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**Sent:** Wednesday, June 14, 2023 10:27 AM  
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**Cc:** Bieganski, Leanna <[leanna.bieganski@esa.sccgov.org](mailto:leanna.bieganski@esa.sccgov.org)>  
**Subject:** County Strike and Lockout response to SEIU

Hello Riko,

I inadvertently included an internal legal citation in my previous email and request you delete that email.

The County of Santa Clara appreciates the Service Employees International Union Local 521 highlighting the significance of the County's Article 26 – Strikes and Lockouts proposal, and seeking clarity about the County's intent. As we discussed, the County is providing this written response to ensure that the parties have a clear, shared understanding of the County's intent and to avoid the potential for misunderstandings that can occur in oral communication.

As an initial matter, historically in labor relations, a no-strike clause has been the traditional trade-off for the employer agreeing to binding arbitration. And the County and SEIU have had both binding arbitration and a no-strike clause for many years. During that time, however, the Public Employment Relations Board's (PERB) requirements have evolved to require that no-strike clauses explicitly address the specific types of job actions at issue.

The County's intent for its Article 26 – Strikes and Lockouts proposal is to give full effect to the parties' original intent from the existing MOA Article 26 language, which says that SEIU "will not engage in ***any concerted work stoppage.***" (emphasis added) To do so, the County is proposing to update the Article 26 – Strikes and Lockouts language to conform to PERB's current analysis that each type of job action be specifically addressed in a no-strike clause.

Regarding SEIU's specific questions, the County understands SEIU's inquiries to fall into two categories: 1) definitions of the types of job actions listed in the proposal; and 2) the manner in which the County would address employee violations of the no-strike clause. For the first category, the County's intent is for the types of job actions listed in the proposal have the same definitions as the Public Employment Relations Board (PERB) provides to them. This means that these definitions may change and evolve if/as PERB's definitions change and evolve.

Regarding SEIU's questions about the manner in which the County would address any violation(s) by employee(s) of the no-strike clause, the County is not seeking by this provision to change its available options to address employee violations. Rather, the County's intent is to have the same options available to address employee misconduct related to violating the no-strike clause that it had—and currently has—available. The County currently evaluates appropriate actions to address employee violations on a case-by-case basis (and consistent with all other applicable requirements) and intends to continue doing so.

Finally, by way of context, the County has proposed and is moving towards similar language in other contracts to reflect the updated guidance from PERB. For example, the County's current contract with the County Employees Management Association includes similar language in Article 25.

Please let us know if you have further questions.

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