MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF SANTA CLARA

AND

SANTA CLARA COUNTY GOVERNMENT ATTORNEYS ASSOCIATION

September 5, 2011 – September 1, 2013
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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 Santa Clara County Government 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 Santa Clara County Government Attorneys Association as the exclusive bargaining representative for all classified and unclassified attorneys in coded classifications within the Government Attorneys Association bargaining unit.

For the purpose of this agreement, an attorney 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 Government Attorneys Association bargaining unit:

Attorney I - Public Defender/District Attorney/Child Support Services
Attorney II - Public Defender/District Attorney/Child Support Services
Attorney III - Public Defender/District Attorney/Child Support Services
Attorney IV - Public Defender/District Attorney/Child Support Services

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. The 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
All employees in the unit who have authorized Association dues, agency fee or charity fee deduction which is in effect on the effective date of this Agreement shall have such deduction continued. Those employees may switch from one type of deduction (e.g. membership) to another (e.g. agency fee). All employees in the unit who have involuntary agency fee deduction in effect on the effective date of this Agreement shall have the involuntary agency fee deduction continued.

As a condition of employment, all new employees who become covered by this contract on or after the effective date of the Agreement shall at the time of hire into a classification covered by
this bargaining unit execute an authorization for the payroll deduction of one of the following: (1) Association dues, (2) an agency fee, or (3) if he/she qualifies, a charity fee equal to the agency fee to one of the negotiated funds that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

b) Charity Fee Deduction
To qualify for deduction of the charity fee, the employee must certify to the Association and County that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit member will be required to submit to the Association and County a notarized letter signed by an official of the bona fide religion, body or sect certifying that person's membership. The deduction shall not be forwarded to the charity until the Association has approved of the exemption. The Association will receive from the County quarterly proof of payment of an amount equivalent to such representation fee to one of the negotiated funds or organizations agreed to for alternative payment.

c) Involuntary Deduction
If any currently employed employee fails to authorize one of the above deductions at the time of entry into a classification covered by this bargaining unit, the County shall involuntarily deduct the agency fee from the employee's paychecks beginning with the pay period following entry into the unit.

d) Forfeiture of Deduction
If, after all other involuntary and 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.

e) Financial Documentation
The Association shall within sixty (60) days after the end of each fiscal year provide the County with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5.

f) Reinstatement
Upon the reinstatement of any employee, or upon the recalling of any employee from layoff status, the County will resume or initiate dues, agency fee, or charity fee deduction for such unit member in accordance with this Section.

g) Petition and Election
If a petition 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 employees covered by the unit shall control.

h) 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.

i) Fair Representation
It is recognized that the Association, as the exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to Association membership or non-membership or their assertion of rights under this Memorandum of Agreement or law.

3.3 - Meeting with Management
a) Open Door Policy Continuation
The Public Defender, Department of Child Support Services and the District Attorney, will continue the "Open Door" policy each has established and/or maintained. The policy allows an attorney in that 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 Government Attorneys 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 Policies of each 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.

3.4 - Printing of Agreement
The parties agree that an electronic format of the Agreement will be used and shall be accessible on the County web page.
SECTION 4 – SALARIES

4.1 – Attorneys Hired On Or After September 5, 2011
Each attorney hired on or after September 5, 2011 shall be hired at Attorney I Step I and shall remain at that job classification/salary step until September 1, 2013. In cases where it is difficult to secure qualified personnel or a person of unusual qualifications is to be engaged, the appointing authority, at his/her discretion, may hire an attorney at a job classification/salary step above Attorney I Step I prior to September 1, 2013 pursuant to County Ordinances. That attorney will remain at the classification/step at which they were hired through September 1, 2013. This provision does not apply to new hires who received a formal offer of employment prior to September 5, 2011.

4.2 – Lead Differential
Payments of the 5% lead differential, pursuant to County of Santa Clara Salary Ordinance Footnote 40, shall be suspended effective September 5, 2011 through June 23, 2013. Payment of the 5% lead differential shall be reinstated on June 24, 2013. The management shall continue to assign lead duties.

4.3 – Retirement
The County's payment of five and one quarter percent (5.25%) of the reportable PERS compensation on behalf of an attorney for the employee contribution to the California Public Employees’ Retirement System (PERS) shall be included in the effective wage and shall be reflected in Appendix A.

In accordance with §20636, sub section (c)(4) of the California Public Employee Retirement Law, the County and Santa Clara County Government Attorneys Association agree that the County shall report Employer Paid Member Contribution (EPMC) as special compensation concurrent with the effective date of PERS “Single Highest Year”.

The County will continue to contribute 5.25% as part of the required employee/member contribution and continue to report this EPMC as special compensation in addition to the base pay thereby adding to the pension basis. Effective September 11, 2006, employees’ contribution of 2% of PERS reportable earnings shall be made on a pre-tax basis.

The County further agrees to amend its contract with PERS effective December 17, 2007 for the 2.5% at 55 Plan for Miscellaneous employees. In consideration for this amendment the Association agrees for each employee covered under this benefit to contribute to PERS, through payroll deduction effective December 17, 2007, an amount equal to 3.931% of PERS reportable gross pay for the duration of this Agreement. This amount equated to the employee contributing an additional 1% of the required member contribution rate (above the existing 2% rate) and 2.931% toward the Employer’s share for a total PERS contribution rate of 5.931% of PERS reportable gross pay.

Effective September 5, 2011, in consideration for continuing the 2.5% @ 55 Plan, each employee will increase his/her contribution rate by an additional 0.911% toward the Employer’s contribution share for a total PERS contribution rate of 6.842% (3% member required rate + 3.842% Employer share).

Effective June 25, 2012, the additional contribution shall be reduced to 0.163%, therefore, each employee shall contribute a total PERS contribution rate of 6.094% (3% member required rate + 3.094% Employer share).

4.4 – Automatic Payroll Deposit
All employees shall be paid by automatic payroll deposit by electronic fund transfer.
SECTION 5 - PROFESSIONAL DEVELOPMENT ALLOWANCE

5.1 Professional Development Allowance

a) Effective August 15, 1994, the County will administer and fund, on a matching basis, up to thirty-five thousand dollars ($35,000) per fiscal year for individual professional development and for education. Effective July 1, 2006, the County will administer and fund, on a matching basis up to fifty thousand dollars ($50,000) per fiscal year per capita between the Office of the District Attorney, the Office of the Public Defender, and the Department of Child Support Services. This amount is over and above the tuition reimbursement program of the County, minimum continuing legal education reimbursement program, 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 and the Association before time off or payment is granted. In the event of a disagreement between the Department and the Association, the disagreement will be settled by the Employee Services Agency.

b) The Professional Development Allowance will be allocated amongst the Office of the District Attorney, the Office of the Public Defender, and the Department of Child Support Services based on the percentage of funded coded attorney positions authorized on July 1st of each fiscal year.

c) Electronic items eligible for reimbursement from the Professional Development Allowance will be limited to laptop computers and “smart” phones.


5.2 Minimum Continuing Legal Education

Effective August 15, 1994 the County shall provide a fund of twenty-seven thousand five hundred dollars ($27,500) per fiscal year to provide reimbursement to members of this unit for the costs of State required continuing legal education. Effective July 1, 2006, the County will administer and fund up to ninety-five thousand dollars ($95,000) per fiscal year per capita between the Office of the District Attorney, the Office of the Public Defender, and the Department of Child Support Services. Funds will be provided in accordance with the following conditions:

a) Total reimbursement for each attorney will not exceed one hundred fifty dollars ($150.00) per fiscal year. Effective July 1, 2006 the MCLE Fund individual cap shall be increased to four hundred fifty dollars ($450.00) per fiscal year.

b) Attorneys may receive reimbursement for fees, tuition, books and related approved costs if the educational activity qualifies for State mandated continuing legal education.

c) Attorneys must apply for reimbursement by submitting to their respective Department the form provided by the County prior to commencement of the educational activity.

d) Funds for this provision will be paid to attorneys with approved application for reimbursement under this program upon presentation of appropriate confirmation that
the educational activity was successfully completed in accordance with State Bar requirements and on a first come first serve basis.

e) At the time of reimbursement attorneys will sign an agreement authorizing the deduction of one-hundred percent (100%) of the amount of the reimbursement in the event the attorney leaves County employment within one (1) year after satisfactory completion of the educational activity.

f) Eligible attorneys are required to seek reimbursement from this fund first for MCLE courses. Any remaining expenses may be reimbursed through regular professional development (Section 5) or tuition reimbursement (Section 6). In no event shall the reimbursement exceed the maximum allowed under the appropriate fund or the cost of the educational activity.


SECTION 6 - TUITION REIMBURSEMENT

a) Employees in this unit shall continue to be eligible to participate in the Tuition Reimbursement Program of the County as administered by the Employee Services Agency.

b) Tuition reimbursement shall be suspended effective September 5, 2011 through June 23, 2013. Tuition reimbursement shall be reinstated June 24, 2013.

SECTION 7 - 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:

1. Time charged to educational leave and time added to vacation balance, or;

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

SECTION 8 - PAYMENT OF STATE BAR, COUNTY BAR AND PROFESSIONAL ASSOCIATION DUES

The County shall annually pay on behalf of each employee covered by this Memorandum of 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 Memorandum of Agreement, who is a DCSS Attorney, a portion of the employee's yearly dues to the Santa Clara County Bar Association on a 50% (County) and 50% (employee) basis should the employee join or renew
membership in the County Bar Association. The County shall annually reimburse the employee covered by this Memorandum of Agreement, who is a DA Attorney, all of the employee's yearly dues to the California District Attorneys Association should the employee join or renew membership in the Professional Association. The County shall annually reimburse the employee covered by this Memorandum of Agreement, who is a PDO Attorney, all of the employee's yearly dues to the California Public Defenders Association should the employee join or renew membership in the Professional Association. Each employee requesting such reimbursement shall provide his/her department head a receipt, or copy thereof, from one of the Professional Associations named above no later than April 15 in the appropriate year, verifying payment by him/her of the full amount of his/her yearly dues to one of the Professional Associations named above. The County agrees to make such reimbursement as soon as possible after receipt of proof of payment of the Professional Association dues.

SECTION 9 - 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 10 - OUT OF COUNTY LITIGATION
Consistent with Santa Clara County Ordinance Code Section A31-2(c) the County shall pay as follows:

Whenever an employee of the District Attorney's or Public Defender's Offices 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 11 - WORK OUT OF CLASSIFICATION
The County agrees that if the position of Assistant or Chief Assistant Public Defender, or Assistant or Chief Assistant District Attorney is vacant and an employee is assigned all the significant duties of either of such 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 three (3) weeks.

SECTION 12 - LAYOFF
Layoff of employees in this bargaining unit shall occur within the department 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 13 - ALTERNATE STAFFING
It is the intent of the County to continue the alternate staffing of Attorneys during the term of this Agreement.

SECTION 14 - INSURANCE PREMIUMS
14.1 - Medical Insurance
a) The County agrees to fully pay medical coverage for employee and dependents on the lowest cost medical plan during the term of the agreement. Up to the same maximum contribution will be made to the other plans. The employee shall pay the difference between the County Contribution and the Total Premium. The parties agree that Kaiser Plan; Health Net and Valley Health Plans will be the Standard Plans. The County shall pay the employee premium while on medical, maternity or industrial injury leave of absence up to thirteen (13) pay periods.

Effective with coverage on or about January 1, 2012, the Kaiser Plan will be changed to $10 co-payment for office visits, $35 co-payment for emergency room visits, $5-$10 co-payment for prescriptions (30-day supply) and $10-$20 co-payment for prescriptions (100-day supply), and $100 co-payment for hospital admission; the Health Net Plan will be changed to $15/$20/30% (Tier 1/2/3) co-payment for office visits, $50/$75/30% co-payment for emergency room visits, and $5/$15/$30 (generic/brand/formulary) co-payment for prescription (30-day supply) and $10/$30/$60 co-payment for prescription (90-day supply).

The parties agree to eliminate the current Kaiser co-payment reimbursement effective September 1, 2011. The last day to incur such co-payment expense and be eligible for reimbursement is August 31, 2011. Employees will have until September 30, 2011 to submit their claim for reimbursement.

b) New Hire - Medical Plan Options
Effective with the September 1991 enrollment window, all newly hired employees shall be limited to enrollment in either the Valley Health Plan or Health Net. This limitation shall continue until the nearest open enrollment window after the employee has been employed for twelve (12) months. This enrollment limitation shall not apply if the employee is already a member of Health Net or Kaiser on their date of hire.

c) Domestic Partners
1) 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 on spouses. The term spouse in the contract shall apply to Registered Domestic Partners.

2) 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 Domestic Partnerships that are registered through the Secretary of State.

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

d) Dual Coverage
If an employee is married to, or is the same sex 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.

14.2 - 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 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. The surviving spouse or the domestic partner (as described 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. The surviving spouse or the domestic partner (as described 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 (2,610 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. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as described 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.

d) Such years of service expressed in Sections 14.2 a), b) and c) must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.

e) Employee Contribution Toward Retiree Medical Obligation Unfunded Liability:
Effective with the pay-period beginning September 5, 2011, all coded employees shall contribute on a biweekly basis an amount equivalent to 3.0% of the lowest cost early retiree premium rate. Effective with the pay-period beginning June 25, 2012, all coded employees shall contribute on a biweekly basis an amount equivalent to 2.0% of the lowest cost early retiree premium rate. Such contributions are to be made on an after-tax basis and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County’s annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County’s other post employment benefits (OPEB) obligations and shall not be used for any other purpose.

14.3 - Dental Insurance
The County agrees to contribute the amount of sixty-three dollars and fifty-seven cents ($63.57) per month effective July 1, 1997, 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.

14.4 - 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 12/24/24 month intervals with $20.00/$20.00 deductible for examinations and materials. The County agrees to contribute eight dollars and fifteen cents ($8.15) per month for this employee and dependent benefit and to pick up inflationary costs during the term of this Agreement.

14.5 - 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.

14.6 - Employee Wellness Committee
During the term of this Agreement the Association and the Employee Services Agency agree to create 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.

14.7 – Effective September 5, 2011 the County will stop payments of up to $0.45/$100 of covered salary pursuant to the Long Term Disability (LTD) insurance side letter between the County and GAA signed October 10, 1997. Effective September 5, 2011 employees shall pay all premium costs for LTD insurance coverage (currently through The Standard Insurance Company), which shall continue to be deducted from the employees’ paycheck. Effective no later than March 4, 2012, the County will stop
Section 15 - Leaves

15.1 Scheduled Time Off (STO)

a) 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:

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<th>SERVICE YEARS &amp; WORK DAY EQUIVALENT</th>
<th>TOTAL YEARLY ACCRUAL IN WORK DAYS</th>
<th>HOURLY ACCRUAL FACTOR PER HOUR</th>
<th>ACCRUAL FACTOR PER PP</th>
<th>MAXIMUM ALLOWABLE BALANCE</th>
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b) Pre-Scheduled Usage

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

c) Scheduled Time Off Bank Carry Over

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

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.

d) 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.

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

c) Family Care Usage
An employee who has acquired a sufficient right to sick leave with pay may be granted permission to use same not to exceed three (3) working days of such leave in order to care for a sick or injured member of the employee's immediate family requiring care, however, the initial period of time granted, up to one full shift, must be charged to the STO bank. The second and third day shall be charged to sick leave if necessary. "Immediate family" shall mean the mother, father, 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 of the employee or any person living in the immediate household of the employee.

d) Doctor's Notes
Request for sick leave with pay in excess of three (3) working days must be supported by a statement from an accredited physician. Management may require such a supporting statement for absences 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 mother, father, grandmother, grandfather of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or grandchild 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 to the sick leave bank.
f) Medical and Dental Appointments  
An employee shall be allowed, on an annual basis, to charge up to twenty-four (24) hours directly to the sick leave bank for the purpose of 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.

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<tr>
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</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  
Employees who use no sick leave for a period of one pay year (pay period 1 through 26, or 27 as the case may be) shall be allowed to cash out up to forty (40) hours of STO with an option to cash out an additional forty (40) hours of STO.

Eligible employees shall submit their request to Labor Relations during the month of January following the pay year for which STO cash out is claimed, and payment shall be made during the month of February. 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. No cash out can be prorated.

This section shall not be operable from September 5, 2011 through June 23, 2013. STO Cash Out shall be reinstated effective June 24, 2013.

15.3 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.

15.4 Administrative Leave
GAA represented employees are designated by the County as “exempt” employees under the Fair Labor Standards Act (FLSA). GAA employees are salaried employees who are expected to work the number of hours necessary to fulfill the duties of the position without overtime pay. Depending on the circumstances, GAA employees may work more or less than forty hours in any particular week.

Recognizing the above, GAA employees may be granted time off without charge to any leave bank under “administrative leave” if the manager determines that the service delivery and performance of job functions will not be impaired because of the absences from work. Such time off should not be calculated on an hour-for-hour basis in relation to excess hours worked.

Administrative time off must be:
- Schedule in advance when possible
- Approved as administrative leave by the manager, and
- Normally taken in increments of less than one day.
An employee need not state a reason for requesting the time off. Either it is or it is not appropriate to grant the time off under the circumstances outlined above. An employee can make the request and use the administrative time off for any purpose without the necessity to state a reason.

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.

15.5 Leave Without Pay
1) Reasons Granted
Leaves of absence without pay may be granted an attorney for up to one (1) year. Extensions to leaves approved for less than one (1) year shall not unreasonably be denied provided adequate advance notice is given. If an attorney wishes to return to work early from a leave of absence, he/she shall provide reasonable advance notice of at least twenty (20) working days to the appointing authority. Leaves beyond one (1) year may be granted due to unusual or special circumstances. The following are approved reasons for such leave:

   a) Illness beyond that covered by sick leave.
   b) Education or training which will benefit the County.
   c) Other personal reasons which do not cause inconvenience on the department.

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

SECTION 16 - 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 17 - FURLOUGH
17.1 - Furlough Period
Between September 5, 2011 and June 24, 2012 all employees shall take seven (7) unpaid furlough days.

17.2 - Self Directed Furloughs
The effective dates of the seven (7) FY 2012 furlough days will be requested by the employee and approved by the management.

17.3- Definition of Furlough
1. “Furlough” refers to one work day of required unpaid leave taken on a consecutive or intermittent basis. A day is defined as equivalent of eight hours.

2. All full-time employees will be required to take seven (7) furlough days in Fiscal Year 2012;
pro-rated for part-time employees.

3. The following terms and conditions apply to the furlough program:

a. Furloughs shall be taken in a minimum of one work day increments.

b. Employees may not use paid accrued leave during furlough time.

c. Employees shall submit requests for furlough days to management. The management shall approve or assign furlough days off after giving due consideration to the employee’s preference for furlough days off. If an employee does not submit a preference for furlough days off before January 3, 2012, the manager shall assign furlough days for FY 2012.

d. An employee may request to change his/her scheduled furlough day, provided it is approved by the manager and is taken during Fiscal Year 2012.

e. Furlough time will be considered time in paid status for the following:
   - Accrual of paid leave
   - Seniority
   - Time in service for step increases
   - Completion of probation

f. Furlough time will be addressed in accordance with CalPERS regulations for the purpose of pension.

g. Should an emergency arise and the County requires an employee to work on a scheduled furlough day, that employee shall be allowed, pursuant to the process described above, to select another furlough day off in FY 2012.

h. The period of furlough time off will be unpaid. Furlough time off will be tracked under a separate unpaid days code.

i. Attorneys shall not work more than 32 hours in the same work week that a furlough day was used. Any exceptions must be authorized, in writing, by the management. Attorneys shall not be required to work on their scheduled furlough day except in case of emergency provided for in section 17.3-3 g.

17.4 - Even Distribution of Furlough Days
The County and the Association agree to implement a process which provides a uniform procedure and level impact to employees by having furlough days distributed evenly among each pay period so as to avoid fluctuations on each employee’s pay check as a result of taking furloughs. Effective September 5, 2011 through June 24, 2012 the furlough days will be reflected in incremental deductions and will be calculated at the equivalent of 2.666 hours per pay period.
SECTION 18 - LEGAL HOLIDAYS
County Legal Holidays Converted to Scheduled Time Off (STO) Accrual

1. In Fiscal Year 2012
   a. Reduce the number of paid observed County holidays from 12 to 8 days.
      The following holidays will no longer be considered County observed legal holidays:
      Columbus Day, Day after Thanksgiving, New Year’s Day (observed January 2, 2012), and
      President’s Day.

   b. During Fiscal Year 2012, in addition to the legal holidays, each full time employee employed as
      of September 5, 2011 shall accrue, based on actual hours worked, 32 additional hours of
      “Scheduled Time Off” (STO) (the equivalent of four (4) days of holiday). The 32 additional
      STO hours are in-lieu-of the reduced holidays and shall only accrue through June 24, 2012. This
      accrual shall be pro-rated proportionately for part time employees and for full time employees
      who work less than a full year based on actual hours worked. Employees will not be denied the
      ability to use STO on Columbus Day, Day after Thanksgiving, New Year’s Day (observed
      January 2, 2012), and President’s Day, unless there is a scheduled court appearance or office
      coverage requirement. Such leave may be used for any lawful purpose employees desires;
      provided such leave is scheduled in advance with the appointing authority.

2) In Fiscal Year 2013
   a. Restore the number of paid observed holidays from 8 to 10 days.
      The following holidays will no longer be considered County observed legal holidays:
      Columbus Day and President’s Day.

   b. During Fiscal Year 2013, in addition to the legal holidays each full time employee employed on
      June 25, 2012 shall accrue, based on actual hours worked, 16 additional hours of STO (the
      equivalent of two (2) days holiday). The 16 additional STO hours are in-lieu-of the reduced
      holidays and shall only accrue through June 23, 2013. This accrual shall be pro-rated
      proportionately for part time employees and for full time employees who work less than a full
      year. Employees will not be denied the ability to use STO on Columbus Day and President’s
      Day, unless there is a scheduled court appearance or office coverage requirement. Such leave
      may be used for any lawful purpose employees desires; provided such leave is scheduled in
      advance with the appointing authority.

3) Temporary Increase to STO Carry Over Limit
   For the duration of this contract, the STO carry over limit of the three years’ earnings shall be
   temporarily increased by 48 hours. The temporary increase to the STO carry over limit of 48 hours
   shall expire on June 23, 2013 and revert to the STO accumulation limit of three years identified in
   Section 15.1 c).

SECTION 19 - 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.

19.1 - Grievance Related Release Time
A reasonable amount of release time shall be granted for investigating and processing a grievance.

19.2 - Grievance Defined
a) A grievance may only be filed if it relates to:
   1. Pay administration and other items relating to pay as in County ordinances.
   2. Alleged violations of Merit System Rules.
   3. Alleged discriminatory or capricious use of departmental powers deemed discretionary under the Merit System Rules
   5. Alleged violations of memoranda of understanding and/or agreement.

b) Matters excluded from consideration under the grievance procedure:
   1. Disciplinary actions taken under Section 708 of the County Charter, to include Letters of Reprimand.
   2. Performance Evaluations.
   5. Merit System examinations.
   6. Items requiring capital expenditure.
   7. Items within the scope of representation and subject to the meet and confer process.
   8. Probationary Releases.

19.3 - 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.

19.4 - 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 if renewed by the Association, 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 if presented in person, by facsimile, or by electronic mail (when coupled with another delivery method); or on the day it is postmarked, whichever occurs first.

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 on the day it is postmarked, whichever occurs first.

19.5 - Informal Resolution/Time Limits
It is agreed employees will be encouraged to act promptly through informal discussion with immediate superior on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. Time limits may be extended or waived only by written agreement of the parties.

19.6 - Formal Grievance
a) Step One - Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. The Union 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 MOU alleged to have been violated, improperly interpreted, applied or misapplied; or the area identified in Section 19.2 a) 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 enter the grievance.

   A decision shall be made by Labor Relations in writing within fifteen (15) working days of receipt of the grievance. A copy shall be sent to the Association and this copy shall dictate the time limits.

8. At the request of either party, a meeting will be held within fifteen (15) 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 fifteen (15) working days from the date of the meeting.

9. Existing grievances shall not be amended to include additional alleged violations which occurred outside of the fifteen (15) work day time limit.

b) Step Two - If the aggrieved continues to be dissatisfied, he/she may, within fifteen (15) working days after receipt of the first step decision, direct a written presentation to the Director of Labor Relations 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 by the State Mediation and Conciliation Service. 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.

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 a hearing scheduled 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. Upon mutual agreement, the County and the Association may submit written briefs to the arbitrator for decision in lieu of the hearing. Unless mutually agreed, or ordered by the arbitrator, the requesting party shall be responsible for the entire cost of transcripts.

4. No matter other than a grievance that is an alleged violation of a specific provision(s) as written and submitted in the formal grievance may be reviewed on the merits by an arbitrator. This memorandum of 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.
19.7 Arbitration Panel
Unless mutually agreed, for the term of this agreement the County and the Association shall use the following panel:

Alexander Cohn       Morris Davis
Carol Vendrillo      Fred D’Orazio
John Kagel

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

19.8- 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. One GAA representative will be granted release time to represent the employee, on whose behalf the grievance has been filed, during the 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 20 – VOLUNTARY REDUCED WORK HOURS
a) The County agrees to establish a Voluntary Reduced Work Hours (VRWH) Program for full-time attorneys represented by the Union. The purpose of the Program is to reduce work hours and a commensurate amount of pay on a voluntary basis.

b) Attorneys may elect a two and one-half percent (2 1/2%), five percent (5%), ten percent (10%), or twenty percent (20%) reduction in pay for a commensurate amount of time off for a six (6) month period. Admission to the plan will be at six (6) month intervals - March and September.

c) All attorneys in the Program will revert to their former status at the end of six (6) months. If an attorney transfers, promotes, demotes, terminates, or in any other way vacates or reduces his/her present code, he/she will be removed from the VRWH Program for the balance of the six (6) month period.

d) Participation in this Program shall be by mutual agreement between the attorney and the appointing authority or his/her designee. Attorneys who wish to voluntarily reduce their work hours may submit a written request to the appointing authority or his/her designee within the designated window period. The appointing authority or his/her designee must issue a written response to the attorney within the designated window period but no more that five (5) working days after the close of the designated window period. If the request is being denied, the specific reason for denial will be included in the response. Copies of this shall be delivered by mail to the GAA President.

e) If the attorney is not satisfied with the decision, he/she may, within five (5) working days after
receipt of the appointing authority or his/her designee response, submit a written request to the appointing authority or his/her designee for a meeting to make a verbal appeal.

f) It is agreed that the appointing authority or his/her designee will arrange a meeting with the attorney within five (5) days after the receipt of such a request. The appointing authority or his/her designee shall send a final decision in writing to the attorney within five (5) working days of such a meeting. Copies of this decision shall be provided to the GAA President.

g) Attorneys may use the reduced hours time in advance of accrual and will reimburse the County for hours taken in advance of accrual upon early termination from the Program.

h) Participation in this Program shall be by mutual agreement between the worker and the department/agency head. Restrictions by the agency/department within work units shall be uniformly applied.

i) All attorneys will be notified in writing regarding the Program specifics and the sign-up options.

j) Full and timely disclosure of actual sign-ups and any analysis developed will be made available to both the County and the GAA.

k) This agreement governs as to the Voluntary Reduced Work Hours Program, but will in no way alter the meaning of the Union and County agreements currently in effect. This will include any departmental, master, unit, side-letter agreements, etc.

SECTON 21 – FULL AGREEMENT
The Santa Clara County Government Attorneys 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 22 – 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 23 – TERM
This Agreement covers the period September 5, 2011 up to and including September 1, 2013, 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 September 1, 2013 and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to, September 1, 2013 or any subsequent September 1, of its desire to terminate this Agreement or amend any provision thereof.

Date: 8-21-12

County of Santa Clara

Mitchell L. Buellesbach
Pablo Pineda
Marc Buller
Jose Guzman
John Vartanian III

Government Attorneys Association

Maximilian Zarzana
Kipp Davis
Michael Fletcher
Kevin Smith
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Side Letter Agreement
between
County of Santa Clara
&
Government Attorneys Association
"Me Too"

a. Should any County employee bargaining unit, represented or unrepresented (e.g. Executive Management, Confidential, etc.) that is not already scheduled to receive a salary increase or any other benefit enhancements, receive bonuses, special compensations up to and including increased employer paid member contribution, deferred compensation contribution by employer, lump sum payments, reduction of required worker contribution for retirement enhancement for the contract period, from existing union contracts or by new salary ordinance amendment, and which receives a new salary increase or equivalent compensation increase for the duration of the contract period, then comparable adjustments will be granted to the workers covered by this MOA. Adjustments made for other units that have no net change in value to concessions previously agreed to will not apply to this section. Additionally, adjustments for any unit that exceeds its pro-rated share of concessions shall not apply to this section.

b. If any other bargaining unit does not meet their pro-rated share of concessions (based on the prorated share of concessions that was set on July 22, 2011 by the County), then GAA’s share and the cost to its members will be lowered by a proportional amount except if the reason for the other bargaining unit(s) not meeting their target is beyond the control of the County.

c. The County shall meet and confer with GAA over changes that the County believes are covered by Section 16 – Parity. In no case shall changes associated with this section increase the savings to the County contributed by GAA.

DATE: 8/21/2012

County of Santa Clara

[Signature]

Government Attorneys Association

[Signature]
Side-Letter Agreement
between
County of Santa Clara
&
Government Attorneys Association

This side-letter constitutes a part of the agreement reached between the County of Santa Clara and the Government Attorneys Association for the 2011 - 2013 Memorandum of Agreement.

The County agrees that the terms of this side letter shall be in effect for the attorneys employed in the following classifications at the Office of the District Attorney:

Attorney I – District Attorney U25
Attorney I – District Attorney - U W35
Attorney II – District Attorney U24
Attorney II – District Attorney - U W34
Attorney III – District Attorney U21
Attorney III – District Attorney - U W33
Attorney IV – District Attorney U20
Attorney IV – District Attorney - U W32

Rotation from “trial” assignment to “non-trial” assignment:

Assignment rotations should balance the following:

a) the needs of the office,
b) development of attorneys,
c) equitable distribution of assignments,
d) competency in specialized areas of work,
e) interest in specialized areas of work, and
f) maximizing attorney effectiveness over an entire career.

Trial assignments include any assignment in which the attorney is obligated to prepare for and perform jury trials on a regular basis. Teams with trial assignments include, but are not limited, to:

BAT
Career Criminal
Central Misdemeanors
Family Violence
Forensic Mental Issues
Gangs
Homicide
Major Fraud
Narcotics
North and South County
Members of these teams who are only responsible for issuing, handling calendars, and supervision are deemed to be in “non-trial” assignments. Members of other teams not listed above who prepare for and perform jury trials on a similar basis shall be deemed to be in a “trial” assignment for these purposes.

Attorneys who have been in trial assignments for the previous three or more years without 6 consecutive months in a non-trial position shall be moved, upon their request, to a non-trial assignment within 90 days, and for no less than 6 consecutive months. However, the Chief Assistant District Attorney may extend the length of time an attorney remains in his or her current trial assignment with a showing of the strong needs of the office. That showing shall be made in writing and shall be provided to the Attorney and the GAA President. This finding shall be reviewed every 90 days to determine if the needs of the office allow for a move to a non-trial assignment.

Attorneys requesting rotation from a trial assignment under this policy will meet with their Supervising Deputy District Attorney(s) and, as needed, their Assistant District Attorney, to implement a plan for how their caseloads will be transitioned. Attorneys may be required to keep certain cases upon reassignment if they cannot be re-assigned. If an attorney keeps such a trial case during rotation to a non-trial assignment, the time spent preparing for and performing the trial shall be taken into consideration when determining when an attorney should be rotated from the non-trial assignment.

Both management and the attorney will be reasonable in determining which cases the attorney is expected to retain after he or she is moved to a non-trial assignment. When requiring an attorney to keep a case, consideration shall be given to the ability of the office to re-assign the case, the complex nature of the case, and the amount of time the attorney has already spent preparing the case.

Regardless of the “trial” or “non-trial” nature of the assignment, attorneys who have served three consecutive years in the same assignment, shall, upon their request, be transferred to a new assignment within a reasonable period of time, given the needs of the office. No attorneys are to be returned to the same assignment they have held for 3 years consecutively without at least a two year break, and all efforts should be made to place other attorneys in that position instead (unless otherwise agreed to by the attorney).

In general, assignments should last less than 5 years. Certain assignments that require complex litigation, extensive training, and lengthy cases may require attorneys to serve more than 5 years in one assignment. Attorneys do not need to be moved simply because they have been in one assignment for 5 years. However an attorney, excluding supervisors, shall be moved after 5 years if another attorney with an appropriate skill set has requested to be moved to that assignment. This does not guarantee that any requesting attorney shall receive said assignment. If no one with the appropriate skill set has requested the assignment and the attorney currently working in that assignment wishes to keep doing so, then rotation is not necessary. However, based on the needs
of the office, any attorney may be moved at any time, other than during their requested 6 month "non-trial" assignment.

Office Hours:

The office is open to the public from 8:00 a.m. to 5:00 p.m. Attorneys are expected to be reachable by their colleagues and supervisors during the hours the office is open to the public. Attorneys shall notify their supervisors when they will be away from the office during the hours the office is open to the public.

Dress Code:

Wearing appropriate work attire is an extension of expected professionalism and courtesy. Every attorney shall at all times be prepared to appear in court or engage members of the public or media.

Split Codes:

The County may provide access to split codes to all attorneys. Authorization of split codes is at the sole discretion of the appointing authority or his/her designee. The number, location and choice of these codes will be determined on a departmental basis. Requests for split codes shall not be unreasonable denied. Reasonable denial shall include, but not limited to, the work is not reasonably divisible, or qualified partners, if needed, are not available. Attorneys shall make a written request for a split code to the appointing authority of his/her designee. The request shall be reviewed by the appointing authority or his/her designee and the attorney shall receive a written response in 20 business days.

DATE: 8/21/2012

County of Santa Clara

[Signature]

Government Attorneys Association

[Signature]
Side Letter Agreement
between
County of Santa Clara
&
Government Attorneys Association

The Office of Labor Relations shall participate, when appropriate, in meet and confers regarding wages, hours and other terms and conditions of employment with official representatives of the GAA.

DATE: 8/21/2012

County of Santa Clara

[Signature]

Government Attorneys Association

[Signature]
Side-Letter 
between the 
County of Santa Clara 
and the 
Santa Clara County Government Attorneys Association 
to be used in conjunction with 
Section 17 of the current Memorandum of Agreement

The MOA section 17 addresses Furlough days to be taken by GAA members in FY12. However, some members may not remain employed by the County until June 24 of 2012, and new hires may start employment after September 5, 2011. The following side letter is intended to address those employees who fall into one of the above 2 categories.

An employee who was a GAA member from September 5, 2011 to June 24, 2012, and who does not use all of his or her furlough days, shall have the remaining furlough days forfeited on June 25, 2012. This shall not apply in cases where the employee’s pre-scheduled furlough days were cancelled and could not be rescheduled before June 24, 2012. In this case, any remaining furlough days may be rescheduled between June 25, 2012 and September 1, 2012.

If an employee leaves the County service, changes bargaining units, or is in an unpaid status that results in the employee using more furlough hours than has previously been deducted via “smoothing” from the employees pay, that amount shall be considered and processed as an overpayment. During his or her last pay period of employment with the County, an employee shall be allowed to use an amount of furlough hours exactly equal to the amount of “smoothing” deductions accumulated through his or her last pay check, but not previously taken as furlough provided that the employee has given reasonable advanced notice to the County of their intent to terminate their employment and giving due consideration to operational requirements.

For GAA members hired after September 5, 2011, or who work less than a full year, or those on unpaid leave for more than one pay-period between September 5, 2011 and June 24, 2012, the number of furlough days shall be prorated by pay-period, but shall equal the amount of hours deducted via “smoothing”.

Date: 4/20/2012

County of Santa Clara

Santa Clara County Government Attorneys Association

[Signatures]