

SIDE LETTER AGREEMENT
BETWEEN CONTRA COSTA COUNTY &
DEPUTY SHERIFFS ASSOCIATION, RANK & FILE UNIT

This Side Letter is by and between the Deputy Sheriffs Association (DSA), on behalf of its Rank & File Unit, and the County of Contra Costa (County) and is effective the first day in the month Board of Supervisors approval of this Side Letter.

DSA and the County (Parties) agree to amend Section 23.1 (Cause for Disciplinary Action) of the Memorandum of Understanding between the County and DSA Rank & File Unit (MOU) (July 1, 2023-June 30, 2027) as set forth below:

23.1 Cause for Disciplinary Action.

The appointing authority may dismiss, suspend, demote, or reduce within class, any employee for cause. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, reduction or demotion may be based on reasons other than those specifically mentioned:

- a. absence without leave,
- b. conviction of any criminal act involving moral turpitude,
- c. conduct tending to bring the merit system and/or Office of the Sheriff-Coroner into disrepute,
- d. disorderly or immoral conduct,
- e. incompetence or inefficiency,
- f. insubordination,
- g. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises,
- h. neglect of duty, (i.e. non-performance of assigned responsibilities),
- i. negligent or willful damage to public property or waste of public supplies or equipment,
- j. violation of any lawful or reasonable regulation or order given by a supervisor or department head,
- k. willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations,
- l. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
- m. misappropriation of County funds or property,

- n. unreasonable failure or refusal to undergo any physical, medical, and/or psychiatric exam and/or treatment authorized by this MOU,
- o. dishonesty or theft,
- p. excessive or unexcused absenteeism and/or tardiness,
- q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.,
- r. **cancellation, suspension, revocation, or surrender of the employee's peace officer certification or proof of eligibility issued by the Commission on Peace Officer Standards and Training (P.O.S.T.) if the employee is employed in a peace officer classification.**

This Side Letter will remain in effect for the term of the current MOU between the County and DSA Rank & File Unit (July 1, 2023 – June 30, 2027). The terms of this Side Letter will be incorporated into the successor MOU unless otherwise negotiated by the parties. All other terms and conditions of the current MOU between the County and DSA Rank & File Unit remain unchanged by this Side Letter.

Date: 1/24/2024

Contra Costa County:
(Signature/Printed Name)

**Deputy Sheriffs Association
Rank & File Unit:**
(Signature/Printed Name)

James M. Bickert, Jim BICKERT David Santad
LUCENA, Lucky CHRISTNUT
