MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF SANTA CLARA

AND

COUNTY COUNSEL ATTORNEYS ASSOCIATION

December 7, 2015 through July 12, 2020
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PREAMBLE
This Memorandum of Agreement is entered into by the County of Santa Clara (hereinafter referred to as the County) and the County Counsel Attorneys Association (hereinafter referred to as the Association). The parties agree that the rates of pay established by this Agreement are commensurate with those prevailing throughout the County for comparable work as required by the Charter for the County of Santa Clara.

SECTION 1 – RECOGNITION
The County recognizes the Association as the exclusive bargaining representative for all classified and unclassified employees in coded classifications within the Association bargaining unit.

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

The following classifications are included in the Association bargaining unit:

   Attorney  I – County Counsel
   Attorney II – County Counsel
   Attorney III – County Counsel
   Attorney IV – County Counsel
   Law Clerk – County Counsel

SECTION 2 – NO DISCRIMINATION
Neither the County nor the Association shall discriminate (except as allowed by law) against employees because of race, age, color, disability, creed, national origin, religion, Association activity, affiliations, political opinions, or sexual orientation.

SECTION 3 – ASSOCIATION SECURITY
3.1 – Relationship Affirmation
The Association recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the citizens of Santa Clara County, consonant with its obligations to the employees it represents. County and the Association affirm the principle that harmonious labor-management relations are to be promoted and furthered.

3.2 – Agency Shop
a) Condition of Employment
As a condition of employment, all employees in a classification in this bargaining unit shall execute an authorization for the payroll deduction of one of the following: (1) Association dues (signifying membership in the Association); (2) an agency fee (signifying non-membership in the Association) not to exceed Association dues; or (3) if he/she qualifies, religious/sect objector fee (signifying non-membership in the Association due to conscientious objection) equal to the agency fee to the employee’s choice of the
b) **Fair Representation**

It is recognized that 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.

c) **Religious/Sect Objector**

An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Association as a condition of employment. To qualify for deduction of the Religious Sect/Objector, the unit member is required, in lieu of periodic dues, initiation fees, association dues, or agency shop fees, to pay sums equal to the dues, initiation fees, association dues or agency shop fees to one of the non-religious, non-labor charitable organizations exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, chosen by the employee from the charitable organizations listed in Section 3.2a. The Association will receive from the County quarterly proof of payment of an amount equal to the agency fee to one of the three charities specified above. Should one or more of the listed charitable funds no longer be eligible under Section 501(c)(3), the Association and the County shall promptly meet and agree upon a replacement.

d) **Placement into Religious/Sect Objector Fee Status by County Counsel**

In the event the Association puts to a vote of its members a decision whether to commence litigation against the County; or when litigation is filed by the Association or by represented employees in the unit against the County relating to matters involving their terms and conditions of employment or employer-employee relations of Association members; or when there is work action by unit members, whether sanctioned or not by the Association; all represented employees in the Litigation Section of the office shall, at the discretion of the County Counsel, move to or remain in religious/sect objector fee payer status to a maximum of ten (10) employees. Such employees shall be restored to their previous status (dues, or agency fee) upon conclusion of the litigation, or upon the Association's vote not to commence litigation, or upon the cessation of work action, as the case may be.

e) **Involuntary Deduction**

If any unit member fails to authorize one of the above deductions on a timely basis the County shall involuntarily deduct the agency fee from the unit member's paychecks.
g) **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 Association dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

h) **Financial Documentation**
The Association 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.

i) **Reinstatement**
Upon the reinstatement of any unit member, or upon the recalling of any 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.

j) **Window Periods**
A unit member who desires to move from one status (dues, agency, or religious/sect objector) to another status (dues, agency, or religious/sect objector) shall first complete the appropriate documents to make such change effective. A unit member may move from religious/sect objector to agency or dues at any time. A unit member may move from agency to dues at any time. A unit member shall not move from dues to agency or religious/sect objector, or from agency to religious/sect objector, except during window periods. The window periods shall be limited to the first fifteen (15) calendar days of July.

k) **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.

l) **No Fault**
The Association 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.

3.3 – **Meeting with Management**

a) **Open Door Policy Continuation**
The County Counsel will continue the "Open Door" policy which he/she has established and/or maintained. The policy allows an attorney in the department to meet with the appointing authority, at a mutually agreed upon time and location, on a matter of concern to the attorney.
Any employee in a classification represented by the Association has been, and will continue to be, allowed to bring a representative of his/her choice (this may include a representative of the Association but not a representative of another employee organization) to the mutually agreed upon meeting.

The Association representative will be considered on paid release time for this meeting with management.

b) Association Meetings with Management
Meetings between Association representatives and each appointing authority shall be held upon request of the Association at mutually agreed upon times and locations. It is agreed that the purpose of these meetings is to provide an open door and forum to discuss matters of concern to the Association on behalf of the bargaining unit, consistent with the types of issues and concerns that could be raised under the Open Door Policy of the appointing authority.

It is also agreed that these meetings are not intended to be, and shall not be, the replacement for the parties' mutual obligations to meet and confer on matters within the scope of representation. It is further agreed that these meetings are also not intended, and shall not be, a forum to determine matters which require the approval, agreement, commitment or obligation to perform by the County Board of Supervisors and/or the County Executive or his/her designee.

Both the Association and the appointing authority shall be limited to a maximum of four (4) representatives each at the meeting.

Association representatives shall be considered to be on paid release time for the meeting.

c) Monthly Association-Executive Management Meeting
As many as five representatives from County Counsel's Executive Management (Management) and the Association will meet for an hour every month to discuss and attempt to resolve any issues concerning the function of the County Counsel's Office, except individual employee evaluations, written reprimands, and disciplinary matters.

The meetings will be scheduled at a mutually convenient date and time and may be rescheduled or cancelled by agreement.

The Association will provide a list of the issues to be discussed in advance of the meeting, if possible, and prioritize the issues to be discussed.

Issues raised by Management may also be discussed, as time permits. Management will give the Association advance notice of the issues to be discussed, if possible. The parties may agree to increase the frequency and duration of the meetings to allow for discussion of the issues raised by Management. Association and Management will participate in good faith and will attempt to address or resolve issues as
quickly as possible. When Management requires further analysis or additional information or authority to resolve an issue, Management will attempt to respond at the next meeting, if not sooner. The parties will make every effort to agree on language outlining the resolution of an issue, although the Association and Management may not agree with the substantive resolution.

The monthly Association-Management meetings will be in addition to any duty to meet and confer unless the parties agree in writing that a meeting will be considered the meet and confer. The monthly Association Management meeting will not supersede, preclude, or preempt Association or individual deputies from meeting with the County Counsel on an open door basis.

3.4 – Printing of Agreement
The County will publish the Agreement on the County website within sixty (60) days after final agreement on all language.

SECTION 4 – CONTRIBUTIONS TO PUBLIC EMPLOYEES RETIREMENT SYSTEM
4.1 – Public Employees Retirement System
Definition for “Classic PERS Member” and “New PERS Member” (PEPRA Member) in PERS- As a result of the Public Employee Pension Reform Act (PEPRA), Classic PERS Member miscellaneous employee shall refer to an employee who is eligible for and is placed in the 2.5% at age 55 retirement tier. “New PERS Member” (PEPRA Member) miscellaneous employee shall refer to an employee who is eligible for and placed in the 2% at age 62 retirement plan.

4.2 – "Classic PERS Member":
a) Effective December 17, 2007 (pay period 08/01) the PERS contract covering Classic PERS Member miscellaneous employees was amended to reflect a new pension formula 2.5% of 55, the cost of which shall be paid for by the employees covered by this Agreement by a deduction of 3.931% from their pay checks of gross reportable earnings.

b) Effective December 9, 2013 the Classic PERS Member’s contribution to the employer share of PERS shall be reduced from 5.904% to 2.931%. The County shall suspend Classic PERS Members’ contribution of 2.973% towards employer PERS share from June 24, 2013 through December 8, 2013. The County shall refund to each Classic employee the dollar value of 2.973% s/he contributed to the employer share for the period from June 24, 2013 through December 8, 2013.

c) Effective December 9, 2013, the Classic PERS Member shall pay the entire 8% PERS Member share contribution (7% is a new contribution plus the existing 1% contribution). The employee shall continue to pay the existing 2.931% on the employer share of PERS. Total Classic PERS Member paid contribution for PERS is 10.931%.
4.3 – PEPRA Member:
The PEPRA Member shall pay 7% toward the employer share of PERS, in addition to the PEPRA Member's required PEPRA contribution (at least 50% of normal costs).

SECTION 5 – SALARIES
County shall pay employees salary as set forth in the Salary Schedule, which is attached hereto and incorporated herein by reference.

5.1 – Self Funded
a) Self-Funded Raise of 6.954% Effective December 9, 2013:

For Classic PERS Member Miscellaneous Employees
As set forth in Section 4 of this Agreement, the Classic PERS Member employee shall pay the entire 8% PERS member-share contribution (7% is a new contribution plus the existing 1% contribution). Separately, the employee shall continue to pay the existing 2.931% on the employer PERS share. Total employee-paid contribution for PERS is 10.931%. In return for the new contribution of 7% and the elimination of Employer Paid Member Contribution (EPMC), the County will provide an equivalent self-funded wage increase, which is 6.954%, effective December 9, 2013.

New PERS Member (PEPRA Member) Miscellaneous Employees
Pursuant to Section 4.3 of this Agreement, the PEPRA Member shall pay 7% towards the employer share of PERS, in addition to the required PEPRA contribution (at least 50% of normal costs). In return for the new contribution of 7% on the employer share, the County will provide an equivalent self-funded wage increase, which is 6.954%, effective December 9, 2013.

b) 2% Wage Increase for Structural Changes:
For the period between December 23, 2013 through June 22, 2014 the County will provide a 4% wage increase (equivalent to a 2% annual Wage increase for the County’s fiscal year) in exchange for structural changes made herein. Effective June 22, 2014 at 11:59pm, the wage increase amount shall decrease from approximately 4% to 2%.

5.2 – Salaries
Effective the first pay period following the second (2nd) reading by the Board of Supervisors of the Salary Ordinance for employees represented in this bargaining unit shall receive an increase of approximately 3.25%.
On the following dates the employees represented in this bargaining unit shall receive a general wage increase of approximately:
On July 18, 2016 (16/16) the County shall provide a 3.0% general wage increase
On July 17, 2017 (17/16) the County shall provide a 3.0% general wage increase
On July 16, 2018 (18/16) the County shall provide a 3.0% general wage increase
On July 15, 2019 (19/16) the County shall provide a 3.0% general wage increase
5.3 – Automatic Check Deposit
All employees represented by the Association shall be paid by automatic check deposit.

SECTION 6 – TUITION REIMBURSEMENT
Employees in this unit shall continue to be eligible to participate in the Tuition Reimbursement Program of the County as administered by the Learning & Employee Development. The total monies in this program will be administered at the County level. A cap of twenty six thousand dollars ($26,000) for each fiscal year will be established for the use of this bargaining unit. Total reimbursement for each employee participating in the program will not exceed nine hundred ($900.00) per fiscal year. Funds not used for any period shall not be carried over to the next fiscal year. No amount may be approved or expanded beyond funds available for the term of the Agreement.

SECTION 7 – DEPARTMENT INITIATED TRAINING
The Department will pre-approve and pay for trainings, workshops, seminars and webinars that are essential to the current assignment of employees. The employee’s manager must pre-approve any requests prior to the commencement of the course. Applications requiring time off must be filed with and signed by management at least ten (10) days prior to the commencement of the course.

SECTION 8 – EDUCATIONAL OPPORTUNITY LEAVE
Employees who attend educational courses, which courses have been approved by the Department and which are taken on the employee’s day off, shall be credited up to sixteen (16) hours per year as follows:

a) Time charged to educational leave and time added to vacation balance, or;

b) Time charged to educational leave and time off given during the same pay period as that when the course was taken.

SECTION 9 – PAYMENT OF STATE AND COUNTY BAR ASSOCIATION DUES
The County shall annually pay on behalf of each employee covered by this Agreement the full amount of such employee’s yearly dues to the State Bar of California. Each employee must present to his/her Department the annual dues statement within ninety (90) days of receipt in order to be eligible for such payment.

In addition, the County shall annually reimburse the employee covered by this Agreement a portion of the employee’s yearly dues to the Santa Clara County Bar Association or the Silicon Valley Bar Association on a 50% (County) and 50% (employee) basis should the employee join or renew membership in the Santa Clara County Bar Association or the Silicon Valley Bar Association. Each employee requesting such reimbursement shall provide his/her department head a receipt, or copy thereof, from the Santa Clara County Bar Association or the Silicon Valley Bar Association no later than April 15 in the appropriate year, verifying payment by him/her of the full amount of his/her yearly dues to the Santa Clara County Bar Association or the Silicon Valley Bar Association.
The County agrees to make such reimbursement as soon as possible after receipt of proof of payment of the County Bar dues.

SECTION 10 – LEGAL REPRESENTATION
The County’s obligation to defend and indemnify its officers and employees is prescribed by California Government Code Sections 825 et seq. and 995 et seq. The County shall indemnify and defend employees in this unit in accordance with the applicable law when and if they are sued for acts, errors or omissions within the course and scope of their duties, save and except where the applicable law excuses County’s obligation to defend (e.g., fraud, malice, etc.). This paragraph and the terms and conditions thereof shall be enforceable at law in accordance with the applicable law, but shall not be subject to the grievance provision of the County Ordinance Code.

SECTION 11 – OUT OF COUNTY LITIGATION
Whenever an employee of the Office of the County Counsel participates in the trial of a case lasting longer than twenty (20) working days which the court has ordered to be tried outside of Santa Clara County, each such employee shall thereafter be entitled to receive an allowance of ten dollars ($10.00) additional per working day, provided that such payment shall not be paid when the court in the county of trial is located within reasonable daily commuting distance, nor shall such payments be paid for any biweekly pay period in which the employee is required to work out of county less than seven work days. Claims may be submitted at any time prior to the close of the fiscal year in which the trial concludes but not later than forty-five days following the conclusion of the trial.

SECTION 12 – WORK OUT OF CLASSIFICATION
County agrees that if the position of Assistant County Counsel is vacant and an employee is assigned all the significant duties of positions, the employee(s) assigned said duties shall be paid at the rate of the higher classification so long as he/she performs the duties of that classification; minimum assignment of three (3) consecutive weeks of worked time.

SECTION 13 – LEAD DIFFERENTIAL
Incumbents in the classes of Attorney III – County Counsel or Attorney IV – County Counsel, when designated by the County Counsel to assume lead responsibilities over an organizational unit approved by the County Executive to warrant such lead supervision, shall be compensated at a rate five percent (5) higher than the employees’ range and step.

SECTION 14 – LAYOFF
Layoff of employees in this bargaining unit shall occur within the Office of County Counsel only, and there shall be no cross departmental claiming of vacancies as listed in County Ordinance A25-625. In addition, names of employees on a re-employment list per A25-627 shall only be certified to the department from which the employee was laid off. Except as otherwise set forth herein, the present provisions of County Ordinance Sections A25-620 through A25-630 shall apply.

Employees subject to the provisions of this Section shall be given at least twenty (20) working days written notice...
prior to the effective date of layoff. The Association shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives.

SECTION 15 – ALTERNATE STAFFING
It is the intent of the County to continue the alternate staffing of Attorneys during the term of this Agreement.

SECTION 16 – INSURANCE PREMIUMS
16.1 – Medical Insurance

a) Medical insurance benefits, as described in this section shall not be modified except by mutual agreement through June 30, 2017.

On July 1, 2017, employees in the bargaining unit who are entitled to health insurance coverage as described in Section 16.1 shall be offered the health plans and benefit levels that are no less than those received by the majority of County employees in coded positions. Upon request of the Association, the County shall meet over the impact of changes in carriers, plans, plan designs, and/or medical flexible spending accounts that may occur to address, negate or mitigate the imposition on the County of the federal excise tax in the Affordable Care Act.

b) Premium Sharing
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 employee share shall be as follows:

<table>
<thead>
<tr>
<th>Single</th>
<th>Non-Single</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valley Health Plan 0%</td>
<td>Valley Health Plan 0%</td>
</tr>
<tr>
<td>Non-VHP HMO Plan 0%</td>
<td>Non-VHP HMO Plan 2%</td>
</tr>
<tr>
<td>POS Plan 0%</td>
<td>POS Plan $52.83</td>
</tr>
</tbody>
</table>

Effective June 6, 2016 (pay period 16/13), for tiers with dependent coverage in the Non-VHP 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).

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

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

The Non-VHP 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).

The parties agreed to eliminate the Kaiser co-payment reimbursement effective September 1, 2011.

c) Domestic Partners
   Benefits shall be provided in accordance with Section 16 Domestic Partners.

d) Dual Coverage
   If an employee is married to, or is the registered domestic partner of another employee covered by the County health plans, both cannot have employee and dependent coverage. Only one can choose employee and dependent coverage, and the other may choose employee-only coverage. County employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

e) Health Plan Bonus Waiver Program
   Beginning January 1, 2000, with proof of alternative medical coverage, an employee may opt to waive County provided medical coverage:

   1. Effective with each new plan year starting January 1, an employee 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 employee 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 though the end of the pay year.

   2. A part-time employee who waives medical coverage will receive a pro-rated bonus payment according the code status. At the end of a plan year, a part-time employee 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 employee 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 pay period starting with the first full pay period.

4. During the plan year, an employee participating in the Program is eligible to re-enroll for coverage within thirty (30) calendar days of an Internal Revenue Service (IRS) defined qualifying event. An employee 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 an employee 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.

16.2 – Medical Benefits for Retirees

a) **For Employees 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 employees who have completed five (5) years of service (1,305 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 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 Medicare part B premium on a quarterly basis. The surviving spouse or the domestic partner (as defined in the Domestic Partner Section of this Agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

b) **For Employees Hired on or after 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 employees who have completed eight (8) years of service (2,088 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 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 Medicare part B premium on a quarterly basis. The surviving spouse or the domestic partner (as defined in the Domestic Partner Section of this Agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

c) **For Employees Hired on or after June 19, 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 (as defined in the Domestic Partner Section of this Agreement) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

d) For employees hired on or after December 9, 2013:
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 (3,915 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 (as defined in the Domestic Partner section of this Agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

e) Such years of service expressed in a), b), c) and d) above 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
The current OPEB contribution shall be suspended from June 24, 2013 to June 8, 2014. Effective June 9, 2014, all coded employees shall contribute on a biweekly basis an amount equivalent to 5% of the lowest cost early retiree premium rate. Effective the first pay period following the approval of the Board of Supervisors all coded employees shall contribute on a biweekly basis thirteen dollars and fifty cents ($13.50) toward the retiree medical obligation unfunded liability. Such contributions are to be made on an after-tax basis and employees shall have no vested right to the contributions made by the employees. The County will agree to refund employees that paid OPEB contribution from June 24, 2013 through December 8, 2013.

16.3 - Dental Insurance
The County agrees to contribute the amount of the current monthly insurance premium for dental coverage to cover the employee and full dependent contribution, and agrees to pick up the inflationary costs during the term of this Agreement. The County will continue to provide an alternative dental plan. The alternative dental plan will be an HMO type dental plan. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

16.4 - Vision Insurance
The County will offer a Vision Care Plan to employees and their families. The Plan will be the Vision Service Plan
Plan A with benefits at 12/12/24 month intervals with $20.00/$20.00 deductible for examinations and materials. The County agrees to fully pay the monthly premium for this employee and dependent benefit and to pick up inflationary costs during the term of this Agreement.

16.5 – Life Insurance
The County agrees to continue the existing base group life insurance plan of twenty-five thousand dollars ($25,000) per employee for the term of the Agreement.

16.6 – Employee Wellness Committee
During the term of this Agreement, the Association and the County agree to participate in a Joint Committee to explore options, potential resources and/or joint activities that serve to promote, enhance and benefit employee wellness. The Association and County further agree that no funds are committed for this purpose and that all Joint Committee outcomes/decisions require mutual agreement.

16.7 – Long Term Disability (LTD)
The parties agree that the County will pick-up a portion of the costs for Long Term Disability (LTD plan) coverage provided it does not exceed $0.45/$100 of covered salary per employee per month. Cost in excess of the $0.45/$100 of covered salary per employee per month shall be the responsibility of the employee and shall be deducted from the employee’s paycheck. The County shall continue to administer Short Term Disability and/or Long Term Disability plans on behalf of the Association at no cost to the Association for the County to administer the plan.

Effective December 21, 2015 (pay period 16/01), through December 17, 2017 (pay period 17/26), the County will pay the full cost of the LTD plan. The employees shall resume paying the employee portion of premiums effective December 18, 2017.

SECTION 17 – DOMESTIC PARTNERS
a) Registered Domestic Partners
County employees who have filed a Declaration of Registered Domestic Partnership in accordance with the provisions of Family Code 297-297.5 shall have the same rights, and shall be subject to the same responsibilities, obligations as are granted to and imposed upon spouses. The term spouse in this contract shall apply to Registered Domestic Partners.

b) Unregistered Domestic Partners
County employees who have an Affidavit of Domestic Partnership for Health or Dental Plan Enrollment of Same-Sex Domestic Partners and Domestic Partner’s Children currently on file with the County benefits office, who are not also Registered Domestic Partners under 297-297.5, may continue to receive benefits as provided in the Affidavit agreement through June 30, 2012. Effective July 1, 2012 the County will only recognize employees who have registered their Domestic Partnership through the Secretary of State.

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

SECTION 18 - LEAVES
18.1 - Scheduled Time Off (STO)

a) Conversion
Conversion to the STO Program will take effect on December 15, 1997 (pay period 98/01). Existing vacation and personal leave balances as of December 14, 1997 shall be placed in the STO bank. Existing sick leave balances will remain in the sick leave bank. New accrual rates for STO and sick leaves will commence as of December 15, 1997, pay period 98/01.

b) 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:

<table>
<thead>
<tr>
<th>SERVICE YEARS &amp; WORK DAY EQUIVALENT</th>
<th>TOTAL YEARLY ACCRUAL IN WORK DAYS</th>
<th>HOURLY ACCRUAL FACTOR PER HOUR</th>
<th>MAXIMUM ALLOWABLE BALANCE</th>
</tr>
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<tbody>
<tr>
<td>1st year</td>
<td>19</td>
<td>.073076</td>
<td>5.846</td>
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<tr>
<td>1st through 261 days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd through 4th year</td>
<td>21</td>
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<tr>
<td>262 through 1044 days</td>
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<td>5th through 9th year</td>
<td>25</td>
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<td>7.692</td>
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<tr>
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<td>10th through 14th year</td>
<td>27</td>
<td>.103846</td>
<td>8.307</td>
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<tr>
<td>2350 through 3654 days</td>
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<td></td>
<td></td>
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<tr>
<td>15th through 19th year</td>
<td>29</td>
<td>.111538</td>
<td>8.923</td>
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<td>3655 through 4959 days</td>
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<td></td>
</tr>
<tr>
<td>20th and thereafter</td>
<td>31</td>
<td>.119230</td>
<td>9.538</td>
</tr>
<tr>
<td>4960 days</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

c) 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.

d) Scheduled Time Off (STO) Bank Carry Over
In the event the employee does not take all the scheduled time off to which the employees is entitled in
the preceding 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:

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

ii. 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.

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

18.2 – County Legal Holidays
The following shall be observed as legal holidays:

a) January 1st – New Year's Day
b) Third Monday in January (Martin Luther King, Jr. Birthday)
c) Third Monday in February – President's Day
d) March 31st (Cesar Chavez's Birthday)
e) Last Monday in May – Memorial Day
f) July 4th – Independence Day
g) First Monday in September – Labor Day
h) Second Monday in October – Columbus Day
i) Veteran's Day to be observed on the date State of California workers observe the holiday
j) Fourth Thursday in November (Thanksgiving Day)
k) The Friday following Thanksgiving Day (Day after Thanksgiving)
l) December 25th – Christmas

18.3 – Sick Leave
a) Sick Leave Bank Accrual
Each employee shall be entitled to an annual sick leave bank accrual. Effective December 15, 1997, 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 .030769 and the accrual factor per full pay period is 2.462.

b) **First Day Usage**
For each approved absence due to personal illness, or any other reason (applies to all leaves for which sick leave was formerly used), an amount equal to one (1) full shift (eight hours, ten hours, twelve hours, etc.) shall be charged to the STO bank or if the STO bank is exhausted to Leave Without Pay. Absences due to verified personal illness beyond the amount equal to one (1) full shift shall be charged to the Sick Leave Bank. Such sick leave bank usage must be approved by management.

Effective Pay Period 1, December 23, 2013, 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:

Prior Contract History: Four days (32 hours) of sick leave were converted into the STO accrual leaving employees to accrue 8 days (64 hours) of sick leave instead of 12 days (96 hours). These additional four days of STO were integrated into the STO yearly accrual rate (Section 18.1 b).

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:

- For the purpose of first day usage, a day is defined as 8 hours.
- For employees who work less than full time, the first day STO and the requirement of 32 hours of STO usage would be prorated.
- The first 8 hours of such absences shall be charged to STO.
- Employees working longer shifts have the option of using STO or sick leave for the remainder of the shift.
- If the STO bank is exhausted, the first 8 hours shall be Leave Without Pay.
- 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.
- After using 32 hours of STO for such absences within each payroll calendar year, subsequent absences shall be charged to sick leave including the first day.
- For the purpose of this section 18.3.b, absences chargeable to sick leave include but are not limited to family care usage and bereavement leave.
- 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.

c) **Family Care Usage**
An employee is entitled to use one-half (1/2) of his/her annual accrued leave in order to care for a sick or injured member of the employee's immediate family requiring care. The initial period of time granted, up to one full day, must be charged to the STO bank unless the employee has used 32 hours of STO for absences outlined in Section 18.3 b), in which case the leave is charged to sick leave, not STO.
"Immediate family" shall mean the child, parent, grandmother, grandfather, spouse, or registered domestic partner of the employee; the mother, father, grandmother, grandfather of the employee's spouse or domestic partner; and the employee's son-in-law, daughter-in-law, brother, sister, or any other 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 less than three (3) days.

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 child, parent, grandmother, grandfather, spouse, or registered domestic partner of the employee; the mother, father, grandmother, grandfather of the employee's spouse or same-sex domestic partner; and the employee's son-in-law, daughter-in-law, brother, sister, or any other 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 unless the employee has used 32 hours of STO for absences outlined in 18.3.b in which case the leave is charged to the sick leave bank, not STO. The fourth and fifth days shall be charged to the sick leave bank unless the employee requests to use STO. An additional three (3) days, two (2) chargeable to sick leave and one (1) not charged to any accumulated balance, is authorized if out-of-state travel is required.

f) Medical and Dental Appointments
Until December 23, 2013, 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 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.

Effective December 15, 1997

<table>
<thead>
<tr>
<th>Days of Service</th>
<th>% Paid at</th>
</tr>
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<tbody>
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<tr>
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<td>3655 &quot; 3915</td>
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<tr>
<td>3916 &quot; 4176</td>
<td>30%</td>
</tr>
<tr>
<td>4177 &quot; 4437</td>
<td>32%</td>
</tr>
</tbody>
</table>
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 prior to reinstatement.

i) **STO Cash Out**
Effective December 23, 2013, employees who use no more than 16 hours of sick leave for a period of one year beginning pay period 15/01 December 22, 2014 through pay period 15/26 December 20, 2015, and each December-to-December period thereafter during the term of this Agreement, shall be allowed to cash out forty (40) hours of STO. Those employees who use no sick leave during that period have an option to cash out an additional 40 hours of STO (for a total of 80 hours). Eligible employees shall submit their request to ESA Human Resources during the month of January and payment shall be made during the month of February.

Sick leave charged for any purpose (i.e., bereavement leave) is used to determine STO cash out eligibility. Payments are based on the employee's rate of pay as of pay period 26 or 27 as the case may be for each respective year.

18.4 - **Medical and Family Leave**

a) **Maternity Leave**

1. **Length**
   Upon request, maternity 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 for an additional six (6) months 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 leave except as otherwise provided by law.

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

b) **Paternity Leave**
Upon request, paternity leave without pay shall be granted to natural or adoptive parents not to exceed six (6) months. The County shall pay up to twelve (12) weeks of employee and dependent coverage subject to the applicable co-payments, in accordance with the County’s Family and Medical Leave Policy.

c) **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, for a period of up to six (6) months. The County shall pay up to twelve (12) weeks of employee and dependent coverage, subject to the applicable co-payments, in accordance with the County’s Family and Medical Leave Policy.

**SECTION 19 – BILLABLE HOURS**
The parties recognize that the Office of County Counsel uses a “Billable Hours Policy” for a variety of management purposes, including but not limited to determining workload equity, client needs, and the department budget.

Individual attorney “billable hours” included in the Attorney Handbook is a goal. Failure to meet the goal will not warrant discipline.

**SECTION 20 – PARITY**
The Parties agree that, during the term of this Agreement, County-wide changes in benefits, such as medical, dental, life insurance, vacation, sick leave, holidays, or retirement, shall be applied to employees in this unit. The County agrees to provide notice to the Association in advance of any anticipated changes in benefits as early as possible, to provide an opportunity for the Association to discuss such changes with the County.

**SECTION 21 – GRIEVANCE PROCEDURE**
The County and the Association recognize early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, the Association, or the County. In presenting a grievance, the aggrieved and/or the aggrieved’s representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

21.1 – Grievance Related Release Time
A reasonable amount of release time shall be granted for investigating and processing a grievance. The parties agree that in handling grievances, the employee will use only the amount of time necessary to handle the grievance.

21.2 – Grievance Defined
a) **Definition**
A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, or other County ordinances, or resolutions affecting wages, hours and other terms and conditions of employment of the employee covered by this Agreement, except as excluded under Section 21.2. b).

b) Matters excluded from consideration under the grievance procedure:

1. Disciplinary actions taken under Section 708 of the County Charter.
2. Performance Evaluations.
4. Workload/Caseload/Work Assignments.
5. Merit System examinations.
6. Items requiring capital expenditure.
7. Items within the scope of representation and subject to the meet and confer process.

21.3 – Grievance Presentation
For the purposes of this procedure “employee” is defined as any County employee in the classified service, regardless of status. Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Association or by the County. No grievance settlement may be made in violation of an existing rule, memorandum of agreement or memorandum of understanding nor shall any settlement be made which affects the rights or conditions of other employees represented by the Association without notification to and consultation with the Association.

The Association shall be provided copies of individual or group grievances and responses to same. Such grievances shall not proceed beyond Step One without written concurrence of the Association at each step.

The Association shall have the right to appear and be heard in all individual or group grievances at any step. Upon request by County, the Association shall appear and be heard in such grievances at any step.

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

A grievance is deemed to be presented or filed when it is either received by the Office of Labor Relations and copied to County Counsel if presented in person; by facsimile or by electronic mail (when coupled with another delivery method); or by U.S mail.

A response by the County is deemed to be made when it is either received by the Association in person; by facsimile or by electronic mail (when coupled with another delivery method); or by U.S mail.

21.5 – Informal Resolution/Time limits
It is agreed that employees and supervisors shall work together to informally resolve disputes before initiating grievances. Time limits may be extended or waived only by written agreement of the parties.

21.6 – Formal Grievance
a) Step One – Presentation of Grievance:
Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. The Association shall send a copy of the grievance to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which:

1. Identifies the aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of the Agreement or other sections identified in Section 21.2 alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired; and
7. The name of any person or representative chosen by the employee to file the grievance on his/her behalf.

b) Step One – Decision
1. A decision shall be made by Labor Relations in writing within twenty (20) working days of receipt of the grievance. A copy shall be sent to the Association and this copy shall dictate the time limits.
2. At the request of either party, a meeting will be held within twenty (20) working days of receiving the grievance, for the purpose of a mutual exchange of information. If such a meeting is requested, the decision shall be due twenty (20) working days from the date of the meeting.

3. Existing grievances shall not be amended to include additional alleged violations that occurred outside of the twenty (20) work day time limit.

c) Step Two –
If the aggrieved continues to be dissatisfied, he/she may, within twenty (20) working days after receipt of the Step One Decision, direct a written presentation to the Director of Personnel indicating whether the aggrieved wishes the 1) Director to review and decide the merits of the case or whether 2) the aggrieved wished the grievance to be referred to an impartial arbitrator mutually agreed upon or jointly selected from a panel provided in Section 21.7. The arbitrator’s compensation and expenses shall be borne equally by the employee or the Association and the County.

Decisions by the Director of Personnel or the arbitrator shall be final and binding.

21.7 – Pre-Arbitration
All parties will attempt to stipulate or agree on the issue(s)/question(s) to be submitted to an arbitrator. The Arbitrator shall be advised of and agree to the following provisions:

1. Within twenty (20) working days of receipt of the grievance at Step Two, one (1) arbitrator shall be selected from the panel and the parties shall use their best efforts to schedule a hearing within thirty (30) calendar days.

2. If the selected arbitrator cannot be scheduled within one hundred twenty (120) calendar days, the parties will mutually agree to either another arbitrator or extend the time limits for the hearing.

3. Arbitration proceedings shall be recorded but not transcribed except at the request of either party or the arbitrator. If a transcript is prepared, the parties shall share equally in the cost. Upon mutual agreement, the County and the Association may submit written briefs to the arbitrator for decision in lieu of the hearing.

4. No issue that was not specified in the grievance may be raised in the arbitration. This Agreement shall be submitted as a joint exhibit. Nothing in the Agreement shall be construed to empower any arbitrator to change, modify or amend any of its provisions.

21.8 – Arbitration Panel
Unless mutually agreed, for the term of this Agreement the County and the Association shall “strike names” from the following panel:

Alexander Cohn         Morris Davis
The parties may also mutually agree to choose another arbitrator not on the above list.

21.9 - 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.

SECTION 22 - PERSONNEL ACTIONS
22.1 - Disciplinary Process
The intent of progressive discipline is to be corrective in nature where appropriate; progressive discipline may allow an attorney to correct behavior and/or change behavior going forward. The County may use progressive discipline in addressing the behavior of an attorney. However, the circumstances of each case dictate the appropriate disciplinary response and the County reserves the right to skip one or all levels of progressive discipline. The County and the Association agree that the level of discipline recommended for any instance of discipline shall take into account the nature and seriousness of the offense as well as the attorney's record (to include overall performance and the attorney's previous counseling/disciplinary history, if any).

Any documented counseling (as compared to a letter of reprimand, suspension, demotion or termination) will not be placed in the attorney's personnel file unless the corrective measures to address performance or conduct do not result in sustained improvement and is attached as documentation to support further disciplinary action or notice to the attorney regarding expectations of him/her.

Upon request, an attorney has a right to have a representative present at an investigatory meeting with the employer where it is reasonably likely that disciplinary action against that attorney may result. The attorney shall be given a reasonable period of time to identify a representative to have present.

The attorney may not unreasonably postpone the meeting to find a particular representative but may have to accept the presence of another representative who can be available within a reasonable period of time.

Securing representation is the responsibility of the attorney.
22.2 - Letters of Reprimand
Should corrective measures to address performance or conduct not result in sustained improvement or should circumstances warrant in the County's opinion, the County may issue a letter of reprimand. Such a letter shall be served on the attorney in person or by mail (to include e-mail) and shall be included in the attorney's personnel file. No letter of reprimand shall be placed in an employee's file unless that letter is issued within one year of the County's knowledge of the conduct, occurrence or incident that is the subject of the letter. The one-year period shall be tolled during any employee absences and for any delays caused by the employee's failure to participate or cooperate in the investigation.

If requested by the employee within 60 calendar days of issuance of the letter of reprimand, the employee shall have the right to an administrative review of the letter of reprimand by the Department Head or his/her designee. The letter of reprimand shall be removed from the employee's personnel file(s) after 3 years from the date of issuance, provided that no additional letter of reprimand or discipline has been issued to the employee during this 3-year period. The County retains the right to use the letter of reprimand for notice purposes.

22.3 - Recommended Disciplinary Action - Permanent Classified
The County may take disciplinary action for cause against any permanent classified attorney by suspension, demotion or discharge by notifying the attorney in writing. Notice of recommended disciplinary action must be served on the attorney in person or by certified mail and US mail. The notice shall not be included in the attorney's personnel file, unless disciplinary action becomes final. Copies shall be delivered to the Association in person or by mail (to include e-mail) and shall include:

a) The proposed level of discipline;

b) Statement of the nature of the disciplinary action;

c) Effective date of the action;

d) Statement of the cause thereof;

e) Statement in ordinary and concise language of the act or omissions upon which the cause(s) is/are based;

f) Statement of the attorney's right to respond, either orally at a meeting requested by the attorney, or in writing;

g) Statement advising the attorney of the right to Association representation.

22.4 - Notice of Final Disciplinary Action - Permanent Classified
The County may take disciplinary action for cause against any permanent classified attorney by suspension, demotion or discharge by notifying the attorney in writing. Notice of final disciplinary action shall be served on the
attorney in person or by certified mail before the disciplinary action becomes effective. The notice shall include a statement of the attorney's right to appeal to the Personnel Board. The notice of final disciplinary action shall be attached to the recommended disciplinary action notice and included in the attorney's personnel file. Copies shall be delivered to the Association in person or by regular mail (to include e-mail).

22.5 – Personnel Files
The County shall maintain a personnel file for each employee. The department may also maintain a personnel file for each employee. Employees shall have the right to review both of their personnel files or authorize review by their designated representative. To authorize that review, the employee's written authorization must be served in person at least twenty four (24) hours in advance to the Employee Services Agency-Human Resources for the County personnel file or the Administrative Services Manager within the Office of the County Counsel for personnel records maintained by the department. No disciplinary material will be inserted into the employee's personnel files without prior notice to the employee. Employees may cause to be placed in their personnel files written responses to adverse material inserted therein.

SECTION 23 – NO LOCK OUT – NO STRIKE
During the term of this Agreement, the County agrees that it will not lock out employees and the Association agrees that it will not engage in any concerted work stoppage. If the Association engages in any concerted work stoppage, it will result in cessation of Association dues deduction by the County.

SECTION 24 – FULL AGREEMENT
The Association agrees that upon approval of the above items by the Board of Supervisors of the County of Santa Clara, it waives all rights to meet and confer on any matter within the scope of representation.

SECTION 25 – SAVINGS CLAUSE
If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such position.

However, 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, introduced in Spring 1991) the County has the option of not implementing or continuing to pay the benefits and/or wages. Both parties understand that the County may do so to avoid the above monetary penalties. The County may also seek repayment of the wages and/or benefits upon which the State is basing the monetary penalty.

If the County exercises any of these options, the Association may challenge such refusal to implement or pay benefits or such attempt to seek repayment. This Section does not eliminate or create rights or obligations not otherwise existing or denoted in this Agreement. But it does create as a first priority that the County not pay or suffer the monetary penalty contained in the potential above described legislation.
Thus, the Association may properly argue in Court that both parties to this Agreement intend for the wage increase or benefit to be implemented, paid or maintained and that no penalty shall be incurred by the County consistent with such wages or benefits being paid.

If a court rejects an argument that the wages and/or benefits can be paid, while the County suffers no financial penalty, then the parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed alternative. In addition, at the option of the Association, the parties shall enter into the negotiations described herein without institution of or participation in the litigation described above. The parties shall negotiate for the replacement wages and/or benefits with the replacement wage and/or benefit to be effective when the original one(s) was/were to be effective.

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.

SECTION 26 – PERFORMANCE APPRAISAL PROGRAM
The parties agree to meet on the development and implementation of a performance appraisal program. The parties agree that these meetings should occur as soon as practicable.

Performance appraisals shall be placed in personnel files maintained by the County's Employee Services Agency and the Department but shall not be used for discipline.
SECTION 27 – TERM

This Agreement covers the period December 7, 2015 up to and including July 12, 2020, and shall become effective only upon approval by the Board of Supervisors and upon ratification by the Association. This Agreement shall remain in full force and effect to and including July 12, 2020 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 July 12, 2020, or any subsequent July 12, of its desire to terminate this Agreement or amend any provision thereof.

DATE: Apr. 16, 2016

COUNTY of SANTA CLARA

Matthew Cottrell

Winifred Betha

Steve Mitra

Dennis Hawkins

SANTA CLARA COUNTY
COUNTY COUNSEL ATTORNEYS ASSOCIATION

Michael Rossi, President

Mark Bernal, Vice President

Karl Sandoval, Secretary/Treasurer

Melissa Kiniyaloops, Representative

Greg Sebastianelli, Representative

Stuart Weinberg, CCAA Legal Counsel
Effective December 21, 2015

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<th>Bi-weekly Step 2</th>
<th>Bi-weekly Step 3</th>
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**SALARY SCHEDULE**

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