U53	74.334	78.074	81.991	86.068	90.372	5946.72	7229.76
CORR LIEUTENANT - U	Z53	74.334	78.074	81.991	86.068	90.372	5946.72	7229.76
CORR OFFICER	U85	52.900	55.539	58.302	61.245	64.304	4232.00	5144.32
CORR SERGEANT	U57	62.909	66.060	69.374	72.876	76.545	5032.72	6123.60
CORRECTIONAL OFFICER	U84	52.900	55.539	58.302	61.245	64.304	4232.00	5144.32
CORRECTIONAL OFFICER - EH	EF3	52.900	55.539	58.302	61.245	64.304	4232.00	5144.32
SHERIFF'S CORRECTIONAL DEP-EH	EF2	52.900	55.539	58.302	61.245	64.304	4232.00	5144.32
SHERIFF'S CORRECTIONAL DEPUTY	T84	52.900	55.539	58.302	61.245	64.304	4232.00	5144.32
SHERIFF'S CORRECTIONAL LIEUT	T58	74.334	78.074	81.991	86.068	90.372	5946.72	7229.76
SHERIFF'S CORRECTIONAL SERG	T74	62.909	66.060	69.374	72.876	76.545	5032.72	6123.60

## Correctional Peace Officers' Association (CPOA)

2-Sept-2024

JobTitle	Jobcode	Step1	Step2	Step3	Step4	Step5	Min Bi-Weekly	Max Bi-Weekly
CORR LIEUTENANT	U53	77.307	81.196	85.270	89.510	93.986	6184.56	7518.88
CORR LIEUTENANT - U	Z53	77.307	81.196	85.270	89.510	93.986	6184.56	7518.88
CORR OFFICER	U85	55.016	57.760	60.634	63.694	66.876	4401.28	5350.08
CORR SERGEANT	U57	65.425	68.702	72.148	75.791	79.606	5234.00	6368.48
CORRECTIONAL OFFICER	U84	55.016	57.760	60.634	63.694	66.876	4401.28	5350.08
CORRECTIONAL OFFICER - EH	EF3	55.016	57.760	60.634	63.694	66.876	4401.28	5350.08
SHERIFF'S CORRECTIONAL DEP-EH	EF2	55.016	57.760	60.634	63.694	66.876	4401.28	5350.08
SHERIFF'S CORRECTIONAL DEPUTY	T84	55.016	57.760	60.634	63.694	66.876	4401.28	5350.08
SHERIFF'S CORRECTIONAL LIEUT	T58	77.307	81.196	85.270	89.510	93.986	6184.56	7518.88
SHERIFF'S CORRECTIONAL SERG	T74	65.425	68.702	72.148	75.791	79.606	5234.00	6368.48

## Correctional Peace Officers' Association (CPOA)

1-Sept-2025

JobTitle	Jobcode	Step1	Step2	Step3	Step4	Step5	Min Bi-Weekly	Max Bi-Weekly
CORR LIEUTENANT	U53	79.626	83.631	87.828	92.195	96.805	6370.08	7744.40
CORR LIEUTENANT - U	Z53	79.626	83.631	87.828	92.195	96.805	6370.08	7744.40
CORR OFFICER	U85	56.666	59.492	62.453	65.604	68.882	4533.28	5510.56
CORR SERGEANT	U57	67.387	70.763	74.312	78.064	81.994	5390.96	6559.52
CORRECTIONAL OFFICER	U84	56.666	59.492	62.453	65.604	68.882	4533.28	5510.56
CORRECTIONAL OFFICER - EH	EF3	56.666	59.492	62.453	65.604	68.882	4533.28	5510.56
SHERIFF'S CORRECTIONAL DEP-EH	EF2	56.666	59.492	62.453	65.604	68.882	4533.28	5510.56
SHERIFF'S CORRECTIONAL DEPUTY	T84	56.666	59.492	62.453	65.604	68.882	4533.28	5510.56
SHERIFF'S CORRECTIONAL LIEUT	T58	79.626	83.631	87.828	92.195	96.805	6370.08	7744.40
SHERIFF'S CORRECTIONAL SERG	T74	67.387	70.763	74.312	78.064	81.994	5390.96	6559.52

## APPENDIX B

### SANTA CLARA COUNTY DEPARTMENT OF CORRECTION CAREER INCENTIVE PROGRAM

#### PURPOSE

To provide for an incentive plan to stimulate the career law enforcement officer to continue and to broaden his educational background. To provide for the recognition of those personnel that have attained certain levels of educational background and who exhibit interest in continuing their education above these levels.

#### GOAL OF THE CAREER INCENTIVE PROGRAM

- A. To upgrade the educational level of the law enforcement personnel of the Santa Clara County Department of Correction on a continuing basis.
- B. To provide an additional attraction for qualified individuals at the entry level who have an interest in law enforcement as a career.
- C. To provide an additional inducement to those qualified personnel to improve themselves through their career.

#### ANTICIPATED RESULT

A Career Incentive Program should result in the upgrading of job performance by law enforcement personnel of the Department of Correction and reflect this performance by increased competence in the level of service provided to residents of this County.

- A. Eligibility for Participation in the Career Incentive Program  
All Badge personnel from Correctional Officer through Lieutenant are eligible to participate in the Program. Participation in the CIP will be on a yearly basis for those personnel who possess a P.O.S.T. Basic Certificate or County equivalent certificate. For those personnel possessing a P.O.S.T. Intermediate or Advanced Certificate, or County equivalent certificate, participation will be on a three-year basis.
- B. Minimum Qualifications
  - 1. Must possess the P.O.S.T. Basic, Intermediate or Advanced

Certificate, or County equivalent certificate.

2. Must have completed at least sixty (60) hours of departmental approved training, or six (6) accredited college semester units (or its equivalent in quarter units), or instructed within the Career Incentive Program to a maximum of 30 hours, or any combination of the above in the fiscal year prior to entry to the Program. (For the purposes of this Program ten (10) course hours of departmental training are equal to one college semester unit. One quarterly college unit is equal to eight (8) hours of departmental training.)

C. Program Requirements

1. Basic Certificate Plan: The period of appointment to the Career Incentive Program under this plan shall be one year beginning with the first pay period of the fiscal year and renewable each fiscal year thereafter by submitting the Career Incentive Program Request form between May 1 and June 1 of each application year.
2. Intermediate or Advanced Certificate Plan: The period of appointment to the Career Incentive Program under this plan shall be for a period of three years beginning with the first pay period of the fiscal year and renewable every three years at the beginning of the fourth fiscal year and thereafter, by submitting the CIP request form between May 1 and June 1.
  - a. The closeout period for submission of requirements may be extended to July 1 by the Personnel and Training Division Commander.
  - b. An enrollee who fails to meet the training requirements during the particular year(s) will be automatically disqualified for the following year.
  - c. To receive pay the employee must re-enter the Career Incentive Program by again completing the initial requirements as outlined above in B.2.
  - d. Employees in the Basic Program shall be granted, in the next pay period, the appropriate incremental increase in career incentive pay upon receipt of the Intermediate or Advanced Certificate, providing the employee has qualified for participation in the Career Incentive Program for that fiscal

year as above in B.2. The three-year training requirement will be computed retroactive to the beginning of the fiscal year in which the change takes place.

3. On-the-job injuries resulting in failure to complete the requisite training may, upon the employee's written request, and upon decision of the Personnel and Training Division Commander, be granted a time extension for make-up of the necessary hours or units.
4. Employees returning from extended military leave who had participated in the Career Incentive Program immediately preceding that leave will have the provisions of B.2 waived and will immediately be reinstated to participation.
5. A Career Incentive Program Committee shall be created and shall be composed of the Personnel and Training Commander (or other designee of the Director of the Department of Correction), a member of the Santa Clara County Personnel Department, and a member of the Association to be selected by that Association.
6. The Career Incentive Program committee shall rule on any dispute arising over the validity of a training course or college unit. The Committee will have sole discretion over what constitutes related training. The majority decision of the Career Incentive Program Committee shall be final.
7. Upon receipt of written Career Incentive Program forms, each year for the Basic Program Plan participants, every three years for Intermediate and Advanced Program Plan participants the Personnel and Training division shall verify the qualifications of each applicant and prepare a list of eligible personnel.
8. Participation in the Career Incentive Program will be on a voluntary basis.

NOTE: All benefits made available to County employees under the provisions of the Educational Assistance Program, Section 210.1 of the Procedures Manual, shall be available to participants in the Career Incentive Program.

D. Training Requirements

The minimum training requirements of the Career Incentive Program, which must be completed on the individual's own time prior to being eligible for payment under the plans, will be as follows:

1. Sixty (60) hours of departmentally approved training which may be any combination of the following:
  - a. Six (6) accredited college semester units. (One (1) college semester unit equals ten (10) hours in-service training. One (1) quarterly college unit is equal to eight (8) hours of departmental training.)
  - b. Sixty (60) hours of in-service training.
  - c. Thirty (30) hours Career Incentive Program credit for conducting Career Incentive Program classes.
2. Participants must successfully complete an entire course of study in order to apply the course hours to their training requirement. Failure to complete the course will result in disallowance of the hours toward application to the training requirement.
3. Those participants enrolling in college courses should submit to the Personnel and Training Division for approval, the intended course of study prior to enrollment. Failure to establish approval may result in disallowance of the units toward application to a participant's training requirement. The form will be provided by the Personnel and Training Division.
4. Participants attending college level courses to satisfy their training requirement must submit documentation of completion of the course with a passing grade of "C" or better in a lettered grading or, of 70% or better in a percentile grading or, of "pass" in a pass-no- pass grading.

E. Approved Training:

1. The Personnel and Training Division will provide a Training Program as needed and will furnish and coordinate information on available training programs. The responsibility for attaining training will rest with the individual employee.

Incentive Program Remuneration:

Personnel of the Santa Clara County Department of Correction participating in the Career Incentive Program will receive compensation under this Program as follows:

- |               |  |
|---------------|--|
| <u>2 1/2%</u> | (One-half range) additional pay for participating in the program, with a Basic Certificate or other minimum requirement.   |
| <u>5%</u>     | (One pay range) additional pay for participating in the program if the participant possesses a P.O.S.T. Intermediate Certificate, or County equivalent certificate, or       |
| <u>7 1/2%</u> | (One and one half pay range) additional pay for participating in the program if the participant possesses a P.O.S.T. Advanced Certificate, or County equivalent certificate. |