

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

AND

**THE ALAMEDA COUNTY OFFICIAL COURT REPORTERS ASSOCIATION
SEIU LOCAL 1021**



January 1, 2019 – December 31, 2021

MEMORANDUM OF UNDERSTANDING

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THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALABAMA

AND

THE ASSOCIATION OF COUNTY EMPLOYEES UNIONS AND COUNTY

EMPLOYEES



2019-2021

2019-2021 MEMORANDUM OF UNDERSTANDING
Superior Court of California, County of Alameda and the
Alameda County Official Court Reporters Association - SEIU, Local 1021

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2019-2021 MEMORANDUM OF UNDERSTANDING
Between the Superior Court of California, County of Alameda and the
Alameda County Official Court Reporters Association - SEIU, Local 1021

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Superior Court of California, County of Alameda, hereafter designated as "Court," and the Alameda County Official Court Reporters Association SEIU Local 1021, hereafter designated as "Union", to set forth 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 1.0 hereof.

SECTION 1. RECOGNITION

The Court recognizes the Union as the exclusive bargaining representative for the following employees:

All full-time employees, and part-time employees working two-fifths time or more per pay period, in classifications included in Bargaining Unit XVII, specifically: Court Reporter, Court Reporter (Certified Realtime – In House), and Court Reporter-CRR.

SECTION 2. NO DISCRIMINATION AND MUTUAL RESPECT

A. NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION 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.

B. 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.

SECTION 3. UNION SECURITY

A. NOTICE OF RECOGNIZED UNION. The Court shall post within the employee work or rest area a written notice which sets forth the classifications included within each representation unit referred to in Section 1.0 hereof and which includes any classification existing in the Court, 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, which notice shall contain 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 agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes for which this Section is applicable, provided the employee pays Union dues, a service fee or a charitable contribution.

B. AGENCY SHOP. Except as provided otherwise in this subsection 3.B., employees in representation units referred to in Section 1.0 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 98% of Union dues (hereinafter collectively termed "service fee") of the Union representing the employee's classification and representation unit.

- 1. Implementation:** Any employee hired by the Court subject to this Memorandum of Understanding 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 Memorandum of Understanding 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, or a charitable contribution equal to the 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 the Court Payroll Office.

If the form is not completed properly and returned within five (5) working days, the Court Payroll Office 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.

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 check off 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.

- 2. Religious Exemptions:** Any employee of the Court subject to this Memorandum of 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 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 to 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 of Alameda County.
- 3. Exclusion of Employees:** The Agency Shop provisions set forth in subsections 3.B., 3.B.1., and 3.B.2. herein, shall not apply to persons occupying positions designated as management or supervisory.
- 4. Financial Reports:** The Union shall submit a financial report patterned after the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the Court Executive Officer.

Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Section through the Union.

Failure to file such a report within 100 days of the close of the Union fiscal year shall result in the termination of agency fee deductions, without jeopardy to any employee, until said report is filed.

- 5. 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 the religious exemption granted herein.
- 6. Hold Harmless:** The Association shall indemnify and hold the Court and 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.
- 7. Suspension of Agency Fees:** For the duration of any strike, sanctioned, called or supported by the Union the Court may suspend collection of Agency Shop service fees without jeopardy to the employee.
- 8. Waiver of Election for Newly-Represented Employees and New Representation Units:** The accretion of appropriate classifications and/or employees to the representation units set forth in Section 1.0 of this Memorandum of Understanding 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 1.0 of this Memorandum of Understanding shall also not require an election herein for the application of this Agency Shop provision to such units.

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

- A. BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Executive Officer for use by the Union to communicate with its members. Materials 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 Courts or their relations with Courts or members of the Union. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.
- B. USE OF COURT FACILITIES.** Facilities may be made available upon timely application for use by off-duty employees and the Union. Application for such use shall be made to the Executive Officer or designee under whose control these facilities are placed.
- C. JOB CONTACTS.** The authorized representative employed by the Union shall have the right to contact individual employees working within the representation unit represented by their organization in Court facilities only at such times as the department to which the employee is assigned is not in session and providing that prior arrangements for each such contact have been made as follows: the contact should

be with the Executive Officer or designee. The Court Executive Officer or designee shall grant permission for each such contact, if, in their judgment, it would not cause an undue interruption of work. When contact at the work location is precluded by confidentiality of records, the work situation, health and safety of employees or the public or by disturbance to others, the Executive Officer or designee shall make other arrangements for a contact location removed from the work area during the same workday or the following workday.

- D. MEETINGS.** Meetings of a representative of the Union and a group of employees shall not be permitted during the hours the Court is in operation. The Executive Officer or designee may, upon timely application, allow meetings of a representative of the Union and a group of employees during the lunch period in Court facilities and at convenient dates. No contact shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal Union business.
- E. COURT MEETINGS.** Unless otherwise agreed, representatives or employees of the Union shall not be permitted to attend meetings or conferences called by the Court Executive Officer or designee to attend to matters arising out of the normal course of Court activities.
- F. ACCESS TO RECORDS.** An employee shall be permitted to review their own personnel record. A Union representative 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. Third party reference material shall not be made available.

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.
- B. SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of shop stewards. It is agreed that there shall be one steward for the North County Court locations and one steward for the South and East County Court locations. The Union shall notify the Executive Officer in writing of the names of the stewards and the locations they represent. If a change in the steward is made, the Executive Officer shall be advised in writing of the steward being replaced and the steward named to take their place.
- C. DUTIES AND RESPONSIBILITIES OF STEWARDS.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards.

Duties and Time Limits. A steward may leave their work location to process or investigate a grievance only when the court to which they is assigned at that time is not in session and the steward's activities will not interrupt or interfere with the operation of any other department.

During normal working hours when the Court is not in session, the shop steward shall obtain the permission of the Executive Officer or designee before investigating or processing a grievance.

Agencies, wards, clients, detainees, and outside interested parties will not be contacted by stewards as part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing.

- D. CHANGES IN STEWARDS.** If a steward's work location is reassigned from one division to another, the Union shall have the right to appoint a replacement. Should the Association wish to change stewards during the grievance procedure, it may do so provided that only one steward will be allowed to investigate an individual grievance.
- E. LIMITATIONS OF TIME OFF.** Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.
- F. 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, SCHEDULES, ATTENDANCE, AND REST PERIODS

A. WORKDAY AND WORKWEEK.

1. For each full-time employee who works 7.5 hours per day, the normal workweek shall be 37.5 hours. The normal workday shall be from 8:30 a.m. until 5:00 p.m.
2. For each part-time employee, the workday and/or workweek will be determined by the Executive Officer or designee of the Court. The workday and/or workweek will be a proration of time scheduled to work to the normal 37.5 hour workweek base for the employee's classification enumerated in Section 1.

B. 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. Rest periods shall be scheduled at the discretion of the Judicial Officer.

C. LUNCH BREAK AND REST PERIOD. Lunch breaks shall be scheduled at the discretion of the Judicial Officer. Each employee shall be entitled to a lunch break of not less than 30 minutes. The lunch break periods should typically be scheduled at the middle of the day, but may vary depending upon operational needs.

Rest periods shall be scheduled at the discretion of the Judicial Officer. However it is the intent of the Court, provided circumstances allow, that employees receive a 15 minute paid break at approximately the middle of the morning and the middle of the afternoon. The rest period provision shall not be subject to the grievance procedure. An employee who requests a rest break, will not be subject to discipline for requesting a break.

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.
 - 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 26 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 18 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 occurs 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. OVERTIME

- 1. HOW OVERTIME IS AUTHORIZED.** Employees shall not routinely be expected to work overtime. For employees who work in the courtroom, overtime generally will occur when their work hours exceed their normal workweek because a 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. All other instances of overtime shall be offered to employees on a voluntary basis only. No employee shall perform overtime work unless such overtime work complies with the provisions of this section. Overtime work must be approved by the Court Executive Officer or designee. Work for the Court by an employee at times other than those scheduled pursuant to Section 6(A) shall normally be approved in advance, in writing, by the Court Executive Officer or, in exigent circumstances, shall be approved by the Court Executive Officer after such emergency work is performed.

Overtime shall be approved for an employees assigned to work in the courtroom and whose work hours exceed their normal workweek 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.

- 2. OVERTIME WORK DEFINED.** Overtime work shall be defined, as in the federal Fair Labor Standards Act (FLSA), as all work performed in a workweek pursuant to subsection A of this section in excess of 37.5 hours of hours worked for that workweek. As per the FLSA, holidays worked, holidays which fall on an employee's regularly scheduled workday and paid time off are not considered "hours worked" and therefore shall not count toward the accumulation of the workweek for purposes of entitlement to overtime.
- 3. RATES DEFINED.**
 - a. For the purposes of this section, the hourly rate shall be the biweekly rate divided by 75.
 - b. For purposes of this section, the FLSA regular rate shall be defined as follows: An employee's regular rate shall include in addition to his/her hourly rate as defined in D(3)(a) any applicable footnote and any applicable premium payment pursuant to Section 11.2.2 of the Court Personnel Organization Policies and Rules.
- 4. OVERTIME PAYMENT.** Employees shall be compensated for overtime work in cash. Employees may, instead, be compensated in compensatory time by mutual agreement of the employee and the Court Executive Officer or designee as follows and consistent with subsection 6(D)(6) below:
 - a. Employees shall be compensated at time and one-half for all time worked in excess of 37.5 hours worked in a workweek.
 - b. 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 1.5X pay for overtime worked as provided above in this section 6, based on the hourly rate as defined in section 6(D)(3) provided, however, that 1.5X the employee's FLSA regular rate shall be paid for all actual hours worked in excess of 37.5 hours worked (i.e., excluding paid holidays and paid leave time) in an employee's workweek.

5. **WHEN OVERTIME SHALL BE PAID.** Compensation for overtime work shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.
6. **WHEN COMPENSATORY TIME OFF MAY BE TAKEN OR PAID.** Compensatory time off may be accrued to a maximum of 100 hours, and any employee who has accumulated 100 hours of compensatory time off shall be paid in cash for all subsequent overtime worked until such time as the employee's compensatory time off balance is reduced below 100 hours. Notwithstanding the foregoing, an employee may exceed the 100-hour maximum when exigent circumstances exist and pre-approval has been obtained from the Court Executive Officer to grant compensatory time off in excess of 100 hours.

Scheduling of compensatory time off shall be by mutual agreement of the employee and the Court Executive Officer or designee provided that the CEO or designee may require that an employee adjust their workweek in order to avoid overtime penalties.

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

SECTION 7. HOLIDAYS

- A. **HOLIDAYS FOR COURT STAFF.** Employees covered by this Memorandum of Understanding shall be entitled to paid holidays for days observed as judicial holidays pursuant to State law and the California Rules of Court.
- B. **FLOATING HOLIDAYS.** Employees will be entitled to three (3) floating holidays per calendar year to be scheduled by mutual agreement of the employee and their supervisor and taken within the calendar year. 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 said scheduled pay period, excluding overtime. The maximum potential value of a holiday is 7.5 hours for a scheduled 75 hour pay period.

SECTION 8. HEALTH AND DENTAL PLANS

A. HEALTH PLAN COVERAGE

1. HEALTH PLAN COVERAGE FOR FULL-TIME EMPLOYEES

- a. 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. The Court shall provide at least two health plan options, one of which shall be Kaiser HMO. Should providing Kaiser HMO become impracticable or should the Court consider changing these options, the Court will meet and confer with the bargaining unit.
- b. The Court contribution toward the providers charge 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 8.A.2. Health plan coverage for employees regularly scheduled to work less than the normal workweek.

2. HEALTH PLAN COVERAGE FOR EMPLOYEES REGULARLY SCHEDULED TO WORK LESS THAN THE NORMAL WORKWEEK:

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 8.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.

Notwithstanding the foregoing, however, such employees who normally work at least 50% of the normal full-time biweekly schedule for the job classification, who were on the Court payroll for the pay period beginning April 1, 1979, and who received 100% of the Court contribution during said pay period, shall continue to be eligible for 100% of said contribution until (1) a break in part-time service, (2) a break in health plan coverage, (3) a change to full-time service from part-time service even if the employee reverts to part-time service, whichever shall first occur, but in no event shall said contribution exceed the Court contribution for coverage of full-time employees in comparable classes.

3. **DUPLICATIVE COVERAGE:** 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 cards within thirty calendar days of the date they return to work. The 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 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 during the annual Open Enrollment period.

B. DENTAL PLAN COVERAGE

1. DENTAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES: The Court shall pay 100% of the monthly contribution for dental premiums for employees covered by this MOU.

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 Association of such benefit changes. Upon receiving such notice, the Association 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 A), both employed by the Court, shall be entitled to up to one full family plan and one employee only coverage.

2. DENTAL PLAN COVERAGE FOR LESS THAN FULL-TIME EMPLOYEES AND SERVICES-AS-NEEDED EMPLOYEES: The Court shall contribute the full cost of the provider's charge for a dental plan for

Services-as-Needed and 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.

The dental plan shall provide the same benefit coverage as in effect for full-time employees as described in Section 8.B.1. above. To participate, 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 and every biweekly pay period.

- 3. EFFECT OF AUTHORIZED LEAVE WITHOUT PAY:** Employees who are granted leave of absence without pay, whose dental plan coverage has lapsed for a period of three months or less, and who return 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 who were absent on authorized leave without pay, and 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.

Those whose dental plan coverage lapsed for duration greater than three months will be re-enrolled on the first day of the month following 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 who were absent on authorized leave without pay, 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.

Those whose dental plan coverage lapsed for a duration greater than three months will be re-enrolled on the first day of the month following 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 of all Court dental options will be paid according to dependent status (single, two-party, or family).

SECTION 9. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

- A. MILEAGE RATES PAYABLE.** Effective January 1, 2005, mileage allowance for authorized use of personal vehicles on Court business shall be paid at the standard business rate as prescribed by the Judicial Council of California. Mileage allowance 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 their department to use their private automobile at least eight days in any month on Court business shall not receive less than ten dollars (\$10) in that month for the use of their automobile.
- C. PREMIUM ALLOWANCE.** An employee who is required by their department 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.** In the event that an employee, required or authorized by their department to use a private automobile on Court business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either their own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the Court, in a sum not exceeding two hundred fifty dollars (\$250), provided that any claims the employee may have against their insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees 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. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this Section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's Court business destination shall be compensable as provided above.

SECTION 10. WAGES AND LONGEVITY BONUSES

- A.** Effective the first pay period following ratification, but in no event sooner than the first full pay period in January 2019, all represented classifications shall receive a 4.0% Cost of Living Adjustment, which shall accrue to all represented members' respective base rate of pay.
- B.** Effective the first full pay period in January 2020, all represented classifications shall receive a 4.0% Cost of Living Adjustment, which shall accrue to all represented members' respective base rate of pay.
- C.** Effective the first full pay period in January 2021, all represented classifications shall receive a 1.0% Cost of Living Adjustment, which shall accrue to all represented members' respective base rate of pay.
- D.** Any bargaining unit member who reaches 15 years or more of service with the Court shall receive, at the employee's choice, a one-time payment of \$1,500.00 or a one-time award of 5 additional days of vacation. The \$1,500.00 payment shall not be added to the employee's base salary, nor shall the vacation award change the employee's ongoing vacation accrual rate.
- E.** Effective January 1, 2019, any bargaining unit member who reaches 20 years or more of service with the Court, including employees who have already reached 20 years or more of service as of January 1,

2019, shall receive, at the employee's choice, a one-time payment of \$2,000.00 or a one-time award of five (5) additional days of vacation. The \$2,000 payment shall not be added to the employee's base salary, nor shall the vacation award change the employee's ongoing vacation accrual rate. For employees who have exceeded 20 years of service by January 1, 2019, they shall be entitled to the longevity bonus in part E of this section only.

- F. Effective January 1, 2019, any bargaining unit member who reaches 25 years or more of service with the Court, including employees who have already reached 25 years or more of service as of January 1, 2019, shall receive, at the employee's choice, a one-time payment of \$2,500.00 or a one-time award of five (5) additional days of vacation. The \$2,500 payment shall not be added to the employee's base salary, nor shall the vacation award change the employee's ongoing vacation accrual rate. For employees who have exceeded 25 years of service by January 1, 2019, they shall be entitled to the longevity bonus in part F of this section only.

SECTION 11. DISABILITY INSURANCE BENEFITS

- A. **PARTICIPATION:** The Court shall continue to participate under the State Disability Insurance (SDI) Program.

- B. **PAYMENT OF SDI PREMIUMS:** SDI premiums shall be shared equally by the employee and the Court.

C. **AUTOMATIC INTEGRATION OF SDI AND PAID LEAVE BALANCES EFFECTIVE JANUARY 7, 1990:**

1. Definition. An employee who is eligible to receive SDI benefits shall automatically integrate accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the department, discretionary major medical supplemental paid sick leave, unless the employee provides written notice to the department to limit the integration of accrued sick leave only with SDI benefits. The automatic integration of accrued sick leave and 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 workday, shall not exceed the difference between 100% of the employee's normal gross salary rate and the "weekly benefit amount" multiplied by two and divided by 75.

D. **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:

1. **Option 1:** Not applying for disability insurance benefits and using accrued paid sick leave, vacation leave, compensating time off, floating holiday pay and/or, with the consent of the Court Executive Officer, discretionary Major Medical Supplemental paid Sick Leave, or
2. **Option 2:** Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensating time

off, floating holiday pay and/or, with the consent of the Court Executive Officer discretionary major Medical Supplemental Paid Sick Leave unless the employee provides written notice to the Court Executive Officer 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.

- E. HOW A SUPPLEMENT TO SDI IS TREATED:** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid 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.

Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances 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, discretionary major medical supplemental paid 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.

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, discretionary major medical supplemental paid 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 8 herein.

- G. HOLIDAY PAY IN CONJUNCTION WITH SDI:** In the event that 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, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 12. LIFE INSURANCE

Except for an employee who is 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 13. VISION REIMBURSEMENT PLAN

Employees shall be eligible for 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, up to a maximum reimbursement of \$500.00 in a twenty-four month period. Reimbursement will be made subject to applicable Court's procedures and requirements.

SECTION 14. EDUCATIONAL STIPENDS

Upon approval of the Court Executive Officer of any plan by an employee to engage in job-related educational courses which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities, the Court shall pay up to \$650.00 for approved educational expenses per employee. The maximum Court liability under this section shall not exceed \$7,000 in a fiscal year. The Court agrees to carry over unexpended funds from this provision, not to exceed \$1,000. Employees shall receive such stipends on a first come-first served basis each fiscal year.

SECTION 15. REIMBURSEMENTS

- A.** An employee who is a nationally Certified Realtime Reporter (CRR) will be reimbursed annual membership fees for the National Court Reporters' Association (NCRA) up to \$250.00 for the first year's membership and up to \$250.00 for membership in subsequent years. Proof of national certification/recertification is required.
- B.** An employee who is a CSR will be reimbursed up to \$455.00 for the cost of taking the Registered Professional Reporter (RPR) examination. Proof of national certification/ recertification is required.
- C.** An employee who is a CSR will be reimbursed up to \$195.00 for the cost of taking the CRR examination. Proof of national certification/recertification is required.
- D.** An employee who is a CRR will be granted 30 hours of paid leave over a three fiscal year period to complete continuing education to maintain their qualifications. Proof of national certification/recertification is required.
- E.** Effective January 1, 2019, the Court shall reimburse up to \$225 per year for the state Court Reporter's license fee.

SECTION 16. CERTIFIED REALTIME REPORTING DIFFERENTIAL PAY

- A.** Effective July 1, 2008, an employee who is certified via the Superior Court Reporter Realtime exam will receive a wage differential of 5%.
- B.** The Court will create up to fourteen positions in a new classification to be called Court Reporter-CRR. Up to fourteen members of ACO CRA who receive or currently hold the National Court Reporter's Association CRR certification will be reclassified as Court Reporter, CRRs. The pay range for the Court Reporter, CRR classification shall be 9% higher than that of the Court Reporter classification. It shall be the responsibility of employees in the Court Reporter, CRR classification to provide proof of certification to Court as required. If a Court Reporter, CRR fails to renew certification, that employee will be reclassified as a Court Reporter and will receive a 9% reduction in base pay. For purposes of seniority, time in the Court

Reporter; Court Reporter, CRR; and Court Reporter, Realtime In-House Certified classifications shall be treated as time in the same classification.

SECTION 16.1: COMMUNICATION ACCESS REALTIME TRANSLATION PAY

Reporters shall receive additional compensation at the rate of the equivalent of 3.75 hours of that reporter's current rate of pay, per day, for each day CART services are provided.

SECTION 17. VACATION LEAVE

A. VACATION ACCRUAL

- 1. Accrual Schedule.** Each person in the service of the Court shall accrue vacation leave according to the following schedules. An employee who is regularly scheduled to work less than the normal work week for the job classification shall accrue vacation leave entitlement 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 the Court service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Section 1, 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 17.A.1.

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which will permit further vacation accrual. The Executive Officer shall make a reasonable 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 shall begin on the first day of employment.
- C. EFFECT OF LEAVE WITHOUT PAY ON VACATION CREDIT.** No vacation credit shall be earned during the period when an employee is absent on leave without pay.
- D. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** 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 re-employed on or after July 1, 1975, or if followed by reemployment within one year in the case of persons re-employed prior to July 1, 1975, shall not be considered as an interruption of continuous service for the purpose of this section. 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, provided that persons who re-employed 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. Vacation shall be scheduled by mutual agreement of the employee and their supervisor. Vacation requests will be approved in the order received within a vacation scheduling unit. In the event of a conflict, vacation shall be granted to the most senior employee based upon overall classification seniority and in consideration of operational needs. Vacation requests will be responded to within 10 working days from the date of receipt.
- 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 or designee shall not deny a request for this leave except for reasons critical to the operation of the Court. Such personal leave shall be in segments of one hour or more.
- G. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation which such person would have been entitled to receive, including premium pay, if in active service during such vacation period.
- H. VACATION TRANSFER BETWEEN COURT EMPLOYEES.** Married couples or domestic partners, 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 A) per each event of maternity, paternity and adoption.
- I. VACATION PURCHASE PLAN.** All full-time employees subject to this MOU, may elect to purchase one or two additional weeks of vacation over and above their regular entitlement. The additional week(s) may be purchased in the following manner: On or before the bi-weekly pay period nearest October 1 of any year, an eligible employee shall submit a written request to the Court Executive Officer or designee, stating their desire to purchase one or two extra weeks. The Court shall then pay such employee 97.38% of their salary

for one additional week or 94.76% of their salary for two additional weeks, until the bi-weekly pay period ending nearest June 30 (the 2.6% or 5.24% reduction is the value of one or two week(s) of vacation prorated over approximately nine months. The additional vacation, once purchased, may be taken with the employee's regular vacation entitlement.

1. Except for Personal Leave granted under Subsection F., purchased vacation must be utilized before vacation balances accrued pursuant to Subsection A. are utilized. In the event that an employee has exhausted vacation balances accrued pursuant to Subsection A., then purchased vacation may be utilized for Personal Leave granted under Subsection F.
2. For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued. Said combined vacation balance shall be subject to the cash payment in lieu of vacation leave as set forth in Subsection A.2. of this MOU.
3. Employees who change status from eligible to purchase vacation to a non-eligible status will be paid for any purchased vacation balance.
4. Employees who change status from eligible to purchase vacation to a non-eligible status will be paid for any purchased vacation balance.

SECTION 18. SICK LEAVE

- A. SICK LEAVE DEFINED.** As used in this section, "Sick Leave" means leave of absence of an employee 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.** In no case shall absence due to purposefully self-inflicted incapacity or injury be deemed as a basis for granting either sick leave or sick leave with pay under the provision of this section.
- 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. CUMULATIVE SICK LEAVE PLAN**
1. Accumulation of Sick Leave
 - a. Each full-time employee shall accumulate sick leave with pay entitlement at the rate of one-half work day for each full biweekly pay period on paid status up to a maximum accumulation of 150 days of unused sick leave with pay entitlement.
 - b. Each part-time employee who is regularly scheduled to work less than the 37.5 hour work week base shall accrue sick leave pursuant to Section 18.E.1 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 a 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 is, within three years of the date of layoff, returned to the Court service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to Section 18.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 18.E. (Cumulative Sick Leave) hereof reaches 150 days, 5 days shall be deducted from said sick leave balance and shall be converted to 1 day vacation. Said vacation shall be added to vacation balances accumulated pursuant to Section 16, Vacation Leave, and shall thereafter be subject to the provisions of Section 16, Vacation Leave.

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 supplemental 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 those instances in which:

- a. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 18.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.

- a. **MEDICAL REPORT.** The Court Executive Officer, as a condition of granting sick leave with pay, may require medical evidence of sickness or injury in the form of a statement from an employee's physician acceptable to the Court when the Court Executive Officer determines within their discretion that there are indications of excessive use of sick leave or sick leave abuse.
- b. **FAMILY SICK LEAVE.** Leaves of absence with pay because of sickness or injury in the immediate family of an employee in the Court service shall be granted by the Court Executive Officer or designee for up to nine (9) days per calendar year to care for an immediate family member, to include the time reasonably necessary to arrange for the care of the sick person by others and for medical and dental appointments, provided the employee has available accrued sick leave. Time taken for leave of absence under the provisions of this Subsection 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 the Subsection, "immediate" family means mother, stepmother, father, stepfather, husband, wife, domestic partner upon submission of a written affidavit for domestic partnership as defined in Appendix A, 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.

I. INDUSTRIAL SICK LEAVE SUPPLEMENT. If an employee is incapacitated by sickness or injury received in the course of their employment by the Court, such employee shall be entitled to pay as provided herein.

1. Amount and Duration of Payment.

- a. **Full-time employees:** Such 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 Worker's Compensation temporary disability payments to which such employee is 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 (the amount of sick leave necessary for this purpose is computed in each case by the Auditor's Office).

In the event that the period of the 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 17.E. hereof, for the first three work days of such incapacity.

b. Part-time employees: Part-time employees will receive the Industrial Sick Leave Supplement as provided in subsection 18.I.1.a. hereof, but shall be on a prorated basis.

2. When Payments Shall be Denied. Payments shall not be made pursuant to subsection 18.I.1.a. to an employee:

- a. Who does not apply for or who does not receive temporary disability benefits under the Worker's 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 they are 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 by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee, and
- 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.
- 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 Memorandum of Understanding at 100% of their regularly scheduled bi-weekly 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 to 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 19. LEAVES OF ABSENCE

A. PARENTAL LEAVE is defined as absence from the employee's class and position, without pay, granted to an employee to care for his or her newborn child or newly adopted child.

- 1. **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 Court Executive Officer or the appointing authority and the employee granted the leave. An employee may elect to take accrued vacation or compensatory leave during the period of leave.
- 2. **Exceptions:** The Court will comply with State and Federal law where leaves granted by statute exceed those granted by the Court.

B. 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 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 (as defined in Appendix A), son, stepson, daughter, stepdaughter, unborn child, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law, father-in-law, sister-in-law, brother-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, shall be in addition to any other entitlement for sick leave, emergency leave or any other leave.

C. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA. Sufficient paid leave shall be granted to permit an employee to travel between the work place and the court while serving on jury duty or in answer to a subpoena as a witness for an event that occurred during the course of employment. 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 in the Court Treasury. 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. Any person who is regularly assigned to a schedule which includes working Saturday and Sunday, who serves on jury duty on their entire two scheduled days off during the previous Monday through Friday, shall be allowed the option to contact their supervisor and schedule their next regular work day as vacation or compensatory time.

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 duty and jury duty pay under this section shall be reduced accordingly. If the employee fails to report as set forth herein, they shall be docked for the balance of the day.

Employees shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempted from this requirement, provided that the Executive Officer may adjust an employee's work assignment to permit the employee to apply for standby duty.

SECTION 20. CATASTROPHIC SICK LEAVE PROGRAM

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if she/he 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. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

Eligibility:

- A.** The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Director of Human Resources.
- B.** The recipient employee is not eligible so long as s/he has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted
- C.** A confidential medical verification including diagnosis and prognosis and estimated date of return to work must be provided by the recipient employee.
- D.** A recipient employee is eligible to receive 180 working days of donated time per employment.
- E.** Donations shall be made in full-day increments of 7.5 hours are irrevocable. Employees may donate unlimited amounts of time

- F. 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. No retroactive donations will be permitted.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

SECTION 21. 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 as adopted, 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 California Government Code Section 71634.
- B. **EXCLUSION 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 calendar days.

Step One: An employee having a grievance shall first discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.

Step Two: 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 their own choice in this step and Step 3 of this subsection C. and may file a grievance in writing with their second level supervisor within seven (7) working days after the date of such informal discussion. 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 their answer 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 to hear the particular appeal.

Step Three: 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 or their representative shall have fifteen (15) working days from receipt of the answer within which to request that the grievance be submitted for binding arbitration.

Step Four: The request for binding arbitration must be in writing to the Court Executive Officer. If the request for binding arbitration was not made by the Union, the Union may rescind the request or go forward with the grievance. An arbitrator will be selected by mutual agreement between the Court and the employee or their representative. If the Court and the employee or their 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 (5) qualified arbitrators. The Court and the employee or their 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 their representative shall have the right to be present at and to participate in the arbitration hearing. The Union and the Court each will be responsible for paying one-half of the arbitrator's fee per grievance. 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 any of the terms of this Memorandum of Understanding.

- D. ASSOCIATION 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 as adopted, 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 and heard and determined pursuant to the previous steps outlined in this Grievance Procedure.
- E. EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit at any 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 the grievance to the next step.
- F. 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 an Association organizational right. In no event shall any grievance include a claim for money relief for more than a 60-day period.
- G. EXCLUSION OF NON-RECOGNIZED ORGANIZATION.** For the purposes of this Section, the provisions of Section I. 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 Alameda County Superior Court Personnel, Organization, Policies and Rules manual, 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 20.C. In those cases in which the employee elects to represent himself/herself, or arranges 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 D. of this Section for the purpose of amending such award.

H. 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 warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 22. SAVINGS CLAUSE

If any provision of this Memorandum of Understanding shall be 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 Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

SECTION 23. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the Court for approval. Upon approval, Court Executive Officer shall take action necessary to implement this Memorandum of Understanding, which shall supersede and control over conflicting or inconsistent court rules.

SECTION 24. NO STRIKE, NO LOCKOUT

During the term of this Agreement, the Association, 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 lock out employees during the term of this Memorandum of Understanding.

SECTION 25. NOTICE OF LAYOFF AND RECALL

The Court shall give reasonable notice to the Union before effecting any layoffs, which materially affect employees represented under this agreement. Upon receiving such notices, the Union may meet and confer regarding the effect of the layoff.

- A. The Court shall give 30 calendar days advance written notice to the Union in the event of layoffs or furloughs. The Court shall give 15 calendar days written notice to the impacted employees. For purposes of this section, a layoff shall be a reduction in force for an indefinite period.
- B. Layoffs shall be by seniority within 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.
- C. Order within the classification:
 - 1. Volunteers among the affected classification;
 - 2. Temporary, probationary, limited term 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.
- D. During the period that any employee remains on the recall list, any job openings in the bargaining unit shall first be offered to employees on the recall list before offering the position to persons from outside the Court.
- E. Recall

Employees subject to lay off shall be placed on a recall list in order of seniority. Employees shall remain on the recall list for a period of 24 months from the date of layoff. Employees who are recalled shall have 72 hours to accept or reject the recall notice and must report to work not more than fourteen calendar days after the recall notice. Recall notices shall be posted to the last known address of the employee. It shall be the responsibility of the employee to update any contact information while on layoff.

Employees on the recall list may request, in writing, to be designated for temporary or limited term assignments while they are on layoff. Employees who designate for temporary or limited term assignments must be available to return to work within 72 hours of the notice or recall.

Employees recalled from the layoff list shall be entitled to all contractual rights vested prior to layoff. For example, an employee recalled from the layoff list shall not lose any seniority rights vested prior to the layoff. Any payouts of accrued leave time shall not be reinstated upon recall and time spent in layoff status shall not count towards benefit or seniority accruals. The Court understands this to be clarification and does not alter any present substantive rights of employees or the Court.

SECTION 26. JOB ABANDONMENT

Any employee who fails to report to work for three consecutive business days without notifying their supervisor/manager and/or following established call-in procedures may be considered to have abandoned the position. The Court may treat such an unauthorized absence as an automatic resignation, unless there are exigent circumstances. The employee and the Union shall be notified by e-mail and certified mail of the automatic resignation prior to its effective date.

SECTION 27. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this Memorandum of Understanding. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement.

SECTION 28. ASSIGNMENT AND TRANSFER

- A.** Whenever a bench officer has no assigned court reporter, the court shall, to the maximum extent possible, utilize currently employed permanent reporters to ensure coverage of the court reporter function in the affected department. A permanent reporter may indicate interest in being assigned to a bench officer at any time by providing a letter of interest to the Court Executive Officer or designee. Letters of interest shall remain on file until such time as the assignment or vacancy is to be filled. The final decision of who is placed in an assignment is at the discretion of management.
- B.** Whenever an assignment with a judicial department is to be filled, a note of that opening shall be distributed to all court reporters in the bargaining unit. Court reporters who are interested in the assignment shall make their interest known by submitting a letters of interest to the Executive Officer or designee. The Executive Officer or designee will inform the judicial officer assigned to the department that letters of interest have been submitted and will provide those letters to the judicial officer upon request.
- C.** In the event that there is a vacant court reporter position available, notice of such vacant position shall be given to all court reporters in the bargaining unit.
- D.** In the event a court reporter is required to change locations, the Court, if feasible, will make a reasonable effort to accommodate the reporter's need for time to move his or her equipment.

SECTION 29. SAFETY AND ERGONOMICS

The Court and ACOCRA understand that a safe and ergonomically work station is important and a shared responsibility. To that end the parties agree to work cooperatively to provide a safe and ergonomically correct work station. Consistent with the practice of the Court, employees who believe their work area to be unsafe or ergonomically incorrect should notify appropriate staff in Human Resources. Human Resources staff shall provide an appropriate response. Said response may include an ergonomic assessment and, if deemed necessary, appropriate ergonomic equipment.

SECTION 30. ELECTRONIC RECORDING

The Court shall provide the Union with sixty (60) days' notice before implementation of electronic recording and will meet and confer with the Union in a timely manner regarding the impact of implementation of electronic recording.

SECTION 31. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon ratification by both parties and shall remain in full effect until December 31, 2021.

SECTION 32. REOPENER

Notwithstanding section 31 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 24 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 33. "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 ACO CRA-represented staff.

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

SECTION 34. COURT REPORTER, REALTIME IN-HOUSE CERTIFIED


Effective January 1, 2019, the Court shall create a new classification in the ACO CRA bargaining unit called Court Reporter, Realtime In-House Certified. The terms and conditions of employment for this classification shall be identical to those of Court Reporter, except that the premium differential currently paid to Court Reporters for completing in-house certification in Realtime Reporting shall be rolled into the base pay for the new classification. Upon successfully completing in-house certification for Realtime Reporting, employees shall immediately be placed in the Court Reporter, Realtime In-House Certified classification. All employees who have already completed in-house certification for Realtime Reporting as of January 1, 2019 shall be placed in the new classification on that date. For purposes of seniority, time in the Court Reporter; Court Reporter, Realtime In-House Certified; and Court Reporter-CRR classifications shall be treated as time in the same classification.

SECTION 35. SUBCONTRACTING

The Court agrees that in the event it 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 member.



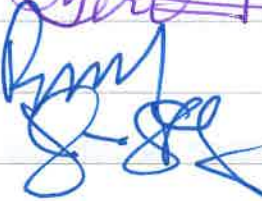
Signed and entered into this 8th day of October, 2019.

FOR THE SUPERIOR COURT:


Melanie Lewis
Deed Patekott
Vittori King

DATE: 10/8/19

FOR ACOCRA:


Robert G. Sproun
Debrah Trujillo

Jerry J. Resette


DATE: 10/8/19

APPENDIX A – DOMESTIC PARTNER DEFINED

(As a reference to Section 8.A. Health Plan Coverage, Section 8.B. Dental Plan Coverage, 16.H. Vacation Transfer between Court Employees, 17.J. Family Sick Leave, and 18.B. Death in Immediate Family)

A "domestic partnership" shall exist between two persons, one of whom is an employee of the Court, covered by this Memorandum of Understanding, 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 in 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 Statement 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 B – SIDE LETTERS OF AGREEMENT




Counter Proposal to Court:
 Side Letter Agreement re Time Tracking System
 Proposal Number: 9
 Distributed on: 11/26/18

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

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:
	<i>Robert S. Spitzer</i>
DATE:	DATE:

Tentative Agreement reached on 11/27/18, 2018, at 10:30 AM / PM

For the Court: 

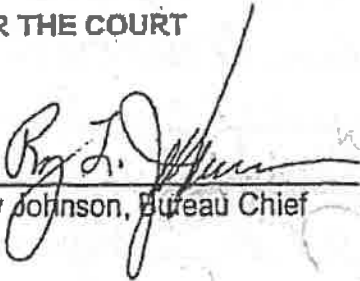
For the Union: *Robert S. Spitzer*

SUPERIOR COURT of ALAMEDA COUNTY
and
ALAMEDA COUNTY OFFICIAL COURT REPORTERS ASSOCIATION
SIDELETTER OF AGREEMENT
Rest Periods


As soon as possible after Union ratification and Court approval of this Agreement, the Court shall distribute a Court Memorandum to affected Court personnel regarding the need for court reporters to take regular breaks in an effort to minimize job-related injuries.

DATED 4-8-05

FOR THE COURT


Ray Johnson, Bureau Chief

FOR THE UNION


Fran Jefferson, Executive Director



SIDELETTER OF AGREEMENT

Between

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

And

THE ALAMEDA COUNTY OFFICIAL COURT REPORTERS ASSOCIATION

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:

[Handwritten signature]

DATE: February 3, 2009

FOR ACOCRA:

[Handwritten signature]

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2019-2021 MEMORANDUM OF UNDERSTANDING
Superior Court of California, County of Alameda and the
Alameda County Official Court Reporters Association - SEIU, Local 1021

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