

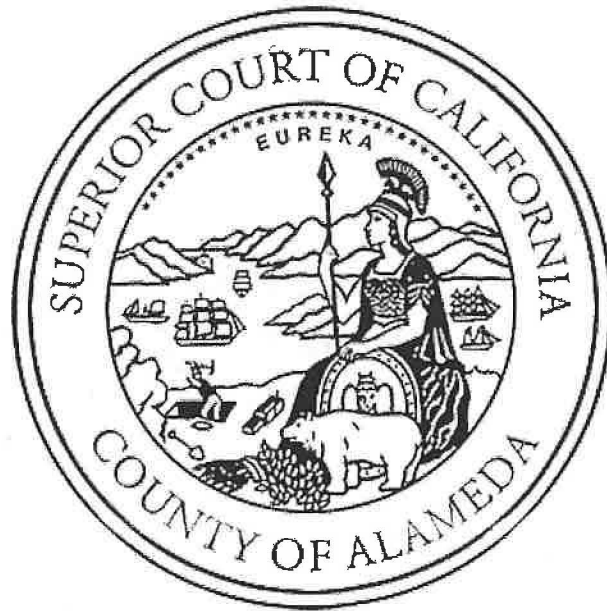
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1021**



January 1, 2019 – December 31, 2021

WEINGARTEN RULES AND RIGHTS

A worker who is called to an interview with his or her employer which may lead to some disciplinary action is entitled to Union representation.

In NLRB v. Weingarten and its companion case ILGWU v. Quality Mfg. Co., the Supreme Court agreed with the NLRB that an employee has the right to Union representation at an investigatory interview the employee reasonably believes will result in disciplinary action.

The following rules apply when an investigatory interview occurs:

- The worker must make a clear request for Union representation before or during the interview.
- Worker's right to representation may not interfere with Employer's right to conduct an interview without undue delay (in certain circumstances.)
- The Steward has a right to consult with the worker before the interview.
- When the worker requests Union representation, the Employer has 3 options:
 1. Grant the request and delay questioning until the Union representative is available.
 2. Deny the request and end the interview.
 3. Give the worker a choice of:
 - (a) Having the interview without representation or
 - (b) Ending the interview.

It is the Steward's right and the Steward's duty to assist and counsel workers during investigatory interviews. Steward's right during investigatory interviews include:

- The right to be informed of the subject matter of the interview (i.e., the charges).
- The right to consult with the worker before the questioning begins.
- The right to speak during the interview.
- The Steward can request the Supervisor clarify a question.
- After a question is asked, the Steward can give advice on how to answer.
- When the questioning ends, the Steward can provide additional information to the Supervisor.

If Weingarten rules are complied with, stewards have no right to tell workers not to answer questions, or to give false answers.

Stewards should explain Weingarten rights to co-workers. The following statement is useful for workers who may be asked to attend an investigatory meeting:

"I request to have a Union representative present on my behalf during this meeting because I believe it may lead to disciplinary action being taken against me. If I am denied my right to have a Union representative present, I will refuse to answer accusational questions and any I believe may lead to discipline."

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Service Employees International Union, Local 1021

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**2019-2021 Memorandum of Understanding between
Superior Court of California, County of Alameda and
Service Employees International Union, Local 1021**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by the Superior Court of California, County of Alameda, ("Court"), and Local 1021 of the Service Employees International Union ("Union"), as a recommendation of those conditions of employment which are to be in effect from January 1, 2019, to and including December 31, 2021, for those employees working in representation units referred to in Section 1 of this MOU.

The Court and the Union agree to meet and confer in good faith to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation as defined in Section 71634 of the California Government Code.

"Court", as used herein, shall mean the Court Executive Officer, or the designee of the Court Executive Officer.

MUTUAL RESPECT. The Court and the Union agree that all employees regardless of position, profession, or rank will treat each other with courtesy, dignity, and respect. The foregoing principles shall also apply in providing services to the public.

DIGNITY IN THE WORKPLACE. The Court and the Union jointly recognize the importance of all Court employees treating each other with respect and dignity. To demonstrate its commitment to this principle, the Court will provide training on this subject to all employees. Verbal abuse, threats, or harassment by any employee, regardless of bargaining unit or unrepresented status, may subject that employee to progressive discipline.

SECTION 1. RECOGNITION

- A. The Court recognizes the Union as the exclusive bargaining representative for the employees in classifications in Bargaining Unit 057 and Bargaining Unit 058, full-time and part-time, as listed in Appendix A of this MOU.
- B. Notwithstanding Section 1(A) above, the following employees shall not be eligible for representation by the Union:
 - 1. All present and future positions assigned to the Executive Office of the Court.
 - 2. All present and future positions assigned to the Human Resources Division of the Court.
 - 3. All present and future positions assigned to provide administrative and/or secretarial assistance to the Finance Director of the Court.
 - 4. All present and future Principal Analyst, Associate Analyst, and Management Analyst positions assigned to the Budget Unit of the Finance Division of the Court.

SECTION 2. NO DISCRIMINATION

- A. DISCRIMINATION PROHIBITED.** No person shall be appointed, reduced or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations or because of racial or national origin, sexual orientation, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, physical disability, mental or psychological disabilities.
- B. NO DISCRIMINATION ON ACCOUNT OF UNION ACTIVITY.** Neither the Court nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in union activity.

SECTION 3. UNION SECURITY

- A. NOTICE OF RECOGNIZED UNION.** The Court shall post within the employee work or rest area a written notice that sets forth the classifications included within each representation unit referred to in Section 1 of this MOU and which includes any classification existing in the department or agency, and the name and address of the recognized employee organization for each such unit. The Court shall also give a written notice to persons newly employed in representation unit classifications that contains the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current Memorandum of Understanding to be supplied by the Union. The Union shall receive from the Court on a flow basis, but at least once biweekly, the names and addresses of all new employees hired within such units. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable provided the employee pays Union dues, a service fee or a charitable contribution.

B. AGENCY SHOP

- 1. AGENCY SHOP.** Except as provided otherwise in this Section, employees in representation units referred to in Section 1 hereof, shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be ninety eight percent of Union dues and initiation fees (hereinafter collectively termed "service fee") of the Union representing the employee's classification and representation unit. Initiation fees shall not exceed a total of Fifty Dollars and shall only apply to employees hired after implementation of this Section.
- 2. IMPLEMENTATION.** Any employee hired by the Court subject to this MOU shall be provided through the Court with a notice advising that the Court has entered into an Agency Shop agreement with the Union and that all employees subject to the MOU must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of their choice and return said form to Court Payroll. If the form is not completed properly and returned within five working days, the Court Payroll shall commence and continue a payroll deduction of service

fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment except that initiation fees shall be deducted in two installments in successive pay periods, beginning with the first pay period.

Membership in an SEIU local union other than the Union recognized for the employee's representation unit and classification is permissible but will not affect the employee's obligation to become and remain a member of the Union representing their unit and classification or to pay a service fee in lieu of such membership to such union.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees checkoff authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over union dues and service fees.

- 3. RELIGIOUS EXEMPTION.** Any employee of the Court subject to this Memorandum of the Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the Public Employee Relations Board (PERB), shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the appropriate local union within fifteen days of receipt by the Court. The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the Court Executive Officer or designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section charitable deduction means a contribution to the Women's Refuge, the Emergency Shelter program or the Emergency Food Bank Network.
- 4. EXCLUSION OF EMPLOYEES.** The Agency Shop provisions set forth in paragraphs 1, 2 and 3 herein shall not apply to persons occupying positions designated as management, supervisory or confidential. The Court may designate positions as confidential in accordance with the Court Personnel, Organization, Policies and Rules (POPR), Chapter 12.4.4. Those positions designated as confidential upon implementation of this section as set forth in Appendix C of this MOU shall not be precedent setting for future designations of confidential positions. If any position designated confidential after the effective date of this Agency Shop provision is disputed by the Union, the matter shall be decided by an arbitrator.
- 5. FINANCIAL REPORTS.** The Union, Local 1021, shall submit a financial report patterned after the financial report required pursuant to the Labor-Management Disclosure Act of 1959 or pursuant to Section 3546.5 of the California Government Code, to the Court Executive Officer once annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Section at the offices of the Union. Failure to file such a report within 100

days of the close of each Union's fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee until said report is filed.

6. **PAYROLL DEDUCTIONS AND PAYOVER.** The Court shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State and Federal regulations. The Court shall promptly pay over to the designated payee all sums so deducted. The Court shall also periodically provide a list of all persons making charitable deductions pursuant to a religious exemption granted herein.
7. **HOLD HARMLESS.** The Union shall indemnify and hold the Court, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the Court be required to pay from its own funds, Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
8. **SUSPENSION OF AGENCY FEES.** For the duration of any strike, sanctioned, called or supported by Union, the Court may suspend collection of Agency service fees without jeopardy to the employee.
9. **WAIVER OF ELECTION FOR NEWLY REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS.** The accretion of classifications and/or employees to the representation units set forth in Section 1 of this MOU shall not require an election herein for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within Section 1 of this MOU shall also not require an election herein for the application of this Agency Shop provision to such units.

SECTION 4. UNION BULLETIN BOARDS, MEETINGS, AND ACCESS TO EMPLOYEES

- A. **BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Court Executive Officer for use by employees and Union to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the Court or its relations with Court employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely. Where policy permits an employee to post materials in their workplace for their personal convenience, union materials shall be treated in the same manner as other materials so posted.
- B. **USE OF COURT FACILITIES.** Court facilities may be made available upon timely request by off duty employees or the Union. Requests for such use shall be made to the Court Executive Officer or designee.
- C. **JOB CONTACTS.** Any authorized representative of Union shall have the right to contact individual employees working within the representation unit in Court facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Court Executive Officer or designee. The Court Executive Officer or designee shall

grant permission for such contact, if, in their judgment, it will not disrupt the business of the work unit involved. When contact at the work location is precluded by confidentiality of records or of work situation, by the health and safety of employees or the public, or by disturbance to others, the Court Executive Officer or designee shall make other arrangements for a contact location removed from the work area during the same work day or the following work day.

D. NEW HIRE ORIENTATION AND OTHER MEETINGS.

1. A representative of the union and a group of employees shall not meet during working hours, except as provided in this section or in Section 18. The Court Executive Officer may, upon timely application, allow meetings of a representative and/or a steward of the union and a group of employees during the lunch period in Court facilities.
2. If conducting group orientation sessions for new employees, the Court Executive Officer shall permit a union representative or a steward to meet with said new employees for a period of up to 30 minutes. A steward who attends an orientation session shall be permitted release time for this purpose. Other than group orientation sessions for new employees, no contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal union business.
3. Unless otherwise agreed, Union representatives shall not be permitted to attend meetings or conferences called by Court personnel regarding matters arising out of the normal course of Court activities except for meetings between management and affected employees on matters mutually acknowledged to be submitted under Section 18 (Grievances).

E. PERSONNEL RECORDS.

1. **Access.** An employee shall be permitted to review their own personnel record. Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee (or the Union representative when accompanied by the employee or upon presentation of a written authorization signed by the employee) may request a copy of the employee's personnel record. The Court shall provide one copy of the record without charge. The Court may verify any written authorization. The Union's access to employee records shall be for good cause only. Reference checks shall not be made available. The employee or representative must give the Human Resources Division twenty-four (24) hours advance notice to comply with this request.
2. **Removal of Records of Discipline.** Letters of reprimand or warning, excluding letters pertaining to sexual harassment and workplace violence, will be removed from an employee's personnel record five years after the date of the letter upon written request by the employee to the Court Executive Officer provided that the Court has not initiated any subsequent corrective action of the employee.

- F. DATA TO UNION.** The Court shall, upon request, supply the Union with reports of the names, home and office addresses, and Court classifications of all employees in represented units, within a reasonable period of time. Such service shall be supplied at no more than the cost to the Court.

SECTION 5. SHOP STEWARDS

- A. PURPOSE.** The Court recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union in appointing such shop stewards does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.
- B. ROLES OF STEWARD AND SUPERVISOR.** The shop steward recognizes that the supervisor is the key person in the agency/department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that their stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, Court policy and/or MOU.
- C. SELECTION OF STEWARDS.** The number of stewards shall be mutually agreed upon, but the Union reserves the right to designate the method of selection of shop stewards. The Union shall notify the Court Executive Officer in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Court Executive Officer shall be advised in writing of the steward being replaced and the steward named to take their place.
- D. DUTIES AND RESPONSIBILITIES OF STEWARDS.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards.
- 1. Duties and Time Limits**
 - a. **SHOP STEWARDS WORKING FULL TIME.** After obtaining supervisory permission, shop stewards employed full-time will be permitted to leave their regular work area during on-duty time not to exceed eight hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance.
 - b. **SHOP STEWARDS WORKING LESS THAN FULL TIME.** After obtaining supervisory permission, shop stewards employed two-fifths time or more, but less than full time, will be permitted to leave their normal work area during on-duty time not to exceed four hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance.
 - c. To obtain permission to investigate a grievance of employee(s) during on-duty time, the steward shall advise the supervisor of the affected employee of their investigation otherwise the investigation will be conducted on off-duty time.
 - d. The shop steward shall report such time to their supervisor as shop steward leave for timekeeping purposes.
 - e. The shop steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside

interested parties will not be contacted by stewards as part of the grievance process.

- f. An employee may be represented by a steward at such times as a grievance is reduced to writing.
2. If a supervisor determines that, due to the necessity of maintaining an adequate level of service, they cannot immediately grant permission to a steward who requests leave to investigate a grievance, the supervisor shall grant permission no later than the next working day from the date the shop steward was denied permission.
- E. CHANGES IN STEWARDS OR NUMBER OF STEWARDS.** If the Court reassigns a shop steward and the reassignment will leave their present shift or work location without a steward, the Union shall have the right to appoint a replacement. The Union may change stewards during a grievance procedure, but only one steward will be allowed time off from work upon one occasion to investigate the grievance.
- F. CONDUCT OF MEETINGS.** Any meeting of shop stewards and supervisors will be held in a quiet, dignified manner. Management personnel will agree to recognize and work with Union stewards in a conscientious effort to settle problems at the earliest possible step of the grievance procedure.
- G. LIMITATIONS OF TIME OFF.** Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.
- H. SHOP STEWARD SIGNS.** Shop stewards may identify themselves by use of an appropriate sign or placard so long as the sign or placard is no larger than 4 inches by 12 inches.

SECTION 6. HOURS OF WORK, SHIFTS, SCHEDULES, AND REST PERIODS

- A. WORK SCHEDULE AND CHANGE OF SHIFT.** The Court Executive Officer or designee shall prepare a schedule showing the hours each employee and appointive officer of the Court is to work. Except under unforeseeable circumstances, the Court shall make every reasonable effort to assure that no employee shall have more than one change of shift in a work week and that the employee shall be off duty no less than 12 hours prior to working the new shift.
- B. WORK DAY AND WORK WEEK.**
1. The normal business work day for the Court shall be from 8:00 a.m. until 6:00 p.m.
 2. For each full-time employee who works 7.5 hours per day, the normal work week shall be 37.5 hours.
 3. For each full-time employee who works 8 hours per day, the normal work week shall be 40 hours.
 4. For each part-time employee, the work day and/or work week will be determined by the Court Executive Officer or designee. The work day and/or work week will be a proration of time scheduled to work to the normal 37.5 or 40 hour work week base for the employee's classification enumerated in Appendix A.

5. For part-time employees, the “work week base,” as used herein, shall mean an amount of hours in a work week which are equivalent to the full time hours listed for the classifications enumerated in Appendix A.
6. For work occurring after 5:00 p.m., the Court shall first solicit volunteers. If there are insufficient volunteers, the Court may assign the work in order of reverse seniority among staff qualified to perform the work.
7. Upon request of the Union, the Court agrees to meet and work to mutually address specified security concerns for employees working when no security staff are on duty.

C. HOURS OF WORK DEFINED. For all nonsupervisory or nonprofessional employees, hours worked shall include all time not under the control of the employee whether such hours are worked in the Court’s work place, or in some other place where the employee is carrying out the duties of the Court.

D. ATTENDANCE

1. **PURPOSE.** To ensure adequate staffing, positive employee morale, and productivity throughout the Court, employees will be held accountable for adhering to their assigned work schedule. This section of the MOU sets forth uniform guidelines to ensure clarity and consistency in resolving attendance issues. Nothing in this section is intended to, nor does it, change the definitions of any type of leave that may be set forth in this MOU or in the Court’s Personnel Organization, Policies, and Rules.
2. **POLICY.** All employees shall be at work in their assigned work unit, ready to work, promptly at their assigned start time and immediately at the end of their assigned break times unless they have received other instructions from their supervisor (Personnel Organization, Policies and Rules [POPR] Chapter 10, Section 10.2), or they are absent on approved leave. Excessive unscheduled absences, which includes being late to work (tardy), or those unscheduled absences that have a significant impact on the business needs of the Court may subject an employee to discipline, up to and including termination of employment.
3. **DEFINITIONS.**
 - a. **Absence:** Any time an employee is not at work during their scheduled work hours, regardless of the reason.
 - b. **Unscheduled Absence:** An absence for which an employee did not obtain prior oral or written approval from their supervisor to be absent from work and which does not meet the definition of authorized sick leave.
 - c. **No Call/No Show:** Failure to report an absence the day it occurs, unless an employee’s supervisor has approved otherwise.
 - d. **Supervisor:** A manager directly responsible for the performance, assignment of duties, and work product of an employee.
 - e. **Tardy:** Any time an employee is not present and ready to begin working in their assigned work unit at the start of the scheduled workday and upon returning from lunch and breaks.
 - f. **Leave Without Pay:** Approved by Director and/or CEO pursuant to POPR Chapter 11, Section 11.6. Also see Section 4 (F) of this policy.

- g. Unauthorized Leave Without Pay:** Not approved by Director and/or CEO pursuant to POPR Chapter 11, Section 11.6.
 - h. Protected Leave:** Leave which has been approved by the Court pursuant to Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or leave that has been approved by the Court as pregnancy disability leave (PDL) or workers' compensation medical leave.
 - i. Authorized Sick Leave:** Use of accrued sick leave by an employee pursuant to section 5, below.
- 4. SCHEDULED ABSENCES.** Employees must obtain approval from their direct Supervisor in advance of any schedule changes. This requirement applies to requests to use any type of leave as well as late arrivals to, or early departures from, work.
- a. Leave Requests.** When possible, employees should schedule all absences (including late arrivals and early departures) in advance with their supervisor. Preapproved use of sick and other types of leave shall not be counted as an unscheduled absence.

All employees must submit requests for scheduled absences in writing, in the format prescribed by their respective unit/division (e.g., email, the Court's time-keeping system, etc.), even if the absence has already been approved orally. If an absence is approved orally and the employee is not present at work, the employee must submit a written request for leave immediately upon their return to work.

Requests for leave are not considered approved until the supervisor has specifically stated that the request is approved either orally or in writing. Leave taken without this distinct approval may be considered an unscheduled absence and/or unauthorized leave, and may be subject to discipline.

If a supervisor has not provided a timely response to a leave request, the employee may escalate the request to the next level of manager in their chain of command.
 - b. Cancellation of Leave Request.** Employees may cancel a leave request prior to its approval. An employee may request to cancel an approved leave request, but the cancellation must also be approved either orally or in writing, and if orally, followed up in writing. In addition, the cancellation must be made prior to the scheduled leave and as far in advance as possible. Supervisors have discretion to deny a request to cancel previously approved leave where permitting the cancellation would have a significant negative impact on the business of the Court, including, but not limited to, when alternative coverage has already been secured in reliance upon the preapproved absence and cannot be cancelled without incurring a financial penalty.
 - c. Vacation, Floating Holiday, and Compensatory Time Use.** In accordance with POPR Sections 11.5.3 and 11.5.4, employees shall request vacation leave and use of compensatory time as far in advance as possible. Approval is subject to Court operational needs.
- 5. AUTHORIZED SICK LEAVE.** Authorized sick leave is leave that meets the requirements of this section with respect to (a) proper notice, and (b) compliance with sick leave review, where applicable, as detailed below.

- a. **Notice.** If an employee has not received prior approval to use sick leave, they must follow the established call-in procedures for their section, giving the Court as much notice as possible. If an employee fails to comply with this requirement, the Court may treat the absence as an unscheduled absence rather than as authorized sick leave.
- b. **Medical Evidence of Sickness or Injury.** In addition to the notice detailed in section 5(A) above, an employee who is on sick leave review pursuant to section 7 below must also provide the required medical evidence of sickness or injury. If an employee fails to comply with this requirement, the Court may treat the absence as an unscheduled absence rather than as authorized sick leave, in addition to any other consequences to which the employee may be subject for their failure to comply with the provisions of section 7.

In order for employees to use their accrued sick leave without the occurrence being counted as an unscheduled absence, they must comply with the following procedures:

- If employees call in sick on a day for which an advance leave request was previously denied, the Court may require medical verification for their absence.
- If employees call in sick on a day contiguous to a holiday weekend (for example, the Friday or Tuesday adjacent to the Martin Luther King Jr. Day weekend), the Court may require medical verification for their absence.

If an employee's use of sick leave does not comply with this section, the Court may treat it as an unscheduled absence.

- c. **Reporting Authorized Sick Leave for Payroll Purposes.** If an employee requests to use sick leave in advance of the day it is used, the request may be made for any amount of time in fifteen (15) minute increments. If an employee notifies the Court of using sick leave on the same day it is used, sick leave must be used in half-day or full-day increments, based on the length of that employee's workday. If an employee becomes ill during the workday and is approved to leave work, the Court will charge the remainder of the workday to the employee's sick leave balance, rounded to the nearest quarter hour (15 minutes).
- 6. UNSCHEDULED ABSENCES AND TARDINESS.** The Court recognizes that some absences cannot be scheduled in advance. If it is not possible to pre-schedule an absence (including a late arrival or early departure), employees must:
- Notify their supervisor as soon as they become aware that they will be absent or tardy;
 - Give the reason for the absence, including whether the absence is for Protected Leave;
 - Give an estimate of how long the absence will be;
 - If the absence is continuous or lengthy, employees should notify their immediate supervisor or another manager in their chain of command on a daily basis, unless otherwise noticed by their supervisor or Human Resources.
- a. **Notification of Unscheduled Absence or Tardiness.** If an employee is unable to report to work as scheduled, the employee is expected to use the normal call-in procedure established for their unit (e.g., leave a message on the call-in line for their respective unit/division). A person other than the employee may not call on behalf of the employee, except in an

emergency. Failure to provide this notification may cause the absence to be recorded as Unauthorized Leave Without Pay, and could lead to disciplinary action.

Employees who do not follow the proper attendance notification procedure to notify the Court that they will be absent or tardy will be considered a “no call, no show” and their timecard will reflect Unauthorized Leave Without Pay. Progressive discipline may be initiated for repeat offenses. Repeat “no call, no shows” may result in the employee being deemed to have abandoned their job, pursuant to section 32 of this MOU.

- b. Reporting Unscheduled Absences for Payroll Purposes.** In appropriate circumstances, and consistent with the definitions and policies set forth in this MOU and in the Court’s Personnel Organization, Policies, and Rules, employees may be permitted to use accrued leave balances to be paid for unscheduled absences. In no event, however, will an employee be permitted to use sick leave for an unscheduled absence that does not meet the definition of sick leave as set forth in section 11 of this MOU.

Employees whose unscheduled absences are the result of Protected Leave will be paid in accord with the policies applicable to the appropriate leave type, assuming they have sufficient leave of that type available.

- c. Reporting Tardiness for Payroll Purposes.** When employees report to work late, they shall notify their supervisor as required in Section 6(A). The tardiness will be treated as Unauthorized Leave Without Pay unless under the definitions and policies in this MOU or the Court’s Personnel Organization, Policies, and Rules it would be permissible for the employee to use an appropriate accrued leave balance to account for the time. Employees whose tardiness is the result of Protected Leave will be paid in accord with the policies applicable to the appropriate leave type, assuming they have sufficient leave of that type available.

However it is coded, tardiness will be charged in one quarter (1/4) hour increments rounded to the nearest one quarter (1/4) hour. Tardiness of seven (7) minutes or less will not be charged to an employee’s leave balance nor treated as Unauthorized Leave Without Pay, but may still subject an employee to discipline as described in section D below.

Tardiness may not be made up by working through rest periods or after the regular shift time. Exceptions:

- i.** If the business needs of the Court allow, an employee may, at the discretion of their supervisor, add time to the end of their shift to make up for their tardiness.
- ii.** In some instances, an employee may, at the discretion of their supervisor, be permitted to reduce a 1-hour lunch period by a corresponding amount to account for their late time. However, this may not always be possible given the business needs of the Court, and it should be an exception, not a standing practice.

If employees fail to notify their supervisor as required, their pay will be reduced in one quarter (1/4) hour increments rounded to the nearest one quarter (1/4) hour and charged as Unauthorized Leave Without Pay.

Notwithstanding the above, if the tardiness is in 1-hour increments, and if the employee has available Personal Leave, then the employee may charge the tardiness to Personal Leave rather than Unauthorized Leave Without Pay.

- d. Disciplinary Action as Result of Unscheduled Absences or Tardiness.** This section does not apply to unscheduled absences or tardiness that occur as a result of Protected Leave or authorized sick leave.

Notwithstanding the foregoing sections 5(B) and 5(C), an employee may be subject to discipline for excessive unscheduled absences or tardiness or unscheduled absences or tardiness that significantly affect the business of the Court, even if the employee is permitted to use an accrued leave balance to account for the time out of the office. The fact of payment for an unscheduled absence or tardiness does not excuse the unscheduled absence or tardiness.

Supervisors, Managers, Division Chiefs, Directors, and Human Resources will monitor unscheduled absences and tardiness. In determining whether to administer discipline, the business needs of the Court shall be the primary consideration. Other considerations include, but are not limited to:

- The employee's prior history within the past twelve (12) months of unscheduled absences and tardiness, including number, length, and patterns;
- The length of the tardiness; and
- Whether the employee had requested leave and was denied during the same period of the unscheduled absence or tardiness.

Regardless of any other factors, any employee who has more than ten (10) instances of tardiness in a six-month period shall be subject to discipline.

- 7. MEDICAL EVIDENCE OF SICKNESS OR INJURY/SICK LEAVE REVIEW.** This section does not apply to unscheduled absences or tardiness that occur as a result of Protected Leave or to authorized sick leave as herein defined.

The Court Executive Officer or appointing authority, as a condition of permitting an employee to use accrued sick leave balances to receive pay for an unscheduled absence or tardiness that meets the definition of "sick leave" set forth in section 11 of this MOU, may require medical evidence of sickness or injury, which may include a statement from a medical provider and/or medical clearance to return to work.

The Court Executive Officer's authority to require medical evidence of sickness or injury is subject to the following conditions:

- Except upon the conditions listed in this section and in Part 5, above, the Court Executive Officer may require medical verification of sickness or injury for use of sick leave with prior notice to the employee and for good cause.
- If an employee has any of the following due to sick leave in a 6-month period, they may be placed on "sick leave review."
 - Two (2) unscheduled absences;
 - Five (5) instances of tardiness of 30 minutes or more;
 - Seven (7) instances of tardiness of fewer than 30 minutes; or
 - One (1) unscheduled absence and three (3) instances of tardiness, regardless of length.

- Notwithstanding any other provision of this MOU, the Court may place on sick leave review any employee who has more than five (5) instances of authorized sick leave in a three (3) month period.

Employees must be noticed that they are being placed on sick leave review. Under the terms of sick leave review, the CEO may require medical evidence for any unscheduled absence or tardiness due to sick leave, or as otherwise detailed in this section. Once an employee on sick leave review records no unscheduled absences or tardiness due to sick leave in a six (6) month period, they shall be removed from sick leave review. Otherwise, at its discretion, the Court may remove an employee from sick leave review if it appears the attendance issue has been resolved.

If an employee does not provide the medical evidence upon request, the absence will be charged as Unauthorized Leave Without Pay and the employee may be subject to discipline for failure to comply with this section.

- E. CONVERSION OF WORK WEEK FROM 37.5 TO 40 HOURS.** Employees in classifications converting to a 40-hours work week shall carry over their vacation and sick leave, and, subject to Section 9(A) of this MOU, floating holiday balance in the same number of days and fractions of days recorded for the 37.5 hour work week. For compensatory time, the same number of hours and fractions of hours recorded for the 37.5 hour work week shall be carried over for the 40 hour work week subject to Section 7(F).
- F. REST PERIODS.** No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any right to overtime be accrued for rest periods not taken. There is no obligation upon the Court to provide facilities for refreshments during the rest period, or for procurement thereof.

Each employee shall be granted a rest period of 15 minutes during each work period of more than 3 hours duration; provided, however, that rest periods are not scheduled during the first or last hour of such period of work. Such rest periods for courtroom personnel shall be scheduled at the discretion of the Judge/Commissioner.

SECTION 7. OVERTIME

- A. OVERTIME WORK DEFINED.** Overtime work shall be defined, as in the federal Fair Labor Standards Act (FLSA), as all work performed in a work week in excess of the normal full-time hours worked in that work week for the job classification. As per the FLSA, paid time off is not considered "hours worked" and therefore shall not count toward the accumulation of the workweek for purposes of entitlement to overtime. However, holidays worked and holidays which fall on an employee's regularly scheduled workday shall be counted as "hours worked" for purposes of calculating overtime.
- B. OVERTIME AUTHORIZATION.** Work for the Court by an employee at times other than those scheduled pursuant to Section 6(A) shall be approved in advance, in writing, by the Court Executive Officer, or in cases of unanticipated emergency, shall be approved by the Court Executive Officer after such emergency work is performed. No employee shall perform overtime work unless such overtime work has been approved by the Court Executive Officer or designee.

EXCEPTION: Pre-approval is not required and overtime shall be approved for an employee assigned to work in the courtroom and whose work hours exceed his or her normal work week because the bench officer kept the court in session either during the employee's normal meal break or at the conclusion of the employee's work day.

C. RATES DEFINED.

1. For the purposes of this section, the hourly rate shall be defined as follows:
 - a. For employees working a 37.5-hour work week or 37.5-hour work week base, the hourly rate shall be the biweekly rate divided by 75.
 - b. For employees working a 40-hour work week, or 40-hour work week base, the hourly rate shall be the biweekly rate divided by 80.
 - c. For employees working on an hourly rate basis, the hourly rate is reflected in the Court's published salary schedule.
2. For purposes of this section, the FLSA regular rate shall be defined as follows: An employee's regular rate shall include in addition to their hourly rate as defined in C (1) any applicable footnote and any applicable premium payment pursuant to Section 12 and Section 13(B) of this MOU.

D. OVERTIME PAYMENT. Employees shall be compensated for overtime work either in cash or in compensatory time at the option of the Court Executive Officer as follows and consistent with subsection F:

1. For classifications with a 37.5-hour work week or a 37.5-hour work week base employees shall be compensated at time and one-half for all time worked in excess of 37.5 hours worked in a work week.
2. For classifications with a 40-hour work week or a 40-hour work week base employees shall be compensated at time and one-half for all time worked in excess of 40 hours worked in a work week.
3. The method of compensation for cash payment of overtime worked shall be as follows: Employees covered by the overtime provisions of the FLSA shall be paid time and one-half for overtime worked as provided in subsection D based on the hourly rate defined in subsection C (1) provided, however, that time and one-half the employee's FLSA regular rate defined in subsection C (2) shall be paid for all hours actually worked in excess of 40 hours (excluding holidays and paid leave time) in an employee's designated work week.
4. There shall be no overtime payment unless the employee has actually worked either 37.5 or 40 hours in said work week, depending on the employee's classification.

E. WHEN OVERTIME SHALL BE PAID. Compensation for overtime work shall be paid no later than the end of the pay period next succeeding the pay period in which the overtime was earned.

F. WHEN COMPENSATING TIME OFF MAY BE TAKEN OR PAID. Compensating time off earned on or after April 15, 1986 may be accrued to a maximum of 150 hours, and any employee who has

accumulated 150 hours of compensatory time off shall be paid in cash for all subsequent overtime worked until such time as the employee's compensating time off balance is reduced below 150 hours.

EXCEPTION: An employee may exceed the 150-hour maximum when an emergency or other unusual circumstance exists and approval has been obtained from the Court Executive Officer to grant compensating time off in excess of 150 hours.

Scheduling of compensating time off shall be by mutual agreement of the employee and the Court Executive Officer provided that he/she may require that an employee adjust their work week in order to avoid overtime.

An employee covered by the overtime provisions of the FLSA who has accrued compensating time off in accordance with this subsection shall upon separation from Court service be paid for unused compensating time off at a rate of compensation not less than the average regular rate, as defined above, received by such employee during the last 3 years of employment or the final regular rate received by such employee, whichever is higher.

SECTION 8. LEAVES OF ABSENCE

- A. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the Court, except as hereinafter provided.
- B. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to his supervisor a copy of their military orders which specify the dates and duration of such leave. Time spent on military leave shall be included in determining eligibility to occupy a classification based upon length of service. If such an employee has been continuously employed by the Court for at least one year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:
1. Paid military leave which may be granted during a fiscal year is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.
 2. During the period specified in 8(B)(1) above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
 3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
 4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.
- C. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Court Executive Officer may grant an employee a leave of absence without pay from their position to permit the employee to temporarily fill a position that is vacant as the result of another employee's military leave of absence.

D. EDUCATIONAL LEAVE. A leave of absence without pay may be granted by the Court Executive Officer upon the request of the employee seeking leave for the purpose of education, but such leave shall not exceed a period of one year. Such a leave is unlikely to be granted unless the requesting employee has exhausted all applicable accrued leave, including vacation, floating holidays, paid leave, compensatory time, and prepaid vacation buy.

E. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA. Sufficient paid leave shall be granted to an employee for travel between the work place and the Court while serving on jury duty or in answer to a subpoena as a witness. Compensation for any employee regularly scheduled to work less than the normal work week for the job classification shall be prorated within a pay period in which leave is granted, based upon a proportion of the hours which would have been worked during that pay period but for the leave to the normal full-time pay period for the job classification.

Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be deposited with the Finance and Facilities Division. Any person assigned an afternoon or evening shift shall be entitled to equal time off as leave with pay from their next regularly scheduled shift for all time spent serving on jury duty, or answering a subpoena as a witness and for traveling to and from court.

When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half their regularly scheduled shift, the employee shall report to work and their jury duty pay under this section shall be reduced accordingly. If the employee fails to report as set forth herein, he/she shall be docked for the balance of the day.

F. PARENTAL LEAVE.

1. Definition. Parental leave is an unpaid absence from an employee's class and position, granted an employee to care for their newborn child or newly adopted child.

2. Duration and Conditions. An employee may be granted parental leave for up to four months, the dates of which are to be mutually agreed upon by the employee and the Executive Officer or the appointing authority. An employee may elect to take accrued vacation or compensatory leave during the period of leave.

3. Exceptions. The Court will comply with State and Federal law where leaves granted by statute exceed those granted by the Court.

G. DEATH IN IMMEDIATE FAMILY. The Court Executive Officer may grant a leave of absence with pay to a regular Court employee if there is a death in the employee's immediate family. Such leave may be granted for a period of up to 5 days, subject to a cap of 10 calendar days per calendar year.

For purposes of this section, "immediate family" means mother, step-mother, father, step-father, husband, wife, domestic partner (upon submission of an affidavit as defined in Appendix B), son, step-son, daughter, step-daughter, unborn child, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt or any other person sharing the relationship of in loco parentis.

Entitlement to leave of absence under this section shall be only for all hours the employee would have been scheduled to work for those days granted, and, insofar as the days are

concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

- H. LEAVE FOR PARTICIPATING IN EXAMINATION PROCESS.** Upon 48 hours advance notice by the employee to their supervisor, an employee shall be granted paid leave while participating in a Superior Court of Alameda County examination, which is scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the testing site. Examinations for jurisdictions other than the Superior Court of Alameda County are exempted from this provision.
- I. LEAVE FOR PARTICIPATING IN THE SELECTION OR TRANSFER PROCESS.** Upon 24 hours advance notice by the employee to their supervisor, an employee who has received an invitation for a Superior Court of Alameda County interview or an employee who must be interviewed as part of an interdepartmental transfer shall be granted paid leave while participating in the interview scheduled during the employee's work hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the site of the interview. With prior notice to the employee, the Court Executive Officer may require written verification of an interdepartmental transfer interview. Interviews for jurisdictions other than the Superior Court of Alameda County are exempted from this provision.
- J. LEAVE FOR EMPLOYMENT WITH THE UNION.** Upon written certification from the Union and the agreement of the Court Executive Officer, up to two employees at any one time who are subject to this MOU shall be granted a leave of absence without pay for a period of up to six months in a calendar year to work for Local 1021. At the end of such leave the employee shall be returned to their same classification in the Court.

SECTION 9. HOLIDAYS

- A. JUDICIAL HOLIDAYS.** Employees covered by this MOU shall be entitled to paid holidays for days observed as judicial holidays pursuant to State law and the California Rules of Court. Presently those holidays are:

New Year's Day	Independence Day
Martin Luther King Jr.'s Birthday	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Cesar Chavez Day	Thanksgiving
Memorial Day	Day after Thanksgiving
	Christmas Day

- B. FLOATING HOLIDAY.** Employees covered by this MOU shall be entitled to three (3) floating holidays per calendar year. Floating holidays are to be scheduled by mutual agreement of the employee and their supervisor and taken within the calendar year. When a written request for a floating holiday is submitted, the Court Executive Officer or designee shall respond in writing within 14 calendar days or

shall schedule the floating holiday as requested by the employee. Employees hired on or after July 1 of any calendar year are not eligible to receive the floating holidays in that calendar year.

- C. **VALUE OF A HOLIDAY.** The value of a holiday which falls during a pay period is 1/10th of an employee's time spent in paid status during such the pay period, excluding overtime. The maximum value of a holiday is 7.5 hours for a classification normally scheduled to work 75 hours per pay period or 8 hours for a classification normally scheduled to work 80 hours per pay period.
- D. **HOLIDAYS OBSERVED ON WORK DAYS.** If January 1; February 12 ("Lincoln's Birthday"); March 31 ("Cesar Chavez's Birthday"); July 4; November 11 ("Veterans Day"); or December 25 fall on a Saturday, said holiday shall be observed on the preceding Friday. If any of the holidays enumerated in this subparagraph fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by the Court, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.
- E. If the Judicial Council changes holidays or the dates that holidays are observed the Court is permitted to comply with the Judicial Council order without adding additional holidays.
- F. **HOLIDAY COMPENSATION.**
 - 1. **Full-Time Employees.**
 - a. Holidays not worked by full-time employees shall be compensated at straight time.
 - b. If an employee works on a holiday, as defined in this section, and that work results in overtime as defined in Section 6(B) of this MOU, said employee shall be compensated as provided in Section 7 of this MOU.
 - 2. **Part-time Employees.**
 - a. The compensation for holidays not worked shall be at straight time, prorated each pay period in which a holiday occurs, based upon a proration of the hours that would have been worked within the pay period, but for the holiday, to the normal full-time period for the job classification. Such an employee may, in writing, with a minimum of seven calendar days' notice to the Court, elect to use accrued vacation and/or compensatory time off to replace a decrease experienced in the employee's regular biweekly salary due to a prorated holiday.
 - b. Employees shall be compensated for hours worked on holidays defined herein at one and one-half times the normal hourly rate.
- G. **ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, except for a floating holiday, an employee must be on paid status on the employee's scheduled work day before and the employee's scheduled work day after the holiday.
- H. **EXEMPT WORK SITUATIONS.** Time spent in study courses, seminars and meetings of professional groups is exempt from the provisions of this section.

SECTION 10. VACATION LEAVE

A. VACATION ACCRUAL

1. **Accrual Schedule.** Each person in the service of the Court shall accrue vacation leave according to the following schedule. An employee who is regularly scheduled to work less than the normal work week for the job classification shall accrue vacation leave according to the following schedules, except that the vacation accrual entitlement shall be prorated each pay period based upon a proration of the hours worked within that pay period to the normal full-time pay period for the job classification. Vacation pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period.
 - a. Two Weeks Accrual - .385 working days for each biweekly pay period on paid status until completion of 104 biweekly pay periods (4 years) of continuous employment up to a maximum accrual of 20 days.
 - b. Three Weeks Accrual - .577 working days for each biweekly pay period on paid status after completion of 104 biweekly pay periods (4 years) of continuous employment and until completion of 286 biweekly pay periods (11 years) of continuous employment up to a maximum accrual of 30 days.
 - c. Four Weeks Accrual - .769 working days for each biweekly pay period on paid status after completion of 286 biweekly pay periods (11 years) of continuous employment and until completion of 520 biweekly pay periods, (20 years) of continuous employment up to a maximum accrual of 40 days.
 - d. Five Weeks Accrual - .962 working days for each biweekly pay period on paid status after completion of 520 biweekly pay periods (20 years) of continuous employment up to a maximum accrual of 50 days.
2. **Cash Payment in Lieu of Vacation Leave.** An employee who leaves Court service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in the Court's published salary schedule, for unused vacation accrued to the date of their separation provided that such entitlement shall not exceed the employee's applicable maximum accrual as set forth in Subsection 10(A).

An employee may accrue vacation hours in excess of the applicable maximum vacation accrual cap during the calendar year, but employees may not carry vacation hours in excess of the cap into a subsequent calendar year. At the end of each calendar year, any unused vacation hours in excess of the applicable accrual cap shall be forfeited, and the employees' vacation leave balance shall be reduced back to the cap.

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels that permit further vacation accrual. The Court Executive Officer or designee shall make every effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which will permit further vacation accrual.

- B. DATE WHEN VACATION CREDIT STARTS.** Vacation credit begins on the first day of employment.
- C. EFFECT OF LEAVE WITHOUT PAY ON VACATION ACCRUAL.** Vacation is not earned while an employee is absent on leave without pay.
- D. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** The following types of absences shall not be considered an interruption of continuous service for the purpose of this section:
- absence on authorized leave with or without pay,
 - time during which a person is laid off because their services are not needed, and
 - time during which a person is temporarily not employed by the Court, if followed by reemployment within three years in the case of persons reemployed on or after July 1, 1975, or if followed by reemployment within one year in the case of persons reemployed prior to July 1, 1975.

However, the period of time such employee is absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such years of continuous employment for the purpose of this section. Exception: persons who reemployed prior to July 1, 1975, after one year and within three years from the date such break in service commenced shall, after completing ten years of uninterrupted service following such reemployment, receive credit for all prior service in determining eligibility for vacation entitlement at the rate of .769 working days for each biweekly period.

- E. WHEN VACATION LEAVE MAY BE TAKEN.** Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave.
- 1. Vacation Seniority.** An employee's seniority for purposes of scheduling vacation is based upon total Court and County service among those in the same classification within a vacation scheduling unit. If an employee changes their scheduling unit and/or classification, total Court and County seniority by classification would apply within the new scheduling unit. Promotion within a flexibly staffed position for purposes of vacation seniority will not be considered a change in classification.
 - 2. For Full-Time Employees.** Except as provided in Section 10(E)(4), vacation shall be scheduled by mutual agreement of the employee and their supervisor. In the event of conflicting requests from employees, the matter shall be decided in favor of the employee having the longest Court/County service in a classification within a vacation scheduling unit. Subsequent vacation requests within the same calendar year shall be resolved in favor of the most senior employee who has not, by virtue of their senior position, previously had such a conflict resolved in their favor during the calendar year. In the event of vacation schedule conflict among employees, all of whom have, by virtue of their senior position, had such conflicts resolved in their favor during the calendar year, the senior employee who has had the least number of such conflicts resolved in their favor shall prevail. When written submission of a vacation request is required pursuant to this paragraph 2, the Court Executive Officer or designee shall respond within 20 calendar days in writing or shall schedule the vacation requested by the employee.
 - 3. For Part-Time Employees.** Any employee scheduled to work less than the full-time work week and two-fifths or more time for the job classification may, at the discretion of the Court Executive

Officer be included in a vacation scheduling unit with full-time employees in the same job classification, and in such cases both the full-time and the less than full-time employees shall have conflicting requests resolved according to the procedure indicated herein.

4. Alternative Scheduling Procedure. If vacation scheduling pursuant to Section 10(E)(2) or 10(E)(3) is impractical due to the size of the vacation scheduling unit involved or other reasons, the following procedures shall apply:

- a. In a month established by the Court Executive Officer, any employee may submit up to three choices of preferred vacation period for the subsequent 12 months. The Court shall approve such choices on the basis of employee seniority as set forth in Section 10(E)(2).
- b. The Court shall post a list of approved and scheduled vacations no later than four weeks following the end of the designated month in which the vacation requests were due.
- c. Any employee who fails to submit a choice or choices or any new employee who misses the sign-up period for the Court shall schedule vacations by mutual agreement pursuant to this section provided that such vacation scheduled by mutual agreement shall not supersede any vacation scheduled by submission.

In the administration of this section, the Court shall post seniority lists; lists of the number of employees by classification allowed to be on vacation at one time or for any period; and blank calendars or other means which shall make it possible for employees to submit their three choices and to determine which employees have applied for which vacation periods.

5. Vacation Leave Segments. An employee shall be allowed to divide their vacation leave in any calendar year into four segments. The supervisor, at their discretion, may grant an employee additional segments of vacation in increments of at least one hour or more. These segments are to be in addition to any segments of vacation leave used as personal leave as defined in Section 10(F).

F. PERSONAL LEAVE. An employee shall be allowed two days in any calendar year from their regular vacation allowance for personal leave. The Court Executive Officer shall not deny a request for this leave except for reasons critical to the operation of the Court. Such personal leave shall be taken in segments of one hour or more.

G. RATE OF VACATION PAY. Compensation during vacation shall be at the same rate of pay that an employee would have been entitled to receive, including premium pay, if in active service during the vacation period.

H. VACATION PURCHASE PLAN. All full-time employees subject to this MOU may elect to purchase one or two additional weeks of vacation above their regular entitlement as set forth in Section 10(A). The additional vacation may be purchased in the following manner: During Benefits Open Enrollment of any year, eligible employees may elect to purchase one or two weeks of additional vacation over and above their regular entitlement. The additional vacation, once purchased, may be taken with the employee's regular vacation entitlement.

1. Except for Personal Leave granted under Section 10(F), purchased vacation must be utilized before vacation balances accrued pursuant to Section 10(A) are utilized. If an employee has

exhausted vacation balances accrued pursuant to Section 10(A), then purchased vacation may be utilized for Personal Leave granted under Section 10(F).

2. For purposes of cash payment of vacation leave, purchased vacation time shall be treated the same as accrued vacation time and shall be subject to the cash payment limitations of Section 10(A).
3. Employees cannot purchase additional vacation if their purchased vacation balance during Open Enrollment exceeds five days.
4. Employees who change status from eligible status to purchase vacation to a non-eligible status will be paid for any purchased vacation balance.

I. VACATION TRANSFER BETWEEN COURT EMPLOYEES.

Married couples or domestic partners who are employed by the Court may elect to transfer up to five days of their accrued vacation leave balances to their spouse or domestic partner (as defined in Appendix B) per each event of maternity, paternity and adoption.

- J. VACATION SELLBACK.** Full-time employees may elect to receive equivalent cash payment for up to two vacation days during each fiscal year. Employees who are regularly scheduled to work less than full time may elect to receive a pro-rated share of the equivalent cash payment based upon a proration of the scheduled work hours per week to the normal full-time work week for the classification.

SECTION 11. SICK LEAVE

- A. SICK LEAVE DEFINED.** As used in this section, "Sick Leave" is a leave of absence because of any of the following: (i) illness or injury which renders him/her incapable of performing their work or duties for the Court; (ii) their exposure to contagious disease; and (iii) routine medical or dental appointment of the employee.
- B. EMPLOYEE DEFINED.** As used in this section, "Employee" means any person, holding a regular appointment in the Court service, and otherwise subject to the provisions of this Memorandum of Understanding.
- C. SELF-INFLICTED INJURY EXCLUDED.** Absence due to purposefully self-inflicted incapacity or injury is not a basis for granting either sick leave or sick leave with pay.
- D. SICK LEAVE - DAYS OR FRACTIONS OF DAYS.** Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

E. SICK LEAVE ACCRUAL

1. Accumulation of Sick Leave

- a. For full time employees with a 40 hour work week: Each employee shall accumulate sick leave with pay entitlement at the rate of one-half work day for each full bi-weekly pay period on paid status up to a maximum accumulation of 150 days of unused sick leave with pay entitlement.
- b. For full time employees with a 37.5 hour work week: Each employee shall accumulate sick leave with pay entitlement at the rate of one-half work day for each full bi-weekly pay period on paid status up to a maximum accumulation of 150 days of unused sick leave with pay entitlement.
- c. For part-time employees with a 40 hour work week base: Each employee who is regularly scheduled to work less than the full time 40 hour work week base shall accrue sick leave pursuant to Section 11(E)(1)(a) above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour work week base up to a maximum accumulation of 150 days of unused sick leave with pay entitlement.
- d. For part-time employees with a 37.5 hour work week base: Each employee who is regularly scheduled to work less than the 37.5 hour work week base shall accrue sick leave pursuant to Section 11(E)(1)(b) above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 37.5 hour work week base up to maximum accumulation of 150 days of unused sick leave with pay entitlement.

F. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who has, within three years of the date of layoff, returned to Court service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to section 11(E) (cumulative sick leave subsection), restored to him/her for use as provided in this section.

G. CONVERSION OF SICK LEAVE TO VACATION. When an employee's sick leave balance accrued pursuant to subsection 11(E). (Cumulative Sick Leave) reaches 150 days, 5 days shall be deducted from said sick leave balance and shall be converted to two (2) days of vacation. Said vacation shall be added to vacation balances accrued pursuant to Section 10(Vacation Leave), and shall thereafter be subject to the provisions of that section.

H. MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.

1. LIMITS ON DURATION OF MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.

- a. For employees who, as of June 25, 1979, completed the equivalent of 26 pay periods but less than 130 pay periods, the maximum aggregate lifetime eligibility for major medical supplement paid sick leave shall be as follows:
 - i. 22 days for those employed on a full time basis as of 6/25/79.

- ii. 22 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a less than full time basis.
- b. For employees who, as of June 25, 1979, completed the equivalent of 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:
 - i. 44 days for those employed on a full time basis as of 6/25/79.
 - ii. 44 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a **less than full time** basis.

2. CRITERIA WHICH MUST BE MET BEFORE GRANTING MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE. For employees continuously employed before July 1, 1975, who were otherwise granted the one-time non-recurring sick leave bonus made available to such employees, the Court Executive Officer in their sole discretion, may grant major medical supplemental paid sick leave in the instances in which:

- a. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 11.E hereof,
- b. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work,
- c. the work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties,
- d. the injury or illness was not incurred in the course of employment, AND
- e. the employee has not incurred a break in service subsequent to June 24, 1979.

3. MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE. The Court Executive Officer's determination to deny major medical supplemental paid sick leave shall be final and non-grievable.

- I. **MEDICAL REPORT.** When the Court Executive Officer determines within their discretion that there are indications of excessive use of sick leave or sick leave abuse, they may, consistent with Section 6 of this MOU, require medical evidence of sickness or injury as a condition of granting sick leave with pay. The evidence shall be in the form of a statement from an employee's physician acceptable to the Court. A diagnosis is not required as medical evidence of sickness or injury unless it is reasonable to believe that the employee's condition may endanger the health or safety of other employees and/or the public.
- J. **FAMILY SICK LEAVE.** Leaves of absence with pay because of sickness or injury in an employee's immediate family shall be granted by the Court Executive Officer or designee for up to (12) twelve days per calendar year to care for an immediate family member, to include the time reasonably necessary to arrange for care of the sick person by others and for medical and dental appointments, provided the employee has available accrued sick leave. Family Sick Leave shall be deducted from the employee's accrued and available sick leave. Part-time employees are entitled to use the applicable prorated amount of accrued and available sick leave. For the purpose of this Subsection, "immediate" family means mother, stepmother, father, stepfather, husband, wife, domestic partner (as defined in

Appendix B), son, stepson, daughter, stepdaughter, foster parent, foster child, person for whom the employee is a court appointed guardian or any other person sharing the relationship of in loco parentis; and when living in the household of the employee, a brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandchildren.

K. INDUSTRIAL SICK LEAVE SUPPLEMENT (“WORKERS’ COMPENSATION”). If an employee is incapacitated by sickness or injury received in the course of their employment by the Court, the employee shall be entitled to pay as follows:

1. Amount and Duration of Payment.

- a. **Full-time employees** shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the difference between 80% of their normal salary and the amount of any Workers’ Compensation temporary disability payments to which they are entitled during such incapacity. This period shall not exceed one calendar year from the date of sickness or injury resulting in the incapacity. Following one calendar year, cumulative sick leave may be granted to supplement temporary disability payments to provide the disabled employee a total of 80% of salary.

If the period of incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of 100% of their normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive cumulative sick leave pay, or any other accrued paid leave for scheduled work days as provided in subsection 11(E) hereof, for the first three work days of such incapacity.

- b. **Part-time employees** shall receive the Industrial Sick Leave Supplement on a prorated basis.

2. When Payments Shall be Denied. Payments shall not be made pursuant to subsection K.1. to an employee:

- a. Who does not apply for or who does not receive temporary disability benefits under the Workers’ Compensation Law,
- b. Whose injury or illness has become permanent and stationary,
- c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in their usual and customary position, and the employee has been declared a “Qualified Injured Worker” (QIW) and referred to vocational rehabilitation,
- d. Who is retired on permanent disability and/or disability retirement pension,
- e. Who unreasonably refuses to accept other Court employment for which he/she is not substantially disabled,

- f. Whose injury or illness is the result of failure to observe Court health or safety regulations or the commission of a criminal offense,
 - g. Whose injury or illness has been aggravated or delayed in healing because the employee failed to seek medical treatment or failed to follow medical advice, except where such treatment or advice has not been sought or followed because of the religious beliefs of the employee,
 - h. Whose injury or illness is a recurrence or reinjury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness; and
 - i. Who does not participate cooperatively in the Court's Disability Management Return-to-Work Program. "Participate cooperatively" means the employee communicates with the Court promptly and on a regular basis and performs the work of any modified assignment provided by the Court that's within the medical restrictions identified by the employee's physician.
- 3. Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this MOU at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
- 4. Leave for Medical Treatment.** Injured or ill employees shall be compensated for time lost to attend an initial medical evaluation for an industrial injury, whether this occurs on the date of injury or a later date. The employee is required to complete and file a Workers' Compensation Claim Form (DWC1) with Human Resources to receive the compensation.

Employees with an approved Workers' Compensation claim who have returned to work and whose physician recommends therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions for all claims:

- a. Treatments are authorized under Workers' Compensation;
- b. The therapy, diagnostic test, or treatment falls within the employee's normal working hours;
- c. The leave applies only to the actual treatment time and reasonable travel time to and from work. Reasonable travel time shall not exceed 30 minutes. Such leave shall be granted for up twelve (12) months following the date of the injury or until an employee has been declared permanent and stationary, whichever occurs first. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.
- d. Employees are eligible for Leave for Medical Treatment to attend a maximum of two therapy appointments, diagnostic tests, or treatment visits per week as authorized under Workers Compensation.

Effective January 1, 2019, an employee whose injury has reached the permanent and stationary or maximal medical improvement level or whose approved Workers' Compensation claim has been settled or stipulated (with or without future medical benefits) is not eligible for Leave for Medical Treatment.

SECTION 12. PREMIUM CONDITIONS

A. BILINGUAL PAY.

1. Employees who have passed the Qualified Bilingual Employee Exam in one language other than English will receive \$35 per pay period compensation. Employees who have passed the Bilingual Qualification Exam in three or more languages other than English will receive \$45 per pay period compensation. No employee shall be required to perform bilingual services unless that employee is receiving bilingual pay.
2. In addition to the amounts set forth above, any employee who certifies, and whose immediate supervisor approves, that the employee used a language other than English in connection with the business of the Court for at least 10 hours in a pay period will receive an additional \$15 compensation for that pay period.

SECTION 13. SPECIAL PERFORMANCE PAY FOR TEMPORARY ASSIGNMENT TO A HIGHER LEVEL POSITION

A. REQUIREMENTS. An employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher-level position provided that all of the following criteria are met:

1. The employee assumes the majority of the duties of the higher-level position as specifically assigned in writing by the Court Executive Officer or designee. For purposes of determining whether an employee is performing the majority of the duties of the higher class, the failure to prepare performance evaluations shall not be counted against the employee.
2. The assignment is made for the full shift of the higher-level position. Under the provisions of this section, part-time employees can only meet the "full shift" criteria by being assigned to a higher-level part-time position, or by being assigned to work the full shift of a full-time position.
3. The service equals or exceeds three (3) successive business days. The service in such position shall be compensated from the first full day of the assignment.

B. COMPENSATION

1. **Rate of Pay.** The rate of pay pursuant to this section shall be calculated as though the employee has been promoted to the higher-level position. Since out-of-class pay is earned pursuant to an assignment rather than a Court appointment, the employee is not eligible for step increases that apply to the higher level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position. Notwithstanding this restriction, however, the employee's rate of pay shall not be reduced during a continuous period of out-of-class assignment in the event that the salary range of the higher-level position increases.
2. **Paid Leave.** An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave only if:

- a. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.
 - b. An absence exceeds five consecutive work days, the employee shall be paid at the higher rate for the first five days of the absence, and shall be paid at the employee's regular non-out of-class rate for the remaining days of the absence.
 - c. Work assignments shall not be changed or rotated among employees for the purpose of evading this requirement of providing greater compensation to an employee who would otherwise be eligible for such pay as provided herein.
3. **Schedule.** An employee in a 37-1/2 hour classification who is assigned to a 40-hour higher level position may at the Court Executive Officer's discretion continue to work 37-1/2 hours. In that case, the employee shall be paid at the hourly rate of the higher level classification as if the employee were, in fact, promoted (see subsection 13(A)4. above). Likewise, an employee in a 37-1/2 hour position or a regular 40-hour position who is assigned to a higher level position which is on flextime schedule should, at the Court Executive Officer's discretion, continue to work a regular schedule, rather than revising the work schedule to match the flex schedule of the higher level position.
- Time worked in a higher-level assignment in excess of the workweek of the employee's appointed position shall be compensated pursuant to the provisions of Section 7 of this MOU.
4. No out of class assignment shall extend for more than 12 months.

SECTION 14. REPORTING PAY

If an employee is scheduled or directed to report for work and so reports and is told by the Court that their services are not required, he/she will be entitled to two hours pay at the straight time rate. If such employee is sent home through no fault of their own before completion of a shift, such employee will be entitled to a minimum of four hours of pay at the straight time rate, or straight time pay for hours actually worked, whichever is greater.

SECTION 15. HEALTH AND DENTAL PLANS

A. HEALTH PLANS

1. Health Plan Premiums for Full-Time Employees.

The Court shall provide at least two health plan options, one of which shall be Kaiser HMO. The Court will pay 100% of the premium for the lowest cost health insurance plan at the employee's chosen enrollment level and the equivalent amount towards other plans (percentage is prorated for part-time employees). The Court shall meet and confer with the bargaining unit if it considers changing medical providers.

The Court contribution toward the provider's premium shall be the full-time contribution provided that the employee is on full-time paid status. If the employee is on paid status on less than a full-time basis, the Court contribution shall be as specified in 14.A.2. Health plan coverage for employees regularly scheduled to work less than the normal workweek.

2. **Health Plan Premiums for Part-Time Employees.** Any employee who is regularly scheduled to work less than the normal workweek for the job classification shall be entitled to elect coverage under either the comprehensive group health plan by a health maintenance organization or one of the indemnity options as provided in Section 14.A.1. for full-time employees; provided, however, that the employee is on paid status at least 50% of the normal full-time workweek for the job classification.

The Court contribution toward the provider's charge for such plan shall be the full-time contribution prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification provided the employee is on paid status at least 50% of the normal full-time biweekly pay period for the job classification.

3. **Duplicative Coverage – Share the Savings Program.** Married employees and domestic partners, both employed by the Court, shall be entitled to up to one family membership and one employee-only membership or participation in the Share the Savings program.

Employees who have medical insurance coverage outside the Court may elect to participate in Share the Savings. If an employee verifies other coverage and elects no coverage through the Court medical plans, the employee is eligible for the following stipends:

STIPENDS		
IF YOU DECLINE...	AND ELECT...	YOU WILL RECEIVE A MONTHLY STIPEND OF...
All health plan coverage	No coverage	\$500
Family coverage	Single coverage	\$375
Family coverage	2-party coverage	\$250
2-party coverage	Single coverage	\$250

4. **Effect of Authorized Leave Without Pay on Health Plan Coverage:** Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment forms within thirty calendar days of the date they return to work. Deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the Court.

Those whose health plan coverage was allowed to lapse for a duration greater than three months will be able to re-enroll on the first day of the month following their return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods.

5. **Open Enrollment:** Eligible employees may choose from among two or more health plans.

B. DENTAL PLANS

1. Dental Plan Coverage for Full-Time Employees

- a. Premiums.** The Court shall pay 100% of the monthly contribution for dental premiums for employees covered by this MOU.
- b. Benefit Plans.** These benefit options shall be available as listed to the extent that the carrier continues to offer these benefits. The Court shall give notice to the Union of such benefit changes. Upon receiving such notice, the Union may request to meet and confer regarding a substitute benefit, but if a substitute benefit is not possible, as determined by the Court, the parties will meet and confer regarding the effect of such benefit changes.
 - i. An indemnity dental plan – Delta Premier.
 - ii. A pre-paid, closed-panel dental plan – DeltaCare USA.

Married Court employees (and domestic partners as defined in Appendix B), both employed by the Court, shall be entitled to one of the following coverages:

- One full family plan, or
- One employee-only coverage.

2. Dental Plan Coverage for Less Than Full-Time Employees

- a. Premiums.** The Court shall contribute the full cost of the premium for a dental plan for less than full-time employees and their eligible dependents, provided, however, that the employee is on paid status at least 50% of the normal full-time work week for the job classification.
- b.** The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees. To participate, an employee working in a classification normally subject to a 40-hour workweek must be on paid status at least 40 hours in each biweekly pay period, and an employee working in a classification normally subject to a 37.5-hour work week must be on paid status at least 37.5 hours in each biweekly pay period.

3. Effect of Authorized Leave Without Pay. An employee who is granted a leave of absence without pay, whose dental plan coverage has lapsed and who returns to work on paid status of at least half-time hours per pay period shall retain dental plan eligibility as further provided:

- a. Full-time employees whose dental plan coverage lapsed for a duration of three months or less,** will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin according to guidelines established by the Court.

Full-time employees whose dental plan coverage lapsed for a duration greater than three months will be re-enrolled on the first day of the month following their return to work in the same manner as is allowed for new hires with respect to the application of deductibles, maximums and waiting periods.

- b. Part-time employees regularly scheduled to work 50% time or more per pay period whose dental plan coverage lapsed for a duration of three months or less,** who return to work and work 50% time or more per pay period, will be re-enrolled as a continuing member in the dental

plan with respect to the application of deductibles, maximums and waiting periods. Coverage will begin according to guidelines established by the Court.

Part-time employees regularly scheduled to work 50% time or more per pay period, whose dental plan coverage lapsed for a duration greater than three months will be re-enrolled on the first day of the month following their return to work in the same manner as allowed for regularly scheduled part-time new hires with respect to the application of deductibles, maximums and waiting periods.

4. **Open Enrollment:** Eligible employees may choose from among these options during the annual Open Enrollment period. Premiums will be paid according to dependent status (single, two-party, or family).

SECTION 16. ALLOWANCE FOR USE OF AUTOMOBILES

- A. MILEAGE RATES PAYABLE.** Employees shall be reimbursed for the authorized use of personal vehicles on Court business at the standard business rate as prescribed by the Judicial Council of California. The mileage reimbursement rate shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Judicial Council of California.
- B. MINIMUM ALLOWANCE.** An employee who is required by the Court Executive Officer to use their private automobile at least eight days in any month on Court business shall receive a minimum of \$10 in that month for the use of their automobile.
- C. PREMIUM ALLOWANCE.** An employee who is required by the Court Executive Officer to use their private automobile at least 10 days in any month and, in connection with such use, is also regularly required to carry in their private automobile, Court records, manuals and supplies necessary to their job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12 per month for any such month.
- D. REIMBURSEMENT FOR PROPERTY DAMAGE.** If an employee who is required or authorized by the Court Executive Officer to use a private automobile on Court business incurs property damage to their automobile through no negligence of the employee, the Court shall compensate the employee for the damage only if all of the following is true:
 1. the employee is unable to recover the cost of the property damage from either their own insurance company or from any other driver, or other source;
 2. any claims the employee may have against their insurance company or any third party have been litigated or settled; and
 3. the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing the damage.

The employee shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Court Executive Officer within 30 days of such loss, damage or theft. The compensation shall not exceed \$500.

SECTION 17. WAGES AND OTHER COMPENSATION

- A. Effective January 6, 2019, or upon ratification, whichever is later, all represented classifications shall receive a 4% Cost of Living Adjustment, which shall accrue to all represented members' respective base rate of pay.
- B. Effective January 5, 2020, all represented classifications shall receive a 4% Cost of Living Adjustment, which shall accrue to all represented members' respective base rate of pay.
- C. Effective January 3, 2021, all represented classifications shall receive a 1% Cost of Living Adjustment, which shall accrue to all represented members' respective base rate of pay.
- D. When a represented employee is promoted, the Court will place that employee into the step of the employee's new classification that will result in no less than a 3% increase in the employee's hourly pay rate. For purposes of this section of the MOU, a "promotion" is movement into a new classification in which the upper end of the pay range exceeds the pay range of the employee's current classification.

SECTION 18. SAFETERROR! BOOKMARK NOT DEFINED.Y

- A. **DEPARTMENT OR OFFICE SAFETY COMMITTEES.** The Union shall have the right to participate in any and all existing departmental or office safety committees or in any other formal or informal arrangement relating to safety as may currently be in effect. The Union shall further have the right to initiate a safety committee or other formal or informal arrangement relating to safety as may be appropriate to the work situation where such committees or other arrangements do not currently exist.
- B. **COURT SAFETY COMMITTEE.** A Court Safety Committee of employee and management representatives will meet quarterly as needed to address workplace safety concerns. SEIU will designate up to three committee members to act on behalf of SEIU-represented classifications in the Court.
- C. **COURT TIME.** Full-time and less than full-time employees who have been formally designated as Union representatives pursuant to paragraph A. or B. above shall carry out their duties under this Section on Court time, provided, however, that the employee shall only be granted paid release time for meetings that occur during those hours which the employee is regularly scheduled to work.

SECTION 19. GRIEVANCE PROCEDURE

- A. **DEFINITION.** A grievance is defined as an allegation by an employee or group of employees that the Court has failed to provide a condition of employment which is established by this Memorandum of Understanding, provided that the enjoyment of such right is not made subject to the discretion of the Court; and, provided further, that the condition of employment which is the subject matter of the

grievance is a matter within the scope of representation as defined in Section 71634 of the California Government Code.

- B. EXCLUSIVE OF COURT RULES.** The grievance procedure herein established shall have no application to matters over which the Court rules apply. An allegation that the Court has failed to comply with its Personnel Organization, Policies and Rules, shall be subject to the grievance procedure found therein.
- C. REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances for full-time employees. For less than full time employees, the procedure shall be the same as herein except that the time limits for filing written grievances, appeals and responses shall be ten (10) calendar days.
1. An employee having a grievance shall first discuss it with his/her supervisor, and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
 2. If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with, and be assisted by, a representative of his/her own choice in this and all succeeding steps of this subsection C. and may thereafter file a grievance in writing with his/her second-level supervisor within seven (7) working days of such informal discussion with the immediate supervisor. Within seven (7) working days of receipt of any written grievance, the second-level supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file a written appeal with the Director designated by the Court Executive Officer to hear the particular appeal.
 3. The designated Director shall have thirty (30) working days after receipt of the written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee shall have fifteen (15) working days from receipt of the answer within which to request that the grievance be submitted for binding arbitration.

The request for binding arbitration must be in writing to the Court Executive Officer. An arbitrator will be selected by mutual agreement between the Court and the employee or his/her representative. If the Court and the employee or his/her representative are unable to agree on the selection of an arbitrator, they will jointly request the California State Mediation Service, the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of five qualified arbitrators. The Court and the employee or his/her representative shall then alternately strike names from the list—with the first strike determined by chance—until only one name remains, and that person shall serve as arbitrator. The employee and his/her representative shall have the right to be present at and to participate in the arbitration hearing. The cost of employing the arbitrator (and reporter, if any, if requested by the parties) shall be borne equally by the parties to the arbitration. All other costs such as (but not limited to) attorneys' fees and witness fees shall be borne only by the party incurring that cost.

The decision of the arbitrator is final. If requested by either party, the decision shall be accompanied by findings of fact or conclusions of law.

The arbitrator shall have no power to alter, amend, change, add to, or subtract from the language of the Court's Personnel Organization, Policies, and Rules, or any of the terms of any Memorandum of Understanding between the Court and one of its labor unions.

- D. UNION GRIEVANCE.** The Union may, in its own name, file a grievance alleging that the Court has failed to provide some organizational rights which are established by this Memorandum of Understanding, provided that such right is not made subject to the discretion of the Court. Such Union grievances shall be filed with the Director, Human Resources & Labor Relations and heard and determined pursuant to the provisions of the previous steps outlined in this Grievance Procedure.
- E. FINAL REVIEW.** The disposition of the grievance made by the Executive Officer shall be the final review step in this Grievance Procedure.
- F. EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit to the first step shall constitute an abandonment of the grievance. Failure of the Court to respond within the time limit at the first step shall result in an automatic advancement of grievance to the next step.
- G. LIMITATION OF STALE GRIEVANCES.** A grievance shall be void unless presented within 60 calendar days from the date upon which the Court has allegedly failed to provide a condition of employment or a Union organizational right. In no event shall any grievance include a claim for money relief for more than a 60-day period.
- H. EXCLUSION OF NON-RECOGNIZED ORGANIZATION.** For the purposes of this Section, the provisions of Section 1. of the Memorandum of Understanding shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Chapter 13.2.5 of the Court's rules, which is not a party to this Memorandum of Understanding, are specifically excluded from so acting. The Union shall be notified of all grievances filed pursuant to Section 18.C.2. In those cases in which the employee elects to represent himself/herself, or arrange for independent representation, the Court shall make no settlement or award, which shall be inconsistent with the terms and conditions of this Memorandum of Understanding. In the event that the Union shall determine that such inconsistent award has been made, the Union, on its own behalf, may file a grievance pursuant to paragraph C. of this Section for the purpose of amending such award.
- I. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who, because of dismissal, resignation, or layoff, is no longer an employee of the Court may file and pursue a grievance, provided that the grievance is timely filed as provided in subsection G. hereof, that the grievance is filed no later than 30 calendar days from date of issuance of the warrant complained of, that the issue would otherwise be grievable under this Section; and provided further, however, that under no circumstances may a former employee pursue any grievance unless it relates solely to whether such person's final pay warrants(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 20. DISABILITY INSURANCE BENEFITS

- A. PARTICIPATION:** The Court shall continue to participate in the State Disability Insurance (SDI) program.
- B. PAYMENT OF SDI PREMIUMS:** SDI premiums shall be shared equally by the employee and the Court.
- C. INTEGRATION OF SDI AND PAID LEAVES.**
- 1. Employee Options - Effective for Claims with a "Claim Effective Date" of January 1, 1995 or After.**
There are two options available to an employee who is otherwise eligible for disability insurance benefits, which are as follows:
 - a. Option 1:** Not applying for disability insurance benefits and using paid sick leave, vacation leave, compensating time off, floating holiday pay, or
 - b. Option 2:** Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such paid leaves shall include sick leave, vacation leave, compensating time off, floating holiday pay unless the employee provides written notice to Payroll to limit the integration to accrued sick leave only with SDI benefits. The choice to integrate accrued sick leave only with SDI benefits may not be waived by the employee or the Court.
 - 2. Amount of Supplement.** The amount of the supplement provided in Section D. hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium conditions specified in Section 12 and applicable footnotes, and the "weekly benefit amount" multiplied by two and divided by 75/80.
- D. HOW A SUPPLEMENT TO SDI IS TREATED.** Hours, including fractions thereof, charged against the employee's accrued sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.
- E.** Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued sick leave, , vacation leave, compensating time off, and/or floating holiday balances as supplements to the normal pay period.
- F. HEALTH AND DENTAL PLAN COVERAGE IN CONJUNCTION WITH SDI:** For purposes of determining eligibility for the Court's medical contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, vacation leave, compensating time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which such supplement is paid.
- G.** The group health care providers will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, vacation leave, compensating time off and/or floating holiday balances, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Section 14. herein.

- H. HOLIDAY PAY IN CONJUNCTION WITH SDI.** If a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, vacation leave, compensating time off, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 21. NOTICE OF LAYOFF AND RECALL

The Court shall give reasonable notice to the Union before implementing any layoffs that would materially affect employees represented under this Agreement. Upon notification, the Union may meet and confer regarding the effects of the layoff. For purposes of this section, a layoff shall be a reduction in force for an indefinite period.

- A. NOTICE.** The Court shall give thirty (30) calendar days advance written notice to the Union in the event of layoffs or furloughs. The Court shall give fifteen (15) calendar days written notice to the impacted employees.
- B. ORDER OF LAYOFFS.** Layoffs shall be made by seniority within a classification, with the least senior employee being first laid off. Seniority shall be measured by the number of hours worked in the classification since the employee's most recent appointment (hire date). Order within the classification:
1. Volunteers within the affected classification;
 2. Temporary, probationary, and as needed employees;
 3. Per diem employees;
 4. Full Time employees and part time employees with seniority based upon paid hours. Part time employees who exercise their seniority must accept the available position.
- C. Lateral Movement/Displacement in Lieu of Layoff.** An employee in a classification affected by a reduction in force may, in lieu of layoff may elect to move to a position in an equal paying classification, where such vacancies exist and the Court has decided to fill the vacancy, provided that the employee has held tenure in that equal paying classification. In a situation where there are no vacant positions, an employee who has held tenure in an equal paying classification may displace another employee in an equal paying classification within the same Division, provided that the displacing employee has greater seniority than the employee who will be displaced. The employee who has held tenure in more than one equal paying classification does not have an option as to the class in which the displacement will occur, but will be permitted to move only into the class then filled by the employee with the least amount of total Superior Court or Superior Court and Alameda County service.
- D. Demotion in Lieu of Layoff.** An employee affected by a layoff may elect to demote to a lower paying classification, provided that such employee held tenure in the lower paying classification and there is a vacancy which the Court has decided to fill. An employee who has held tenure in a lower paying classification may displace another employee in a lower paying classification within the same

department, provided that the displacing employee has greater seniority than the employee who will be displaced.

E. Recall Rights

- 1. Recall List.** Employees with tenure in the class from which they were laid off, including employees who elect to take a demotion in lieu of layoff, shall have recall rights to future vacancies in such class if the Court intends to fill the vacancy. The names of laid off and demoted employees shall be placed, in inverse order of layoff, on a recall list established for the class. Names shall remain on the list for a period of thirty-six (36) months.

Employees on the recall list may request, in writing, to be designated for temporary or limited term assignments while they are laid off. An employee shall remain on the recall list even if they have accepted a temporary or limited term assignment.

Employees who are recalled shall have seventy-two (72) hours to accept or reject the recall notice and must report to work within fourteen calendar days after the recall notice. Recall notices shall be mailed to the last known address of the employee. It shall be the responsibility of the employee to update any contact information while on layoff.

- 2. Right to Compete for Promotion.** An employee who has recall rights shall have the same right to compete for promotional opportunities that they would have had if they had not been laid off or had not accepted demotion in lieu of layoff.
- 3. Recall List for Other Classes.** Employees laid off due to a general reduction in force, may upon request, have their name placed on the recall list for other classes in which the person previously held tenure. Names will be placed on such list(s) in order of seniority in total Superior Court or total Superior Court and Alameda County service.

Whenever a vacancy occurs in a class for which there is a recall list and the Court decides to fill the vacancy, the first person on the list shall be entitled to recall in the vacancy with full tenure rights and privileges. Employees who are recalled shall have seventy-two (72) hours to accept or reject the recall notice. Recall notices shall be mailed to the last known address of the employee. It shall be the responsibility of the employee to update any contact information while on layoff.

SECTION 22. EFFECT OF MANDATED FRINGE BENEFITS

If State or Federal law requires the Court to grant employees benefits or other terms and conditions of employment that duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth in this MOU, the provisions of this MOU so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and condition of employment becomes effective., The Court and the Union shall then meet and confer with regard to such benefit or other term and condition of employment in order to ensure that the State or Federal mandate does not result in an overall loss of benefits to employees.

SECTION 23. EDUCATIONAL REIMBURSEMENT

- A.** Upon the approval of the Court Executive Officer of any plan submitted by an employee to engage in job-related educational courses for the purpose of maintaining or upgrading the employee's skills on the job, or for preparing the employee for promotional opportunities, the Court shall reimburse the employee 100% of an approved educational expense up to a maximum Court payment of \$1000.

The maximum Court liability under this section shall not exceed \$10,000 per fiscal year. The Court agrees to carry over from fiscal year to fiscal year any unexpended funds from this provision up to a maximum fund balance of \$18,000. Employees shall receive educational reimbursement on a first come-first serve basis each fiscal year.

- B.** Reimbursement Requirements. Employees requesting to be considered for reimbursement, shall submit the following:

1. The educational plan or description of the course to their Director prior to or directly after registration in the course so that the Director can review the plan or course to ensure that the course is job-related.
2. A receipt of payment for fees incurred related to taking the course.
3. Proof of completion, which may either be a copy of their grade (must be a 2.0 or higher) or a statement on the school's letterhead verifying that the course has been completed and specifying the grade received.

- C.** Advance Reimbursement Due to Hardship. An employee who would like to request a reimbursement in advance of completing a course due to hardship must follow steps 3(a) and 3(b) and submit a written description of the hardship. Such hardship will be considered on a case-by-case basis and will not be unreasonably denied.

If the employee fails to provide proof of completion within 3 pay periods of the specified course end date, the total amount of money reimbursed must be repaid by a personal check or it will be deducted from the employee's paycheck.

SECTION 24. LIFE INSURANCE

Except for employees who are regularly scheduled to work **less than half the normal work week** for the job classification, basic group life insurance coverage of \$15,000 will be provided to each employee who meets the enrollment requirements.

SECTION 25. CATASTROPHIC SICK LEAVE PROGRAM

Program Summary: Employees may donate their accrued paid leave to another employee who has suffered a catastrophic illness or injury which prevents the employee from being able to work or from being able to work their regularly scheduled number of hours.

- A. DEFINITION.** Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

B. ELIGIBILITY. An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if he/she has suffered a catastrophic illness or injury, as defined, and has exhausted their paid leave.

1. A confidential medical verification including diagnosis and prognosis must be provided by the recipient employee to the Human Resources Division.
2. A recipient employee is eligible to receive 180 work days of donated time per employment.
3. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the Court's sole discretion and shall be final and non-grievable.

C. PROCEDURE

1. Recipient Employee

- a. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resources Division.
- b. A request may be initiated prior to the anticipated date leave balances will be exhausted.
- c. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
- d. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

2. Donor Employee

- a. Donations shall be made in full-day increments of 7.5/8 hours, and are irrevocable. Employees may donate unlimited amounts of time.
- b. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods.
- c. Retroactive donations are not permitted.
- d. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.

SECTION 26. VISION REIMBURSEMENT PLAN

Employees shall be eligible for biannual vision care reimbursement subject to the following criteria:

- The employee is eligible for reimbursement after six months of continuous employment working at least 50% time or more each pay period.
- The employee shall be reimbursed for the cost of either lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$200.00 in the twenty-four month period.
- Reimbursement will be made subject to applicable Court procedures and requirements.

SECTION 27. SAVINGS CLAUSE

If any provision of this MOU is held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall negotiate for the sole purpose of agreeing to a mutually satisfactory replacement for the provision.

SECTION 28. ENACTMENT

This MOU shall supersede and control over conflicting or inconsistent Court rules.

SECTION 29. NO STRIKE, NO LOCKOUT

During the term of this Agreement, SEIU Local 1021, its members and representatives agree that it and they will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of services.

The Court will not lockout employees during the term of this MOU.

SECTION 30. SENIORITY

- A. SENIORITY DEFINED.** Except for layoff and recall, which utilize classification seniority, seniority shall be measured by hours worked (paid status) using the total service for the Court (or the Court and Alameda County if the employee has worked in a classification assigned to the Court prior to January 1, 2001). Part time employees accrue seniority based upon hours worked (paid).
- B. SENIORITY LIST.** The Court shall maintain the seniority list through the preceding calendar year and provide it to a Union representative on or before March 31 of each calendar year, unless otherwise requested by a Union representative and/or Shop Steward.
- C. LOSS OF SENIORITY.** Seniority shall be terminated by:
1. Discharge for cause;
 2. Resignation;
 3. Failure to return to work from an approved leave of absence within three (3) days of the end of the leave;
 4. Layoff without recall for more than thirty-six (36) months.
- D. RETURN TO UNIT.** Any bargaining unit employee who accepts a non- bargaining unit position with the Court may return to the bargaining unit without a break in seniority provided that there is a vacancy to which he/she can return and that such return occurs within six (6) months of the acceptance of the non-bargaining unit position.

SECTION 31. PROBATIONARY PERIOD AND PROMOTIONS

A. NEW EMPLOYEES

The court requires a probationary period of one year beginning on the date of hire for regular full-time appointments into classifications covered by this MOU.

The court will conduct formal evaluations at three months, six months and eleven months during the probationary period. If the court determines a satisfactory performance level cannot be achieved during the probationary period, employees may be released from employment immediately. This section is not intended to, nor does it, alter or limit the authority of the Court Executive Officer under section 4.2.12 of the Court's Personnel Organization, Policies, and Rules.

If the Court permits a full-time probationary employee to continue working beyond their period on probationary status as defined in sections 4.2.11, 4.2.12, 4.2.13, and 6.1.3 of the Court's Personnel Organization, Policies, and Rules, the employee shall be deemed to have passed probation, unless the employee's probationary period has been extended as set forth herein.

Upon satisfactory completion of the probationary period, the probationary employee will become a tenured employee. The accrual of paid leave shall begin on the first day of employment.

If, at the time of a probationary employee's 11-month evaluation, it appears that the employee will not pass probation, the Court Executive Officer may, in their sole discretion, extend the probationary period for a new employee for a period not to exceed ninety (90) calendar days, provided the approval for an extension is made prior to the completion of the normal probation period. If probation is extended the union shall be notified.

Probation shall also be extended based on leaves of absence in excess of ten (10) working days, as set forth in section 4.2.11 of the Court's Personnel Organization, Policies, and Rules.

B. PROMOTED EMPLOYEES

Any employee who is promoted from one classification within the SEIU Local 1021 bargaining unit to another classification within the SEIU Local 1021 bargaining unit may choose to return to the classification held immediately prior to the promotion, provided all of the following conditions are met:

- A vacancy exists in the immediately prior classification and that vacancy has not been designated as being held open by the Presiding Judge or Court Executive Officer;
- The employee had achieved tenure in the prior classification;
- The employee has not yet passed probation in the current, promotional classification; and
- The employee was not on a Performance Improvement Plan in the immediate prior classification; did not, in the twelve (12) months prior to promotion, receive a less-than-satisfactory performance review; and did not, in the six (6) months prior to promotion, receive a Letter of Counseling or any formal discipline.

An employee who is permitted to voluntarily demote pursuant to this section has no right or expectation to be assigned to their former business unit, division, or Court location.

SECTION 32. JOB ABANDONMENT

Any employee who fails to report to work for three consecutive business days without notifying their supervisor/manager of the absence and/or following the established call-in procedure will be considered as having voluntarily resigned due to job abandonment unless there are exigent circumstances justifying the failure to report and notify. Before the resignation becomes effective, the Court Executive Officer or designee shall notify the Union representative, Chapter President and/or Shop Steward, and the affected employee when that employee is deemed to have abandoned their job.

SECTION 33. PROGRESSIVE DISCIPLINE

Discipline, up to and including termination shall be for cause. For purposes of this policy, "for cause" shall have the same meaning as that set forth in Government Code section 71651(b). Progressive discipline will normally include oral and/or written warning(s), reprimand and/or suspension before a termination is imposed. Disciplinary actions will generally follow a progressive discipline cycle, however, in a manner proportionate to the seriousness of the offense, the Court may omit one or more of the normal steps. Nothing in this section is intended to, nor does it, permit Letters of Counseling or Orders of Reprimand to be grieved.

SECTION 34. LMC

The Court and the Union, SEIU 1021, acknowledge their responsibility to pursue their common goal to provide the public with high quality service and equal access to the courts while also maintaining better day-to-day communications with one another. In recognition of both parties' mutual willingness to resolve problems and effectively maintain stable labor-management relations, a Joint Labor Management Committee (LMC) will be established under the following conditions:

1. There will be not more than six (6) Union representatives designated by the Union present, unless a greater number is mutually agreed upon in advance.
2. The LMC will meet every month or alternatively by mutual agreement. Representatives on the LMC shall be granted release time with pay when participating in LMC meetings during their normal work schedule, subject to operational requirements. Representatives will be released for the actual length of the LMC meeting, as well as reasonable travel time to and from their assigned location to the location of the LMC.
3. The Union must provide a written agenda to the Court not less than two (2) working days in advance of the meeting, specifying topics to be discussed. Topics specified by the Union will not be addressed at the LMC unless the employee and/or the Union have made a good faith effort to address the issue directly with the affected Division Director. Likewise, the Court may propose agenda items with two (2) working days' notice to the Union. Neither party may reject items proposed by the other party for discussion and consideration, subject to the requirements of this paragraph. If both parties have no agenda for the monthly meeting, the LMC will agree to meet at the next mutually agreed upon meeting.
4. The purpose and intent of the LMC shall be to resolve workplace issues at the lowest possible level, particularly potential grievances. The Court Executive Officer or designee will respond in writing to written recommendations from Union.

5. No recommendations made by the committee or accepted by the CEO shall amend or modify the terms of the MOU, except as mutually agreed in writing by the Union and the Court.
6. The LMC will not discuss issues related to disciplinary actions, individual performance problems, or negotiations. Except by mutual agreement of the Court and the Union the LMC will not discuss active grievances or meet-and-confer issues.

SECTION 35. SUBCONTRACTING

If the Court makes the preliminary determination to subcontract bargaining unit work, it will notify the Union in writing and meet and confer regarding the decision and impact upon bargaining unit members.

SECTION 36. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties regarding the provisions contained in this MOU. During the term of this MOU, neither party may demand any change to this MOU, except by mutual agreement.

SECTION 37. TERM OF MEMORANDUM

This MOU shall become effective upon the ratification of the parties and shall remain in full effect from January 1, 2019 to and including December 31, 2021.

SECTION 38. REOPENER

Notwithstanding section 37 above, the parties shall meet to renegotiate wages only for the third year of the MOU during the term of this agreement. During the limited wage reopener period, section 29 of this MOU shall remain in effect. The first such meeting shall occur by no later than October 15, 2020. The third-year wage increase for the bargaining unit as a result of this reopener shall not be less than 1.0%. If, in the Court's Fiscal Year 2020-21 allocation as approved by the Judicial Council of California, the total amount of the Court's General Ledger (GL) 812110 (Trial Court Trust Fund operations) is at least \$75,500,000, then the third-year wage increase for the bargaining unit as a result of this reopener shall not be less than 3%.

SECTION 39. "ME TOO" PROVISION

If, during the term of this MOU, the Court and any other bargaining unit reach a signed agreement that results in a higher Cost of Living Adjustment than that agreed to above, the Court will grant that same level of Cost of Living Adjustment to SEIU-represented staff.

This section shall be inoperative for the term of the 2019-2021 MOU.

Signed and entered into this 12th day of August, 2019.

FOR THE SUPERIOR COURT:



grr

Melanie Lewis
David Proctor
Vol 5

DATE: 8/12/19

FOR SEIU 1021:



~~the~~
Kala Chute
Asses S. DESMANGLES



DATE: 8/12/2019

APPENDIX A

Listed herein are all those Superior Court of California, County of Alameda, job classifications represented by SEIU Local 1021 in Bargaining Units 057 and 058.

Job Code	Classification	Bi-weekly Hours
4850	Accounting Technician	75
4812	Administrative Services Clerk	75
4978	Assistant Administrative Analyst	80
4863	Court Attendant	75
3863	Court Attendant Per Diem	75
4984	Court Case Manager	80
4857	Courtroom Clerk I	80
4858	Courtroom Clerk II	80
4809	Family Law Facilitator's Assistant	80
4824	Financial Hearing Officer	75
4818	Fiscal Assistant I	75
4819	Fiscal Assistant II	75
4820	Fiscal Assistant III	75
4821	Fiscal Services Specialist	80
4940	Legal Processing Trainee	75
4851	Legal Processing Assistant I	75
4852	Legal Processing Assistant II	75
4853	Legal Processing Assistant III	75
4941	Legal Processing Specialist	75
4936	Parolee Reentry Specialist	75
4913	Pre-Trial Services Specialist	75
4875	Program Assistant	80
4871	Senior Support Assistant	80
4869	Support Assistant	75

APPENDIX B

DOMESTIC PARTNER DEFINED

(As a reference to Section 8.J. Death in Immediate Family, Section 10.I. Vacation Transfer Between Court Employees, Section 11.K. Family Sick Leave, Emergency Leave - Sickness in Immediate Family and Section 14 Health and Dental Plans)

A "domestic partnership" shall exist between two persons, one of whom is an employee of the Court, covered by this MOU, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the Court an "Affidavit of Domestic Partnership" attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are: not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the Court if there is a change of circumstances attested to the affidavit;
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination. A member of a domestic partnership may end said relationship by filing a statement with the Court. In the statement, the person filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the Court.

APPENDIX C

LPA CONVERSION

- Effective the beginning of the first day of the first pay period following ratification of this MOU, the Court will eliminate the LPA III classification.
- In connection with this, two additional steps will be added to the current LPA II classification, and the current hourly rate of the current LPA II, Step 5, shall be increased. The new step amounts for LPA II shall be as follows:

Legal Processing Assistant II							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hr	\$24.30	\$25.49	\$26.78	\$28.12	\$30.34	\$31.78	\$33.35
Bwky	\$1,822.50	\$1,911.75	\$2,008.50	\$2,109.00	\$2,275.50	\$2,383.50	\$2,501.25
Annual	\$47,385	\$49,705.5	\$52,221.00	\$54,834.00	\$59,163.00	\$61,971.00	\$65,032.50

The above shall be adjusted by any COLA amounts the Court and SEIU may agree to as part of the 2019-2021 MOU negotiations.

- Upon the effective date of this provision, all current LPA IIIs will be reclassified as LPA IIs at the appropriate step of the above schedule. No current LPA III shall have their hourly pay rate reduced as a result of this reclassification.
- Testing shall not be required to advance steps within the LPA II range. Step advancements shall continue to be subject to the requirements of section 11.1 of the Court's Personnel Organization, Policies, and Rules. The Court shall have the right to continue to use training checklists developed in connection with the former LPA II to LPA III progression process agreed to by the Court and the Union for purposes of training and setting knowledge/performance expectations of LPA IIs, and to develop additional such materials for the same purpose.
- The Court and the Union shall meet and confer, if necessary, to agree upon an appropriate title and job description for the LPA II classification that results from the above changes.
- Progression through the steps shall continue to occur based on hours worked.

APPENDIX D

Transfer Procedure for the Office of the Superior Court of California, County of Alameda

TITLE: Transfer Procedure

PROCEDURE NO.:

Effective Date: June 28, 2005

Revised: N/A

Applicable Statute / Rule	Description of Procedure
N/A	Procedure for requesting transfer to a vacant position in the <u>same classification in another court location</u> .

SUMMARY:

To be eligible for transfer, an employee must have worked in their present classification for at least 12 months and achieved an overall rating of "Meets Requirements" on the most recent performance evaluation. In the event a recent evaluation is not on file, the immediate supervisor will be contacted for assessment of the employee's performance. **Probationary employees are not eligible for transfer.**

A request for transfer does not guarantee placement at another court location. Transfer requires: (1) a vacant position at the desired court location and (2) mutual agreement of affected management.

All transfer requests will be considered with regard to organizational needs, performance, and the employee's preferences.

All approved transfer requests will be valid for 12 months from the date the employee's name is added to the transfer list. After 12 months, the employee's name will be automatically deleted from the transfer list. Employees who want their names to remain on the transfer list need to submit a new transfer request form.

Employees who desire to transfer from **one division to another under the jurisdiction of their current Assistant Executive Officer/Trial Court Administrator/Director (AEO/TCA/BC)** may use this form. As this type of transfer request is considered a reassignment, the approval of such requests is at the sole discretion of the current (AEO/TCA/BC). The form **will not** be forwarded to Human Resources Bureau & Labor Relations Bureau (HR & LRB) for action. Any follow up questions related to an internal reassignment should be directed to your supervisor or AEO/TCA/BC.

PROCEDURE:

1. Employee initiates a transfer request by completing Section 1 of the “Employee Transfer Request Form” and submitting it to their immediate supervisor.
2. Supervisor reviews the transfer request form to ensure requirements are met, makes comments if necessary, and forwards form through chain of command for further comment and action.
3. AEO/TCA/BC processes the request for transfer and/or forwards it to the HR & LRB within 5 days of receipt from the immediate supervisor.
4. In event a transfer request is denied by management the form must still be processed and forwarded to the HR & LRB for auditing purposes.
5. The AEO/TCA/BC will notify the immediate supervisor and employee of the reason for denial of the transfer request.
6. Upon receipt of the transfer request form, a Human Resources Analyst will: (1) verify transfer eligibility, (2) within 10 days of receipt of the form, notify the AEO/TCA/BC/Manager/Supervisor and employee regarding disposition of the request and (3) update transfer list, if applicable.
7. If the employee is eligible for transfer, a copy of the approved “Request for Transfer” form is forwarded to the AEO/TCA/BC of the locations to which transfer is desired. AEO/TCA/BC will maintain a list of employees desiring to transfer to that location.
8. As vacancies are approved for filling, managers will invite all employees on the transfer list who are interested in working at their court location for an interview. **Transfer requests will be considered along with finalist candidates, as applicable.**

Should additional vacancies occur, employees who are on the transfer list that were interviewed by a manager or supervisor within the past six months may not be called for another interview. However, the employee(s) will still be considered for the position.
9. Employees may revise or withdraw a previously approved transfer request by notifying the immediate supervisor and HR & LRB, in writing, of the changes. HR will update the list and notify AEO/TCA/BC, as applicable.
10. Employees may revise or withdraw a previously approved transfer request by notifying the immediate supervisor and HR & LRB, in writing, of the changes. HR will update the list and notify AEO/TCA/BC, as applicable.
11. Managers are required to notify transfer candidates of their selection decision and may also provide feedback to the employee regarding their strengths and areas that need improvement or more experience.

SERVICE STANDARD:

The Transfer Request form is to be forwarded to the HR & LRB within 5 days of receipt by AEO/TCA/BC.

An HR Analyst will notify the AEO/TCA/BC/Manager/Supervisor and employee regarding the disposition of the request for transfer within 10 days of receipt of the form by the HR & LRB.

CROSS-REFERENCE: This procedure can also be found in the following file folder(s):

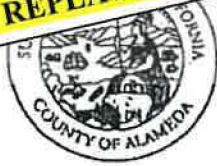
FOLDER:

NUMBER:

APPENDIX E – SIDE LETTERS AND TENTATIVE AGREEMENTS

Date Signed	Topic
1/6/2005	Labor Management Committee
2/9/2009	Furlough
1/7/2015	Parolee Re-Entry Specialist, Pre-Trial Services Specialist, and Family Law Facilitator Assistant
Undated	Commuter Issues Working Group
Undated	2016-2017 Court Reorganizational Transfers
11/29/18	Time Tracking
12/11/18	Union Access to New Employee Orientation

LETTER OF UNDERSTANDING DATED 01/6/2005
REPLACED BY SECTION 34



SIDELETTER OF AGREEMENT

**Between
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
And**

SEIU Local 1021

Furlough

In the event the Court decides to require a mandatory furlough for all employees, it shall notify the Union 20 calendar days in advance and shall meet and confer with the Union regarding the impact of the furlough. It shall provide the impacted employees 10 calendar day's notification of any furlough.

FOR THE COURT:

[Signature]

DATE: *February 9, 2009*

FOR SEIU:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Service Employees International Union, Local 1021

Alameda County Superior Court

Side Letter Agreement

The parties met and conferred regarding the inclusion of the Parolee Reentry Specialist, Pre-trial Services Specialist and Family Law Facilitators Assistant ("grant-funded") classifications in the SEIU Local 1021 General Bargaining Unit.

The parties agreed that in the event that funding for the above-referenced grant-funded classifications is reduced or eliminated, Section 20 ("Notice of Layoff and Recall") in the SEIU Local 1021 General Bargaining Unit Memorandum of Understanding ("MOU") will not apply.

By agreeing to the paragraph above, SEIU Local 1021 does not waive any rights it has under the Trial Court Employment Protection and Governance Act to meet and confer in the event of a reduction or elimination of funding. Nor does SEIU Local 1021 waive its right to pursue alternate contract language relating to such classifications during negotiations over a successor MOU.

Date:

1/7/15

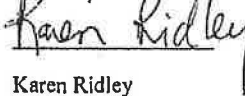


Leah T. Wilson

Court Executive Officer

Date:

1/6/2015



Karen Ridley

Coordinator, SEIU Local 1021

137860/792393

SIDELETTER OF AGREEMENT

Between
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
And

SEIU LOCAL 1021

Commuter Issues Working Group

Within two weeks of ratification of all labor MOUs by the Court and ACMEA, SEIU, and ACOCRA, the Court shall convene an initial meeting of a working group to address commuter issues, including parking in various Court locations. Among other things, the working group will explore commuter incentive options to encourage staff to utilize public transit options. The working group will comprise staff from all bargaining units, as well as unrepresented staff classifications, and will make recommendations to the CEO.

FOR THE SUPERIOR COURT:	FOR SEIU:
DATE:	DATE:

SIDELETTER OF AGREEMENT

Between
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
And

SEIU LOCAL 1021

2016-2017 Court Reorganizational Transfers

This process shall apply to the transfer of all SEIU-represented classifications in connection with the planned reorganization of the Court in 2016 and 2017, culminating with the move into the East County Hall of Justice in Dublin in 2017. For all other staff moves, the MOU and the Court's Personnel Organization, Policies and Rules shall apply.

A) The Court Executive Officer or his or her designee will make assignments of SEIU-represented staff members as follows:

- 1) If possible based on a survey of staff preferences, staff will be given an assignment of their choice, either by case type or location.
- 2) To the extent the Court is unable to accommodate the preferences of staff, then assignment will generally be made by seniority within each affected classification. Notwithstanding seniority, however, the Court may assign a less senior member of a classification to an assignment of his or her preference over a more senior member of that classification who expresses the same preference, based on one or more of the following factors:
 - the needs of the public and the Court, as they relate to the efficient and effective management of the Court's calendar;
 - for staff assigned to a courtroom, the preference of the judicial officer to whom the staff member will be assigned;
 - the experience, knowledge and abilities demanded by the assignment;
 - any history of letters of reprimand, suspension, or demotion within the twelve calendar months immediately prior to the transfer; and
 - the fiscal impact of multiple moves on the Court.

Where an assignment is primarily based on the experience, knowledge and abilities demanded by the assignment, and where the assigned employee has requested transfer to another assignment within the same classification, the Court will make a reasonable and good faith effort to provide the training necessary to facilitate the requested transfer within 6 months, whether said training is for the employee requesting the transfer, the employee who will fill the transferring employee's position, or both.

- B) The above process shall apply to initial assignments associated with the planned 2016-17 reorganization. Notwithstanding the above, the Court retains the right to reassign staff over the course of 2016-17 as dictated by the business needs of the Court, and as permitted under Government Code section 71634(d).
- C) In the event the Court intends to make any transfer in accordance with a process other than that described above and not addressed by the MOU or the Court's Personnel Organization, Policies and Rules, the Court agrees to meet and confer with SEIU prior to implementing any new transfer process.

FOR THE SUPERIOR COURT:	FOR SEIU:
DATE:	DATE:



Counter Proposal to Court:
Side Letter Agreement re Time Tracking System

Proposal Number: 9

Distributed on:

**SIDE LETTER OF AGREEMENT
BETWEEN
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

The Court has informed SEIU that during the life of the MOU expiring in 2021 it may plan to introduce a timeclock. In the event that occurs, the parties agree to meet and confer to the extent required by applicable law.

FOR THE SUPERIOR COURT:

FOR SEIU:

DATE: 11/29/18	DATE:

Tentative Agreement reached on 11/29/18, 2018, at 10:31 AM / PM

For the Court:

For the Union:

**SIDE LETTER: UNION ACCESS TO NEW EMPLOYEE ORIENTATION/AB 119
12/11/18**

This Side Letter of Agreement addresses Union access to the Court's New Employee Orientation (NEO) sessions, consistent with AB 119. The Court shall recognize the designated field representatives as the points of contact for NEO related matters. The Union shall be responsible for updating the Court of any changes to the points of contact.

- 1) The Court shall provide the Union's designated representatives with a list of scheduled NEO dates as far in advance as possible.
- 2) The Court will provide the Union a list of new employees, who are represented by their respective bargaining unit and are scheduled to attend the upcoming NEO session. The list, which shall include each new employee's name, classification, bargaining unit (if any), location, division, and supervisor, shall be provided no later than the Monday before the scheduled NEO date or as soon as a complete list of new employees is available. A shorter notice may be provided under mitigating circumstances, in which case the court will provide the information as soon as possible prior to the NEO date.

Within 30 days of a the date of hire of each new employee in a classification represented by the Union, the Court will provide, via email, the employee's name, job title, department, work location, work, home and personal cell phone number, home address, work and personal email address on file with the Court. If the Court does not have the home or personal cell phone number or the personal email address on file, this information shall not be provided.

- 3) The Union shall be permitted to meet separately with newly hired employees represented by their bargaining unit, and make a presentation of up to 30 minutes at the beginning of each NEO. The court will provide a space for the Union representative to meet with the new employees during this timeframe. Under no circumstances shall the Union presentation exceed thirty (30) minutes.
- 4) If for any reason the Union will not be present for a scheduled NEO presentation, the Union shall notify the Court at least 10 working days prior to the session.
- 5) The Court and the Union agree to handle payroll deductions for Union-represented employees in accord with Government Code section 1157.12.
- 6) The Court shall provide, via electronic format, a list-of all existing bargaining unit members on record every 90 days. The list shall be provided to the Union membership department by the last Friday of the month in March, June, September and December of each year, respectively. The list shall include the following information to the extent it is in the Court's possession:
 1. Name
 2. Classification
 3. Department
 4. Work Address
 5. Work, Home and Personal Cellular Telephone Numbers

6. Work and Personal Email Addresses

7. Home Address

If the Court does not have the home and personal cell phone number, or the personal email address on file, this information shall not be provided.

- 7) Union designee, who is limited to Union Representatives, Union Board Members, Chapter Presidents, and Shop Stewards, shall conduct the presentations covered under this agreement. In the event none of the listed designees are available for a scheduled NEO, a member may be granted release time to present. Only one employee will be granted release time to present at each NEO. Release time requests must be made by the Union no later than 12:00 p.m. three (3) business days before the scheduled NEO.

The parties will agree to allow designees to be granted release time, including reasonable time for travel, to present at NEO.

2019-2021 MEMORANDUM OF UNDERSTANDING

Superior Court of California, County of Alameda and Service Employees International Union, Local 1021

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Service Employees International Union
100 Oak St.
Oakland, CA 94607
(800) 687-1021

Field Representative _____

Union Steward _____

Telephone Number _____

