

Memorandum of Understanding

between

County of Santa Clara



and

Santa Clara County

**District Attorney Investigators' Association, Inc.
(DAIA)**

March 23, 2020 – September 1, 2024

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PREAMBLE

This is a Memorandum of Understanding between the County of Santa Clara (hereinafter referred to as the County) and the Santa Clara County District Attorney Investigators' Association, Inc., a California Corporation (hereinafter referred to as DAIA). This Memorandum of Understanding incorporates by this reference all appendices attached. This Memorandum covers the District Attorney Investigators' Unit consisting of the classifications shown in Appendix A of this Memorandum and is the result of both parties meeting and conferring in good faith. The parties agree that the rates of pay contained herein comply with Section 709 of the Charter of the County of Santa Clara for the full term of this Agreement, which is March 23, 2020 to September 1, 2024, inclusive.

ARTICLE 1 - NO DISCRIMINATION

Section 1.1 - Employment

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

Section 1.2 - Association Affiliation

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

Section 1.3 - Americans with Disabilities Act

During the term of the Agreement, the County and DAIA will review the County's compliance actions pursuant to the Americans with Disabilities Act.

Article 2 – Association Security

Section 2.1 Association Security

a) Classifications Covered Represented by DAIA

The job classifications identified in Appendix A are represented by DAIA.

b) Requirements

- 1) The County will deduct dues from an employee's salary or wages in reliance on certification from DAIA 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 DAIA about whether deductions were properly canceled or changed. The Association shall provide the County 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 DAIA.

- 2) Fair Representation

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

- 3) Indemnification

The DAIA shall indemnify the County for any claims made by an employee for deductions made in reliance on information provided to the County by DAIA.

- 4) 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.

- 5) 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.

ARTICLE 3 – WAGES

The biweekly rate of the Criminal Investigator II shall equal that of the present class of Sheriff's Sergeant in the Santa Clara County Sheriff's Department, and the salary levels of the related represented classifications shall be adjusted accordingly, per the related MOU. To keep parity, the DAIA will adhere to any salary adjustments, inclusive of self-funded wage increases.

The salary range will be as set forth in Appendix A which is attached and made a part hereof.

ARTICLE 4 - SAFETY RETIREMENT

Section 1 - Safety Employees

- a) Eligible employees who are employed on or before December 31, 2012 shall be in the 3% at age 50 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. Such employees shall pay the full 9% employee contribution and there will no longer be any EPMC or special compensation reported. Employee contribution shall be credited to the employee's PERS member account.
- b) Eligible 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 Safety Retirement tier of 3% at age 50 with final compensation calculated on the highest single year of pensionable compensation. Such employees shall pay the full 9% employee contribution. Such contribution shall be credited to the employee's PERS member account.
- c) 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) or b) above. All such employees shall be in the Safety Retirement tier of 2.7% at age 57 with a minimum retirement age of 50 and final compensation calculated on the highest average of pensionable compensation earned during a period of 36 consecutive months.
- d) Effective January 1, 2013, the employee contribution rate for the 2.7% at age 57 shall be 50% of total normal cost as determined by PERS. The County shall not pay any portion of the employee contribution rate (EPMC).
- e) 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.

ARTICLE 5 – SAFETY EQUIPMENT

Section 5.1 – Safety Equipment

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

Service Weapon	Handcuffs
Three Magazines	Handcuff Case
Holster	Double Magazine Pouch
Ammunition	Asp/Collapsible Baton
Soft Body Armor	Asp/Collapsible Baton Holder
O.C. Spray	Flashlight
Tactical Vest	

- b) It shall be the employee's responsibility to properly maintain all issued equipment.
- c) The County shall provide District Attorney Investigators who have been assigned by the Appointing Authority or their designee to investigate environmental crimes with safety equipment required by CalOSHA and approved by the Appointing Authority or their designee for the risk exposure level posed by the specific assignment.

Section 5.2 Field Uniform Allowance

Effective March 23, 2020 employees shall receive an annual field uniform allowance of \$400. The field 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 field 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 field uniform allowance shall be prorated for code status (full time employee or part time employee).

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

ARTICLE 6 - DISABILITY RETIREMENT

Section 6.1 - Compensation

- a) Those employees who are entitled to benefits under Section 4850 of the Workers' Compensation Act, shall be entitled to receive the same benefits on the same terms and conditions as are provided by the County to employees of the Santa Clara County Sheriff's Office who are entitled to benefits under Section 4850 of the Workers' Compensation Act; provided such benefits shall be subject to all the terms and conditions of the Act.

- b) The County shall provide up to one year of Labor Code Section 4850 benefits (excluding night shift differential, if applicable). This year of benefits shall be payable only on the labor disabling claim, less credit for 4850 benefits previously paid, for a cumulative payment of benefits not to exceed one year. If multiple injuries result in the involuntary retirement, the benefits shall be paid in connection with the single claim resulting in the highest level of disability. If this benefit is no longer provided to DSA it shall cease to be provided to this Unit.

ARTICLE 7 - USE OF COUNTY VEHICLES

Procedures and/or agreements regarding the use of County vehicles for travel to and from work applying to investigator classes not represented by the District Attorney Investigators' Association, Inc., shall also apply to this organization.

ARTICLE 8 - USE OF PRIVATE VEHICLES

Section 8.1 - Use of Private Vehicles

a) Authorization

Departments may authorize the use of private vehicles by their department employees, with each department maintaining a continuous listing of those employees authorized to use their private vehicles. Each employee so authorized shall have completed applicable County Authorization requirements governing County Driver permits and insurance. Employees not having completed such requirements and thereby not on the listing shall not be authorized to use their private vehicles.

b) Vehicle Damage Reimbursement

Employees whose vehicle is damaged in a collision with another vehicle while driving a personal vehicle on County business shall, following the approval of the ESA Claims Division, or if denied by ESA and subsequently approved on appeal to the Accident Review Board, be reimbursed for such damage not to exceed five hundred dollars (\$500.00) provided:

1. The driver of the other vehicle is responsible for the accident as verified by a police report and the damages shall be unrecoverable from the other party by reason of lack of liability insurance, or
2. The damage is caused by a hit-run or unidentified driver as verified by a police report, and/or
3. The amount of damage to be reimbursed by the County is not recoverable under any policy of insurance available to the employee. The County shall be subrogated to the employee's rights of recovery from the responsible party.

c) Reimbursement for Use of Private Vehicle

Mileage reimbursement rate shall be in accordance with the provisions of the County of Santa Clara Ordinance Code Division A31, Section A31-11.

ARTICLE 9 - TRAVEL

a) Authorization for travel, including reimbursement for travel and meal expenses and payment for out-of-County trials shall be in accordance with the County of Santa Clara Ordinance Code, County policies and regulations.

b) Release Time

The County agrees to provide 240 hours per calendar year for release time for Association business. This shall cover release time for Board members for all matters except contract negotiations and meetings with management.

The Association agrees to notify the District Attorney's Office, as far in advance as reasonably possible, but at least twenty-four (24) hours in advance, of its usage of release time by providing the standard leave form to the appropriate supervisor. If there is a departmental need for an official representative to remain onsite, DAIA may substitute another member. Release time shall not be counted as time worked for purposes of overtime.

ARTICLE 10 - HOLIDAYS

a) Legal Holidays

The following shall be observed as legal holidays:

1. January 1st (New Year's Day)
2. Third Monday in January (Martin Luther King, Jr. Birthday)
3. Third Monday in February (President's Day)
4. March 31st (Cesar Chavez' Birthday)
5. Last Monday in May (Memorial Day)
6. July 4th (Independence Day)
7. First Monday in September (Labor Day)
8. Second Monday in October (Columbus Day)
9. Veteran's Day to be observed on the date State of California employees observe the holiday
10. Fourth Thursday in November (Thanksgiving Day)
11. Friday following Thanksgiving Day (Day after Thanksgiving)
12. December 25th (Christmas)
13. Other such holidays as may be designated by the Board of Supervisors

All previous informal time off practices are eliminated and unauthorized.

b) Observance

Employees shall enjoy the same number of holidays, regardless of variations in workweeks. 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 an employee is absent because of illness shall not be charged against the employee's scheduled time off bank or sick leave bank. When the County holiday falls on an employee's scheduled day off, the day shall be added to the employee's scheduled time off bank.

c) Holiday Work

If holiday work is assigned and authorized by the County Executive, such time worked by regular employees shall be paid in cash at a rate of one and one-half (1 1/2) times the regular hourly rate, plus any holiday pay to which the employee may be entitled. An employee may elect in advance to receive compensatory time off credit in lieu of cash compensation.

ARTICLE 11 - SCHEDULED TIME OFF PROGRAM

Section 11.1 - Scheduled Time Off

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

a) STO Bank Accrual

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

Service Years & Work Day Equivalents	Total Yearly Accrual in Work Day	Accrual Factor Per Hour	Hourly Accrual Factor Per PP	Maximum Allowable Balance
1st year 1st through 261 days	19	.073076	5.846	57 work days
2nd through 4th year 262 through 1044 days	21	.080769	6.461	63 work days
5th through 9th year 1045 through 2349 days	25	.096153	7.692	75 work days
10th through 14th year 2350 through 3654 days	27	.103846	8.307	81 work days
15th through 19th year 3655 through 4959 days	29	.111538	8.923	87 work days
20th and thereafter 4960 days	31	.119230	9.538	93 work days

b) Pre-Scheduled Usage

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

c) Scheduled Time Off Bank Carry Over

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

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

2. In the case of inability to take paid time off because of extreme emergency, such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive.

d) Scheduled Time Off Bank Pay-Off

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

Section 11.2 - Sick Leave Bank Accrual

a) Sick Leave Bank Accrual

Each employee shall be entitled to an annual sick leave bank accrual. Sick leave is accrued on an hourly basis and computed at the rate of sixty-four (64) hours per year and may be accrued without limitation. The accrual factor per hour is .030651 and the accrual factor per full pay period is 2.462.

b) Sick Leave Usage

Each approved absence due to verified personal illness or bereavement shall be charged to the Sick Leave Bank (limited to three (3) days for bereavement). Such sick leave bank usage must be approved by management.

c) Family Care Usage

An employee will be entitled to use eight days (64 hours) of his/her annual accrued sick leave in order to care for a sick or injured member of the employee's immediate family requiring care. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse or of the same sex domestic partner of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee.

d) Doctor's Notes

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

e) Bereavement Leave

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

f) Medical and Dental Appointments

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

g) Sick Leave Bank Pay Off

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

Days of Service		% Paid at	
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%

h) Reinstatement Pay Back

Employees receiving a sick leave bank payoff in accordance with Section g) may, if reinstated within one (1) year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made within 90 days after notice of the amount due from the County.

i) STO Cash Out

Employees who use no sick leave for a period of one full calendar year shall be allowed to cash out up to forty hours of STO with an option to cash out an additional forty (40) hours of STO. Eligible employees shall submit their request to Labor Relations during the month of January and payment shall be made during the month of February during each calendar year of this agreement.

ARTICLE 12 - LEAVES OF ABSENCE

Leaves of absences shall be in accordance with the provisions of the County of Santa Clara Ordinance Code Division A25, Chapter 6, Personnel Practices, Leaves of Absences, Sections A25-680 through A25-687.

Section 12.1 - Family Leave

a) Parental Leave

1. Length

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 cause. An employee who is pregnant may continue to work as long as her health care provider approves.

Adoptive parents shall be covered by County medical benefits while on leave in accordance with the County's Family and Medical Leave Policy, as provided by law.

2. Sick Leave Use

If, during the pregnancy leave or following the birth of a child, the employee's 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 health care provider.

b) Other Family Leave

Upon request, family leave 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 County's Family and Medical Leave Policy and federal and state law.

ARTICLE 13 - HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 13.1 - Hours of Work

Eight (8) hours work shall constitute a full day's work and forty (40) hours work shall constitute a full week's work unless otherwise provided by law, code or other agreement.

Section 13.2 - Overtime Work

a) Overtime Defined - Employees Exempt from the Fair Labor Standards Act (FLSA)

Overtime is defined as time worked beyond forty (40) hours in any workweek or beyond eight (8) or ten (10) hours in any workday (depending on the number of hours in the duty shift to which the employee is assigned). Time for which pay is received but not worked, such as vacation, sick leave, and authorized compensating time off, will be counted towards the base period. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

b) Overtime Defined - Employees Covered by FLSA

Overtime is defined as time worked beyond forty (40) hours in any seven consecutive day work period or time worked beyond the work period maximum if another work period is permitted and designated by the County under FLSA. Overtime is also defined as time worked beyond eight (8) or ten (10) hours in any workday (depending on the number of hours in the duty shift to which the employee is assigned). Time for which pay is received but not worked, such as vacation, sick leave, and authorized compensating time off, will be counted towards the base period. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

The County and Union agree that in any arbitration involving an FLSA non-exempt employee and Section 13.2 the arbitrator shall be strictly bound by U.S. Department of Labor, Wage and Hour Division, Regulations, Bulletins, Regional Opinion Letters and provisions of the Fair Labor Standards Act in reviewing, deciding and rendering a decision. The arbitration award and remedy must be in strict compliance with said Regulations, Bulletins, Regional Opinion Letters and provisions of the FLSA and cannot exceed that which would have been ordered by the DOL, Wage and Hour Division if the dispute had been submitted for their review. By this provision the Union does not waive enforcement provisions of FLSA that cannot legally be waived.

If the Fair Labor Standards Act is determined by the U.S. Supreme Court or Legislation to not apply to state and local government 13.2 b) will be deleted and 13.2 a) shall apply to all classifications.

c) Rate of Pay - Employees Exempt from FLSA

When overtime work is assigned and authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half times the hourly rate of pay when specifically authorized by administrative order of the County Executive. All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance

remaining after twelve (12) months from the date it is earned shall be paid in cash at the hourly rate of pay. In the event the appointing authority does not provide compensatory time off during the mandatory time period, the employee may take the compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time would be lost. Compensatory time off accruals/balance shall be limited to a maximum of two hundred and forty (240) hours. Compensatory time balances shall be paid in cash on separation.

d) Rate of Pay - Employees Covered by FLSA

When overtime work is assigned and authorized by an appointing authority to be worked, compensation for such time worked shall be time off with pay computed at the rate of one and one-half hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half times the regular hourly rate of pay for employees where required by state or federal law or when specifically authorized by administrative order of the County Executive. All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance remaining after twelve (12) months shall be paid in cash at the regular rate of pay. Compensatory time off accruals/balance shall be limited to a maximum of four hundred and eighty (480) hours. Compensatory time balances shall be paid in cash on separation.

Section 13.3 - Call-Back Pay

- a) Employees may be ordered back to work during non-work hours. Under situations where the employee is ordered and “called back” to work the employee shall receive a minimum of three (3) hours pay for each call-back at the overtime rate, excluding the unpaid lunch period. This section does not apply to those employees who accept voluntarily to work available overtime.
- b) An employee is not eligible for call-back pay when the employee is scheduled in advance to work at a time other than their regularly scheduled shift.
- c) If an employee is called back on a day the employee was not scheduled for duty or if an employee is called back for a department-wide emergency, declared by the Appointing Authority, the employee shall receive additional pay from the time the call-back is made up to a maximum of one (1) hour.
- d) If an employee is called back from scheduled vacation, he/she will receive overtime pay rather than vacation credit. Such pay will be entered into the payroll following the employee's return to work from vacation.

Section 13.4 - 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 one in authority. 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 thereof.

Section 13.5 - Bilingual Pay

On recommendation of the Appointing Authority and the Director of Personnel, the County may approve payments of one hundred eighty dollars (\$180) per month to a bilingual employee whose abilities have been determined by the Director of Personnel as qualifying to fill positions requiring bilingual speaking and /or writing ability. Bilingual skill payments will be made when:

- a) Public contact requires continual eliciting and explaining information in a language other than English; or
- b) When translation of written material in another language is a continuous assignment; or
- c) The position is the only one in the work location where there is a demonstrated need for language translation in providing services to the public.

The assignment shall be voluntary. The District Attorney Investigator being paid bilingual differential cannot refuse to use his/her bilingual skills.

Section 13.6 - Team Leader Pay

Incumbents in the class of Criminal Investigator II, when regularly assigned as Team Leader shall be compensated at a rate of one full salary range (approximately 5% above their current step as a Criminal Investigator II) higher than that specified for regular positions in this class.

Section 13.7 - Work Out Of Class

Employees in the classification of Criminal Investigator II who are assigned by the Appointing Authority to perform a substantial range of duties of a vacant Supervising Criminal Investigator, and who have been assigned seven (7) calendar days or longer, shall receive a maximum of 10% Work Out of Class pay from the first day. Work Out of Classification pay may only be made to vacant positions, for a long term absence due to illness or disability or attendance at the FBI National Academy.

Section 13.8 - Changes in Work Schedule Notification

All work schedules shall be prepared in written form. No employee shall have his/her regularly scheduled shifts or days off changed without receiving a minimum of fourteen days prior written notification of such change, except in emergency situations.

Section 13.9 - Automatic Check Deposit

All employees shall be paid by automatic check deposit, unless the employee certifies in writing to the appointing authority that he or she does not have a bank account.

Section 13.10 – Paychecks

a) Shortage Errors

A cash advance by the Finance Department to cover shortage errors in a worker's paycheck shall be provided to workers within four (4) working days provided: a) a written notification of the discrepancy is submitted to the Finance Agency, b) the Finance Agency determines that shortage was not due to employee error; and c) the employee submits a complete timesheet showing time and attendance and any exceptions to their managers by the Finance Agency deadline. This provision only applies to discrepancies above a net three hundred dollars (\$300.00). Shortage errors due to the worker's failure to provide appropriate information to the supervisor and timekeeper by the payroll processing deadline will be added to the next regular paycheck.

b) Overpayment Errors

When a net one hundred dollars (\$100.00) or more is to be repaid, it will be done in the same amount and within the same number of pay periods in which the error occurred. Arrangements may be made for a payment plan if needed.

ARTICLE 14 - CLOTHING AND EQUIPMENT CLAIMS

The County shall pay the cost of repairing or replacing the clothing and equipment of County employees which have been damaged, lost or destroyed in line of duty when the following conditions exist:

- a) The clothing or equipment is specifically required by the department or necessary to the employee to perform his/her duty; clothing that is necessary shall be those which are specifically required by the employee's duties, and not adaptable for continued wear to the extent that they may be said to replace the employee's regular clothing; or
- b) The clothing or equipment has been damaged or destroyed in the course of making an arrest, or in the issuance of a citation, or in the legal restraint of persons being placed in custody or already in custody, or in the service of legal documents as part of the employee's duties or in the saving of a human life; and
- c) The employee has not, through negligence or willful misconduct, contributed to such damage or destruction of said property.
- d) Loss of, or damage to, an employee's clothing resulting from an industrial injury which requires medical treatment will be replaced by the County through the following procedures: The Department will review and make the 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. the repair cost.

However, both of the above are limited by a one hundred dollar (\$100.00) maximum.

Claims for reimbursement shall be reviewed and approved by the Department in accordance with the procedures set forth by the County Executive.

ARTICLE 15 - LAYOFF PRACTICES

Section 15.1 - Seniority Defined

- a) Except as otherwise provided in Sections 15.2, 15.5 and 15.12, seniority is defined as days of paid accrued service within any coded classification with the County. For layoff purposes all time on Worker's Compensation, Military Leave, temporary disability leave upon expiration of 4850 time and family leave shall be added to this computation. Other unpaid leaves shall be excluded.
- b) The manner in determining the seniority tie-breaker (coin flip, drawing straws, etc.) shall be chosen by those affected by the layoff. If there isn't agreement amongst the affected parties, management will pick the random method. Layoffs will not be delayed due to lack of agreement/participation by the affected members.

Section 15.2 - 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 15.1 to each employee's prior service with the other agency.

Section 15.3 - Changes to Classes

The County and DAIA agree that to the extent possible, employees should not lose their rights under this Article because classes have been revised, established, abolished or retitled.

Section 15.4 - Order of Layoff

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 15.5 - 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. DAIA shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures of Section 15.6 shall be applied prior to the effective date of the layoff.

Section 15.6 - Reassignment in Lieu of Layoff

a) Vacant Code in County and Former Class

In the event of notice of layoff, any employee so affected will be allowed to transfer to a vacant position the County has determined to be filled in his/her 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.

The County shall provide a listing of appropriate vacancies and the affected employee(s) shall select a vacancy for which he/she qualifies under 15.6 (a). The employee(s) shall appear at a time and place designated by the County which shall be approximately ten days after the notice of layoff. The employee on a seniority basis shall be allowed ten minutes for the selection. If an employee does not appear or does not select a vacancy the County will make the designation; however, an employee shall be allowed to use a duly authorized proxy.

b) Displacement

In the event there are no vacancies as listed in (a) the employee shall have the right, upon request, to be returned the classification in the department/agency at the same or next lower level in which permanent status had formerly been held and the regular lay- off procedure in that same or lower level shall apply.

Section 15.7- Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 15.6, the employee shall be laid off. If an employee elects not to exercise the rights in Section 15.6 (b), he/she may be deemed to have been offered and to have declined such work.

Section 15.8 - Re-employment list

a) The names of such probationary and permanent employees reassigned or laid off in accordance with Section 15.6 (b) of this Article shall be entered upon a re-employment list in inverse order as specified under Section 15.4 except as otherwise provided by this Section. Upon certification of the re-employment list to the appointing authority, the person standing highest on a re-employment list for a particular classification 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 bilingual skills.

Section 15.9 - Temporary Work for Laid Off Employees

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 for any classification for which they qualify. The election to be available for temporary work must be made at the time of layoff, or in writing at any time. Employees may decline to be available for temporary work or may decline such work itself without affecting any rights under this Article.

Section 15.10 - Names Dropped from Re-employment List

a) 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 such re-employment, be dropped from the list. Refusal to accept 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.

- b) Employees who were laid off from half-time positions shall be offered full-time employment, and employees laid off from full-time positions shall be offered half-time positions. However, an employee's refusal to accept such an offer will not be counted as a refusal of an offer of employment in Section 15.10 (a) above.

Section 15.11 - 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.

Section 15.12 - Rights Upon Promotion or Transfer to Unclassified Service

Any permanent employee who receives a provisional or probationary promotion, or who is transferred or promoted to a position in the unclassified service shall retain all rights and benefits as a permanent employee of his 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 credit 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 permanent position, and departments are authorized to make substitute appointments to such vacated positions.

Section 15.13 - Inplacement

If an employee has been issued a layoff notice pursuant to Section 15.5 and has no reassignment in lieu of layoff rights pursuant to Section 15.6(a) and (b), then that employee shall be considered for inplacement.

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

The following conditions apply to the inplacement process:

- a) An employee must be qualified to transfer or demote.
The Personnel Director shall determine qualifications.
 1. Testing requirements would be the same as if the employee had been reclassified.
 2. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
- b) Transfer will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of 10% (ten percent).
- c) Normal transfer (ordinance code) rules apply (i.e.: the employee can be taken on a permanent or probationary basis at the discretion of the appointing authority). If an employee has underlying permanent status the probationary period following the transfer shall be considered

a subsequent probation. Consistent with this status, the employee on a subsequent probation with underlying permanent status has Personnel Board appeal rights.

- d) The employee may express a preference for certain occupational fields, assignments or departments. However, the employee has no right to claim any position nor is the County required to offer placement.
- e) A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 15.6 (a) or (b) by another employee who has been issued a layoff notice under Section 15.5 or by an employee on a re-employment list established pursuant to Section 15.8.
- f) An employee who is placed under Section 15.13 or laid off under Section 15.7 shall have his/her name placed on all re-employment lists pursuant to Section 15.8 for the appropriate classification.
- g) In determining placement offers, DAIA and the County, on a case by case basis may, by mutual agreement include as part of the placement offer:
 - 1. basic skill competency training and/or;
 - 2. literacy training and/or;
 - 3. other methods (other transfer or demotion) of filling vacant positions that do not violate merit system principals or County Ordinance code provisions.
- h) All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist employees on the re-employment list in addition to those employees with layoff notices. Such employees shall be entitled to all provisions of this Agreement.
- i) If an employee is not placed by the effective date of the layoff notice, he/she shall be laid off under the provisions of the layoff notice.

ARTICLE 16 - CAREER INCENTIVE PROGRAM

Section 16.1 - Career Incentive Program

a) Continuation

The Career Incentive Program (CIP) shall continue at five percent (5%) for the Intermediate Certificate and seven and one-half percent (7.5%) for the Advanced Certificate.

b) Maintenance Requirements

1. Employees Hired On or After September 29, 1980

Personnel hired on or after September 29, 1980, shall be required to possess a Bachelor's Degree (or the equivalent number of semester or quarter units) instead of an AA Degree in order to receive a reduction to fifteen (15) hours for the maintenance requirement; for those with an AA degree (or the equivalent number of semester or quarter units), the maintenance requirement will be reduced to thirty-six (36) hours in the three (3) year period.

Employees who receive pay for training under the Fair Labor Standards Act shall not have the time for such training credited to the Career Incentive Program.

2. All personnel covered by this agreement will be exempt from further maintenance requirements if they possess a bachelor's degree (or equivalent number of semester or quarter units), have participated in the CIP program for three (3) consecutive years, are currently receiving or are eligible to receive seven and a half percent (7.5%) additional pay based on a P.O.S.T. Advanced Certificate and have eight (8) or more years of accrued service, provided that they take such training as required and directed by the Department as part of their duties.

c) Incremental Increase

The parties also agree that qualified employees shall be granted, in the next pay period, the appropriate incremental increase in CIP upon receipt of the Intermediate or Advanced P.O.S.T. certificates.

Section 16.2 - Tuition Reimbursement

A fund of nine thousand dollars (\$9,000) for tuition reimbursement is established for the use of this bargaining unit with rollover for the duration of the agreement. Tuition reimbursement eligibility standards, maximum entitlements and fund administration shall be as follows:

a) Eligibility

Employees are eligible to participate in the program provided:

1. The employee is not receiving reimbursement from any other government agency or private source. (This applies to reimbursement only.)
2. The training undertaken is related to the employee's occupational area or has demonstrated value to the County.

3. The application was filed with the appointing authority or her/his designee prior to the commencement of the course. Applications requiring time off must be filed with the appointing authority at least ten (10) working days prior to the commencement of the course.
4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program.

b) Disapproval

Management may disapprove an application for tuition reimbursement provided:

1. Notice of disapproval is given to the employee within ten (10) working days after receipt of the application.
2. The County alleges disapproval is necessary because any of the provisions above have not been met. When an employee disagrees with the disapproval and files a grievance, she/he shall be allowed to continue the course with time off as provided for in this Section, except for denial based on paragraph a) 5. above. If a final determination is made against the employee, time off shall be made up by working, charging vacation time or comp time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the employee, she/he shall be fully reimbursed in accordance with this Section.

c) Reimbursement

Total reimbursement for each employee participating in the program will not exceed nine hundred (\$900.00) through the duration of the agreement.

Mileage and subsistence will not be authorized unless the training is required of the employee. Within the above limit, employees shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.

d) Deduction Authorization

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

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

e) Make-up Time

Employees taking a course only available during working hours must make up fifty percent (50%) of the time away from job. Make-up time may be deducted from the employee's accrued vacation, personal leave or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The Department will make every effort to allow the employee time off except where the payment of overtime will result. An employee and the appropriate level of Management may mutually rearrange the duty shift beyond eight (8) hours but within the forty (40) hour work week for purposes of participating in non-duty education and/or training deemed by the County to be to the benefit of the employee and the County and such arrangement will be considered a waiver of any overtime compensation.

Section 16.3 - Professional Development Fund

The parties agree that a fund of up to four thousand (\$4,000) per fiscal year shall be established on a matching basis for individual professional development and for education with rollover through the duration of the agreement. This amount is over and above the tuition reimbursement program of the County and the department. Matching for expenses shall be on a 50/50 basis. All programs must be approved by the County/DAIA.

ARTICLE 17 - MEAL PERIODS

Section 17.1 - Length

Employees shall be granted a meal period not less than thirty (30) minutes nor more than one (1) hour, scheduled at approximately the mid-point of the workday. Employees required to be at work stations for eight (8) or more consecutive work hours shall have their meal during work hours.

Section 17.2 - Overtime Meals

If an employee is assigned and works two (2) or more hours of overtime work contiguous to his/her regular work shift or is called in within three (3) hours of his/her scheduled quitting time and then works two (2) or more hours of overtime work, the County will pay a meal reimbursement of nine dollars (\$9.00). Employees shall be provided an additional reimbursement as above for every seven (7) hour period of overtime completed thereafter.

ARTICLE 18 - BENEFIT PROGRAMS

Section 18.1 - Insurance Programs

a) Medical Insurance

1. Insurance Plans

Upon ratification of this agreement by the Board of Supervisors, 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 “employee plus dependent” tiers that is not covered by the employees’ share of the premium.

Effective upon ratification, the employee share per pay period shall be as follows:

Valley Health Plan; \$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 HealthNet) Plan; 0% Employee only, \$52.83 Family;

Effective June 8, 2015 (pay period 15/13), for tiers with dependent coverage in the HMO or POS plan, the employee share of premiums shall increase by 10% of the increase in premiums for those tiers, and the employee-only share shall remain at \$0. In each year thereafter, employees will continue to pay ten percent (10%) of future premium increases on the POS and HMO plans (not VHP).

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

In addition to VHP, the County shall maintain HMO and POS plans.

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 admission.

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;

\$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply);

\$10/\$30/\$60 co-payment for prescription (90-day supply).

Hearing aid coverage shall be in all health plans.

The County shall pay the employee single rate premium while the covered employee is on medical, maternity or industrial injury leave of absence up to thirteen (13) pay periods.

2. Dual Coverage

Effective November 1, 1999, married couples and registered 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 registered domestic partners who 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 employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

3. 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 and obligations as are granted to and imposed upon spouses. The term spouse in this contract shall apply to Registered Domestic Partners.

Tax Liability

Employees are solely responsible for paying any tax liability identified as being the responsibility of the employee by the IRS or State Franchise Tax Board, resulting from benefits provided as a result of their domestic partnership.

This definition of Domestic Partner will be used in lieu of “same sex domestic partner” in Section 18.1 a) 5 - Medical Benefits for Retirees, a, b, c and d).

4. Medical Premium Payments During Family Leave Without Pay, Medical Leave Without Pay and Industrial Injury Leave

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

- a. For a worker on maternity leave without pay or medical leave without pay, up to thirteen (13) pay periods of worker only coverage. A portion of the leave may include dependent coverage in accordance with the Family and Medical Leave Act, the California Family Rights Act and the County’s Family and Medical Leave Policy.
- b. For a worker on family leave without pay, in accordance with the County’s Family and Medical Leave Policy, and to attend to the serious illness of a domestic partner, up to twelve (12) weeks of dependent coverage.

- c. For a worker on industrial injury leave, worker-only coverage for all times while on such leave, and, in accordance with the County's Family and Medical Leave Policy, up to twelve (12) weeks of dependent coverage.

5. Medical Benefits for Retirees

a. For workers hired before August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed five (5) years of service (1305 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

b. For workers hired on or after August 12, 1996:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of workers who have completed eight (8) years of service (2088 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

c. For employees hired on or after June 16, 2006:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed ten (10) years of service (2610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

d. For employees hired on or after October 27, 2014:

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed fifteen (15) years of service (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) who are eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of the Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical.

The surviving spouse or domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

*This section was modified per a settlement agreement.

e. Delayed Enrollment in Retiree Medical Plan

A retiree who otherwise meets the requirements for retiree only medical coverage under Section 18.1 (a) 5 subsections a, b, c or d may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period after retirement.

The years of service expressed in Section 18.1 (a) 5 Medical Benefits for Retirees a, b, c and d must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.

f. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability (OPEB)

Beginning March 23, 2020), employees shall contribute \$15.00 on a biweekly basis toward the lowest cost early retiree premium rate. Such contributions are to be made on a pre-tax basis, and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post-employment benefits (OPEB) obligations and shall not be used for any other purpose.

b) Dental Insurance

The County agrees to contribute the amount of the current monthly insurance premium for dental coverage to cover the worker 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 the agreement.

The County will continue to provide an alternative dental plan. The current alternative dental plan is Pacific Union 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) Health Plan Bonus Waiver Program

Beginning January 1, 2000, with proof of alternative medical coverage, a worker may opt to waive County provided medical coverage.

1. Effective with each new plan year starting January 1, a worker who waives medical coverage for self and family must do so for the entire plan year by signing up in a special open period in the prior November. The worker shall then receive a bonus of seventy four dollars (\$74.00) gross payment per pay period (subject to the usual payroll deductions) commencing the first pay period of the pay year and through the end of the pay year.
2. A part-time worker who waives medical coverage will receive a pro-rated bonus payment according to the code status. At the end of a plan year, a part-time worker may submit a request for supplemental bonus payment to ESA-Benefits Division for adjustments due to additional hours worked beyond code status.
3. A new hire worker may waive medical coverage at the time of new employment and receive a pro-rated bonus of seventy four dollars (\$74.00) gross payment per period starting with the first full pay period.
4. During the plan year, a worker participating in this Program is eligible to re-enroll for coverage within thirty (30) calendar days of an Internal Revenue Service (IRS) defined qualifying event. A worker who re-enrolls shall no longer be eligible to receive the bonus waiver payment effective with the date of coverage.
5. Retirement is not an IRS defined qualifying event. If a worker who is enrolled in the Health Plan Bonus Waiver Program retires during the plan year, the retiree is not eligible to enroll in retiree medical coverage upon retirement until the next open enrollment period after retirement, typically in September.

d) Life Insurance

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

e) Vision Care Plan

The County agrees to provide a vision plan for all workers and dependents. The plan will be the Vision Service Choice Plan based on rates effective July 1, 2010. The County will fully pay the monthly premium for workers and dependents and pick up inflationary costs during the term of this agreement.

f) Flexible Spending Account (FSA) Plan

The County has implemented a Flexible Spending Account (FSA) Plan effective with a new plan year starting January 1, 1999 in accordance with Internal Revenue Code (IRC) Section 125. This County established FSA Plan enables a County worker to annually designate and set aside bi-weekly payroll deduction, up to \$2,000 of wages on a pre-tax basis for eligible medical/dental expenditures based on a list of IRS approved expenditures.

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) Retiree Health Reimbursement Account

DAIA and the County agree to open discussions on the narrow and specific issue of adding a Retiree Health Reimbursement Account or equivalent, to begin no later than fourteen (14) months after March 23, 2020 unless an earlier date is mutually agreed upon. DAIA and the County agree that no implementation of a Retiree Health Reimbursement Account or equivalent shall occur except upon mutual agreement. If an agreement is reached pursuant to this section, DAIA and the County shall execute all necessary documents to implement the agreement.

ARTICLE 19 – PROBATION

Each newly hired employee covered by this Agreement shall serve a probationary period of twelve (12) months to be counted by pay periods. The ending date shall be counted as twelve (12) calendar months moved to the beginning date of the next pay period. Upon successful completion of such probationary period, the employee shall be deemed a permanent employee. Employees holding a position in the competitive service who are promoted to another position in the competitive service shall serve a promotional probationary period of six (6) months. Upon successful completion of such promotional probationary period, the employee shall be deemed a permanent employee in such classification. Leaves of absence without pay shall not be credited towards completion of any probationary period. All probationary employees shall have all rights set forth in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure, provided only that, consistent with County Charter Section 704(e), probationary employees may not grieve suspensions, demotions or dismissals.

ARTICLE 20 - RECRUITMENT PROCESS

The recruitment process for the Supervising Criminal Investigator will be conducted in accordance with the Merit System Rules and will not be done via an alternately staffed transfer opportunity.

ARTICLE 21 - GRIEVANCE PROCEDURE

The County and DAIA 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, DAIA, or the County. In presenting a grievance, the aggrieved and/or his representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Section 21.1 - Grievance Defined

- a) A grievance may only be filed if it relates to:
 1. Pay administration and other items relating to pay as found in County Ordinances
 2. Alleged violations of Merit System Rules
 3. Alleged violations of the Employee-Management Relations Ordinance
 4. Alleged violations of this Memorandum of Understanding and/or Agreement
 5. Disciplinary actions taken under Section 708 of the County Charter
- b) Matters excluded from consideration under the Grievance Procedure:
 1. Performance Evaluations
 2. Position Classification
 3. Workload/Caseload
 4. Merit System Examinations
 5. Items requiring capital expenditures
 6. Items within the scope of representation and subject to the meet and confer process
 7. Probationary Release

Section 21.2 - 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 DAIA, 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 DAIA without notification to and consultation with DAIA. Individual employee grievances may not proceed beyond Step 1 without written concurrence of DAIA at each step.

Section 21.3 - Procedural Compliance

DAIA 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 DAIA, unless it alleges that such grievance settlement is in violation of an existing rule, ordinance, memorandum of understanding or memorandum of agreement.

Section 21.4 - Informal Resolution/Time Limits

It is agreed 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 21.5 - Formal Grievance

a) Step 1

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 as appropriate. A copy of the grievance shall be sent to the Department of Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which:

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

A decision by the department shall be made in writing within twenty (20) working days of the receipt of the grievance.

b) Step 2

If the aggrieved continues to be dissatisfied he may, within ten (10) working days after the receipt of the Step 1 decision, direct a written presentation to the County Executive or designated representative indicating whether the aggrieved wishes 1) the County Executive or 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 Mediation and Conciliation Service. The

arbitrator's compensation and expenses shall be borne equally by the employee or DAIA and the County, provided employee grievances shall be arbitrable only at the expressed request of the employee involved and with the concurrence of DAIA unless the grievance is deemed a DAIA or group grievance prior to submission to Step 2. Decisions by the County Executive or designated representative or the arbitrator shall be final and binding.

Section 21.6 - 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 22 - PRINTING OF AGREEMENT

The County it will publish the MOU in PDF form within sixty (60) days after final agreement on all language.

ARTICLE 23 - FAVORED NATIONS

The Parties agree that, during the term of this Agreement, County-wide increases to benefits, such as medical, dental, life insurance, vacation, sick leave, holidays, or retirement may be applied to employees in this unit. The County agrees to provide notice, in writing, to the DAIA President in advance of any anticipated changes in benefits as early as possible and to provide an opportunity for the DAIA to discuss such changes with the County.

ARTICLE 24 - FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and DAIA. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the County and DAIA 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, DAIA 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 25 - SAVINGS CLAUSE

In the event that 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.

If the State of California notifies the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is AB 1040, which was introduced in Spring 1991), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed alternative.

The County reserves the right to cease payment or seek repayment of wages and/or benefits upon which the State of California is basing the monetary penalty. DAIA reserves the right to contest the legality of the payment cessation or repayment.

It is understood that the purpose of this Section is to ensure that the County does not incur any liability or penalties on either the original Agreement provisions, or the negotiated alternate provisions.

ARTICLE 26 - TERM OF AGREEMENT

This Agreement is operative for the term described and shall become effective upon approval by the Board of Supervisors and ratification by the bargaining unit. This Agreement shall remain in full force and effect from March 23, 2020, to and including September 1, 2024; 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 1, 2024, or any subsequent September 1st of its desire to terminate or amend this Agreement or amend any provision thereof.

DATED: 7/13/2021

COUNTY OF SANTA CLARA

DocuSigned by:
Roseleen Brij
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Roseleen Brij

DocuSigned by:
Mitchell Buellesbach
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Mitchell Buellesbach

DocuSigned by:
Mo Reyes
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Moises Reyes

SANTA CLARA COUNTY
DISTRICT ATTORNEY INVESTIGATORS'
ASSOCIATION, INC.

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Zachery A. Lopes

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Michael Gaynor

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Ht. Tanaya Rose
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Tanaya Rose

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Justin DeOliveira

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Nicholas Olson

APPENDIX A**Effective March 23, 2020**

Job Code	Job Title	Biweekly Step 1	Biweekly Step 2	Biweekly Step 3	Biweekly Step 4	Biweekly Step 5	Monthly Step 1	Monthly Step 5
V77	Criminal Investigator I	4016.24	4218.16	4429.52	4649.60	4882.40	8701.85	10578.53
W14	Criminal Investigator I- U	4016.24	4218.16	4429.52	4649.60	4882.40	8701.85	10578.53
EE3	Criminal Investigator I-EH	3840.80	4033.84	4236.16	4446.56	4669.20	8321.73	10116.60
V76	Criminal Investigator II	4428.08	4649.76	4882.96	5129.52	5387.68	9594.17	11673.31
W13	Criminal Investigator II - U	4428.08	4649.76	4882.96	5129.52	5387.68	9594.17	11673.30
EE4	Criminal Investigator II - EH	4234.56	4446.72	4669.68	4905.28	5152.40	9174.88	11163.53
V75	Supervising Criminal Investigator	5232.00	5495.36	5770.96	6058.08	6360.72	11336.00	13781.56
V5A	Supervising Criminal Investigator -U	5232.00	5495.36	5770.96	6058.08	6360.72	11336.00	13781.56
EE5	Supervising Criminal Investigator -EH	5003.68	5255.60	5519.04	5793.52	6082.96	10841.31	13179.75

APPENDIX B CAREER INCENTIVE PROGRAM (CIP)

B.1 - Purpose

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

B.2 - Goal of The Career Incentive Program

- a) To upgrade the educational level of the Investigators of the Santa Clara County District Attorney's Office on a continuing basis.

- b) To provide an additional inducement to those qualified personnel to improve themselves throughout their career with the Santa Clara County District Attorney's Office.

B.3 - Anticipated Result

A Career Incentive Program (hereinafter referred to as CIP) should result in the upgrading of job performance by District Attorney's Investigators and reflect this performance by increased competence in the level of service provided to residents of this County.

B.4 - Program Requirement

- a) Participation in the CIP will be on a voluntary basis.

- b) A CIP Committee shall be created and shall be composed of one member designated by the District Attorney, one member designated by the Personnel Director and one member of the District Attorney Investigators Association to be selected by that Association.

- c) The CIP committee shall rule on any dispute arising over the validity of a training course or college unit. The Committee will have sole discretion over what constitutes related training. The majority decision of the CIP Committee shall be advisory to the District Attorney whose decision in the dispute shall be final.

- d) The period of appointment to the CIP shall be one year, beginning with the first pay period of the fiscal year and renewable with each fiscal year thereafter by submitting the CIP request form before July 1, of each application year. Any extension must be approved by the CIP Committee. However, at any time during the fiscal year that an Investigator is appointed to the program he will become eligible for payment under the provisions of this Memorandum of Understanding.

B.5 - Eligibility for Participation in the CIP

Personnel interested in participation in the CIP must meet certain minimum qualifications. Participation in the CIP will be on a yearly basis, providing a participant meets the minimum qualifications for each succeeding year.

B.6 - Minimum Qualifications

All participants:

- a) Must have successfully completed the entry probationary period as a Criminal Investigator; and
- b) All Criminal Investigators participating in the CIP program must possess the P.O.S.T. Basic Certificate or higher and must have completed at least sixty (60) course hours of departmental approved training or six (6) accredited college semester units related to law enforcement or a combination of such course hours and college units prior to entry into the program. (For the purposes of this program ten (10) course hours of departmental training are equal to one college semester unit. One quarterly college unit is equal to eight (8) hours of departmental training); and,
- c)
 1. A new enrollee may, after successful completion of the entry probationary period, and having completed at least sixty (60) hours of departmental approved training or six (6) approved college semester units, participate in the CIP of the Santa Clara County District Attorney's Office.
 2. An enrollee holding Basic Certificate who fails to meet the training requirement of sixty (60) hours of approved training or six (6) approved college semester units or a combination of both, will be automatically disqualified for the following year.
 3. To re-enter the CIP, the employee must again complete sixty (60) hours of approved training or six (6) approved college semester units or a combination of both.
- d) On-the-job injuries resulting in failure to complete the requisite training may, upon the employee's written request, and upon decision of the CIP Committee, be granted a time extension for make-up of the necessary hours or units with participation in the CIP to continue during the term of the extension period.
- e) Employees returning from military leave who had participated in the CIP immediately preceding that leave will be immediately reinstated to participation.

B.7 - Training Requirements*

All training must be completed on the employee's own time. The minimum training requirements of the CIP must be completed prior to being eligible for payment under the plan will be as follows:

- a) All Criminal Investigators I and II and Supervising Criminal Investigators.
 1. Sixty (60) hours of Departmental Advanced Training, or
 2. Thirty (30) hours of Departmental Advanced Training and three (3) related college semester units or its quarterly equivalent, or
 3. Six (6) related college semester units or its quarterly equivalent.

- b) Any personnel participating in the CIP will be credited with an equivalent number of hours toward their training requirement for each hour spent in instructing within the CIP, to a minimum of thirty (30) hours.
- c) All study courses taken in the CIP must be completed with a passing grade in a pass or no-pass grading system or a "C" grade or better in a letter grading system or 70% or better in a percentage grading system.
- d) Those participants enrolling in college courses must submit to the Training Officer for approval, the intended courses of study prior to enrollment. Failure to establish approval will result in disallowance of the units toward application to a participant's training requirement.

B.8 - Approved Training

- a) The Training Officer will provide an Advanced 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.
 - 1. Participation in the CIP at the Intermediate or Advanced level will be extended in terms of three (3) year periods, hereinafter called block.*
 - 2. Continued participation in the Intermediate and Advanced CIP beyond the initial three (3) year block will be contingent on the completion of the training requirements during the initial block.*
 - 3. Participation in each subsequent block will be contingent upon completion of the training requirement during the prior block.
- b) Participants attending college level courses to satisfy their training requirements must submit a transcript of their grades at the end of each semester or quarter of study.

B.9 - Incentive Program Remunerative

Personnel of the Santa Clara County District Attorney Investigators Unit participating in the CIP will receive compensation under this program as follows:

- 5% additional pay for participating in the program if the participant possesses a P.O.S.T. Intermediate Certificate, or
- 7.5 % additional pay for participating in the program if the participant possesses a P.O.S.T. Advanced Certificate.

*Except that the reduced maintenance requirement provisions contained in Article 15, Section 15.1(b)(1) and (2) shall apply where the requisite criteria is met by the employee.