

MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF SANTA CLARA



AND

SANTA CLARA COUNTY

ENGINEERS AND ARCHITECTS ASSOCIATION

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



MARCH 23, 2020 - SEPTEMBER 17, 2023

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PREAMBLE

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

ARTICLE 1 – GENERAL PROVISIONS

Section 1.1 - Discrimination Prohibited

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

Section 1.2 - Union Security

a) Classifications represented by SCCEAA/IFPTE Local 21

The following job classifications are represented by SCCEAA/IFPTE Local 21:

ARCHITECTURAL PLANS EXAMINER	L99
ASSOCIATE CIVIL ENGINEER	L16
ASSOC ENVIRON HLTH SAFETY ANALYST	V5F
ASSOC PLAN CHECK ENGINEER	L09
ASST CIVIL ENGINEER	L18
CAPITOL PROJECTS MGR I	L69
CAPITOL PROJECTS MGR II	L68
CAPITOL PROJECTS MGR III	L67
ENGINEERING GEOLOGIST	L50
ENVIR HLTH & SFTY COMP SPC-SCVHHS	T47
ENVIR HLTH & SFTY COMP SPC-WSA	T46
ENVIR HLTH & SAFE SPT/ROADS	V56
ENVIRONMENTAL HEALTH GEO/ENG	V2E
ENVIRONMENTAL HL SFTY COMP SPC	V46
ENVIRONMENTAL HLTH SFTY ANALYST	V5G
JUNIOR CIVIL ENGINEER	L20
LAND SURVEYOR	L17
PRINC SFTY & COMPL SPEC – FAF	V4D
PRINCIPAL CIVIL ENGINEER – RA	L24
PRINCIPAL DEV SVCS ENGINEER	L77
PRINCIPAL SAFETY & ENVIR COMPL SPEC	X4A
SR CIVIL ENGINEER	L14
SR ENVIRONMENTAL COMPLIANCE SPEC	B34
SR FACILITIES ENGINEER	L34
SR OCCUPATIONAL SAFETY SPEC	B09
SR PLAN CHECK ENGINEER	L08
SR PLAN CHECK ENGINEER-U	Q80
UTILITIES ENGINEER/PROGRAM MGR	L48
UTILITY PROGRAM ANALYST	L47

Section 1.3 - Dues Deductions

- 1) The County will deduct dues, initiation fees, political action funds, other contributions, and any special membership assessments, from an employee's salary or wages in reliance on certification from SCCEAA/IFPTE Local 21 that is has and will maintain an authorization, signed by the individual from whose salary or wages the deduction is to be made. The County will cancel or change dues deductions in reliance on information provided by SCCEAA/IFPTE Local 21 about whether deductions were properly canceled or changed.

- 2) When the union adjusts the level of contributions, provides notice of contributions from new employees, or provides notice of ceasing contributions, SCCEAA/IFPTE Local 21 shall provide written notice of the adjustment to the County by email. The County shall have two (2) pay periods following receipt of the notice to implement the changes.
- 3) SCCEAA/IFPTE Local 21's position is that it will maintain employees on its certification to the County regarding dues-deduction authorizations unless the employee mails a written revocation to SCCEAA/IFPTE Local 21 in accordance with the terms of the authorization form, or absent such terms, by mailing a written revocation to the union that is postmarked during the thirty (30) day period immediately prior to the annual anniversary of the date on which the employee signed an authorization. The County takes no stance on the union's position; consistent with the law, the County will rely on the union's certification in order to process dues deductions.\
- 4) Fair Representation
It is recognized that the Union, as the exclusive representative of all unit members, is required to represent them fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Agreement or law.
- 5) Financial Documentation
The Union shall within sixty (60) days after the end of each calendar year provide the County with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.
- 6) No Fault
The Union agrees to indemnify, defend, and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Section or from complying with any demand hereunder.
- 7) Dues and Deduction(s)
Dues and a written statement of the names and amounts deducted, shall be forwarded promptly to the Union's designated officer according to County procedures.

Section 1.3 - Bulletin Board Space

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

Section 1.4 - Meeting Space

The County shall reasonably make available conference rooms and other meeting areas for the purpose of holding Union meetings during off duty time periods. The Union shall provide timely advance notice of such meetings. The Union agrees to pay any additional costs of security, supervision, damage, and cleanup, and shall comply with County regulations for assignment and use of such facilities.

Section 1.5 - Interoffice Mail Service

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

Section 1.6 - Union Access to Work Locations

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

Section 1.7 - Representatives

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

a) Number of Representatives

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

b) Scope of Representation

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

c) Representatives Time Off

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

Section 1.8 - Negotiating Committee

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

Section 1.9 - Employee Notification of Representation

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

Section 1.10 - Distribution of Information

a) State of California Workers' Compensation Information

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

b) Union Information

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

c) Printing of Agreement

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

Section 1.11 - Recognition

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

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

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LAND SURVEYOR	L17
PRINC SFTY & COMPL SPEC – FAF	V4D
PRINCIPAL CIVIL ENGINEER – RA	L24
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UTILITY PROGRAM ANALYST	L47

Section 1.12 - American with Disabilities Act

The parties agree to meet as needed to review compliance with the Americans with Disabilities Act.

Section 1.13 - Personal Protective Equipment (PPE)

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

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

ARTICLE 2 - PERSONNEL ACTIONS

Section 2.1 - Probation

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

Section 2.2 - Personnel Files

a) General Provision

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

b) Employee Right of Inspection

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

c) Disciplinary Actions

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

d) Confidentiality

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

Section 2.3 - Disciplinary Action

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

- a) Statement of the nature of the disciplinary action.
- b) Effective date of the action.
- c) Statement of the cause thereof.
- d) Statement in ordinary and concise language of the act or omissions upon which the causes are based.

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

Section 2.4 - Unfavorable Reports

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

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

Section 2.5 - Return to Former Class

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

Section 2.6 - Unclassified Appointment

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

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

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

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

Section 2.8 - Lateral Transfer

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

Section 2.9 - Performance Appraisal Program

The program covers all bargaining unit employees represented by the Union. It is agreed that the performance appraisals will not be used by the County, the bargaining unit employee or the Union in the disciplinary process or for the purpose of transfers or for the purpose of promotions or demotions.

The guidelines and procedures for the enforcement of this section shall be found in Appendix (B) of this agreement.

Section 2.10 - Career Ladder

SCCEAA represented employees in the Junior Civil Engineer (L20) and Assistant Civil Engineer (L18) in an alternatively staffed position may promote to the next higher class, upon meeting the employment standards and receiving a favorable promotion rating form.

ARTICLE 3 - PAY PRACTICES

Section 3.1 – Salaries

1. Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.
2. Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all bargaining unit employees shall receive a one-time realignment adjustment added to base salary in the amount of one and half percent (1.5%) of their base salary.
3. Effective September 21, 2020, Pay Period 20/21, all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.
4. Effective September 20, 2021, Pay Period 21/20, all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.
5. Effective September 19, 2022, Pay Period 22/20, all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.

Realignments

Job Code	Classification	% increase
L99	ARCHITECTURAL PLANS EXAMINER	4.00%

- a) In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is engaged, the Director, with the approval of the County Executive, may approve appointment at the second or third step, and with the approval of the Board of Supervisors at the fourth or fifth step.
- b) The second step shall be paid after the accumulation of six (6) months of competent service at that first step.
- c) The third step shall be paid after the accumulation of twelve (12) months of competent service at the second step.
- d) The fourth step shall be paid after the accumulation of twelve (12) months of competent service at the third step.
- e) The fifth step shall be paid after the accumulation of twelve (12) months of competent service at the fourth step.

- f) Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.
- g) One-time Signing Bonus:
Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors) current employees at time of signing of a successor contract who are in Local 21-represented positions shall receive a three percent (3%) lump sum bonus based on coded status from September 23, 2019 to the first pay period after the second reading by the Board of Supervisors. The lump-sum for full and part time employees will be based on base salary only.

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

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

Section 3.3 - Part-Time Salaries

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

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

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

Section 3.4 - Temporary Assignment

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

Section 3.5 - Automatic Check Deposit

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

Section 3.6 - Bilingual

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

Section 3.7 – Specialized Certifications and Enhancements

a. Structural Engineer Certification –

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

b. Certified Access Specialist Certification –

When assigned by the appointing authority, up to two (2) Employees in the Plan Check Engineer(s) series, and/or Architectural Plans Examiner in the Department of Planning and Development may receive a five (5%) percent increase above their current step level for obtaining the Certified Access Specialist Certification.

c. FEMA Certified Floodplain Manager –

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

- d. Effective the third year of the agreement, the County and Local 21 may mutually reopen this section solely to consider the option of increasing the number of employee(s) who may receive the Specialized Certification pay. The County and Local 21 agree that no implementation shall occur except upon mutual agreement. If by the third year of the agreement no additional employee(s) have obtained any of the certifications listed above, this section shall remain closed.

ARTICLE 4 - HOLIDAYS

Section 4.1 - Legal Holidays

The following shall be observed as legal holidays:

All previous informal time off practices are eliminated and unauthorized.

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

Section 4.2 - Observance

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

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

ARTICLE 5 – SCHEDULED TIME OFF PROGRAM (STOP)

Section 5.1 - Creation of Scheduled Time Off Bank

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

Section 5.2 - Paid Time Off Accrual

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

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

Section 5.3 - Pre-Scheduled Usage

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

Section 5.4 - Scheduled Time Off Carry Over

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

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

Section 5.5 - Scheduled Time Off Pay-Off

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

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

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

Section 5.7 - Scheduled Time Off Cash-Out

Employees who use no more than 24 hours of sick leave for a period of one year, from the period of December to December during the term of this agreement, shall be allowed to cash out up to forty (40) hours of STO. Eligible employees who use no sick leave during that period have an option to cash out an additional forty (40) hours of STO (for a total of 80 hours). Eligible employees shall submit their request to ESA Human Resources during the month of January, and payment shall be made during the month of February.

ARTICLE 6 - SICK LEAVE BANK

Section 6.1 - Creation of Sick Leave Bank

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

Section 6.2 - Sick Leave Bank Accrual

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

Section 6.3 - Usage

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

Section 6.4 - Doctor's Notes

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

Section 6.5 - Bereavement Leave

Leaves of absence with pay shall be granted employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, stepparent, grandmother, grandfather of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, sister-in-law, or grandchildren 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 two (2) days shall not be charged to any employee bank. If necessary, the third, fourth and fifth days shall be charged to the sick leave bank. Up to an additional three (3) days, two of which are chargeable to sick leave and the third day not charged to any accumulated balance, is authorized if out-of-state travel is required.

Section 6.6 - Sick Leave Bank Pay Off

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

<u>Days of Service</u>	<u>% Paid at</u>
0 through 2610	0%
2611 " 2871	20%
2872 " 3132	22%
3133 " 3393	24%
3394 " 3654	26%
3655 " 3915	28%
3916 " 4176	30%
4177 " 4437	32%
4438 " 4698	34%
4699 " 4959	36%

4960	"	5220	38%
5221	"	5481	40%
5482	"	5742	42%
5743	"	6003	44%
6004	"	6264	46%
6265	"	6525	48%
6526	"	accumulation	50%

Section 6.7 - Reinstatement Pay Back

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

ARTICLE 7 - LEAVE PROVISIONS

Section 7.1 - Compulsory Leave

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

Section 7.2 - Military Leave

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

Section 7.3 - Leave Without Pay

- a) Leaves of absence without pay may be granted to employees up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided adequate advance notice is given. If an employee wishes to return to work early from a leave of absence, 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.

Leaves may be granted for the following reasons:

- 1) Illness beyond that covered by sick leave.
- 2) Education or training which will benefit the County.

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

Section 7.4 - Parental Leave

1) Length

- a) Upon request, parental leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six (6) months. With notice no less than one (1) month prior to the conclusion of the leave, such leave may be extended up to one (1) year Upon approval of the appointing authority. A request for extension can only be denied for good cause.

An employee who is pregnant may continue to work as long as their physician approves. Adoptive parents shall not be covered by County medical benefits while on parental leave except as otherwise provided by law.

b) Sick Leave Use

If, during the pregnancy leave or following the birth of a child, the employee's physician certifies that she is unable to perform the duties of her job, she may use her accumulated sick leave during the period certified by the physician.

2) Other Family Leave

Upon request, family leave, with or without pay, shall be granted for the placement of a foster child or to attend to the serious illness of a family member in accordance with the Family and Medical Leave Act, and for the serious illness of a registered domestic partner, for a period of up to six (6) months.

3) 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 of the employee and the spouse, or the registered domestic partner of the employee, 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.

Section 7.5 - Leaves to Perform Jury Duty

a) Response to Summons

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

b) Jury Duty

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

Section 7.6 - Response to Subpoena

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

Section 7.7 - Educational Leave and Tuition Reimbursement

Actions taken under this Section shall be governed by the appropriate County Procedures Manual section entitled "Educational Assistance Program." Total reimbursement for each employee participating in the Program will not exceed \$950.00 per fiscal year.

Section 7.8 - Professional Development Fund

The County will fund, on a matching basis, up to \$3,000.00 for individual professional development and for education. This amount is over and above the Tuition Reimbursement Program of the County and the departmental programs as presently funded/budgeted. Matching for expenses shall be on a 50/50 basis. All programs must be approved by the Department head before time off or payment is granted.

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

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

Section 7.9 - Registration

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

Section 7.10 - Administrative Leave

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

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

Administrative time off must be:

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

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

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

Section 7.11 - Alternate Work Schedules

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

Section 7.12 – Telework

- a. The County shall provide telework opportunities in accordance with the County of Santa Clara Telework Policy for SCCEAA represented classifications. The Teleworking Handbook Policy and Procedures, dated 9/02/15, may be found online at: on the County intranet site.
- b. An employee may request to meet with the Department Head or Designee to discuss the reason for denial of the Telework request. This meeting shall occur within a reasonable period of time following the denial of the request. Employees may request union representation in such meetings.
- c. This section is not subject to the grievance procedure.

ARTICLE 8 - BENEFIT PROGRAMS

Section 8.1 - Workers' Compensation

a) Eligibility

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

b) Compensation

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

c) Clothing Claims

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

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

- 1) 75% of proven replacement cost, or
- 2) Repair cost
- 3) Both of the above are limited by a \$50.00 maximum.

Section 8.2 - Insurance Premiums

a) Medical Insurance

No change except from September 29, 2014 through September 13, 2015 the rates for the POS shall be \$0 for employee only and \$52.83 for employee plus dependent.

The County agrees to fully pay medical coverage for employees and their dependents based on the lowest cost medical plan by tier. The lowest cost medical plan will be either Kaiser, Health Net Plan or Valley Health Plan. Up to the same maximum contribution will be made by the County to the other plans (i.e., Kaiser, Health Net Plan, and Valley Health Plan).

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

premium sharing that is not covered by the employees' share of the premium. The employee share per pay period shall be as follows:

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

HMO (currently Kaiser) plan \$0 Employee only, \$11.16 Employee and child(ren), \$13.02 Employee and Adult, \$17.98 Family.

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

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

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

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

The HMO plan design shall be:

\$10 co-payment for office visits,
\$35 co-payment for emergency room visits
\$5-\$10 co-payment for prescriptions (30 day supply)
\$10-\$20 co-payment for prescriptions (100 day supply)
\$100 co-payment for hospital admissions.

The Point of Service plan design shall be:

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

Hearing aid coverage shall be in all health plans.

Dual Coverage

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

Domestic Partners

The County will continue domestic partner coverage.

b) Dental Insurance

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

Basic and Prosthodontics: 75-25 - no deductible. \$2,000 maximum per patient per calendar year.

Orthodontics: 60-40 - no deductible. \$2,000 lifetime maximum per patient (no age limit).

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

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

c) Life Insurance

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

d) County Paid Portions

County paid portions of premiums for employee and dependent medical, dental, and base group life insurance coverages will be maintained as follows:

1) Industrial injury: For the duration of the disability.

2) Medical disability (including parental): Up to thirteen (13) pay periods from the date of the disability certified by the attending physician.

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

Upon exhaustion of the thirteen pay periods (#1 and #2 above), the employee may pre-pay total premiums for County insurances at the County group rate by making arrangements with the Personnel Department.

e) Vision Care

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

f) County-wide Benefits

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

g) High Deductible Health Plan (HDHP)

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

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

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

Section 8.3 - Medical Benefits for Retirees

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

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

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

The County shall contribute an amount equal to the cost of the lowest cost medical plan for employees who have completed ten (10) years of continuous service completed immediately preceding retirement (2,610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over the age of sixty-five (65) or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the

cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or the domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

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

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

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

d) Delayed Enrollment in Retiree Medical Plan

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

Section 8.4 - Employee Contribution Toward Retiree Medical Obligation Unfunded Liability (OPEB)

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

Section 8.5 – PERS

PERS Classic Tier:

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

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

In accordance with §20636, Subsection (c) (4) of the California Public Employees Retirement Law, the County and the Santa Clara County Engineers and Architects Association agree that the County shall report Employer Paid Member Contribution (EPMC) as special compensation concurrent with the effective date of PERS “Single Highest Year.” Effective October 13, 2014 there shall be no further Employer Paid Member Contribution (EPMC) or reporting of special compensation.

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

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

PERS PEPRA Tier:

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

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

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

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

During the remainder of the term of the MOA, PEPRA Miscellaneous employees shall continue to contribute 2.00% to this portion of the PERS contribution rate that represents earlier self-funded wage increases. The remainder of their PERS contribution rate for PEPRA Miscellaneous employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees' Pension Reform Act of 2013.

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

Section 8.6 - Meal Reimbursement - County Business Travel

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

Section 8.7 - State Disability Insurance

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

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

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

If notification is not received, no integration of sick leave or STO shall be made. However,

the employee may elect integration at a later date, and it shall be implemented at the start of the next pay period.

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

ARTICLE 9 - DOMESTIC PARTNERS

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.

Tax Liability

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

ARTICLE 10 - LAYOFF PRACTICES

Section 10.1 - Seniority Defined

Except as otherwise provided in Section 9.2, seniority is defined as days of accrued service as computed and reported on the employee's pay check within any coded classification with County. Original coded unclassified service shall not be counted except that time served pursuant to Santa Clara County Charter 704(h).

Section 10.2 - Transfer of Prior Agency Service

If a function of another agency is transferred to the County, the seniority of employees who transfer with the function shall be computed, based upon application of the definition of Section 9.1 to each employee's prior service with the other agency.

Section 10.3 - Changes to Classes

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

Section 10.4 - Order of Layoff

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

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

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

Section 10.5 - Notice of layoff

Employees subject to the provisions of this Article shall be given at least twenty (20) working days written notice prior to the effective date of layoff with concurrent notice to the Union. The procedures of Section 9.6 shall be applied prior to the effective date of the layoff.

Section 10.6 - Reassignment in Lieu of Layoff

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

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

Section 10.7 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 9.6, the employee shall be laid off. If an employee elects not to exercise the rights in Section 9.6(b), he/she may be deemed to have been offered and to have declined such work.

Section 10.8 - Re-employment list

- a) The names of such probationary and permanent employees reassigned or laid off in accordance with Sections 9.6(a), 9.6(b) or 9.7 of this Article shall be entered upon a re-employment list in inverse order as specified under Section 9.4. The person standing highest on a re-employment list for a particular classification when a vacancy exists in that classification in any department/agency shall be offered the appointment. Employees on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.

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

Section 10.9 - Temporary Work for Laid off Workers

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

Section 10.10 - Names Dropped From Re-Employment List

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

Section 10.11 - Rights Restored

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

ARTICLE 11 - GRIEVANCE PROCEDURE

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

Section 11.1 - Grievance Defined

A grievance may only be filed if it relates to:

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

Matters excluded from consideration under the grievance procedure:

- a) Disciplinary actions taken under Section 708 of the County Charter.
- b) Performance Evaluations.
- 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) Probationary release of workers.

Section 11.2 - Grievance Presentation

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

Section 11.3 - Procedural Compliance

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

Section 11.4 - Informal Grievance Step

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

Section 11.5 - Formal Grievance

a) Step One

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

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

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

b) Step Two

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

Section 11.6 - Arbitration Release Time

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

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

ARTICLE 12 - CONFLICT OF INTEREST

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

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

ARTICLE 13 - STRIKES AND LOCKOUTS

During the term of this Agreement, the County agrees that it will not lock out employees and the Union agrees that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Union dues deduction by the County.

ARTICLE 14 - FULL AGREEMENT

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

ARTICLE 15 - SAVINGS CLAUSE

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

ARTICLE 16 - TERM OF AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and upon ratification by the individual unit as listed in Appendix A, and shall remain in full force and effect from March, 23 2020 to and including September 17, 2023 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 September 17, 2023, or any subsequent September 17 of its desire to terminate this Agreement or amend any provision thereof.

Date: 10/15/2020

For the County of Santa Clara:

DocuSigned by:
Alejandro Madi-Cerrada 10/15/2020
08D8324DE19B4CF
Alejandro Madi-Cerrada

DocuSigned by:
Roseleen Brij 10/15/2020
DBEA6672FBEE406
Roseleen Brij

DocuSigned by:
Barry Ng 10/16/2020
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Barry Ng

DocuSigned by:
Doug Koenig 10/16/2020
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Doug Koenig

For IFPTE Local 21:

DocuSigned by:
Lamoine Werlein-Jean 10/16/2020
4520E8E270534DB...
Lamoine Werlein-Jean

DocuSigned by:
Chris Freitas 10/16/2020
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Chris Freitas

DocuSigned by:
Andrea Nadell 10/16/2020
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Andrea Nadell

DocuSigned by:
Paul Pascoal 10/16/2020
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Paul Pascoal

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

IFPTE Local 21 Appropriateness of Classifications

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

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

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

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

Local 21 Classification/Compensation Study

The County of Santa Clara and SCCEAA Local 21 have agreed to the following:

- A. Within ninety (90) days from the ratification of a successor contract agreement by the Board of Supervisors, the County agrees to do the following:
 - 1. Initiate a classification study for the following classifications:
 - a. The Civil Engineer Series (Junior, Assistant, Associate, and Senior Civil Engineer)
 - b. The Plan Check Engineer Series (Associate, Senior Plan Check Engineer)
 - c. Engineering Geologist
 - d. Environmental Health and Safety (Analyst and Associate)
 - 2. Initiate a compensation study for the following classifications:
 - a. Capital Project Manager Series (CPM I, CPM II, CPM III)
 - b. Principal Civil Engineer - RA & Development Services
 - c. Principal Safety and Environmental Compliance Specialist
- B. Effective the third year of the agreement, the County and Local 21 may mutually reopen this section solely to consider the option of doing a reclassification study for the following classifications:
 - d. Environmental Health and Safety Compliance Specialist – SCVHHS
 - e. Environmental Health and Safety Compliance Specialist - Roads and Airports
 - f. Environmental Health Geologist/Engineer
 - g. Land Surveyor
 - h. Utilities Engineer/Program Manager
 - i. Utility Program Manager
- C. The County will review industry standards in accordance with the County’s Classification Principles Policy dated March 8, 2018. Upon request, the County will share with SCCEAA Local 21 the methods and criteria utilized for the studies, as well as any data relevant to the study. The County will share the results of the classification/compensation study with SCCEAA Local 21, but the studies conducted by ESA shall not be grievable.
- D. Upon completion of the classification study through the normal classification study process, the County shall notify SCCEAA Local 21 if there are recommendations to modify any of the current classifications and/or if there are recommendations for the creation of new classification(s).

Upon request from SCCEAA Local 21, the County shall afford the union the ability to meet and confer over the recommendations of the classification/compensation study. If agreement is not reached within thirty (30) days after notification of the recommendation, the County may proceed. Nothing in this Agreement shall be construed as a waiver of SCCEAA Local 21’s rights under the MMBA.

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

- A. This agreement addresses matters related to Article 8, Section 8.3 - Medical Benefits for Retirees.
- B. The purpose of this side letter is to memorialize the parties agreement to meet during the term of this agreement to discuss the feasibility of establishing a Retiree Health Reimbursement Account. The parties agree to meet upon request by either party to review and discuss items directly related to this. The contract shall not be re-opened, unless by mutual agreement of the parties.
- C. The County agrees to provide all pertinent information related to the discussion on this matter.

IFPTE Local 21

Apr-2020

JobTitle	Jobcode	Step1	Step2/Min	Step3/Mid	Step4/Max	Step5	Min Bi-Weekly	Max Bi-Weekly
ARCHITECTURAL PLANS EXAMINER	L99	55.678	58.483	61.406	64.459	67.677	4454.24	5414.16
ASSOC CIVIL ENGINEER	L16	53.626	56.327	59.142	62.083	65.182	4290.08	5214.56
ASSOC ENVIR HLTH SAFETY ANAL	V5F	37.777	39.661	41.649	43.745	45.941	3022.16	3675.28
ASSOC PLAN CHECK ENGINEER	L09	53.626	56.327	59.142	62.083	65.182	4290.08	5214.56
ASST CIVIL ENGINEER	L18	44.967	47.222	49.875	52.060	54.679	3597.36	4374.32
CAPITAL PROJECTS MGR I	L69	44.967	47.222	49.875	52.060	54.679	3597.36	4374.32
CAPITAL PROJECTS MGR II	L68	53.626	56.327	59.142	62.083	65.182	4290.08	5214.56
CAPITAL PROJECTS MGR II - U	L6C	53.626	56.327	59.142	62.083	65.182	4290.08	5214.56
CAPITAL PROJECTS MGR III	L67	62.803	66.091	69.391	72.876	76.534	5024.24	6122.72
CAPITAL PROJECTS MGR III - U	L6B	62.803	66.091	69.391	72.876	76.534	5024.24	6122.72
CAPTIAL PROJECTS MGR I - U	L6D	44.967	47.222	49.875	52.060	54.679	3597.36	4374.32
ENGINEERING GEOLOGIST	L50	62.803	66.091	69.391	72.876	76.534	5024.24	6122.72
ENV HLTH & SFTY COM SPL-SCVHHS	T47	57.895	60.783	63.825	67.022	70.385	4631.60	5630.80
ENVIR HLTH SFTY COMP SPC WSA	T46	56.071	58.865	61.810	64.909	68.165	4485.68	5453.20
ENVIRON HLTH & SAFE SPT/ROADS	V56	56.071	58.865	61.810	64.909	68.165	4485.68	5453.20
ENVIRON HLTH SAFETY ANALYST	V5G	45.717	48.003	50.393	52.911	55.551	3657.36	4444.08
ENVIRONMENTAL HEALTH GEO/ENG	V2E	62.803	66.091	69.391	72.876	76.534	5024.24	6122.72
ENVIRONMENTAL HL SFTY COMP SPC	V46	53.462	56.129	58.933	61.890	64.995	4276.96	5199.60
JUNIOR CIVIL ENGINEER	L20	40.826	42.805	44.939	47.182	49.544	3266.08	3963.52
LAND SURVEYOR	L17	51.974	54.587	58.536	60.178	63.205	4157.92	5056.40
PRINC SFTY & EN COMPL SPEC-FAF	V4D	57.270	60.142	63.156	66.314	69.632	4581.60	5570.56
PRINCIPAL CIVIL ENGINEER - RA	L24	69.081	72.700	76.332	80.161	84.186	5526.48	6734.88
PRINCIPAL DEV SVCS ENGINEER	L77	69.081	72.700	76.332	80.161	84.186	5526.48	6734.88
PRINCIPAL SFTY & EN COMPL SPEC	X4A	57.270	60.142	63.156	66.314	69.632	4581.60	5570.56
SR CIVIL ENGINEER	L14	62.803	66.091	69.391	72.876	76.534	5024.24	6122.72
SR ENVIRONMNTL COMPLIANCE SPEC	B34	52.158	54.760	57.497	60.379	63.410	4172.64	5072.80
SR FACILITIES ENG/ARCHITECT	L34	62.803	66.091	69.391	72.876	76.534	5024.24	6122.72
SR OCCUPATIONAL SAFETY SPEC	B09	52.158	54.760	57.497	60.379	63.410	4172.64	5072.80
SR PLAN CHECK ENGINEER	L08	62.803	66.091	69.391	72.876	76.534	5024.24	6122.72
SR PLAN CHECK ENGINEER - U	Q80	62.803	66.091	69.391	72.876	76.534	5024.24	6122.72
UTILITIES ENGINEER/PROGRAM MGR	L48	62.803	66.091	69.391	72.876	76.534	5024.24	6122.72
UTILITY PROGRAM ANALYST	L47	53.211	55.883	58.679	61.615	64.694	4256.88	5175.52

IFPTE Local 21

Sept-2020

JobTitle	Jobcode	Step1	Step2/Min	Step3/Mid	Step4/Max	Step5	Min Bi-Weekly	Max Bi-Weekly
ARCHITECTURAL PLANS EXAMINER	L99	57.348	60.237	63.248	66.392	69.707	4587.84	5576.56
ASSOC CIVIL ENGINEER	L16	55.234	58.016	60.916	63.945	67.137	4418.72	5370.96
ASSOC ENVIR HLTH SAFETY ANAL	V5F	38.910	40.850	42.898	45.057	47.319	3112.80	3785.52
ASSOC PLAN CHECK ENGINEER	L09	55.234	58.016	60.916	63.945	67.137	4418.72	5370.96
ASST CIVIL ENGINEER	L18	46.316	48.638	51.371	53.621	56.319	3705.28	4505.52
CAPITAL PROJECTS MGR I	L69	46.316	48.638	51.371	53.621	56.319	3705.28	4505.52
CAPITAL PROJECTS MGR II	L68	55.234	58.016	60.916	63.945	67.137	4418.72	5370.96
CAPITAL PROJECTS MGR II - U	L6C	55.234	58.016	60.916	63.945	67.137	4418.72	5370.96
CAPITAL PROJECTS MGR III	L67	64.687	68.073	71.472	75.062	78.830	5174.96	6306.40
CAPITAL PROJECTS MGR III - U	L6B	64.687	68.073	71.472	75.062	78.830	5174.96	6306.40
CAPTIAL PROJECTS MGR I - U	L6D	46.316	48.638	51.371	53.621	56.319	3705.28	4505.52
ENGINEERING GEOLOGIST	L50	64.687	68.073	71.472	75.062	78.830	5174.96	6306.40
ENV HLTH & SFTY COM SPL-SCVHHS	T47	59.631	62.606	65.739	69.032	72.496	4770.48	5799.68
ENVIR HLTH SFTY COMP SPC WSA	T46	57.753	60.630	63.664	66.856	70.209	4620.24	5616.72
ENVIRON HLTH & SAFE SPT/ROADS	V56	57.753	60.630	63.664	66.856	70.209	4620.24	5616.72
ENVIRON HLTH SAFETY ANALYST	V5G	47.088	49.443	51.904	54.498	57.217	3767.04	4577.36
ENVIRONMENTAL HEALTH GEO/ENG	V2E	64.687	68.073	71.472	75.062	78.830	5174.96	6306.40
ENVIRONMENTAL HL SFTY COMP SPC	V46	55.065	57.812	60.700	63.746	66.944	4405.20	5355.52
JUNIOR CIVIL ENGINEER	L20	42.050	44.089	46.287	48.597	51.030	3364.00	4082.40
LAND SURVEYOR	L17	53.533	56.224	60.292	61.983	65.101	4282.64	5208.08
PRINC SFTY & EN COMPL SPEC-FAF	V4D	58.988	61.946	65.050	68.303	71.720	4719.04	5737.60
PRINCIPAL CIVIL ENGINEER - RA	L24	71.153	74.881	78.621	82.565	86.711	5692.24	6936.88
PRINCIPAL DEV SVCS ENGINEER	L77	71.153	74.881	78.621	82.565	86.711	5692.24	6936.88
PRINCIPAL SFTY & EN COMPL SPEC	X4A	58.988	61.946	65.050	68.303	71.720	4719.04	5737.60
SR CIVIL ENGINEER	L14	64.687	68.073	71.472	75.062	78.830	5174.96	6306.40
SR ENVIRONMNTL COMPLIANCE SPEC	B34	53.722	56.402	59.221	62.190	65.312	4297.76	5224.96
SR FACILITIES ENG/ARCHITECT	L34	64.687	68.073	71.472	75.062	78.830	5174.96	6306.40
SR OCCUPATIONAL SAFETY SPEC	B09	53.722	56.402	59.221	62.190	65.312	4297.76	5224.96
SR PLAN CHECK ENGINEER	L08	64.687	68.073	71.472	75.062	78.830	5174.96	6306.40
SR PLAN CHECK ENGINEER - U	Q80	64.687	68.073	71.472	75.062	78.830	5174.96	6306.40
UTILITIES ENGINEER/PROGRAM MGR	L48	64.687	68.073	71.472	75.062	78.830	5174.96	6306.40
UTILITY PROGRAM ANALYST	L47	54.807	57.559	60.439	63.463	66.634	4384.56	5330.72

IFPTE Local 21

Sept-2021

JobTitle	Jobcode	Step1	Step2/Min	Step3/Mid	Step4/Max	Step5	Min Bi-Weekly	Max Bi-Weekly
ARCHITECTURAL PLANS EXAMINER	L99	59.068	62.044	65.145	68.383	71.798	4725.44	5743.84
ASSOC CIVIL ENGINEER	L16	56.891	59.756	62.743	65.863	69.151	4551.28	5532.08
ASSOC ENVIR HLTH SAFETY ANAL	V5F	40.077	42.075	44.184	46.408	48.738	3206.16	3899.04
ASSOC PLAN CHECK ENGINEER	L09	56.891	59.756	62.743	65.863	69.151	4551.28	5532.08
ASST CIVIL ENGINEER	L18	47.705	50.097	52.912	55.229	58.008	3816.40	4640.64
CAPITAL PROJECTS MGR I	L69	47.705	50.097	52.912	55.229	58.008	3816.40	4640.64
CAPITAL PROJECTS MGR II	L68	56.891	59.756	62.743	65.863	69.151	4551.28	5532.08
CAPITAL PROJECTS MGR II - U	L6C	56.891	59.756	62.743	65.863	69.151	4551.28	5532.08
CAPITAL PROJECTS MGR III	L67	66.627	70.115	73.616	77.313	81.194	5330.16	6495.52
CAPITAL PROJECTS MGR III - U	L6B	66.627	70.115	73.616	77.313	81.194	5330.16	6495.52
CAPTIAL PROJECTS MGR I - U	L6D	47.705	50.097	52.912	55.229	58.008	3816.40	4640.64
ENGINEERING GEOLOGIST	L50	66.627	70.115	73.616	77.313	81.194	5330.16	6495.52
ENV HLTH & SFTY COM SPL-SCVHHS	T47	61.419	64.484	67.711	71.102	74.670	4913.52	5973.60
ENVIR HLTH SFTY COMP SPC WSA	T46	59.485	62.448	65.573	68.861	72.315	4758.80	5785.20
ENVIRON HLTH & SAFE SPT/ROADS	V56	59.485	62.448	65.573	68.861	72.315	4758.80	5785.20
ENVIRON HLTH SAFETY ANALYST	V5G	48.500	50.926	53.461	56.132	58.933	3880.00	4714.64
ENVIRONMENTAL HEALTH GEO/ENG	V2E	66.627	70.115	73.616	77.313	81.194	5330.16	6495.52
ENVIRONMENTAL HL SFTY COMP SPC	V46	56.716	59.546	62.521	65.658	68.952	4537.28	5516.16
JUNIOR CIVIL ENGINEER	L20	43.311	45.411	47.675	50.054	52.560	3464.88	4204.80
LAND SURVEYOR	L17	55.138	57.910	62.100	63.842	67.054	4411.04	5364.32
PRINC SFTY & EN COMPL SPEC-FAF	V4D	60.757	63.804	67.001	70.352	73.871	4860.56	5909.68
PRINCIPAL CIVIL ENGINEER - RA	L24	73.287	77.127	80.979	85.041	89.312	5862.96	7144.96
PRINCIPAL DEV SVCS ENGINEER	L77	73.287	77.127	80.979	85.041	89.312	5862.96	7144.96
PRINCIPAL SFTY & EN COMPL SPEC	X4A	60.757	63.804	67.001	70.352	73.871	4860.56	5909.68
SR CIVIL ENGINEER	L14	66.627	70.115	73.616	77.313	81.194	5330.16	6495.52
SR ENVIRONMNTL COMPLIANCE SPEC	B34	55.333	58.094	60.997	64.055	67.271	4426.64	5381.68
SR FACILITIES ENG/ARCHITECT	L34	66.627	70.115	73.616	77.313	81.194	5330.16	6495.52
SR OCCUPATIONAL SAFETY SPEC	B09	55.333	58.094	60.997	64.055	67.271	4426.64	5381.68
SR PLAN CHECK ENGINEER	L08	66.627	70.115	73.616	77.313	81.194	5330.16	6495.52
SR PLAN CHECK ENGINEER - U	Q80	66.627	70.115	73.616	77.313	81.194	5330.16	6495.52
UTILITIES ENGINEER/PROGRAM MGR	L48	66.627	70.115	73.616	77.313	81.194	5330.16	6495.52
UTILITY PROGRAM ANALYST	L47	56.451	59.285	62.252	65.366	68.633	4516.08	5490.64

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JobTitle	Jobcode	Step1	Step2/Min	Step3/Mid	Step4/Max	Step5	Min Bi-Weekly	Max Bi-Weekly
ARCHITECTURAL PLANS EXAMINER	L99	60.840	63.905	67.099	70.434	73.951	4867.20	5916.08
ASSOC CIVIL ENGINEER	L16	58.597	61.548	64.625	67.838	71.225	4687.76	5698.00
ASSOC ENVIR HLTH SAFETY ANAL	V5F	41.279	43.337	45.509	47.800	50.200	3302.32	4016.00
ASSOC PLAN CHECK ENGINEER	L09	58.597	61.548	64.625	67.838	71.225	4687.76	5698.00
ASST CIVIL ENGINEER	L18	49.136	51.599	54.499	56.885	59.748	3930.88	4779.84
CAPITAL PROJECTS MGR I	L69	49.136	51.599	54.499	56.885	59.748	3930.88	4779.84
CAPITAL PROJECTS MGR II	L68	58.597	61.548	64.625	67.838	71.225	4687.76	5698.00
CAPITAL PROJECTS MGR II - U	L6C	58.597	61.548	64.625	67.838	71.225	4687.76	5698.00
CAPITAL PROJECTS MGR III	L67	68.625	72.218	75.824	79.632	83.629	5490.00	6690.32
CAPITAL PROJECTS MGR III - U	L6B	68.625	72.218	75.824	79.632	83.629	5490.00	6690.32
CAPTIAL PROJECTS MGR I - U	L6D	49.136	51.599	54.499	56.885	59.748	3930.88	4779.84
ENGINEERING GEOLOGIST	L50	68.625	72.218	75.824	79.632	83.629	5490.00	6690.32
ENV HLTH & SFTY COM SPL-SCVHHS	T47	63.261	66.418	69.742	73.235	76.910	5060.88	6152.80
ENVIR HLTH SFTY COMP SPC WSA	T46	61.269	64.321	67.540	70.926	74.484	4901.52	5958.72
ENVIRON HLTH & SAFE SPT/ROADS	V56	61.269	64.321	67.540	70.926	74.484	4901.52	5958.72
ENVIRON HLTH SAFETY ANALYST	V5G	49.955	52.453	55.064	57.815	60.700	3996.40	4856.00
ENVIRONMENTAL HEALTH GEO/ENG	V2E	68.625	72.218	75.824	79.632	83.629	5490.00	6690.32
ENVIRONMENTAL HL SFTY COMP SPC	V46	58.417	61.332	64.396	67.627	71.020	4673.36	5681.60
JUNIOR CIVIL ENGINEER	L20	44.610	46.773	49.105	51.555	54.136	3568.80	4330.88
LAND SURVEYOR	L17	56.792	59.647	63.963	65.757	69.065	4543.36	5525.20
PRINC SFTY & EN COMPL SPEC-FAF	V4D	62.579	65.718	69.011	72.462	76.087	5006.32	6086.96
PRINCIPAL CIVIL ENGINEER - RA	L24	75.485	79.440	83.408	87.592	91.991	6038.80	7359.28
PRINCIPAL DEV SVCS ENGINEER	L77	75.485	79.440	83.408	87.592	91.991	6038.80	7359.28
PRINCIPAL SFTY & EN COMPL SPEC	X4A	62.579	65.718	69.011	72.462	76.087	5006.32	6086.96
SR CIVIL ENGINEER	L14	68.625	72.218	75.824	79.632	83.629	5490.00	6690.32
SR ENVIRONMNTL COMPLIANCE SPEC	B34	56.992	59.836	62.826	65.976	69.289	4559.36	5543.12
SR FACILITIES ENG/ARCHITECT	L34	68.625	72.218	75.824	79.632	83.629	5490.00	6690.32
SR OCCUPATIONAL SAFETY SPEC	B09	56.992	59.836	62.826	65.976	69.289	4559.36	5543.12
SR PLAN CHECK ENGINEER	L08	68.625	72.218	75.824	79.632	83.629	5490.00	6690.32
SR PLAN CHECK ENGINEER - U	Q80	68.625	72.218	75.824	79.632	83.629	5490.00	6690.32
UTILITIES ENGINEER/PROGRAM MGR	L48	68.625	72.218	75.824	79.632	83.629	5490.00	6690.32
UTILITY PROGRAM ANALYST	L47	58.144	61.063	64.119	67.326	70.691	4651.52	5655.28

APPENDIX B

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

I. OBJECTIVES:

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

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

II. DESIRED OUTCOMES:

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

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

III. GUIDELINES:

- A) Performance appraisals will not be placed in the employee's official personnel files (either at 70 West Hedding or the Department's). A copy of the evaluation will be retained by the employee and the supervisor.
- B) A copy of completed Performance Appraisal and Development Plan will be given to the appropriate second level supervisor.

Performance Appraisals may be reviewed by an appropriate level of management, within the department.

- D) Performance Appraisals will not be used in the disciplinary process.
- E) Performance Appraisals will not be used in the promotional process.
- F) Each permanent employee will be appraised annually.
- G) Probationary employees will not be included in this PPADP. They will be evaluated based upon normal probationary review processes.

IV. PROCEDURES:

- A) Annually, the supervisor will meet with each employee, whom they supervise, to conduct a Performance Appraisal and to prepare a Development Plan.
- B) If there has been a previously completed PPADP form, it is desirable for both the supervisor and the employee to make reference to the "Performance Objectives" and "Plans for Achieving Objectives" portion of the form as is appropriate. That will help to achieve continuity in tracking progress.
- C) Two weeks prior to the meeting, the supervisor will give the employee a draft appraisal and a copy of previously completed forms, if one has been completed. If an area appears to have little applicability to an employee's work, it should only be addressed to the degree that it has applicability. If there is no applicability, write "not applicable."
- D) One week after receiving the draft appraisal, the employee will respond to the supervisor's comments.
- E) When the employee and the supervisor meet, the process should be as follows:
 - 1) Openly review each other's comments in the Appraisal section of the form. The tone should be collegial and friendly, not judgmental or defensive. The parties' dialogue should seek clarification in order to arrive at agreement on the contents of this section.
 - 2) If during comment review, either the supervisor or employee feels that it would be appropriate to modify a comment, they should do so during the meeting. The supervisor should bring a blank copy of the form to the meeting for this purpose.
 - 3) The employee and the supervisor should each complete the appropriate comments section of the form. The focus should be on understanding and clarifying differences in perspective and in working toward a common ground. The comments should be summary in nature and brief.
- F) The final step in the PPADP meeting process is preparation of the Development Plan. The process should be as follows:
 - 1) A previous Development plan, if one has been completed, should be the starting point.
 - 2) The focus in the discussions should be to meet the goals of the County (including the public), the employee and the supervisor.
 - 3) For those employees that meet expectations, there should be discussion related to developing additional skills. The opportunity to gain new skills could include opportunities for higher classifications, mentoring of other employees, opportunities for working out of classifications and other avenues for potential personal and professional growth.
 - 4) Performance Objectives which have been met and Plans for Achieving Objectives that have been fully executed should be acknowledged in writing by the supervisor.
 - 5) Performance objectives that have not been met and Plans for Achieving Objectives that have not been fully executed should be constructively discussed. A new plan may be agreed upon.

To the extent possible, the finalized Development Plan should be agreed upon by both the supervisor and the employee.

- 7) The Plan should be achievable and beneficial to the County (including the public), the employee, and the supervisor.
- G) After the meeting has taken place, a copy of the meeting materials will be given to the employee. The PPADP will then be typed in a final form. The form will be signed and dated by the employee and the supervisor. The form will then be given to the second level supervisor for review and signature.
- H) If an employee is dissatisfied with the Appraisal or Development Plan, the employee may request a meeting, within ten (10) working days of receipt of the Appraisal or Development Plan, with the second level supervisor. The supervisor and the employee will be present during the meeting. The second level supervisor will act to facilitate mutual understanding of the Appraisal and/or Development Plan. The second level supervisor's suggestions or comments will be attached to the PPADP and copies will be provided to both the supervisor and the employee. The decision of the second level supervisor is final and non-grievable, pursuant to Section 10.1 of the MOA. The decision of the second level supervisor shall be issued within 10 working days to conclude this appraisal process.
- I) At the conclusion of the appraisal process, the supervisor and the employee should be in regular contact with each other regarding the execution of the of the Development Plan. Follow-up meetings should be conducted to ensure that the goals and objectives of the plan are being achieved to the extent possible.

V. TRAINING AND IMPLEMENTATION:

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

VI. TERM

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

