SUMMARY OF CHANGES TO MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF SANTA CLARA AND COUNTY COUNSEL ATTORNEYS ASSOCIATION (CCAA) 2006-2011

All provisions of the County of Santa Clara and CCAA 2006-2011 labor contract remain in effect except those provisions noted in this summary and the Agreement ratified by the Board August 23, 2011. Please use the 2006-2009 contract, extension agreement through 2011, and summary of the Agreement of August 22, 2011 through July 21, 2013 along with this summary until the new 2011-2013 is printed and distributed.

Where contract language is printed below, language that was deleted is shown as crossed out. Below language/agreement shall cover the period of May 28 up to and including July 21, 2013 and shall become effective only upon approval by the Board of Supervisors and ratification of the Association. New language is underlined. Below are substantive changes that are in addition to the Agreement reached with CCAA on August 16, 2011 and ratified by the Board of Supervisors August 23, 2011:

3.2 - Agency Shop

a) Condition of Employment

As a condition of employment, all employees in a classification in this bargaining unit shall execute an authorization for the payroll deduction of one of the following: (1) Association dues (signifying membership in the Association); (2) an agency fee (signifying non-membership in the Association) not to exceed Association dues; or (3) if he/she qualifies, a charity fee religious/sect objector fee (signifying non-membership in the Association due to conscientious objection) equal to the agency fee to the employee's choice of the New Children's Shelter Fund, Habitat for Humanity, or the Santa Clara County Bar Association Law Foundation. Unit members shall execute a payroll deduction authorization within fifteen (15) calendar days after entry into a classification in this bargaining unit.

c) Charity Fee Deduction-Religious/Sect Objector

An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support CCAA as a condition of employment. To qualify for deduction of the charity fee Religious/Sect Objector, the unit member in lieu of periodic dues, initiation fees, association dues, or agency shop fees, to pay sums equal to the dues, initiation fees, association dues or agency shop fees to one of the non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the employee from the charitable funds listed above, must certify to the Association and the County that he/she holds conscientious objections to joining or financially supporting a public employee organization. Such unit member will be required to submit to the Association and the County a letter certifying his/her position. The unit member's payroll 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 equal to the agency fee to one of the three charities specified above. Should one or more of the listed charitable funds no longer be eligible under Section 501(c)(3), the Association and the County shall promptly meet and agree upon a replacement.
3.3 - Meeting with Management (Added New Sub-Section c)

c) Monthly Association-Executive Management Meeting

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

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

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

Issues raised by Management may also be discussed, as time permits. Management will give the Association advance notice of the issues to be discussed, if possible. The parties may agree to increase the frequency and duration of the meetings to allow for discussion of the issues raised by Management.

Association and Management will participate in good faith and will attempt to address or resolve issues as quickly as possible. When Management requires further analysis or additional information or authority to resolve an issue, Management will attempt to respond at the next meeting, if not sooner. The parties will make every effort to agree on language outlining the resolution of an issue, although the Association and Management may not agree with the substantive resolution.

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

SECTION 13 - INSURANCE PREMIUMS

13.2 - Medical Benefits for Retirees (New Subsection d)

d) Requirements for County’s Contribution to Health Plan Premium (Reflects County’s Practice)

1) County to contribute 100% of health plan premium at the rate of the lowest cost plan for single retiree for either the early retiree plan or Medicare-coordinated senior advantage plan for eligible retirees. To be eligible for retiree medical coverage, employees must meet all of the following requirements:

2) Be vested in the County Retiree Medical Program by completing the required applicable years of service as expressed in “days of accrued service”:

   a. For employees hired prior to August 12, 1996, must have completed five years (1305 days of accrued service); or
   b. For employees hired on or after August 12, 1996 through June 18, 2006 must have completed eight years (2088 days of accrued service); or
c. For employees hired on or after June 19, 2006 must have completed 10 years (2610 days of accrued service, and

3) Such years of service expressed in 1) must be continuous service with the County that are completed immediately preceding retiring directly on PERS.

SECTION 15 - BILLABLE HOURS (NEW SECTION)

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.

(Renumbered the remaining sections)

SECTION 156 - PARITY

SECTION 167 - FULL AGREEMENT

SECTION 178 - SAVINGS CLAUSE

SECTION 19 – GRIEVANCE PROCEDURE (NEW SECTION)

The County and the Union 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 Union, 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.

Section 19.1 - 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.

Section 19.2 - 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 19.2 b).

b) Matters excluded from consideration under the grievance procedure:

1. Disciplinary actions taken under Section 708 of the County Charter.

2. Performance Evaluations.

Section 19.3 - Grievance Presentation

For the purposes of this procedure "employee" is defined as any County employee in the classified service, regardless of status. Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union 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 Union without notification to and consultation with the Union.

The Union 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 Union at each step.

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

Section 19.4 - Procedural Compliance

Union 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 Union if renewed by the Union 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 (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 Union in person; by facsimile or by electronic mail (when coupled with another delivery method); or by U.S mail.

Section 19.5 - 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.

Section 19.6 - 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 Union shall send a copy of the grievance to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which:
1. Identifies the aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of the MOU or other sections identified in Section 19.2 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 Union and this copy shall dictate the time limits.
2. At the request of either party, a meeting will be held within twenty (20) working days of receiving the grievance, for the purpose of a mutual exchange of information. If such a meeting is requested, the decision shall be due twenty (20) working days from the date of the meeting.
3. Existing grievances shall not be amended to include additional alleged violations that occurred outside of the twenty (20) work day time limit.

C) Step Two - If the aggrieved continues to be dissatisfied, he/she may, within twenty (20) working days after receipt of the Step One Decision, direct a written presentation to the Director of Personnel indicating whether the aggrieved wishes the 1) Director to review and decide the merits of the case or whether 2) the aggrieved wished the grievance to be referred to an impartial arbitrator mutually agreed upon or jointly selected from a panel provided in section 19.9. The arbitrator's compensation and expenses shall be borne equally by the employee or the Union and the County. Decisions by the Director of Personnel or the arbitrator shall be final and binding.

Section 19.8 - 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 Union 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 memorandum of agreement shall be submitted as a joint exhibit. Nothing in the agreement shall be construed to empower any arbitrator to change, modify or amend any of its provisions.

19.9 Arbitration Panel

Unless mutually agreed, for the term of this agreement the County and the Union shall “strike names” from the following panel:

<table>
<thead>
<tr>
<th>Alexander Cohn</th>
<th>Morris Davis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carol Vendrillo</td>
<td>Christopher Burdick</td>
</tr>
<tr>
<td>Norman Brand</td>
<td>Fred D'Orazio</td>
</tr>
<tr>
<td>Catherin Harris</td>
<td></td>
</tr>
</tbody>
</table>

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

Section 19.10- 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 48–20 PERFORMANCE APPRAISAL PROGRAM

SECTION 49 21 – TERM
Side Letter Agreement

Between

County of Santa Clara

And

County Counsel Attorneys Association (CCAA)

The following agreement memorializes negotiations on December 21, 2011 regarding James Williams.

Should a layoff occur in accordance with Section 11 – Layoff of the Memorandum of Agreement between the County of Santa Clara and CCAA, it is agreed that Mr. Williams coded unclassified service shall be counted towards his seniority for the purpose of layoff.

Date: __________ Date: __________

__________________________________________  ______________________________
Sabahete Kraja                              Susan Ware
County of Santa Clara                      CCAA President
Revision to the Attorney Handbook

3.6 Billable Hours Policy

Each attorney in the Office of County Counsel is expected to bill a minimum of 1800 hours client-billable and 100 non-client billable time, for a total of 1900 hours each fiscal year. This number will be prorated for attorneys on approved Voluntary Work Reduction Leave during the period of such leave. It will also be prorated for the time an attorney is not available for work due to authorized medical, family, workers’ compensation, or bereavement leave, and when meeting and conferring with County representatives on matters within the scope of representation.

The 1900 hour minimum includes any time billed to clients. In addition, up to 100 hours each fiscal year from the following categories (cumulatively) will be included in calculating an attorney’s total “billable hours”: attendance at seminars/conferences where attendance is not billable client time, mandatory office meeting, including section meetings (if not appropriate to bill the client), recruitment and marketing activities requested/approved by management, internal administrative activities requested/approved by management (e.g. technology committee, library committee, work on Client Guide or office newsletter, ProLaw implementation), and union activities. Based on the values of the particular non-direct-service activities to the Office and depending on an attorney’s workload and assignments, the County Counsel may authorize additional time for the above or similar activities (such as certain pro bono, bar, or County Counsel Association activities) to be credited to that attorney’s billable hours.

The 1900 hours consist of 1800 hours client-billable time and 100 hours non-client billable time. The 100 hours non-client billable time will include attendance at seminar/conferences not billed to clients; mandatory office meetings, including section meetings (if not appropriate to bill the client); recruitment and marketing activities
approved by the County Counsel or the Assistant County Counsels; internal administrative activities approved by the County Counsel or Assistant County Counsel (e.g., technology committee, library committee, or work on Client Guides).

The County Counsel and the Assistant County Counsels may authorize attorneys to include non-client billable time on specific assignments or projects to count toward the 1800 client-billable time. Authorization needs to be given in advance of the commencement of the work in question unless exceptional circumstances exist that will prevent advance authorization.

Client bills may not be “padded” in order to satisfy the billable hours expectation. Assistants will “write down” client billings if it is determined that changes to a client are appropriate or excessive.
Revision to the Attorney Handbook:

(NeW) ____ Administrative Leave Policy

Executive management may at its discretion grant administrative leave to its attorneys whether or not it is requested.