

MEMORANDUM OF AGREEMENT
BETWEEN
COUNTY OF SANTA CLARA
AND
COUNTY COUNSEL ATTORNEYS ASSOCIATION

July 13, 2020 through July 20, 2025

Table of Contents

PREAMBLE	4
SECTION 1 – RECOGNITION	4
SECTION 2 – NO DISCRIMINATION	4
SECTION 3 – ASSOCIATION SECURITY	4
3.1 – Relationship Affirmation	4
3.2 – Agency Shop	5
3.3 – Meeting with Management	5
3.4 – Printing of Agreement	6
SECTION 4 – CONTRIBUTIONS TO PUBLIC EMPLOYEES RETIREMENT SYSTEM	6
4.1 – Public Employees Retirement System	6
4.2 – “Classic PERS Member”	6
4.3 – PEPRA Member	7
SECTION 5 – SALARIES	7
5.1 – Self Funded	7
5.2 – Salaries	8
5.3 – Automatic Check Deposit	8
SECTION 6 – TUITION REIMBURSEMENT	8
SECTION 7 – DEPARTMENT INITIATED TRAINING	8
SECTION 8 – EDUCATIONAL OPPORTUNITY LEAVE	9
SECTION 9 – PAYMENT OF STATE AND COUNTY BAR ASSOCIATION DUES	9
SECTION 10 – LEGAL REPRESENTATION	9
SECTION 11 – OUT OF COUNTY LITIGATION	10
SECTION 12 – WORK OUT OF CLASSIFICATION	10
SECTION 13 – LEAD DIFFERENTIAL	10
SECTION 14 – LAYOFF	10
SECTION 15 – ALTERNATE STAFFING	11
SECTION 16 – INSURANCE PREMIUMS	11
16.1 – Medical Insurance	11
16.2 – Medical Benefits for Retirees	13
16.3 – Dental Insurance	15
16.4 – Vision Insurance	15
16.5 – Life Insurance	15

16.6 – Employee Wellness Committee15

16.7 – Long Term Disability (LTD)16

SECTION 17 – DOMESTIC PARTNERS16

SECTION 18 – LEAVES16

18.1 – Scheduled Time Off (STO)16

18.2 – County Legal Holidays18

18.3 – Sick Leave18

18.4 – Family and Medical Leave20

SECTION 19 – BILLABLE HOURS21

SECTION 20 – PARITY21

SECTION 21 – GRIEVANCE22

21.1 – Grievance Related Release Time22

21.2 – Grievance Defined22

21.3 – Grievance Presentation22

21.4 – Procedural Compliance23

21.5 – Informal Resolution/Time limits23

21.6 – Formal Grievance23

21.7 – Pre-Arbitration25

21.8 – Arbitration Panel25

21.9 – Arbitration Release Time25

SECTION 22 – PERSONNEL ACTIONS26

22.1 – Disciplinary Process26

22.2 – Letters of Reprimand26

22.3 – Recommended Disciplinary Action – Permanent Classified27

22.4 – Notice of Final Disciplinary Action – Permanent Classified27

22.5 – Personnel Files28

SECTION 23 – NO LOCK OUT - NO STRIKE28

SECTION 24 – FULL AGREEMENT28

SECTION 25 – SAVINGS CLAUSE28

SECTION 26 – PERFORMANCE APPRAISAL PROGRAM29

SECTION 27 – TERM30

SALARY SCHEDULE31

SIDELETTER33

PREAMBLE

This Memorandum of Agreement is entered into by the County of Santa Clara (hereinafter referred to as the County) and the County Counsel Attorneys Association (hereinafter referred to as the Association).

SECTION 1 – RECOGNITION

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

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

The following classifications are included in the Association bargaining unit:

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

The bargaining unit shall not include attorneys within the Office of the County Counsel who are primarily assigned to the labor and employment team and whose responsibilities include representing County management in meet and confer obligations with labor organizations. For purposes of this section, “primarily assigned” means that Management notifies the Association and the attorney in writing that Management intends for the attorney to spend at least half the attorney’s annual work time performing labor and employment work. Exclusion from the bargaining unit shall only be effective ten days after written notice has been provided by the County to the Association’s President regarding the assignment of the attorney to the Office’s labor and employment team and related representation responsibilities.

SECTION 2 – NO DISCRIMINATION

Neither the County nor the Association shall discriminate (except as allowed by law) against employees because of race, age, color, disability, creed, national origin, religion, Association activity, affiliations, political opinions, or sexual orientation.

SECTION 3 – ASSOCIATION SECURITY

3.1 – Relationship Affirmation

The Association recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the citizens of Santa Clara County, consonant with its obligations to the employees it

represents. County and the Association affirm the principle that harmonious labor-management relations are to be promoted and furthered.

3.2 – Agency Shop

a) **Fair Representation**

It is recognized that the Association, as the exclusive representative of all unit members, is required to represent them fairly and equally without regard to Association membership or non-membership or their assertion of rights under this Agreement or Law.

b) **Authorizations**

The County shall deduct dues, fees, and premiums for insurance programs from a represented employee's salary or wages in reliance on certification from the Association that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction is to be made. The County shall cancel or change dues deductions in reliance on information provided by the Association about whether deductions were properly canceled or changed. The Association shall provide the County with a copy of an employee's signed authorization if a dispute arises about the existence or terms of the authorization.

c) **No Fault; Indemnity**

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, including but not limited to, the County's reliance on the information provided in the Association's certifications under Section 3.2 b), or from complying with any demand hereunder.

d) **Dues and Deduction(s)**

Dues deductions, along with a written statement of the employee names and amounts deducted, shall be forwarded promptly to the Association's President in accordance with County procedures.

3.3 – Meeting with Management

a) **Open Door Policy Continuation**

The County Counsel will continue the "Open Door" policy which he/she has established and/or maintained. The policy allows an attorney in the department to meet with the appointing authority, at a mutually agreed upon time and location, on a matter of concern to the attorney.

b) **Association Meetings with Management**

Meetings between Association representatives and the County Counsel, or the County Counsel's executive-management designee(s) if acceptable to the Association because the County Counsel cannot reasonably attend, shall be held upon request of the Association at mutually agreed upon times and locations. It is agreed that the purpose of these meetings is to provide an open door and forum to discuss matters of concern to the Association on behalf of the bargaining unit, consistent with the types of issues and concerns that could be raised under the Open Door Policy of the appointing authority.

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

All Association officers may attend the meeting. Association representatives shall be considered to be on paid release time for the meeting.

3.4 – Printing of Agreement

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

SECTION 4 – CONTRIBUTIONS TO PUBLIC EMPLOYEES RETIREMENT SYSTEM

4.1 - Public Employees Retirement System:

Definition for "Classic PERS Member" and "New PERS Member" (PEPRA Member) in PERS- As a result of the Public Employee Pension Reform Act (PEPRA), Classic PERS Member miscellaneous employee shall refer to an employee who is eligible for and is placed in the 2.5% at age 55 retirement tier. "New PERS Member" (PEPRA Member) miscellaneous employee shall refer to an employee who is eligible for and placed in the 2% at age 62 retirement plan.

4.2 – “Classic PERS Member”:

a) Effective December 17, 2007 (pay period 08/01) the PERS contract covering Classic PERS Member miscellaneous employees was amended to reflect a new pension formula 2.5% of 55, the cost of which

shall be paid for by the employees covered by this Agreement by a deduction of 3.931% from their pay checks of gross reportable earnings.

- b) Effective December 9, 2013, each Classic PERS Member's contribution to the employer share of PERS shall be reduced from 5.904% to 2.931%. The County shall suspend each Classic PERS Members' contribution of 2.973% towards employer PERS share from June 24, 2013 through December 8, 2013. The County shall refund to each Classic employee the dollar value of 2.973% s/he contributed to the employer share for the period from June 24, 2013 through December 8, 2013.
- c) Effective December 9, 2013, each Classic PERS Member shall pay the entire 8% PERS Member share contribution (7% is a new contribution plus the existing 1% contribution). Each employee shall continue to pay the existing 2.931% on the employer share of PERS. Total Classic PERS Member paid contribution for PERS is 10.931%.

4.3 – PEPRA Member

Each PEPRA Member shall pay 5.0% toward the employer share of PERS, in addition to the PEPRA Member's required PEPRA contribution (at least 50% of normal costs).

SECTION 5 – SALARIES

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

5.1 – Self Funded

a) **Self-Funded Raise of 6.954% Effective December 9, 2013**

For Classic PERS Member Miscellaneous Employees

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

New PERS Member (PEPRA Member) Miscellaneous Employees

Pursuant to Section 4.3 of this Agreement, the PEPRA Member shall pay 7% towards the employer share

of PERS, in addition to the required PEPPRA contribution (at least 50% of normal costs). In return for the new contribution of 7% on the employer share, the County will provide an equivalent self-funded wage increase, which is 6.954%, effective December 9, 2013.

b) 2% Wage Increase for Structural Changes

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

5.2 – Salaries

Effective July 13, 2020, the County shall provide a general wage increase for the employees represented in this bargaining unit of approximately, on the following dates:

On July 13, 2020 (20/16) the County shall provide a 3.0% general wage increase

On July 12, 2021 (21/15) the County shall provide a 3.0% general wage increase

On July 11, 2022 (22/15) the County shall provide a 3.0% general wage increase

On July 10, 2023 (23/15) the County shall provide a 3.0% general wage increase

On July 08, 2024 (24/15) the County shall provide a 3.0% general wage increase

5.3 – Automatic Check Deposit

All employees represented by the Association shall be paid by automatic check deposit.

SECTION 6 – TUITION REIMBURSEMENT

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

SECTION 7 – DEPARTMENT INITIATED TRAINING

The Department will pre-approve and pay for trainings, workshops, seminars and webinars that are essential to

the current assignment of employees. The employee's manager must pre-approve any requests prior to the commencement of the course. Applications requiring time off must be filed with and signed by management at least ten (10) days prior to the commencement of the course.

SECTION 8 – EDUCATIONAL OPPORTUNITY LEAVE

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

- a) Time charged to educational leave and time added to vacation balance, or;
- b) Time charged to educational leave and time off given during the same pay period as that when the course was taken.

SECTION 9 – PAYMENT OF STATE AND COUNTY BAR ASSOCIATION DUES

The County shall annually pay on behalf of each employee covered by this Agreement the full amount of such employee's yearly dues to the State Bar of California. Each employee must present to his/her Department the annual dues statement within ninety (90) days of receipt in order to be eligible for such payment.

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

SECTION 10 – LEGAL REPRESENTATION

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

Code.

SECTION 11 – OUT OF COUNTY LITIGATION

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

SECTION 12 – WORK OUT OF CLASSIFICATION

County agrees that if the position of Assistant County Counsel is vacant and an employee is assigned all the significant duties of that positions, the employee assigned those duties shall be paid at the rate of the Assistant County Counsel classification so long as he or she performs the duties of that classification; minimum assignment of three (3) consecutive weeks of worked time.

SECTION 13 – LEAD DIFFERENTIAL

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

SECTION 14 – LAYOFF

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

Employees subject to the provisions of this Section shall be given at least twenty (20) working days written notice prior to the effective date of layoff. The Association shall receive concurrent notice, and upon request, shall be

afforded an opportunity to meet with the County to discuss any proposed alternatives.

SECTION 15 – ALTERNATE STAFFING

It is the intent of the County to continue the alternate staffing of Attorneys during the term of this Agreement.

SECTION 16 – INSURANCE PREMIUMS

16.1 – Medical Insurance

a) On July 13, 2020, employees in the bargaining unit who are entitled to health insurance coverage as described in Section 16.1 shall be offered the health plans and benefit levels that are no less than those received by the majority of County employees in coded positions. Upon request of the Association, the County shall meet over the impact of changes in carriers, plans, plan designs, and/or medical flexible spending accounts that may occur to address, negate or mitigate the imposition on the County of the federal excise tax in the Affordable Care Act.

b) Premium Sharing

The County and covered employees shall share in the cost of medical plan premiums. The County, in order to provide one health plan where there is not premium sharing, shall continue to offer Valley Health Plan without premium sharing. The employee share shall be as follows beginning August 24, 2020:

Single	Non-Single
Valley Health Plan 0%	Valley Health Plan 0%
Non-VHP HMO Plan 2%	Non-VHP HMO Plan 2%
POS Plan 2%	POS Plan \$52.83

Effective June 6, 2016 (pay period 16/13), for tiers with dependent coverage in the Non-VHP HMO or POS plan, the employee share of premiums shall increase by 10% of the increase in premiums for those tiers. In each year thereafter, employees will continue to pay ten percent (10%) of future premium increases on the POS and HMO plans (not VHP). The County shall pay the employee (single rate) premium while the employee is on medical, maternity or industrial injury leave of absence up to thirteen (13) pay periods.

High Deductible Health Plan (HDHP)

The parties agree to investigate the feasibility of adding by mutual agreement a High Deductible Health Plan (HDHP) with or without Health Savings Account (HSA) or Health Reimbursement Account (HRA)

as an option to current health plans.

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

The Non-VHP HMO plan design shall be:

- \$10 co-payment for office visits,
- \$35 co-payment for emergency room visits,
- \$5-\$10 co-payment for prescriptions (30-day supply)
- \$10-\$20 co-payment for prescriptions (100-day supply)
- \$100 co-payment for hospital admission

The Point of Service Plan design shall be:

- \$15/\$20/30% (Tiers 1/2/3) co-payment for office visits
- \$50/\$75/30% co-payment for emergency room visits
- \$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply)
- \$10/\$30/\$60 co-payment for prescription (90-day supply).

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

c) **Domestic Partners**

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

d) **Dual Coverage**

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

e) **Health Plan Bonus Waiver Program**

Beginning January 1, 2000, with proof of alternative medical coverage, an employee may opt to waive County provided medical coverage:

1. Effective with each new plan year starting January 1, an employee who waives medical coverage for self and family must do so for the entire plan year by signing up in a special open period in the prior November. The employee shall then receive a bonus of seventy-four dollars (\$74.00) gross payment per pay period (subject to the usual payroll deductions) commencing the first pay period of the pay year and through the end of the pay year.
2. A part-time employee who waives medical coverage will receive a pro-rated bonus payment according to the code status. At the end of a plan year, a part-time employee may submit a request for supplemental bonus payment to ESA-Benefits Division for adjustments due to additional hours worked beyond code status.
3. A new hire employee may waive medical coverage at the time of new employment and receive a pro-rated bonus of seventy-four dollars (\$74.00) gross payment per pay period starting with the first full pay period.
4. During the plan year, an employee participating in the Program is eligible to re-enroll for coverage within thirty (30) calendar days of an Internal Revenue Service (IRS) defined qualifying event. An employee who re-enrolls shall no longer be eligible to receive the bonus waiver payment effective with the date of coverage.
5. Retirement is not an IRS defined qualifying event. If an employee who is enrolled in the Health Plan Bonus Waiver Program retires during the plan year, the retiree is not eligible to enroll in retiree medical coverage upon retirement until the next open enrollment period after retirement, typically in September.

16.2 – Medical Benefits for Retirees

a) For Employees Hired before August 12, 1996

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed five (5) years of service (1,305 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over sixty-five (65) who are eligible for Medicare part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare part B premium on a quarterly basis. The surviving spouse or the domestic partner (as defined in the Domestic Partner Section

of this Agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

b) For Employees Hired on or after August 12, 1996

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed eight (8) years of service (2,088 days of accrued service) or more with the County and who retire on PERS directly from the County on or after December 5, 1983. Retirees over the age of sixty-five (65) who are eligible for Medicare part B must be enrolled in such a plan and the County shall reimburse the retiree for the cost of Medicare part B premium on a quarterly basis. The surviving spouse or the domestic partner (as defined in the Domestic Partner Section of this Agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

c) For Employees Hired on or after June 19, 2006

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed ten (10) years of service (2610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner Section of this Agreement) of a worker eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

d) For employees hired on or after December 9, 2013

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed fifteen (15) years of service (3,915 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this Agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

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

- f) **Employee Contribution Toward Retiree Medical Obligation Unfunded Liability**
Effective June 9, 2014, all coded employees shall contribute on a biweekly basis an amount equivalent to 5% of the lowest cost early retiree premium rate. Effective the first pay period following the approval of the Board of Supervisors all coded employees shall contribute on a biweekly basis fifteen dollars (\$15.00) toward the retiree medical obligation unfunded liability. Such contributions are to be made on an after-tax basis and employees shall have no vested right to the contributions made by the employees.

16.3 – Dental Insurance

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

16.4 – Vision Insurance

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

16.5 – Life Insurance

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

16.6 – Employee Wellness Committee

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

16.7 – Long Term Disability (LTD)

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

SECTION 17 – DOMESTIC PARTNERS

a) **Registered Domestic Partners**

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

b) **Unregistered Domestic Partners**

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

c) **Tax Liability**

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

SECTION 18 – LEAVES

18.1 – Scheduled Time Off (STO)

a) **Conversion**

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

b) **Accrual**

Each employee shall be entitled to annual Scheduled Time Off. Scheduled time off is earned on an hourly basis. For purposes of this section, a day is defined as eight (8) work hours. The accrual schedule shall be as follows:

SERVICE YEARS & WORKDAY EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORKDAYS	ACCRUAL FACTOR PER HOUR	HOURLY ACCRUAL FACTOR PER PP	MAXIMUM ALLOWABLE BALANCE
1 st year 1 st through 261 days	19	.073076	5.846	57 work days
2 nd through 4 th year 262 through 1044 days	21	.080769	6.461	63 work days
5 th through 9 th year 1045 through 2349 days	25	.096153	7.692	75 work days
10 th through 14 th year 2350 through 3654 days	27	.103846	8.307	81 work days
15 th through 19 th year 3655 through 4959 days	29	.111538	8.923	87 work days
20 th and thereafter 4960 days	31	.119230	9.538	93 work days

c) **Pre-Scheduled Usage**

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

d) **Scheduled Time Off (STO) Bank Carry Over**

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

- i. When absent on full salary due to work-related compensation injury which prevents the employee reducing credits to the maximum allowable amount, or
- ii. In the case of inability to take paid time off because of extreme emergency, such as fire, flood or other similar disaster, or a state of emergency declared by the State of California or the County of Santa Clara an additional accumulation may be approved by the County Executive.

e) **Scheduled Time Off Bank Pay-Off**

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

18.2 – County Legal Holidays

The following shall be observed as legal holidays:

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

18.3 – Sick Leave

a) **Sick Leave Bank Accrual**

Each employee shall be entitled to an annual sick leave bank accrual. Effective December 15, 1997, sick leave is accrued on an hourly basis and computed at the rate of sixty-four (64) hours per year and may be accrued without limitation. The accrual factor per hour is .030769 and the accrual factor per full pay period is 2.462.

b) **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. The First Day Sick provisions are eliminated without corresponding loss of four days (32 hours) of STO.

c) **Family Care Usage**

An employee is entitled to use all eight (8) days of his/her annual accrued sick leave in order to care for a sick or injured member of the employee's immediate family requiring care. "Immediate family" shall mean the child, parent, grandmother, grandfather, grandchild, spouse, or registered domestic partner of the employee; the mother, father, grandmother, grandfather, or child of the employee's spouse or domestic partner; and the employee's son-in-law, daughter-in-law, brother, sister, or any other person living in the immediate household of the employee.

d) **Doctor's Notes**

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from an accredited physician, if requested by Management. Management may require such a supporting statement for absences less than three (3) days.

e) **Bereavement Leave**

Leaves of absence with pay shall be granted employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the child, parent, grandmother, grandfather, spouse, or registered domestic partner of the employee; the mother, father, grandmother, grandfather of the employee's spouse or same-sex domestic partner; and the employee's son-in-law, daughter-in-law, brother, sister, or any other person living in the immediate household of the employee. Up to five (5) days with pay shall be granted. The first two (2) days shall not be charged to any employee bank. If necessary, the third, fourth and fifth days shall be charged to the sick leave bank. An additional three (3) days, two (2) chargeable to sick leave and one (1) not charged to any accumulated balance, is authorized if out-of-state travel is required.

f) **Sick Leave Bank Pay Off**

Upon death, retirement or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate.

Effective December 15, 1997

<u>Days of Service</u>	<u>% Paid at</u>
0 through 2610	0%
2611 to 2871	20%
2872 to 3132	22%
3133 to 3393	24%
3394 to 3654	26%

3655 to 3915	28%
3916 to 4176	30%
4177 to 4437	32%
4438 to 4698	34%
4699 to 4959	36%
4960 to 5220	38%
5221 to 5481	40%
5482 to 5742	42%
5743 to 6003	44%
6004 to 6264	46%
6265 to 6525	48%
6526 to 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**

Employees who use no more than 24 hours of sick leave for a period of one year beginning pay period 19/01 December 17, 2018 through pay period 19/26 December 15, 2019, and each December-to-December period thereafter during the term of this Agreement, shall be allowed to cash out forty (40) hours of STO. Those employees who use no sick leave during that period have an option to cash out an additional 40 hours of STO (for a total of 80 hours). Eligible employees shall submit their request to ESA Human Resources during the month of January and payment shall be made during the month of February.

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

18.4 – Family and Medical Leave

a) **Parental Leave**

1. **Definition**

For purposes of this section, “Parental Leave” shall mean leave taken by an employee to bond with a natural, adoptive, or foster child within one year of the child’s birth, adoption, or foster

placement.

2. **Length**

Upon request, Parental Leave without pay shall be granted by the appointing authority for a period of up to six (6) months for the birth, adoption, or placement of a child. 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.

3. **Pregnancy Disability Leave**

An employee who is disabled due to a temporary pregnancy-related disability may take up to four (4) months of leave in accordance with the County's Family and Medical Leave Policy. The employee may use accumulated sick leave during the period certified by the physician.

b) **Family Medical Leave**

Upon request, family leave shall be granted to attend to the serious illness of a family member in accordance with the County's Family and Medical Leave Policy, for a period of up to six (6) months. The County shall pay up to twelve (12) weeks of employee and dependent coverage, subject to the applicable co-payments, in accordance with the County's Family and Medical Leave Policy.

SECTION 19 – BILLABLE HOURS

The parties recognize that the Office of County Counsel uses a "Billable Hours Policy" for a variety of management purposes, including but not limited to determining workload equity, client needs, and the department budget.

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

SECTION 20 – PARITY

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

SECTION 21 – GRIEVANCE

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

21.1 – Grievance Related Release Time

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

21.2 – Grievance Defined

a) Definition

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

b) Matters excluded from consideration under the grievance procedure

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

21.3 – Grievance Presentation

For the purposes of this procedure "employee" is defined as any County employee in the classified service,

regardless of status. Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Association or by the County. No grievance settlement may be made in violation of an existing rule, memorandum of agreement or memorandum of understanding nor shall any settlement be made which affects the rights or conditions of other employees represented by the Association without notification to and consultation with the Association .

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

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

21.4 – Procedural Compliance

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

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

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

21.5 – Informal Resolution/Time limits

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

21.6 – Formal Grievance

a) Step One - Presentation of Grievance

Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance

shall be presented in writing to the appointing authority. The Association shall send a copy of the grievance to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which:

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

b) Step One - Decision

1. A decision shall be made by Labor Relations in writing within twenty (20) working days of receipt of the grievance. A copy shall be sent to the Association and this copy shall dictate the time limits.
2. At the request of either party, a meeting will be held within twenty (20) working days of receiving the grievance, for the purpose of a mutual exchange of information. If such a meeting is requested, the decision shall be due twenty (20) working days from the date of the meeting.
3. Existing grievances shall not be amended to include additional alleged violations that occurred outside of the twenty (20) workday time limit.

c) Step Two-

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

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

21.7 – Pre-Arbitration

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

1. Within twenty (20) working days of receipt of the grievance at Step Two, one (1) arbitrator shall be selected from the panel and the parties shall use their best efforts to schedule a hearing within thirty (30) calendar days.
2. If the selected arbitrator cannot be scheduled within one hundred twenty (120) calendar days, the parties will mutually agree to either another arbitrator or extend the time limits for the hearing.
3. Arbitration proceedings shall be recorded but not transcribed except at the request of either party or the arbitrator. If a transcript is prepared, the parties shall share equally in the cost. Upon mutual agreement, the County and the Association may submit written briefs to the arbitrator for decision in lieu of the hearing.
4. No issue that was not specified in the grievance may be raised in the arbitration. This Agreement shall be submitted as a joint exhibit. Nothing in the Agreement shall be construed to empower any arbitrator to change, modify or amend any of its provisions.

21.8 – Arbitration Panel

Unless mutually agreed, for the term of this Agreement the County and the Association shall "strike names" from the following panel:

Alexander Cohn	Morris Davis
Carol Vendrillo	Paul Roose
Catherine Harris	Christopher Burdick
Katherine Thomson	

21.9 – Arbitration Release Time

The following statement on employee participation in grievance arbitration hearings is agreed to:

- a) The employee on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the employee is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing.
- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be

granted and charged to the employee's own leave time - provided the absence does not unduly interfere with the performance of service.

SECTION 22 – PERSONNEL ACTIONS

22.1 – Disciplinary Process

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

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

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

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

Securing representation is the responsibility of the attorney.

22.2 – Letters of Reprimand

Should corrective measures to address performance or conduct not result in sustained improvement or should circumstances warrant in the County's opinion, the County may issue a letter of reprimand. Such a letter shall be served on the attorney in person or by mail (to include e-mail) and shall be included in the attorney's personnel file. No letter of reprimand shall be placed in an employee's file unless that letter is issued within one year of the County's knowledge of the conduct, occurrence or incident that is the subject of the letter. The one-year period

shall be tolled during any employee absences and for any delays caused by the employee's failure to participate or cooperate in the investigation.

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

22.3 – Recommended Disciplinary Action - Permanent Classified

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

- a) The proposed level of discipline;
- b) Statement of the nature of the disciplinary action;
- c) Effective date of the action;
- d) Statement of the cause thereof;
- e) Statement in ordinary and concise language of the act or omissions upon which the cause(s) is/are based;
- f) Statement of the attorney's right to respond, either orally at a meeting requested by the attorney, or in writing;
- g) Statement advising the attorney of the right to Association representation.

22.4 – Notice of Final Disciplinary Action - Permanent Classified

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

22.5 – Personnel Files

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

SECTION 23 – NO LOCK OUT – NO STRIKE

During the term of this Agreement the County 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, blue flu, sickouts, work-to-rule, sit-ins/sit-downs, intermittent strikes, partial strikes, sympathy strikes, or secondary actions such as refusing to cross picket lines or any other 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.

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 24 – FULL AGREEMENT

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

SECTION 25 – SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent

jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such position.

However, if the State of California notifies the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is AB 1040, introduced in Spring 1991) the County has the option of not implementing or continuing to pay the benefits and/or wages. Both parties understand that the County may do so to avoid the above monetary penalties. The County may also seek repayment of the wages and/or benefits upon which the State is basing the monetary penalty.

If the County exercises any of these options, the Association may challenge such refusal to implement or pay benefits or such attempt to seek repayment. This Section does not eliminate or create rights or obligations not otherwise existing or denoted in this Agreement. But it does create as a first priority that the County not pay or suffer the monetary penalty contained in the potential above described legislation.

Thus, the Association may properly argue in Court that both parties to this Agreement intend for the wage increase or benefit to be implemented, paid or maintained and that no penalty shall be incurred by the County consistent with such wages or benefits being paid.

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

It is understood that the purpose of this Section is to ensure that the County does not incur any liability or penalties on either the original Agreement provisions, or the negotiated alternate provisions.

SECTION 26 – PERFORMANCE APPRAISAL PROGRAM

The parties agree to meet on substantive changes to the Department's performance appraisal program for attorneys before those substantive changes are implemented. Performance appraisals shall be placed in

personnel files maintained by the County's Employee Services Agency and the Department but shall not be used for discipline.

SECTION 27 – TERM

This Agreement shall become effective only upon ratification by the Association and approval by the Board of Supervisors and shall remain in full force and effect to and including July 13, 2020, through July 20, 2025 and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to July 20, 2025 or any subsequent July 20th of its desire to terminate this Agreement or amend any provision thereof.

Upon request of either party, the parties shall commence negotiations for the successor agreement no later than 120 days prior to the expiration of this Agreement.

Dated: 10/6/2020

COUNTY of SANTA CLARA

SANTA CLARA COUNTY
COUNTY COUNSEL ATTORNEYS ASSOCIATION

DocuSigned by:
Karen Garza
E341FA32EB3D4C6...
Karen Garza

DocuSigned by:
Karl Sandoval
7B3D93529572D47F...
Karl Sandoval, President

DocuSigned by:
Kathleen Sao
21A2D43C4FC14D4...
Kathleen Sao

DocuSigned by:
Mark Bernal
2826937E055B479...
Mark Bernal, Secretary/Treasurer

DocuSigned by:
Robert Coelho
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Robert Coelho

DocuSigned by:
Stephanie Safdi
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Stephanie Safdi

DocuSigned by:
Kimberly Forrester
15F0A8D2E7C84A5...
Kimberly Forrester

DocuSigned by:
Karen Steiber
516413FA8E954D2...
Karen Steiber

DocuSigned by:
Michael L Rossi
D8B6476AA164486...
Michael Rossi

DocuSigned by:
Christopher Platten
397D8A20504D4CB...
Chris Platten, CCAA Legal Counsel

SALARY SCHEDULE

Effective July 13, 2020

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Min Bi-Weekly	Max Bi-Weekly
ATTORNEY I-COUNTY COUNSEL	U32	58.3590	61.2820	61.2820	61.2820	61.2820	4668.72	4902.56
ATTORNEY I-COUNTY COUNSEL-U	Q82	58.3590	61.2820	61.2820	61.2820	61.2820	4668.72	4902.56
ATTORNEY II-COUNTY COUNSEL	U31	68.4310	71.4950	74.3250	74.3250	74.3250	5474.48	5946.00
ATTORNEY II-COUNTY COUNSEL-U	Q79	68.4310	71.4950	74.3250	74.3250	74.3250	5474.48	5946.00
ATTORNEY III-COUNTY COUNSEL	U28	81.7610	85.8420	90.1370	90.1370	90.1370	6540.88	7210.96
ATTORNEY III-COUNTY COUNSEL-U	Q77	81.7610	85.8420	90.1370	90.1370	90.1370	6540.88	7210.96
ATTORNEY IV-COUNTY COUNSEL	U27	99.3920	104.3630	109.5940	115.0660	123.7080	7951.36	9896.64
ATTORNEY IV-COUNTY COUNSEL-U	Q76	99.3920	104.3630	109.5940	115.0660	123.7080	7951.36	9896.64
LAW CLERK/COUNTY COUNSEL - U	D2M	36.2960	38.0530	39.9060	41.8650	43.9160	2903.68	3513.28

Effective July 12, 2021

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Min Bi-Weekly	Max Bi-Weekly
ATTORNEY I-COUNTY COUNSEL	U32	60.1090	63.1200	63.1200	63.1200	63.1200	4808.72	5049.60
ATTORNEY I-COUNTY COUNSEL-U	Q82	60.1090	63.1200	63.1200	63.1200	63.1200	4808.72	5049.60
ATTORNEY II-COUNTY COUNSEL	U31	70.4830	73.6390	76.5540	76.5540	76.5540	5638.64	6124.32
ATTORNEY II-COUNTY COUNSEL-U	Q79	70.4830	73.6390	76.5540	76.5540	76.5540	5638.64	6124.32
ATTORNEY III-COUNTY COUNSEL	U28	84.2130	88.4170	92.8410	92.8410	92.8410	6737.04	7427.28
ATTORNEY III-COUNTY COUNSEL-U	Q77	84.2130	88.4170	92.8410	92.8410	92.8410	6737.04	7427.28
ATTORNEY IV-COUNTY COUNSEL	U27	102.3730	107.4930	112.8810	118.5170	127.4190	8189.84	10193.52
ATTORNEY IV-COUNTY COUNSEL-U	Q76	102.3730	107.4930	112.8810	118.5170	127.4190	8189.84	10193.52
LAW CLERK/COUNTY COUNSEL - U	D2M	37.3840	39.1940	41.1030	43.1200	45.2330	2990.72	3618.64

Effective July 11, 2022

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Min Bi-Weekly	Max Bi-Weekly
ATTORNEY I-COUNTY COUNSEL	U32	61.9120	65.0130	65.0130	65.0130	65.0130	4952.96	5201.04
ATTORNEY I-COUNTY COUNSEL-U	Q82	61.9120	65.0130	65.0130	65.0130	65.0130	4952.96	5201.04
ATTORNEY II-COUNTY COUNSEL	U31	72.5970	75.8480	78.8500	78.8500	78.8500	5807.76	6308.00
ATTORNEY II-COUNTY COUNSEL-U	Q79	72.5970	75.8480	78.8500	78.8500	78.8500	5807.76	6308.00
ATTORNEY III-COUNTY COUNSEL	U28	86.7390	91.0690	95.6260	95.6260	95.6260	6939.12	7650.08
ATTORNEY III-COUNTY COUNSEL-U	Q77	86.7390	91.0690	95.6260	95.6260	95.6260	6939.12	7650.08
ATTORNEY IV-COUNTY COUNSEL	U27	105.4440	110.7170	116.2670	122.0720	131.2410	8435.52	10499.28
ATTORNEY IV-COUNTY COUNSEL-U	Q76	105.4440	110.7170	116.2670	122.0720	131.2410	8435.52	10499.28
LAW CLERK/COUNTY COUNSEL - U	D2M	38.5050	40.3690	42.3360	44.4130	46.5890	3080.40	3727.12

Effective July 10, 2023

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Min Bi-Weekly	Max Bi-Weekly
ATTORNEY I-COUNTY COUNSEL	U32	63.7690	66.9630	66.9630	66.9630	66.9630	5101.52	5357.04
ATTORNEY I-COUNTY COUNSEL-U	Q82	63.7690	66.9630	66.9630	66.9630	66.9630	5101.52	5357.04
ATTORNEY II-COUNTY COUNSEL	U31	74.7740	78.1230	81.2150	81.2150	81.2150	5981.92	6497.20
ATTORNEY II-COUNTY COUNSEL-U	Q79	74.7740	78.1230	81.2150	81.2150	81.2150	5981.92	6497.20
ATTORNEY III-COUNTY COUNSEL	U28	89.3410	93.8010	98.4940	98.4940	98.4940	7147.28	7879.52
ATTORNEY III-COUNTY COUNSEL-U	Q77	89.3410	93.8010	98.4940	98.4940	98.4940	7147.28	7879.52
ATTORNEY IV-COUNTY COUNSEL	U27	108.6070	114.0380	119.7550	125.7340	135.1780	8688.56	10814.24
ATTORNEY IV-COUNTY COUNSEL-U	Q76	108.6070	114.0380	119.7550	125.7340	135.1780	8688.56	10814.24
LAW CLERK/COUNTY COUNSEL - U	D2M	39.6600	41.5800	43.6060	45.7450	47.9860	3172.80	3838.88

Effective July 8, 2024

Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Min Bi-Weekly	Max Bi-Weekly
ATTORNEY I-COUNTY COUNSEL	U32	65.6820	68.9710	68.9710	68.9710	68.9710	5254.56	5517.68
ATTORNEY I-COUNTY COUNSEL-U	Q82	65.6820	68.9710	68.9710	68.9710	68.9710	5254.56	5517.68
ATTORNEY II-COUNTY COUNSEL	U31	77.0170	80.4660	83.6510	83.6510	83.6510	6161.36	6692.08
ATTORNEY II-COUNTY COUNSEL-U	Q79	77.0170	80.4660	83.6510	83.6510	83.6510	6161.36	6692.08
ATTORNEY III-COUNTY COUNSEL	U28	92.0210	96.6150	101.4480	101.4480	101.4480	7361.68	8115.84
ATTORNEY III-COUNTY COUNSEL-U	Q77	92.0210	96.6150	101.4480	101.4480	101.4480	7361.68	8115.84
ATTORNEY IV-COUNTY COUNSEL	U27	111.8650	117.4590	123.3470	129.5060	139.2330	8949.20	11138.64
ATTORNEY IV-COUNTY COUNSEL-U	Q76	111.8650	117.4590	123.3470	129.5060	139.2330	8949.20	11138.64
LAW CLERK/COUNTY COUNSEL - U	D2M	40.8490	42.8270	44.9140	47.1170	49.4250	3267.92	3954.00

SIDELETTER TO:
COUNTY COUNSEL ATTORNEYS ASSOCIATION

For clarity and avoidance of any doubt, the Parties agree that under Section 3.2(b) of the MOA, either the Association or Management may discuss at meetings pursuant to Section 3.2(b) the non-financial topics raised by the Association during the negotiations of the Parties' successor labor contract in 2020, including, by way of example, the Association's request that Management expand remote-working options for attorneys during hours when the Office of the County Counsel is open to the public.

Dated: 10/6/2020

COUNTY of SANTA CLARA

SANTA CLARA COUNTY
COUNTY COUNSEL ATTORNEYS ASSOCIATION

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Karen Garza
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Karen Garza

DocuSigned by:
Karl Sandoval
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Karl Sandoval, President

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Kathleen Sao
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Kathleen Sao

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Mark Bernal
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Mark Bernal, Secretary/Treasurer

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Chris Platten, CCAA Legal Counsel