

3.2 - Agency Shop Dues Deductions

- a) All employees who have authorized Association dues, in effect on the effective date of this Agreement shall have such deduction continued. Contributions from a new employee shall be made only upon signed authorization from the employee only after the Association certifies to the County a list of employees who have authorized such deduction(s). As allowed by law, the County shall deduct from the employees' paychecks and transmit to the Association dues and amounts for any other service, program, or committee provided or sponsored by the Association.
- b) For any employee for whom the Association cannot provide such a certification, the County shall cease contribution deductions until such a time when the Association certifies to the County that the employee has authorized such deduction(s).
- c) When the Association adjusts the level of contributions, provides notice of contributions from new employees, or provides notice of ceasing contributions from employees, the Association shall provide written notice of the adjustment to the County by email. The County shall have two (2) pay periods following receipt of the notice to implement the change.
- d) The County shall comply with the law, including Government Code section 6254.3, in responding to third-party requests for information about the home addresses, home telephone numbers, personal cellular telephone numbers, birthdates, and personal email addresses of the employees. The County will provide the Association with notice of outside third-party requests for this information in a timely manner. Section 3.2(b) and 3.2 (d) shall not be subject to the grievance procedure.

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.

g) New Employee Orientation

~~The GAA will be allowed a representative at all County of Santa Clara new provider orientations, held on site or otherwise organized by the County. GAA shall be allowed a Representative at new hire orientations for new workers or departmental orientations where they are held in place of County-wide orientations including orientations at Human Resources Service Centers, DA, ESA, HHS, and SSA. The County will continue to provide information required by statute on newly hired employees in classifications represented by the GAA.~~

~~The County will provide GAA with notice of all scheduled sessions at least thirty days prior to the scheduled orientation date. The County will also provide GAA with a list of all employees scheduled to attend at least ten (10) days prior to the orientation session. The County or Department, where appropriate, will notify GAA ten (10) business days in advance of such orientation sessions and to the extent available. The County will also shall provide GAA with a list of all employees who attend the orientation sessions, within ten (10) days following the orientation session.~~

A GAA representatives shall be allowed twenty (20) minutes to make a presentation at these orientation sessions and answer questions posed by employees. The GAA may also present packets of information to these employees.

SECTION 4 – SALARIES

4.1 - Salaries

Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all salaries shall be increased by three percent (3.0%).

September 6, 2021 (pp 21/19), all wages shall be increased by three percent (3.0%)

September 5, 2022 (pp 22/19), all wages shall be increased by three percent (3.0%)

September 4, 2023 (pp 23/19), all wages shall be increased by three percent (3.0%)

September 2, 2024 (pp 24/19), all wages shall be increased by three percent (3.0%)

~~December 21, 2015 (pp 16/01), all wages shall be increased by three and one quarter percent (3.25%).~~

~~Effective August 29, 2016 (pp 16/19), all wages shall be increased by three percent (3%).~~

~~Effective August 28, 2017 (pp 17/19), all wages shall be increased by three percent (3%).~~

~~Effective August 27, 2018 (pp 18/19), all wages shall be increased by three percent (3%).~~

~~Effective August 26, 2019 (pp 19/19), all wages shall be increased by three percent (3%).~~

4.3 – Retirement

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.

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 through February 2, 2014.

For Classic PERS Member (Classic Member) Employees

The County amended its contract with PERS effective December 17, 2007 for the 2.5% at 55 Plan for Classic PERS Member miscellaneous employees. In consideration for this amendment the Association agreed for each employee covered under this benefit to contribute to PERS, through payroll deduction effective December 17, 2007, an amount equal to 2.931% of PERS reportable gross pay for the duration of this Agreement, as well as the entire 8% PERS member share contribution toward the Employer's share for a total PERS contribution rate of 10.931% of PERS reportable gross pay. This eliminates the Employer Paid Member Contribution (EPMC). This shall not apply to extra help employees.

New PERS Member (PEPRA Member) Employees

The PEPRA Member shall pay ~~5%~~2.15% towards the employer share, in addition to the required PEPRA contribution (at least 50% of normal costs). This shall not apply to extra help employees.

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 lap top computers, tablets, ~~and~~ “smart” phones, external storage, electronic display/projection devices and monitors.

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 ~~Employee Services Agency~~ appropriate Agency.

SECTION 12 – 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)~~ two (2) weeks.

SECTION 14 – LEAD ATTORNEY DUTIES

This provision covers those attorneys assigned lead supervision duties. Attorneys assigned lead duties by their respective department shall be paid a differential pursuant to the salary ordinance. Lead attorneys duties shall consist of the following:

- a) Assign, distribute and adjust short-term workloads;
- b) Resolve work-related problems within guidelines set by management;
- c) Keep appraised of progress of work of the team they lead;
- d) Assist management in reviewing work;
- e) Train, mentor and coach attorneys on the team they lead;
- f) Provide input to management regarding an attorney’s performance (including performance appraisals) – such input shall be advisory;
- g) Assist in implementing policies and procedures developed by management;
- h) Assist management in the interview process for new attorneys – such input shall be advisory;

- i) Initiate and participate in investigatory interviews;
- j) Issue verbal/written counselings;
- k) Provide advisory input to management on issuance of letters of reprimands and disciplinary actions;
- l) Other related duties as assigned.

When the assigned lead attorney is absent from work and another attorney is assigned all the significant duties of the lead supervision duties as outlined in Section 14 for a minimum of two (2) weeks or more, the employee assigned said duties shall be paid a differential pursuant to the salary ordinance.

SECTION 20 – INSURANCE PREMIUMS

20.1 - Medical Insurance

a) Insurance Plans

The County and covered employees 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 County will pay the cost of any premiums for “employee only” and “employee plus dependent” tiers that is not covered by the employees’ share of the premium.

The current employee share per pay period is as follows:

Valley Health Plan \$0 Employee only, \$0 Employee and Adult; \$0 Employee and child(ren), \$0 Family

HMO (currently Kaiser) plan \$7.04 of the cost of the medical plan premium for \$0 Employee only, ~~\$24.19~~^{14.16} Employee and Adult, ~~\$20.73~~^{13.02} Employee and child(ren), ~~\$33.40~~^{17.98} Family

Point of Service (POS - currently HealthNet) Plan \$13.07 of the cost of the medical plan premium ~~0%~~ Employee only, ~~\$85.28~~^{52.83} Family

20.2 - 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 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, 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 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 (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 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.
- a) For employees hired on or after February 3, 2014:
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 Domestic Partner Section) 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 Sections 20.2 a), b), c) and d) 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:

Effective pay period December 21, 2015 all coded employees shall contribute on a biweekly basis fifteen ~~thirteen~~ dollars ~~and fifty cents~~ (\$15.00~~13.50~~) toward the retiree

medical obligation unfunded liability. Such contributions are to be made on a pre-tax basis, and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County's annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County's other post-employment benefits (OPEB) obligations and shall not be used for any other purpose.

20.7 - LTD Side Letter

Pursuant to the Long Term Disability (LTD) insurance side letter between the County and GAA signed October 10, 1997, 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 February 3, 2014, the County will resume payments of up to \$0.45/\$100 of covered salary for the LTD 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.

Effective September 7, 2020 (pay period 20/20), the County will pay the full cost of the LTD plan.

20.9 - Upon request the parties agree to meet and discuss the PORAC Retiree Medical Trust.

21.2 - 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~~ **Prior Contract History**

~~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 21.1).

~~Effective Pay Period 14/01, 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:-~~

~~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, 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. Such sick leave bank usage must be approved by management.~~

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 21.2 (b), in which case the leave is charged to sick leave, not STO. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or spouse or registered domestic partner of the employee and the spouse, registered domestic partner, 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 shall be charged to the sick leave bank.

f) 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.

Days of Service	% Paid at
0 through 2610	0%
2611 " 2871	20%
2872 " 3132	22%
3133 " 3393	24%
3394 " 3654	26%
3655 " 3915	28%
3916 " 4176	30%
4177 " 4437	32%
4438 " 4698	34%
4699 " 4959	36%
4960 " 5220	38%
5221 " 5481	40%
5482 " 5742	42%
5743 " 6003	44%
6004 " 6264	46%
6265 " 6525	48%
6526 " accumulation	50%

g) 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.

h) STO Cash Out

Effective December 23, 2013 attorneys who use no more than 16 hours of sick leave for a period of one year beginning pay period ~~14/01, December 23, 2013~~ 20/01, December 16, 2019 through pay period ~~14/26 December 21, 2014~~ 20/27, December 27, 2020 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 forty (40) or sixty (60) hours STO (for a total of 80 or 100 hours). Eligible employees shall submit their request to ESA-Human Resources during the month of January and payment shall be during the month of February. Payments are based on the employee's rate of pay as of pay period 02 as the case may be for each respective year. No cash out can be prorated.

Sick leave charged for any purpose (i.e., bereavement leave) is used to determine STO cash out ability.

21.3 - Medical and Family Leave

a) ~~Maternity-Parental~~ Leave

1. Length

Upon request, ~~maternity parental~~ leave without pay shall be granted to natural or adoptive parents by the appointing authority for a period of up to six (6) months. With notice no less than one (1) month prior to the conclusion of the leave, such leave may be extended 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.

21.4 - Administrative Leave

Employees are designated by the County as "exempt" employees under the Fair Labor Standards Act (FLSA). 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, employees may work more or less than forty hours in any particular week.

Recognizing the above, 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:

- Scheduled 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.

a) **Limitations on Administrative Leave**

Departments may approve up to eighty (80) hours of administrative leave per calendar year for an individual attorney. Administrative leave in excess of eighty (80) hours requires the approval of an executive manager and the Personnel Director.

b) **Homicide On-Call**

Separate from the eighty (80) hours as noted in (a) above, an additional eight (8) hours of administrative leave will be granted for the completion of one full week of assigned homicide on-call duty which includes evenings and weekends. Should an attorney be called to respond and does respond while assigned to homicide on-call, he/she may be granted an additional eight (8) hours. Attorneys assigned to homicide on-call shall receive an additional four (4) hours if assigned during a week that includes a legal holiday. No employee shall receive administrative leave under this provision unless assigned and approved by management.

c) **Search Warrant On-Call**

Separate from the eighty (80) hours as noted in (a) or as listed in (b) above, an additional eight (8) hours of administrative leave will be granted for the completion of one full week of assigned search warrant on-call duty which includes evenings and weekends. Should an attorney be called to respond and does respond while assigned to search warrant on-call, he/she may be granted an additional eight (8) hours. Attorneys assigned to search warrant on-call shall receive an additional four (4) hours if assigned during a week that includes a legal holiday. No employee shall receive administrative leave under this provision unless assigned and approved by management.

d) **Ride-Along**

Separate from the eighty (80) hours as noted in (a) or as listed in (b) and (c) above, an additional forty (40) hours of administrative leave may be granted for the completion of ride-along, but in no case may more than forty (40) hours be granted for this purpose. This forty (40) hours cap may only be granted on a one-time basis during an employee's career as an attorney for the County of Santa Clara and is not granted on an annual basis.

e) **Public Defender/Alternate Defender Juvenile Advisement On-Call**

Separate from the eighty (80) hours as noted in (a) or as listed in (b), (c) and (d) above, an additional eight (8) hours of administrative leave will be granted for the completion of one full week of assigned juvenile on-call duty which includes evenings and weekends. Should an attorney be called to respond and does respond while assigned to juvenile on-call, he/she may be granted an additional eight (8) hours. Attorneys assigned to juvenile on-call shall receive an additional four (4) hours if assigned during a week that includes a legal holiday. No employee shall receive administrative leave under this provision unless assigned and approved by management.

23.7 - Arbitration Panel

Unless mutually agreed, for the term of this agreement the County and the Association shall use the following panel:

Alexander Cohn
Carol Vendrillo
John Kagel

~~Morris Davis~~ Paul Roose
Katherine Thomson

SECTION 27 – NO LOCK OUT – NO STRIKE

The County and the GAA recognize that Attorneys within the GAA have statutory and constitutional mandates that require their appearance in Court, as well as other duties that are essential to the functioning of the criminal justice system. As such, during the term of this Agreement the County will not lock out the employees who are covered by this Agreement. The Association and Association-represented employees, both individually and collectively, shall not organize, carry out, cause, encourage, or condone any job actions, such as strikes, work stoppages, slowdowns, sickouts, work-to-rule, sit-ins/sit-downs, intermittent strikes, partial strikes, or secondary actions such as individual or concerted refusal to render services (including refusal to work or any other curtailment or restriction of work at any time) or to obstruct efficient operations of the County, collectively (“Strike Activity”) by Association-represented employees during the term of this Agreement.

The County recognizes that other bargaining units may engage in a strike and may form a picket line at the workplace of GAA members. In the event the County Executive determines that such GAA Members must report to work and are necessary to the performance of vital County functions, the County Executive shall serve written notice of those findings on GAA. Once GAA receives such notice, no GAA member may engage in a sympathy strike or refuse to cross a picket line.

If the Association learns that bargaining unit employees intend to engage in Strike Activity, either through notice from the County or through other means, the Association will send a notice to all bargaining unit employees, with a copy to the Labor Relations Director, indicating: (1) the Strike Activity is not authorized or supported by the Association; and (2) Strike Activity may violate County or Departmental rules and result in disciplinary action. The Association shall take all other steps reasonably necessary to induce employees to cease any and all Strike Activity.

SECTION 28 -- Telework Program

The County of Santa Clara recognizes that flexible work arrangements and reduced commutes may benefit the employee, the department, and the public by making the most efficient use of staff time, reducing traffic congestion, and eliminating pollution as a result.

Teleworking is a management option and may be authorized by each Department. No employee shall be entitled to telework. It is the goal of the County and all covered Departments to maximize flexibility to allow for telework, when applicable. This section is not subject to the grievance procedure.

**~~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
RATTF
Sexual Assault

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 unreasonably 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 or 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: _____

~~County of Santa Clara~~ _____ ~~Government Attorneys Association~~

Janice Lawton _____ Max Zarzana

Sandra Poole _____ Kipp Davis

Joe Guzman _____ Tom Saggau

Donald Larkin _____ Kevin Smith

Lori McKeown

Brian Welch