March 23, 2020 to September 17, 2023
Santa Clara County Engineers and Architects Association,
IFPTE / Local 21

Memorandum of Agreement
Summary of Changes

ARTICLE 1 – GENERAL PROVISIONS

Section 1.2 - Classifications Covered by Agency Fee Represented by SCCEAA/IFPTE Local 21

The following job classifications are represented by SCCEAA/IFPTE Local 21: subject to the Agency Fee requirement for purposes of determining agency shop.

ARCHITECTURAL PLANS EXAMINER L99
ASSOCIATE CIVIL ENGINEER L16
ASSOC ENVIRON HLTH SAFETY ANALYST V5F
ASSOC PLAN CHECK ENGINEER L09
ASSOC TRANSPORTATION ENGR L29
ASST CIVIL ENGINEER L18
ASST TRANSPORTATION ENGR-U W26
CAPITOL PROJECTS MGR I L69
CAPITOL PROJECTS MGR II L68
CAPITOL PROJECTS MGR III L67
COUNTY TRAFFIC ENGINEER L19
ENGINEERING GEOLOGIST L50
ENVIR HLTH & SFTY COMP SPC-SCVHHS T47
ENVIR HLTH & SFTY COMP SPC-WSA T46
ENVIR HLTH & SAFE SPT/ROADS V56
ENVIRONMENTAL HEALTH GEO/ENG V2E
ENVIRONMENTAL HL SFTY COMP SPC V46
ENVIRONMENTAL HLTH SFTY ANALYST V5G
JUNIOR CIVIL ENGINEER L20
JUNIOR TRANSPORTATION ENGR L27
LAND SURVEYOR L17
PRINC SFTY & COMPL SPEC – FAF V4D
PRINCIPAL CIVIL ENGINEER – LDE L13
PRINCIPAL CIVIL ENGINEER – RA L24
PRINCIPAL DEV SVCS ENGINEER L77
PRINCIPAL SAFETY & ENVIR COMPL SPEC X4A
SR CIVIL ENGINEER L14
SR ENVIRONMENTAL COMPLIANCE SPEC B34
SR FACILITIES ENGINEER L34
SR OCCUPATIONAL SAFETY SPEC B09
SR PLAN CHECK ENGINEER L08
SR PLAN CHECK ENGINEER-U Q80
UTILITIES ENGINEER/PROGRAM MGR L48
UTILITY PROGRAM ANALYST L47

Approved: 03/24/2020
1) Condition of Employment
As a condition of employment, all employees identified in Section (a) shall execute an authorization for the payroll deduction of one of the following: (1) Union dues (signifying membership in the Union); (2) an agency fee (signifying non-membership in the Union) not to exceed Union dues; or (3) a charity fee selected by an employee who is a member of a bonafide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Unit members shall execute a payroll deduction authorization within fifteen (15) calendar days after entry into a classification in this bargaining unit.

Section 1.3 - Dues Deductions

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

2. When the union adjusts the level of contributions, provides notice of contributions from new employees, or provides notice of ceasing contributions, SCCEAA/IFPTE Local 21 shall provide written notice of the adjustment to the County by email. The County shall have two (2) pay periods following receipt of the notice to implement the changes.

3. SCCEAA/IFPTE Local 21’s position is that it will maintain employees on its certification to the County regarding dues-deduction authorizations unless the employee mails a written revocation to SCCEAA/IFPTE Local 21 in accordance with the terms of the authorization form, or absent such terms, by mailing a written revocation to the union that is postmarked during the thirty (30) day period immediately prior to the annual anniversary of the date on which the employee signed an authorization. The County takes no stance on the union’s position; consistent with the law, the County will rely on the union’s certification in order to process dues deductions.

2) Maintenance of Membership
A unit member belonging to the job classifications identified in Section 1.2 (a) may not revoke his/her authorization for regular monthly union dues or membership status during the term of this Memorandum of Agreement. However, said unit member may change their status from membership in the Union to an agency fee status on an annual basis by providing a new payroll deduction authorization to the Union in the month of June.
4. Fair Representation - CCL
It is recognized that the Union, as the exclusive representative of all unit members, is required to represent them fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Agreement or law.

Charity Fee Deduction
To qualify for deduction of the charity fee, the unit member must certify to the Union and the County that he/she holds conscientious objections to joining or financially supporting a public employee organization. Such unit member will be required to submit to the Union and the County a letter certifying his/her position. The unit member’s payroll deduction shall not be forwarded to the charity until the Union has approved of the exemption. The Union will receive from the County quarterly proof of payment of an amount equal to the agency fee to the specified charity.

Involuntary Deduction
If any unit member fails to authorize one of the above deductions on a timely basis the Union may request the County to involuntarily deduct the agency fee from the unit member’s paychecks. Prior to making such request, the Union shall notify the unit member of the request. If the Unit member and the Union are unable to reach agreement on the manner of payment, the Union shall certify to the County in writing that the employee whose pay is to be affected by the deduction has: (1) refused to join the Union; and (2) has refused to tender the amount of the agency fee as defined herein; and (3) does not qualify for an exemption under certification is a condition precedent to the County’s obligation to begin payroll deduction. The appropriate deduction shall begin with the pay period following County receipt of the written certification.

6) Forfeiture of Deduction
If, after all other involuntary and any insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

5. Financial Documentation - CCL
The Union shall within sixty (60) days after the end of each calendar year provide the County with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.

8) Reinstatement
Upon the reinstatement of a unit member, or upon the recall of a unit member from layoff status, the County will resume payroll deduction of dues, agency fee, or charity fee, or will initiate payroll deduction for such person in accordance with this Section.

9) Petition and Election
If a petition (other than a decertification petition under ordinance code section A25-385) is filed with the County which requests an election rescinding agency shop and such
petition contains the signatures of at least thirty percent (30%) of the employees in the unit an election will be held. Such election may only be held once during the term of this Agreement. The verification of the petition and the election shall be conducted by State Mediation and Conciliation Service. Voting shall be by secret ballot and the majority vote of all unit members (whether voting or not) shall control.

6. **No Fault - CCL**
The Union agrees to indemnify, defend, and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Section or from complying with any demand hereunder.

7. **Dues and Agency Fees Deduction(s)**
Dues and Agency deduction(s), together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union's designated officer according to County procedures.

**ARTICLE 2 – PERSONNEL ACTIONS**

Section 2.1 Probation

Each new employee shall serve a probationary period of nine twelve (9-12) months. The nine twelve (9-12) month probationary period shall be calculated by pay periods. An employee's probationary ending date shall be counted as nine twelve (9-12) calendar months moved to the start of the next pay period. Upon successful completion of such probationary period, the employee shall be deemed a permanent employee. A leave of absence without pay shall not be credited toward completion of the employee's probationary period.

Section 2.9 – Performance Appraisal Program

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

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

Section 2.10 - Career Ladder

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

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

I. OBJECTIVES:

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

A) To Identify areas for Improving skills and encouraging growth in technical and non-technical areas related to an employee's work.

B) To provide a process which can, over time, result in a more effective, energized and satisfying workplace.

C) To provide a process which will foster positive, professional, constructive, and friendly Interactions between supervisors and employees.

D) To Identify specific training with respect to the first objective.

II. DESIRED OUTCOMES:

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

A) For the Employee:

   1) Improve working relationship with the supervisor.
   2) A clear understanding of the supervisor's expectations.
   3) Continuous updating of performance against these expectations.
   4) Greater sense of accomplishment.
   5) An opportunity to increase capability and value through an agreed upon development plan.
   6) An opportunity to contribute more directly to the County.
   7) A clear picture of possible career paths.
   8) An opportunity for growth in work related areas.

B) For the supervisor, an opportunity to:

   1) Improve working relationships with those reporting to you.
   2) Increase group morale and productivity.
   3) Improve succession management (e.g. employees will be better qualified to move up in classification, as opportunities become available).
   4) Reduce turnover.
C) for the County, an opportunity to:

1) Improve over-all productivity.
2) Improve Internal communications.
3) Enhance customer service.
4) Motivate employees.

III. **GUIDELINES:**

A) Performance appraisals will not be placed in the employee’s official personnel files (either at 70 West Hedding or the Department's). A copy of the evaluation will be retained by the employee and the supervisor.

B) A copy of completed Performance Appraisal and Development Plan will be given to the appropriate second level supervisor.

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

D) Performance Appraisals will not be used in the ‘disciplinary process.

E) Performance Appraisals will not be used in the promotional process.

F) Each permanent employee will be appraised annually.

G) Probationary employees will not be included in this PPADP. They will be evaluated based upon normal probationary review processes.

IV. **PROCEDURES:**

A) Annually, the supervisor will meet with each employee, whom they supervise, to conduct a Performance Appraisal and to prepare a Development Plan.

B) If there has been a previously completed PPADP form, It is desirable for both the supervisor and the employee to make reference to the "Performance Objectives" and "Plans for Achieving Objectives" portion of the form as is appropriate. That will help to achieve continuity in tracking progress.

C) Two weeks prior to the meeting, the supervisor will give the employee a draft appraisal and a copy of previously completed forms, if one has been completed. If an area appears to have little applicability to an employee's work, it should only be addressed to the degree that it has applicability. If there is no applicability, write "not applicable."

D) One week after receiving the draft appraisal, the employee will respond to the supervisor's comments.

E) When the employee and the supervisor meet, the process should be as follows:

1) Openly review each other's comments In the Appraisal section of the form. The tone should be collegial and friendly, not judgmental or defensive. The parties' dialogue should seek clarification in order to arrive at agreement on the contents of this section.
2) If during comment review, either the supervisor or employee feels that it would be appropriate to modify a comment, they should do so during the meeting. The supervisor should bring a blank copy of the form to the meeting for this purpose.

3) The employee and the supervisor should each complete the appropriate comments section of the form. The focus should be on understanding and clarifying differences in perspective and in working toward a common ground. The comments should be summary in nature and brief.

F) The final step in the PPADP meeting process is preparation of the Development Plan. The process should be as follows:

1) A previous Development Plan, if one has been completed, should be the starting point.

2) The focus in the discussions should be to meet the goals of the County (including the public), the employee, and the supervisor.

3) For those employees that meet expectations, there should be discussion related to developing additional skills. The opportunity to gain new skills could include opportunities for higher classifications, mentoring of other employees, opportunities for working out of classifications and other avenues for potential personal and professional growth.

4) Performance Objectives which have been met and Plans for Achieving Objectives that have been fully executed should be acknowledged in writing by the supervisor.

5) Performance objectives that have not been met and Plans for Achieving Objectives that have not been fully executed should be constructively discussed. A new plan may be agreed upon.

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

7) The Plan should be achievable and beneficial to the County (including the public), the employee, and the supervisor.

G) After the meeting has taken place, a copy of the meeting materials will be given to the employee. The PPADP will then be typed in a final form. The form will be signed and dated by the employee and the supervisor. The form will then be given to the second level supervisor for review and signature.

H) If an employee is dissatisfied with the Appraisal or Development Plan, the employee may request a meeting, within ten (10) working days of receipt of the Appraisal or Development Plan, with the second level supervisor. The supervisor and the employee will be present during the meeting. The second level supervisor will act to facilitate mutual understanding of the Appraisal and/or Development Plan. The second level
supervisor’s suggestions or comments will be attached to the PPADP and copies will be provided to both the supervisor and the employee. The decision of the second level supervisor is final and non-grievable, pursuant to Section 10.1 of the MOA. The decision of the second level supervisor shall be issued within (10) working days to conclude this appraisal process.

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

IV. TRAINING AND IMPLEMENTATION:

A) There will be joint labor-management training provided to supervisors and employees, as agreed upon by the committee.

B) Appraisals will be completed within ninety (90) days of the training sessions. All employees will be evaluated twice during the pilot period.

VI. TERM
This agreement shall remain in effect throughout the duration of the MOA

ARTICLE 3 – PAY PRACTICES

Section 3.1 – Salaries

Effective pay period 14/22 (October 13, 2014), the salaries of each classification shall be increased by approximately two percent (2%) in addition to the 6.396% self-funded wage for a total of 8.396%.

Effective pay period 15/20 (September 14, 2015), the salaries of each classification shall be increased by approximately three percent (3%).

Effective pay period 16/20 (September 12, 2016), the salaries of each classification shall be increased by approximately three percent and one quarter percent (3.25 %).

Effective pay period 17/20 (September 11, 2017), the salaries of each classification shall be increased by approximately three percent (3%).

Effective pay period 18/20 (September 10, 2018), the salaries of each classification shall be increased by approximately three percent (3%).

Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.
Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all bargaining unit employees shall receive a one-time realignment adjustment added to base salary in the amount of one and half percent (1.5%) of their base salary.

Effective September 21, 2020, Pay Period 20/21, all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective September 20, 2021, Pay Period 21/20, all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.

Effective September 19, 2022, Pay Period 22/20, all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.

A) One-time Signing Bonus:

1. Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors) current employees at time of signing of a successor contract who are in Local 21-represented positions shall receive a three percent (3%) lump sum bonus based on coded status from September 23, 2019 to the first pay period after the second reading by the Board of Supervisors. The lump-sum for full and part time employees will be based on base salary only.

B) Realignments

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Classification</th>
<th>% increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>L99</td>
<td>ARCHITECTURAL PLANS EXAMINER</td>
<td>4.00%</td>
</tr>
</tbody>
</table>

Section 3.4 – Temporary Assignment

When an employee is assigned and performs additional higher-level duties during the temporary absence of an incumbent, he/she shall will receive a differential consistent with the promotional pay procedure as set forth in Article 3.2. Such payment shall will only apply where the assignment is made for a period of three five (3 5) consecutive working days or more. When such pay for higher level duties is appropriate under these terms and conditions, it will commence on the first day of the assignment and continue throughout the duration thereof. Application of this provision may be extended to vacant positions only upon concurrence of the County Executive. The differential shall not be paid when the employee who is assigned is absent due to sick leave or vacation. An
employee assigned work out of classification shall receive pay for holidays when employee is assigned work out of classification the day prior to and following the holiday.

Section 3.7 – Specialized Certifications and Enhancements

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

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

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

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

**ARTICLE 6 - SICK LEAVE BANK**

Section 6.1 – Creation of Sick Leave Bank – CCL
Section 6.2 – Sick Leave Bank Accrual – CCL
Section 6.3 – Usage

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

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

To allow more flexibility in the use of an employee’s accrued leave banks while maintaining the eligibility for cash out, the following terms shall apply:

During each payroll calendar year employees may use up to a maximum of 32 hours of STO for absences due to personal illness or any other absences which are chargeable to sick leave in accordance with the following terms:

1) For the purpose of first day usage, a day is defined as 8 hours.

2) For employees who work less than full time, the first day STO and the requirement of 32 hours of STO usage would be prorated.

3) The first 8 hours of such absences shall be charged to STO.

4) Employees working Alternate Work Schedules have the option of using STO or sick leave for the remainder of the shift.

5) If the STO bank is exhausted, the first 8 hours shall be Leave Without Pay.

6) Such absences beyond the first 8 hours shall be charged to sick leave unless the employee requests to use STO up to a maximum of 32 hours.

7) After using 32 hours of STO for such absences within each payroll calendar year, subsequent absences may be charged to sick leave including the first day.

8) For the purpose of this section 6.3, absences chargeable to sick leave include but are not limited to family care usage and bereavement leave.

9) For employees who are hired into the bargaining unit after the beginning of the payroll calendar year, the requirement to use 32 hours of STO shall not be prorated.

b) An employee shall be allowed, on an annual basis, to charge up to thirty-two (32) hours directly to the sick leave bank for the purpose of medical and dental appointments while
maintaining eligibility for STO Cash Out, Section 5.8.

e) Notwithstanding the above, an employee who experiences a continuation of a verified personal illness or that a member of the immediate family within fourteen (14) calendar days of his/her original return to work, may charge the renewed absence directly to accumulated sick leave balance but subject to any restrictions in Section 7.4.d.

Section 6.4 – Doctor’s Note - CCL

Section 6.5 – Bereavement Leave –

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

ARTICLE 7 - LEAVE PROVISIONS

Section 7.4 – Maternity Parental Leave

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

2. Sick Leave Use – CCL

If, during the pregnancy leave or following the birth of a child, the employee's physician certifies that she is unable to perform the duties of her job, she may use her accumulated sick leave during the period certified by the physician.
Section 7.5 – Leaves to Perform Jury Duty – CCL

Section 7.6 – Response to Subpoena - CCL

Section 7.7 – Educational Leave and Tuition Reimbursement

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

Section 7.8 – Professional Development Fund

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

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

- Registration for video/Internet conference events, professional books included course and non-course related to the professional development of the represented employees in the bargaining unit.

- Books, on-line courses and materials, literature, tapes, and videos (study guides and manuals) for the “Engineers-In-Training” examination, including the examination and registration fees. Professional Engineer examination, and other professional certification programs for engineers.

- Examination and Registration fees connected to the Architect Registration examinations, California Licensed Architect, NCARB Registration and required continuing education, and other professional certification programs.

- Membership for one professional organization.

The County and the Union may request to meet and confer during the life of the contract for the purpose of integrating new certifications and programs eligible under the Professional Development Fund.

Section 7.9 – Registration – CCL

Section 7.10 – Administrative Leave

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

Article Section 7.11 - Alternate Work Schedules

a. The County shall provide alternate work schedules in accordance with the County of Santa Clara Alternate Work Schedules Policy for SCCEAA represented classifications. The Local 21 Alternate Work Schedules Policy, dated 9/12/13, may be found online at: on the County intranet site.

b. An employee may request to meet with the Department Head or Designee to discuss the reason for denial of the Alternate Work Schedule request. This meeting shall occur within a reasonable period of time following the denial of the request. Employees may request union representation in such meetings.

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

Article Section 7.12 – Telework

a. The County shall provide telework opportunities in accordance with the County of Santa Clara Telework Policy for SCCEAA represented classifications. The Teleworking Handbook Policy and Procedures, dated 9/02/15, may be found online at: on the County intranet site.

b. An employee may request to meet with the Department Head or Designee to discuss the reason for denial of the Telework request. This meeting shall occur within a reasonable period of time following the denial of the request. Employees may request union representation in such meetings.

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

ARTICLE 8 – BENEFIT PROGRAMS

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

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

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

Section 8.4 - Employee Contribution Toward Retiree Medical Obligation Unfunded Liability (OPEB)
Retiree Medical Obligation Unfunded Liability (OPEB) Effective with the pay period beginning September 14, 2015, for the term of this agreement, employees shall contribute $15.00 $13.50 on a biweekly basis. Such contributions are to be made on pre-tax basis and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County’s annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County’s other post-employment benefits (OPEB) obligations and shall not be used for any other purpose.

Employees shall receive an OPEB rebate for the period of June 23, 2014 through September 28, 2014.

Section 8.5 – PERS

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

The employee contribution rate shall be 50% of the normal cost for the 2% @ age 62 PERS plan expressed as a percentage of payroll as defined in the Public Employees' Pension Reform Act of 2012. The County shall not pay any portion of the employee contribution rate (EMPC.) If the normal cost increases or decreases by more than 1% of payroll the employee contribution rate will be adjusted accordingly. Effective October 13, 2014, employees in the PEPRA tier shall pay an additional 7% of the Employer Contribution to PERS in exchange for a self-funded wage increase of 6.396% per Section 3.1.

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

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

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

**ARTICLE 16 - TERM OF AGREEMENT**

This Agreement shall become effective only upon approval by the Board of Supervisors and upon ratification by the individual unit as listed in Appendix A, and shall remain in full force and effect from March 23, 2020 to and including September 17, 2023 and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to September 17, 2023, or any subsequent September 14 of its desire to terminate this Agreement or amend any provision thereof.

**Side Letter Agreement**

**Local 21 Classification/Compensation Study**

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

A. Within ninety (90) days from the ratification of a successor contract agreement by the Board of Supervisors, the County agrees to do the following:

1. Initiate a classification study for the following classifications:
   a. The Civil Engineer Series (Junior, Assistant, Associate, and Senior Civil Engineer)
   b. The Plan Check Engineer Series (Associate, Senior Plan Check Engineer)
   c. Engineering Geologist
   d. Environmental Health and Safety (Analyst and Associate)

2. Initiate a compensation study for the following classifications:
   a. Capital Project Manager Series (CPM I, CPM II, CPM III)
   b. Principal Civil Engineer - RA & Development Services
   c. Principal Safety and Environmental Compliance Specialist
B. Effective the third year of the agreement, the County and Local 21 may mutually reopen this section solely to consider the option of doing a reclassification study for the following classifications:

d. Environmental Health and Safety Compliance Specialist – SCVHHS
e. Environmental Health and Safety Compliance Specialist - Roads and Airports
f. Environmental Health Geologist/Engineer
g. Land Surveyor
h. Utilities Engineer/Program Manager
i. Utility Program Manager

C. The County will review industry standards in accordance with the County’s Classification Principles Policy dated March 8, 2018. Upon request, the County will share with SCCEAA Local 21 the methods and criteria utilized for the studies, as well as any data relevant to the study. The County will share the results of the classification/compensation study with SCCEAA Local 21, but the studies conducted by ESA shall not be grievable.

D. Upon completion of the classification study through the normal classification study process, the County shall notify SCCEAA Local 21 if there are recommendations to modify any of the current classifications and/or if there are recommendations for the creation of new classification(s).

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

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

A. This agreement addresses matters related to Article 8, Section 8.3 - Medical Benefits for Retirees.

B. The purpose of this side letter is to memorialize the parties agreement to meet during the term of this agreement to discuss the feasibility of establishing a Retiree Health Reimbursement Account. The parties agree to meet upon request by either party to review and discuss items directly related to this. The contract shall not be re-opened, unless by mutual agreement of the parties.

C. The County agrees to provide all pertinent information related to the discussion on this matter.