

Summary of Changes  
to the  
Memorandum of Understanding  
between the  
County of Santa Clara  
and  
Deputy Sheriffs' Association of Santa Clara County  
September 7, 2020 through September 14, 2025

All provisions of the County of Santa Clara and Deputy Sheriffs' Association of Santa Clara County Memorandum of Understanding, effective December 10, 2012 – September 13, 2015, as modified therein and extended through September 6, 2020 shall be in effect, to include those provisions identified in this summary of changes, upon ratification of the tentative agreement by the Board of Supervisors. Please use the 2012 – 2015, extend through 2020 contract, along with this summary of changes, until the new September 7, 2020 through September 14, 2025 MOU is available.

## SECTION 1 - RECOGNITION

The Deputy Sheriffs' Association of Santa Clara County (hereinafter "Association") is the recognized employee organization for the representation units listed below:

1. Deputy Sheriff Supervisory Unit  
U58 Sheriff's Lieutenant
2. Deputy Sheriff Unit  
U61 Sheriff's Sergeant  
~~U62 Deputy Sheriff I~~  
U64 Deputy Sheriff
3. U65 Deputy Sheriff-Special Duty Officer
4. Extra Help Deputy Sheriff or other successor classification performing bargaining unit work effective February 2, 2015.

The Special Duty Officers and/or Extra Help Deputy Sheriffs shall be subject only to the following sections of the MOU:

Section 1  
Section 2.1  
Section 3  
Section 6.13, 6.14  
Section 7.4  
Section 27

## SECTION 2 - ASSOCIATION SECURITY

### 2.1 ~~Dues Deduction~~ Requirements

#### a) Maintenance

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

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

~~Employees covered by this Agreement who have authorized Association dues deductions as of September 2, 2012 shall continue to have deductions made by the County during the term of this Agreement, except that such employees may terminate such dues deductions during the month of June of any year pursuant to paragraph (c) of this Section.~~

#### b) ~~Condition of Employment~~ Fair Representations

The Association, as the exclusive representative of all unit members, is required to represent them fairly and equally without regard to Association membership or non-membership or their assertion of rights under this Agreement or law.

~~Each person employed during the term of this Agreement shall at the time of employment, and as a condition of employment, execute an authorization for the payroll deduction of Association dues or of a service fee equivalent to Association dues on a form provided by the Association; and shall continue said authorization in effect, except that such employee may terminate such dues deductions pursuant to paragraph (c) of this Section.~~

c) Revocation Indemnification

~~The DSA 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.~~

~~An employee may terminate his/her authorization for Association dues or service fee deduction by giving notice thereof to the Controller's Office of the County by individual letter postmarked by the U.S. Mail (1) during the month of June, or (2) within thirty (30) calendar days following the date of first employment, whichever applies.~~

~~The County shall promptly forward a copy of the letter of revocation to the Association.~~

~~An employee who revokes his/her deductions during the month of June shall have the deduction removed on the first pay period in August.~~

~~An employee who revokes his/her deduction within thirty (30) calendar days following the date of first employment shall have the deduction removed following the receipt of the notification by the County.~~

d) Dues and Deduction

~~Dues and a written statement of the names and amounts deducted shall be forwarded promptly to the Association's designated officer according to County procedures.~~

~~Association agrees to indemnify, defend and hold 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 for termination or revocation hereunder.~~

~~d)e) e) This Section is intended to be consistent with, and not in conflict with, governing laws including but not limited to Title 1, Division 4, Chapter 1, Article 6 of the Government Code. Upon returning from leave of absence the County shall reinstate payroll deduction of Association dues for those employees who were on dues check off immediately prior to taking leave, provided, however, the employee has not authorized cancellation of dues check off in accordance with the prescribed provisions.~~

## SECTION 3 - NO DISCRIMINATION

### 3.1 Employment

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

## SECTION 5 - PAY PRACTICES

### 5.1 Salaries

#### a)

#### 1. Salary Increase

Effective upon ~~September 15, 2014~~September 7, 2020, employees covered under this agreement shall receive a pay increase of approximately ~~two-three~~ percent (23.0%).

Effective September ~~1420, 2015-2021~~ employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective September ~~1219, 2016-2022~~ employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective September ~~1118, 2017-2023~~ employees, covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective September ~~1016, 2018-2024~~ employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

~~Effective September 9, 2019 employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%). This amount will be deferred for a length of time equivalent to \$579,637.~~

## 2. Salary Realignment

Effective ~~upon September 15, 2014~~September 7, 2020, employees covered under this agreement shall receive a salary realignment of approximately ~~three-twenty five hundredths of a percent (3.0%0.25%)~~. ~~Effective upon September 15, 2014, Sergeants (U61) covered under this agreement shall receive an additional salary realignment of approximately one half percent (0.5%).~~

~~Effective July 6, 2015 employees covered under this agreement shall receive a salary realignment of approximately three and one half percent (3.5%).~~

## SECTION 6 - HOURS OF WORK, OVERTIME, PREMIUM PAY

### 6.1 Hours of Work

Forty (40) hours of work shall constitute a full week's work, unless otherwise provided by law, code, or this Agreement. The normal workday shall consist of a shift of either eight (8), ten (10), twelve (12) modified (as stated in Section 6.5), or twelve and one half (12.5) hours per workday, depending upon assignment and as set forth hereinafter.

The Appointing Authority reserves the right to ~~convert assignments~~set the work schedule in any division or any unit to either a ~~on the~~ twelve modified plan, ~~to either~~ a 5/8 plan or a 4/10 plan, upon the giving of forty-five (45) calendar days' advance notice of such change to the Association, which shall be afforded the opportunity to meet and confer on such a proposed change prior to its implementation.

If the Appointing Authority temporarily converts the work schedule in any division or unit from a 5/8 plan to either a 4/10 plan or twelve modified plan based on needs of the department, such a change may take place in less than forty-five (45) calendar days if mutually agreed upon by the Appointing Authority and the Association.

Employees assigned to perform functions or duties arising out of any new assignment absorbed by the

Sheriff's office either through contract or otherwise shall have their workday and work period established by the Sheriff after meet and confer.

The Department can, based on administrative needs, temporarily change a deputy's hours back to a 5/8 Plan for medical, administrative leave, training or temporary special assignments. The Department will give the deputy at least one week's notice when possible.

In the event that a deputy is scheduled for an extended court appearance (three (3) days or more in a work week) he or she will temporarily work a 5/8 Plan with a non-paid, duty-free one (1) hour meal period.

## 6.2 Patrol Divisions

a) Both parties agree that either the 4/10 Plan (four ten-hour days per week) or the 3/12.5 plan (three twelve and one half (12.5) hour days with one additional 10 hour day every four weeks) will be continued in the Patrol Divisions during the term of the Memorandum of Understanding.

## 6.4 Investigations Division

a) Both parties agree that the 4/10 Plan (four ten-hour days per week) will be continued in the Investigations Division during the term of this Agreement. Assigned days off will be Saturday, Sunday and one additional day off per week, either Monday or Friday. The Department can, upon reasonable advanced notice, alter an employee's days-off to ensure daily minimum staffing levels are maintained throughout the work week. The ten- hour workday will include a paid, one half (1/2) hour meal period. All employees assigned to the Investigation Division shall log in and out through Kronos timekeeping system, ~~including for paid meal periods~~, when at an assignment work station that has Kronos capabilities.

~~b) The above provisions do not apply to employees assigned as night detectives.~~

~~e)~~ b) If during the term of this Agreement, minimum daily staffing levels in the Investigations Division are deemed insufficient by the Department, the Department may rotate a minimum number of employees' days off to maintain minimum staffing. Advance notice of any change will be provided to the Association, which will be afforded the opportunity to meet and confer on such a proposed change prior to its implementation.

## 6.10 Notice of Divisional Change

a) Both parties agree that no divisional change shall be scheduled without two weeks' notice, except in case of an emergency or when there is a waiver of time limits by the employee or by the Association, as appropriate.

## 6.14 Night Shift Differential

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

a) Effective ~~February 2, 2015~~ September 7 2020, night shift differential shall be paid at ~~three-four~~ three-four dollars and ~~fifty—sixty~~ cents (~~\$34.5060~~) per hour for all such qualifying hours worked irrespective of classification, pay level, overtime status, holiday work or other wage variations. ~~Effective September 12,~~

~~2016, night shift differential shall be paid at four dollars (\$4.00) per hour for all such qualifying hours worked irrespective of classification, pay level, overtime status, holiday work or other wage variations.~~

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

#### 6.18 Bilingual Pay

On recommendation of the Appointing Authority and approval of the County Executive, payment of one hundred and ~~forty-eight~~ eighty dollars (~~\$140.00~~180.00) per month will be paid to personnel who are assigned to use their bilingual skills. The assignment of personnel shall be based on department seniority per shift. Selection of the language shall be by the County and all personnel receiving the differential must be certified as proficient by the County. The assignment shall be voluntary. The officer being paid a bilingual differential cannot refuse to use his/her bilingual skills.

#### 6.19 Assignment Differentials

a) An approximate five percent (5%) differential shall be paid to employees for the duration of their assignment to Deputy Sheriff positions assigned full time to:

1. The Investigations Division
2. Intelligence/Vice
3. Multi Agency Task Forces
4. Fugitive Officer (one position only)
5. Extradition Officer (one position only)
6. Court Scheduling Officer (one position only)
7. West Valley Traffic Investigators
8. Valley Transit Investigators
9. Recruit Training Officers
10. Deputies assigned to the Special Operations Division

#### 11. Training Division

b) Effective February 2, 2015~~September 7, 2020~~, an approximate five percent (5.0%) differential shall be paid biweekly up to ~~six (6)~~ten (10) Deputy Sheriffs or Sheriff's Sergeants assigned as the "Bomb Technicians." This differential will be in lieu of the differential listed in (a) above. This differential will be in lieu of any other differential listed in 6.19.

#### 6.20 On-Call Pay

a) Definition

On-Call is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the Appointing Authority or his or her designee. On-Call duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations where employees are recalled to work when not previously placed on an On-Call status.

b) Classifications Eligible

Each department head, subject to approval by the County Executive, shall designate which class(es) of employee(s) shall be subject to On-Call status.

c) Rate of Pay

Employees assigned to On-Call duty shall receive on-call pay equivalent to one (1) hour at their base rate of pay for each On-Call shift, or substantial portion thereof, of assigned On-Call duty following a regularly scheduled work day. Employees assigned to On-Call duty during a regularly scheduled day off shall receive On-Call pay equivalent to two (2) hours at their base rate of pay for each On-Call shift, or substantial portion therefore.

## **SECTION 7 - UNIFORM ALLOWANCE AND EQUIPMENT**

### **7.1 Uniform Allowance**

Existing uniform requirements affecting employees covered by this Agreement shall be enforced for the life of this Memorandum of Understanding. No changes to uniform requirements (e.g., blue uniforms, new boot style, etc.) will be made without first meeting and conferring with the Association. Appearance standards will be set by the Sheriff through General Orders. During the meet and confer process, the parties shall consider the financial expense of the proposed change(s) taking into consideration the following: wear out period, if applicable (excluding jackets and hats); type of uniform (mandatory versus ancillary); costs associated with the change; nature of the change (e.g. number of employees or timing of the change); and the timing of the issuance of the uniform allowance. Taking into account the above factors, and others, the result of the meet and confer process shall not cause a total expense in excess of the uniform allowance provided to bargaining unit members each year.

A yearly uniform allowance shall be payable to all eligible employees covered by this MOU. The current uniform allowance of ~~eight hundred and fiftyone thousand two hundred thirty five~~ dollars (\$~~850.00~~1,235.00) per year shall remain in effect for eligible employees. ~~Eligible employees will receive the first installment of the annual allowance during pay period 12, and the second installment during pay period 25.~~

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

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

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



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

## 7.2 Safety Equipment

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

4-Keeper Straps	Handcuffs	Motorcycle Gloves
Ammunition	Handcuff Case	Motorcycle Helmet
<u>ASPCollapsible Baton</u>	Holster	Rain Gear
<u>ASP-Collapsible baton</u>	Magazines	Duty Belt
Holder		
<u>Baton</u>	Magazine Holder	Service Weapon
Bullet Proof Vest	Motorcycle Boots	Whistle
Flashlight	<u>Tactical Outer Vest</u>	
<u>Ballistic Helmet</u>	<u>Carrier</u>	

All personnel, while in a non-uniform assignment, shall additionally be provided:

Off-Duty Style Holster

Off-Duty Style Magazine Holder Off-Duty Style Handcuff Case

The safety equipment shall be provided to all newly-hired employees and to all existing employees at such times as their present equipment becomes unserviceable or lost, with the exception of the service weapon.

b) Employees assigned by the Department to an assignment which the Department determines is a Specialized Assignment, such as SERT, Bomb Technician, Canine Handler, shall be provided with all safety equipment as required by law, as needed, for the duration of the assignment to the Specialized Assignment.

c) The County shall provide employees, upon their initial assignment to the Sheriff's Emergency Response Team ("SERT"), with one uniform (BDU type blouse and trousers, or equivalent, as approved by management) that is specified by the management for SERT duties. Thereafter, the employee is responsible for purchasing all subsequent uniforms specified by the management for SERT duties.

## SECTION 8 - BENEFIT PLANS

### 8.1 Medical Insurance

#### Medical Benefits for Retirees

##### 7. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability

Effective ~~with the pay period beginning February 2, 2015~~September 7, 2020, all coded employees shall contribute on a biweekly basis ~~\$13.50~~15.00. Such contributions are to be made on an after-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. If it is established that contributions can be made to the California Employers Retirement Trust on a pre- tax basis, the contributions shall be made on a pre-tax basis.

### **8.9 Retiree Health Reimbursement Account**

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

## **SECTION 10 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

D) Should the Public Employees Retirement System (PERS) not provide safety retirement benefits (Section 10 a.) to ~~Deputy Sheriff I~~, Deputy Sheriff, Sheriff's Sergeant and Sheriff's Lieutenant assigned to the Department of Correction, the County will provide a replacement benefit to provide identical retirement benefits, under 10 a), if the Deputy Sheriff I, Deputy Sheriff, Sheriff's Sergeant and Sheriff's Lieutenant were employed prior to September 21, 1987.

## **SECTION 11 - LEGAL HOLIDAYS**

### **11.1 Specification of Holidays**

The following shall be observed as legal holidays during the lifetime of the contract:

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

~~For Fiscal Year 2013 only, the parties agree not to recognize a, b, c and d, above, as legal holidays.~~

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

## **SECTION 12 - STO AND SICK LEAVE**

### **12.1 Scheduled Time Off**

#### **e) STO Cash Out**

Employees who use no more than forty (40) hours of leave for purposes of illness regardless of how the time is charged (i.e. Sick, STO, First Day STO Sick, Leave Without Pay), for a period of one full calendar year, shall be allowed to cash out forty (40) hours of STO with an option to cash out an additional forty (40) hours of STO. Eligible employees shall submit their request to the Office of Labor Relations during the month of January, and payment shall be made in the month of February

during each calendar year of this Agreement. Requests shall be in writing and contain the following information: Name, rank, County employee identification number, number of hours to be cashed out, verification that requirements for cash out are met and a statement that all information is provided under penalty of perjury. ~~STO cash out will be suspended for Fiscal Year 2013.~~

~~f) Effective December 10, 2012, all employees shall be credited with 32 additional hours of STO to be added to their supplemental STO bank. This is a one-time credit in lieu of the holidays not recognized in Fiscal Year 2013.~~

### 12.3 Sick Leave Bank Accrual

#### b) First Day Sick Leave Usage

~~For each approved absence due to personal illness, bereavement, or any other reason (applies to all leaves for which sick leave was formerly used), an amount equal to one (1) full shift (eight hours, ten hours, twelve hours, etc.) shall be charged to the STO bank or if the STO bank is exhausted to Leave Without Pay.~~

Absences due to verified personal illness or bereavement ~~beyond the amount equal to one (1) full shift~~ shall be charged to the Sick Leave Bank (limited to ~~two~~ three days for bereavement). Such sick leave bank usage must be approved by management.

~~Notwithstanding the above, an employee who experiences a continuation of a verified personal illness or that of a member of the immediate family within 14 calendar days of her/his original return to work, may charge the renewed absence directly to accumulated sick leave balance~~

~~Exceptions may be granted for absences due to life threatening illness ongoing treatment beyond four incidents of absence in a calendar year upon review and approval of an executive manager.~~

#### e) Bereavement Leave

Leaves of absence with pay shall be granted employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather, son or daughter of the employee or of the spouse of the employee and the spouse, son-in-law, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee. Up to five (5) days with pay shall be granted. ~~The initial period of time granted, up to one (1) full shift, shall be charged to the STO bank.~~ The first and second ~~and third~~ days shall not be charged to any employee bank. The third, fourth and fifth day, if needed, shall be charged to the sick leave bank.

### 13.1 Military Leave

#### a) Governing Provision

The provisions of the Military and Veterans Code of the State of California and the County ordinance code shall govern the military leave of employees of the County of Santa Clara. ~~Employees on military leave shall receive their full salary from the County of Santa Clara during said leave. This section supersedes all previous military leave practices, either formal or informal.~~

### 13.3 Family Leave

#### a) Maternity Parental Leave

1 Length

Upon request, maternity-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 cause. An employee who is pregnant may continue to work as long as her physician-health care provider approves ~~with concurrence from the Department~~.

Adoptive parents shall not be covered by County medical benefits while on maternity leave except as otherwise provided by law.

2. Sick Leave Use

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

~~b) Paternity Leave~~

~~Upon request, paternity leave without pay shall be granted to natural or adoptive parents not to exceed six (6) months. All provisions of 13.2 (a) shall apply to this paternity leave provision.~~

~~e)b) Other Family Leave~~

Upon request, family leave shall be granted for the placement of a foster child or to attend the serious illness of a family member in accordance with the County's ~~f~~Family and ~~m~~Medical ~~L~~Leave ~~p~~Policy and federal and state law.

~~d)c) Revocation~~

A leave may be revoked by the Director of Personnel upon evidence that the cause for granting it was misrepresented or has ceased to exist.

**SECTION 19 - TUITION REIMBURSEMENT**

a) Fund

The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of twenty-five thousand dollars (\$25,000) in each contract year of the MOU. Any unexpended funds ~~between September 10, 2007 and September 7, 2008, and between September 8, 2008 and September 6, 2009, from the preceding contract year~~ shall be rolled over to the next contract year. ~~Effective December 10, 2012, all tuition reimbursement shall be suspended through June 23, 2013. Tuition reimbursement shall be reinstated June 24, 2013. Any unexpended funds leftover in FY13 or FY14 shall be rolled over to supplement the following year's funds.~~

**SECTION 21 - LAYOFF**

a) Seniority Defined

For the purposes of this section, "seniority" shall be defined as days of paid, accrued service in a coded position, within rank ~~(Deputy Sheriff I (U62) and Deputy Sheriff shall be considered one rank)~~, including all paid leaves of absence (e.g., STO, sick leave, 4850 leave, etc.) and including unpaid military and veterans leave and unpaid temporary disability leave upon expiration of 4850

time, and also including, family leave taken pursuant to Section 13.3 and taken after September 20, 1999, but excluding all other unpaid leave of absence without pay.

b) Order of Layoff

For Sergeants and Lieutenants, those employees on a probationary seniority list shall be laid off prior to employees on the permanent seniority list for that classification.

~~The seniority lists of those employees classified as Deputy Sheriffs and Deputy Sheriff I's (DSI's) will be combined for the purpose of layoffs.~~ Layoffs will be determined by time in rank with the least senior Deputy Sheriff ~~or Deputy Sheriff I~~ being laid off first.

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

1. Seniority within rank;
2. Seniority in the next lowest rank, if there exists such a lower rank (e.g., Lieutenants seniority for Captains, Sergeants for Lieutenants, etc.);
3. Departmental seniority (sworn Sheriff's service only);
4. County Seniority;
5. Chance.

d) Reassignment in Lieu of Layoff

The employee shall have the right to be returned to any lower classification represented by the Association in which permanent status had previously been held. If there are no vacancies in the next lower classification the layoff procedure shall apply. Except, that regular Deputy Sheriffs who are laid off, with no options in the next lower classification, may accept any vacant Sheriff's Correctional Deputy~~Correctional Officer~~ position, ~~or Deputy Sheriff I position,~~ and a refusal will result in removal of the deputy's name from the layoff re-employment list.

The employee who is reduced in rank shall be allowed to count all time spent in a higher rank plus all time previously spent in the lower rank to determine his/her place on the list for the lower rank.

f) Inplacement

8. All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, ~~the Personnel Department~~Human Resources may assist employees on the re-employment list in addition to those employees with layoff notices. Such employees shall be entitled to all provisions of this agreement.

g) Re-employment List

The names of such probationary and permanent employees reassigned or laid-off in accordance with this section shall be entered upon a re-employment list in inverse order of seniority. Names of reassigned or laid-off persons shall remain on the re-employment list for a period of three (3) years. Upon certification of the re-employment list the person standing highest on the list shall be offered the position. Regular Deputy Sheriffs recalled from the re-employment list must accept any vacant

~~(New) Deputy Sheriff I position or~~ regular Deputy Sheriff position. Failure to accept such offer of employment shall cause the person's name to be removed from such list.

The re-employment list shall have priority over all other methods of filling a vacant position.

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

- h) Involuntary breaks in service of employees due to layoff of a duration of less ~~that~~ than thirty- six (36) months shall not be considered a break in service for the purpose of determining "competent service" for the purpose of step increases under Section 5.2 of this Agreement, nor of service in a probationary position under Section 22.2 of this Agreement. Any employee so situated shall be entitled to credit for all time previously served within classification for step increases and for service towards completion of the probationary period.

## SECTION 23 - GRIEVANCE PROCEDURE

### c) Formal Grievance

#### Step Two

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

An arbitrator for an arbitration hearing will be selected within sixty (60) days from the date the County Executive or designated representative receives the written notice. Every effort will be made by the parties to schedule the hearing date within ninety (90) days of the selection of the arbitrator. Where this is not practical, the hearing date will be scheduled on a date all parties are available. The grievance shall be heard by an arbitrator selected by alternative strike out method from a panel of eleven (11) arbitrators, established by the County and the Association. For the term of this Agreement, the panel shall consist of:

Franklin Silver	Christopher Burdick	John Kagel
Carrol Vendrillo	Alexander Cohn	Barry Winograd
Norman Brand	Morris Davis	Luella Nelson
Ronald Hoh	<del>Kathleen</del> <u>Katherine J.</u> Thomson	

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

The decision of the arbitrator shall be final and binding on the parties. The cost of arbitration shall be borne equally by the County and the Association. The parties agree that a grievance may be arbitrated on an expedited basis with mutual agreement.

Normally, grievances shall be scheduled in the order in which they are received. All grievances must comply with the timelines in subsection 23 (c), Formal Grievance, with the following exception: a grievance filed at Step One, the remedy for which will become moot by following strictly all the

time provisions of the grievance procedure, may follow instead this exceptional procedure:

1. Step One must be filed under the normal procedural fifteen (15) working day requirement.
2. Pending any resolution by the County at Step One, the parties agree immediately to move towards the scheduling of an arbitrator.
3. The parties will jointly select an arbitrator upon request from the Association by the fourth working day after the filing of such exceptional grievance.
4. An arbitrator will convene the proceeding no earlier than thirty (30) working days of his/her selection.
5. Within the first ten (10) working days of the filing of the exceptional grievance, the parties will meet to attempt to resolve the matter.
6. The parties shall use best efforts to have an arbitration held and a decision rendered prior to the occurrence of the event that gave rise to the grievance.

The parties agree that disciplinary matters are not subject to this provision.

In the event that a grievance is heard under the provision above (i.e., the grievance would be rendered ineffectual without immediate relief), the parties agree to oral arguments (no post-hearing written briefs). The parties shall request an expedited transcript in order to allow the arbitrator to make a prompt decision.

#### **SECTION 29- TERM OF AGREEMENT**

This Agreement is operative for the period ~~December 10, 2012~~September 7, 2020, up to and including September ~~13~~14, ~~2015~~2025, ~~and is modified herein and is extended to September 6, 2020~~ and shall become effective immediately upon approval by the Board of Supervisors and ratification by the Association. This Agreement shall remain in full force and effect up to and including September ~~6~~14, ~~2020~~2025; and from day to day thereafter, until replaced by a mutually agreed upon successor agreement. Either party wishing to terminate this Agreement or amend any provision thereof shall serve written notice on the other at least sixty (60) days prior to, September ~~6~~14, ~~2020~~2025 or any subsequent September ~~6<sup>th</sup>~~14<sup>th</sup>.

## APPENDIX B

### SANTA CLARA COUNTY SHERIFF'S DEPARTMENT CAREER INCENTIVE PROGRAM

C. (2)(a)

The close out period for submission of requirements may be extended to July 1 by the ~~Personnel and~~ Training Division Commander.

C. (3)

On-the-job injuries resulting in failure to complete the requisite training may, upon the employee's written request, and upon decision of the ~~Personnel and~~ Training Division Commander, be granted a time extension for make-up of the necessary hours or units.

C. (5)

A Career Incentive Program Committee shall be created and shall be composed of the ~~Personnel and~~ Training Commander (or other designee of the Sheriff), a member of the Santa Clara County Personnel Department, and a member of the Deputy Sheriffs' Association to be selected by that Association.

C. (7)

Upon receipt of written Career Incentive Program forms, each year for the Basic Program Plan participants, every three years for Intermediate and Advanced Program Plan participants the ~~Personnel and~~ Training division shall verify the qualifications of each applicant and prepare a list of eligible personnel.

D. (3)

Those participants enrolling in college courses should submit to the ~~Personnel and~~ Training Division for approval, the intended course of study prior to enrollment. Failure to establish approval may result in disallowance of the units toward application to a participant's training requirement. The form will be provided by the ~~Personnel and~~ Training Division.

E. Approved Training:

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



**Side Letter of Agreement  
between  
County of Santa Clara  
&  
Deputy Sheriff's Association**

The County of Santa Clara ("County") and the Deputy Sheriff's Association of Santa Clara County ("DSA") recognize that the County's responsive measures to the COVID-19 pandemic has created impediments for Sheriff's Lieutenants (U58) using their accrued compensatory time earned pursuant to Memorandum of Understanding ("MOU") Section 6.12(c). Accordingly, the County agrees to temporarily suspend MOU Section 6.12(d)(3) as follows:

1. Effective September 7, 2020 the forfeiture provision of MOU Section 6.12(d)(3) shall be temporarily suspended through December 26, 2021 (pay period 21/26) as it applies to Sheriff's Lieutenants (U58);
2. Effective September 7, 2020 compensatory time earned by Sheriff's Lieutenants (U58) pursuant to MOU Section 6.12(c) shall not be forfeited if the compensatory time earned on, or before, December 26, 2021 (pay period 21/26) is unable to be utilized within 12 months as specified in Section 1 above;
3. All compensatory time earned by Sheriff's Lieutenants (U58) on, or before, December 26, 2021 (pay period 21/26) must be used on, or before, December 25, 2022 (pay period 22/26). All time off requests by Sheriff's Lieutenants (U58) must be considered for approval pursuant to departmental policies and procedures.
4. Effective December 26, 2022, all unused compensatory time off earned by Sheriff's Lieutenants (U58) on, or before, December 26, 2021 (pay period 21/26) shall be forfeited. There will be no consideration provided to Sheriff's Lieutenants (U58) for such forfeitures for any reason.
5. Section 4, stated above, shall not be subject to the Grievance Procedure of the MOU.

All other terms and conditions of the MOU between the County and DSA effective from September 7, 2020 through September 14, 2025 are still in effect. This side letter of agreement shall expire on September 14, 2025.

Date: \_\_\_\_\_

County of Santa Clara

DSA

**Side Letter of Agreement  
between  
County of Santa Clara  
&  
Deputy Sheriff's Association**

The County of Santa Clara ("County") agrees to conduct a study of the amount of time canine handlers spend in the off-duty care of their assigned canine(s). The study will include an assessment of the cost of food and other expenses incidental to the care of their assigned canine(s). The County will complete the study within 12 months of September 7, 2020.

The County agrees to share the results of the completed study with the Deputy Sheriff's Association of Santa Clara County ("DSA").

If the study concludes that the average amount of time canine handlers spend in the reasonable off-duty care of their assigned canine(s) is in excess of seven (7) hours per pay period; or if the study concludes that the average cost of reasonable food and other reasonable expenses incidental to the care of their assigned canine(s) is in excess of \$50.00 per pay period, the County agrees to reopen MOU Section 6.19(e) for the purposes of negotiating the canine handler differential or stipend with DSA.

The County and DSA agree to commence negotiations, if any, no later than 90 calendar days after the completion of the study.

The County and DSA agree that such negotiations, if any, will be limited solely and exclusively to the canine handler differential or stipend described in MOU Section 6.19(e). The County and DSA agree that no other Section(s) of the MOU will be reopened during such negotiations, if any. The County and DSA agree that no other economic or non-economic item(s) will be proposed during such negotiations, if any. The County and DSA agree that MOU Section 28-Full Agreement remains in full force and effect limited expressly to the sole exception of canine handler differential or stipend described in MOU Section 6.19(e) during such negotiations, if any.

All other terms and conditions of the MOU between the County and DSA effective from September 7, 2020 through September 14, 2025 remain in full force and effect. This side letter of agreement shall expire on September 14, 2025.

Date: \_\_\_\_\_

County of Santa Clara

DSA