

PUBLIC SERVICES
SUPERVISORY UNIT

MEMORANDUM
OF
UNDERSTANDING

BETWEEN

SUPERIOR COURT OF CALIFORNIA, COUNTY
OF NAPA



AND

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1021



November 1, 2021 through October 31, 2023

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PREAMBLE

This Memorandum of Understanding is entered into by the Superior Court of California, County of Napa, hereinafter referred to as the "Court" and the Service Employees International Union, Local 1021, hereinafter referred to as the "Union."

ARTICLE 1 RECOGNITION

- A. The Superior Court of California, County of Napa hereby formally recognizes the Service Employees International Union, Local 1021 as the exclusive representative of the Court Employees in the Napa County Superior Court Public Services Supervisory Unit. The term "employee" or "employees" as used herein shall refer to those persons in the unit in the employee classifications listed in Appendix A.

ARTICLE 2 IMPLEMENTATION AND COMPLIANCE

- A. Upon ratification by the Union, this MOU constitutes a mutual recommendation to be submitted to the Napa County Superior Court Bench. This MOU shall not be binding on the parties either in whole or in part unless and until approved.

- B. If the Court fails to take the actions required to timely implement the provisions of this MOU, either party may request the resumption of negotiations.

ARTICLE 3 TERM

- A. This MOU becomes effective when all the conditions of Article 2 (Implementation and Compliance) are met and shall remain in full force and effect from November 1, 2021, except where specified otherwise, to and including October 31, 2023 and from year to year thereafter. However, either party may serve written notice on the other not later than one hundred twenty (120) days prior to the expiration of the MOU of its desire to terminate or amend this MOU.

ARTICLE 4 NO DISCRIMINATION

- A. The Court will not interfere with the right of its employees to become members of the Union. Neither the Court nor any of its agents will discriminate against, interfere with, restrain, or coerce any employee in the unit because of Union membership. However, this Article shall not affect the normal administrative processes nor shall it affect the right of the Court to discipline employees. Furthermore, Court employees are accountable first and foremost for their duties and responsibilities of employment, and Union activities shall not interfere with carrying out of those obligations except as otherwise noted in Articles of this MOU relating to stewards and release time for Union Representatives.

- B. The provisions of this MOU shall be applied equally to all employees in the unit regardless of race, gender, color, age, national origin, ancestry, marital status, physical disability, mental disability, medical condition, sexual orientation, political affiliation, religious belief, or any basis protected by law.

- C. The Court and the Union recognize that the Court has an obligation under law to meet with individual employees who allege a need for reasonable accommodations in the work place because of a disability. The Union will be advised of any proposed accommodations prior to implementation by the Court if such accommodations impact directly on wage, hours, or working conditions of other unit members. The Union may consult with the Court about the consequences of the accommodation and their impact on the wages, hours, and other terms and conditions of employment as set forth in this MOU.

ARTICLE 5 UNION SECURITY

A. Dues/COPE/Union Sponsored Benefit Program Deductions

1. The Union shall have the sole and exclusive right to have membership dues, COPE or other Union-sponsored program costs deducted from the pay of employees covered by this MOU. The Union shall be responsible for notifying the Court of the amount of dues and/or costs to be deducted.
2. Deductions for dues, COPE or other Union-sponsored program costs shall start the pay period after, but no later than thirty (30) calendar days after Court Human Resources receives notification of the employee deduction authorization. The Court shall authorize transmission of such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.
3. Employee requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the Court. The Court shall initiate payroll deductions based on the Union's certified list, submitted to the Court by the Union's Membership Department or other representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
4. The Union shall not provide the Court a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

B. Union Indemnification

The Union shall indemnify, defend and hold the Court harmless against any and all claims, suits, orders, judgments, costs or attorney's fees brought or issued against the Court as a result of any action pursuant to provisions of this Article, including, but not limited to, claims of improper deductions of dues or other deductions, maintenance of records, illegal disclosure, or improper reporting.

C. Data Pertaining To Deductions

The Court shall provide to SEIU Local 1021's Membership Department each pay period, a malleable-electronic file containing the following information:

1. Full Name (first, middle, last suffix)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time, per diem, as needed)
5. Bargaining Unit (pay groups 41 & 42)
6. Pay Rate

D. Dissemination of Bargaining Unit Information

1. Unless required by applicable law, the Court shall not provide contact, biographical and/or demographical information of bargaining unit members to third parties.
2. The Court Human Resources agrees to notify the Union of the identity and nature of third-party requests for bargaining unit contact, biographical, and/or demographical information upon receipt of such request.

ARTICLE 6 UNION REPRESENTATION

A. Designated Stewards

1. It is agreed by the parties the Union may select one (1) steward for this unit. Such steward must be an employee within this unit. It is also agreed that the Union shall not appoint an employee serving an initial probationary period with the Court.
2. Within thirty (30) days of approving a MOU or when there is a change, the Union shall provide Human Resources with the name(s) of the employees who have been designated as stewards. Only the designated employees shall be allowed to act as stewards as defined by this Article.

B. Steward Time Off to Investigate/Process Grievances

1. Union agrees, whenever investigation or processing of a grievance is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. The steward may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances, as provided in Step 2 Grievance Procedure of this MOU without loss of pay. Only one steward will be released for processing or investigating a grievance.
2. When leaving their work location or assignment to act as steward, employees must first obtain permission from their immediate supervisor and inform the supervisor of the nature of their business. Permission to leave will be granted promptly unless absence would cause an undue interruption of work. Time shall be made available no later than the end of the following workday.
3. Upon entering the work location, the steward shall inform the proper supervisor of the general nature of the steward's business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work. Time shall be made available no later than the end of the following workday.

C. Steward Training

Each steward may have four (4) hours with pay for each contract year for steward training. Such time off must be requested in writing at least three (3) weeks in advance of the date of the scheduled training and will be approved unless the time off would cause severe operational problems. Requests made with less than three (3) weeks' notice will be considered and approved if operations permit.

D. Negotiating Team Release Time

1. The Union shall be allowed no more than one (1) employee representative when negotiating an MOU or participating in the meet and confer or Labor-Management process.

2. The Union shall, at least ten (10) workdays before the first scheduled negotiation meeting, provide the Court with the names of the employees who have been designated to serve as employee representatives in the regular negotiations process.

E. Union Participation in New Employee Orientation

1. The Union's designated new employee orientation ("NEO") contacts shall be the Union Field Representative, the Union Stewards and up to two (2) members. The Union shall be responsible for updating the Court of any changes to the designated contact person(s).
2. The Court shall provide the Union's NEO contact(s) with at least ten (10) business days' notice of any new employee orientation meeting. The list shall include each participant's name, start date, position, and division. If there is a change in the scheduled date resulting in an earlier or later start date for the new hire, the Court shall notify the NEO contact(s) as soon as possible and provide the reason for the change. The Court shall also provide an electronic list of expected participant(s) at least forty-eight (48) hours, to the extent possible, in advance of the scheduled orientation meeting.
3. A new hire orientation participation list will also be sent to the Union's membership department via email and shall include the name, job title, division, work location, bargaining unit, full time or pro-rata status, home address, personal email, work, home and personal cell phone number on file with the Court. If the Court does not have the personal email and personal cell phone number on file, this information shall not be provided.
4. The Union NEO contacts shall be afforded up to thirty (30) minutes to meet in person separately with new hires. Up to two (2) Stewards and/or members shall be provided paid release time to meet with the new hires.
5. Depending on the availability of the Union representative(s), the Union may contact Court Human Resources to schedule the Union's meeting with the new hire(s) within ten (10) business days of the employee's start date at a mutually convenient time for the Court and the Union. The new hire shall be entitled to paid release time to meet with the Union representative(s).
6. If the Union representative(s) are not available to meet with new hire(s) on the scheduled orientation date, the Union shall notify the Court as soon as possible but no later than the morning of the new hire orientation.
7. If the Union is not available to meet with the new hire on the employee's start date or within ten (10) business days of the new employee's start date, the Union may provide Union packets to Court Human Resources to give to new hires and direct new hires to contact the Union to follow-up on any questions or additional information.

8. The Union may request an onsite meeting room with access to audio visual equipment or other resources needed to facilitate the Union's new hire orientation.
9. In addition to providing the initial new hire contact information, the Court shall subsequently provide updated Bargaining Unit information to the Union Membership Department on a quarterly basis or upon request from the Union for an additional update. The updated information shall be provided in a malleable (EXCEL or similar) format, forwarded via email and include the name, date of hire, bargaining unit, full time or pro-rata status, Union membership status, job title, work location, home address, work, home and personal cell phone number on file with the Court. If the Court does not have the home and personal cell phone number on file, this information shall not be provided.
10. The parties agree that any disputes regarding changes in the New Employee Orientation process shall be subject to the Grievance Procedure of this MOU and shall be submitted at the First Formal Step of the Grievance Procedure.

F. Court Access for Union Representation and Court Correspondence with the Union

1. A Union representative desiring access to a work location shall state the purpose of the visit and request the Human Resources' authorization prior to the intended visit. If authorization for such access is not granted, the Union representative will be informed when time will be made available. Time shall be made available not later than the end of the following workday. Authorized Union representatives may be given access to a work location during working hours solely for the purpose of conducting grievance investigations and observing working conditions. The Union agrees its representatives will not interfere with operations of the Court.
2. The Union shall give Human Resources a list of all of its authorized representatives, which shall be kept current by the Union. Access to work locations will only be granted to representatives on the current list.
3. The Union shall give Human Resources written notification of the SEIU Chapter President annually on or before January 2nd.
4. The Court shall include the SEIU Chapter President on all correspondence. For reason of employee confidentiality, correspondence related to employee/member discipline shall be excluded and the SEIU Chapter President shall not be copied.

G. Bulletin Boards

1. The Court shall furnish reasonable bulletin board space to Union at all work locations. The boards may be used for the following subjects:
 - a. Union recreational, social and related Union news bulletin;

- b. Scheduled Union meetings;
 - c. Information concerning Union election or results thereof;
 - d. Reports of official business of Union, including newsletters and reports of committees; and
 - e. Any other written material must first be approved and initialed by Human Resources.
2. Material which may properly be posted shall be posted and removed by the Union steward or other Union representatives.
3. Electronic Bulletin Board
- a. The Court shall create a “shared folder” for use by the Union for the duration of this MOU. This shared folder may be used for subjects identified in this section. Any other material posted shall first be approved by Human Resources. All items will be limited to text only and text files will be purged after sixty (60) days. As a shared folder, there shall be no expectation of confidentiality of the information posted. The Union shall designate, and identify for the Court, two Union members who shall have exclusive ability to post items to the shared folder. Only the designated members shall be allowed to post information to the folder. The use of a shared folder shall be discontinued if it is determined by the Court that the folder has been used in a manner other than described, or if use and/or access of the folder by employees is deemed to be disruptive to the workplace.
 - b. The parties may mutually waive the provision of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

H. Lunch Hour Meetings

Union may use Court facilities for lunch hour meetings when space is available and such use is approved in advance by Human Resources. The Union Representative or Steward must make a written request to Human Resources for such approval. The Court agrees to reply by the next Court business day. The Union agrees that Court facilities will be left as they are found.

ARTICLE 7 MANAGEMENT RIGHTS

- A. Subject only to the limitations set forth in this agreement, the Court's right to direct the work force shall be unimpaired. These rights shall include, but are not limited to, the following:
- To manage and direct Court business and personnel;
 - to manage, control, and determine the mission of the Court, its building facilities and operations;
 - to create, change, combine or abolish jobs, Court services and facilities in whole or in part;
 - to relieve its employees from duty or to reduce or adjust such duties because of lack of work or for other reasons considered by the Court to be legitimate;
 - to direct the work force;
 - to set standards of service;
 - to maintain the efficiency of Court operations;
 - to increase or decrease the work force and determine the number of employees needed;
 - to hire, train, transfer, and promote employees;
 - to take disciplinary actions;
 - to determine the procedures and standards of selection for employment and promotion;
 - to establish work standards, schedules of operation and reasonable workload;
 - to specify or assign work requirements and overtime;
 - to schedule working hours and shifts;
 - to adopt rules of conduct and penalties for violation, thereof;
 - to determine the content of job specifications and classifications;
 - to determine the type and scope of work to be performed and the services to be provided;
 - to determine the methods, processes, means, and places of providing services;
 - to take all necessary actions to carry out its mission in emergencies;
 - and to make reasonable rules and regulations pertaining to employees consistent with this agreement.
- B. The exercise of such rights by the Court shall not preclude the Union from communicating with the Court about the consequences that the decisions concerning these matters may have on wages, hours, and other terms and conditions of employment.
- C. Whenever this Article is cited in response to a grievance, a copy of the response shall be provided to the Union by the responding party.

ARTICLE 8 AUTHORIZED AGENTS

A. For the purpose of administering the terms and provisions of this MOU:

1. Management's principal authorized agent shall be the Court Executive Officer, or their duly authorized representative (Address: 825 Brown Street, Napa CA 94559; Telephone: (707) 299-1110), except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

2. Union's principal authorized agent shall be the President of Service Employees International Union, Local 1021 (Address: 2300 Boynton Ave. Suite 200, Fairfield CA 94533; Telephone: (707) 422-9464). The President may designate a duly authorized representative.

ARTICLE 9

LABOR MANAGEMENT COMMITTEE

- A. The Court and the Union shall establish a Labor Management Committee (LMC) to meet the first Friday of even numbered months (February, April, June, August, October, December) from 10:00 a.m. to noon to discuss issues affecting Court employees and solutions acceptable to both parties. The parties shall review the meeting schedule annually at the September LMC meeting to make any agreed upon changes to the frequency of meetings.
- B. The LMC shall not address matters subject to negotiations, meet and confer or grievance process.
- C. One (1) representative from the Supervisory Unit may join and be added to the Public Services Employee Unit representative team. Either party may invite “subject matter experts” when their presence will be helpful in resolving specific issues. Notice of invited subject matter experts shall be provided to the Committee in advance.

ARTICLE 10 PROBATIONARY PERIOD

A. Probationary Time

1. Appointments to budgeted positions shall be subject to a probationary period. Upon written request of an employee's supervisor/manager, the Court may approve counting some temporary, extra help, or provisional service prior to appointment as part of the probationary period, but not to exceed a total of four (4) months. The Court Executive Officer or their designee may refuse to consider time worked in a temporary, extra help, or provisional status for job-related reasons. In order for such prior service to be counted, the temporary, extra help, or provisional service must satisfy all of the following conditions:
 - a. It must have been in the same classification and department as that to which the new appointment is made;
 - b. It must have been full time;
 - c. It must have been separated by no more than four (4) calendar days from the date of the new appointment.
2. Notwithstanding satisfaction of all the foregoing conditions, the Court may, with good cause, disapprove counting such prior temporary, extra help, or provisional service as part of the probationary period of an employee.
3. The probationary period shall be for twelve (12) months for all employees except hereinafter provided, and shall begin on the first date of employment. The probationary period shall be six (6) months upon promotion but may be extended up to twelve (12) months as provided in this Article.

B. Extension of Probationary Period

In cases where it is believed that the Court has had insufficient time to evaluate the employee accurately or in cases where it is believed that additional time on probation might allow the retention of the employee, or for other exceptional reasons, the employee's supervisor/manager may request an extension of the probationary period up to a total of twelve (12) months. Written extension requests are to be submitted for review and recommendation to Human Resources at least ten (10) working days prior to the end of the probationary period. The request shall contain the reasons and justification for the extension, duration of extension, and be accompanied by the employee's six month performance report. Human Resources will make a recommendation to the Court Executive Officer. If approved by the Court Executive Officer, the employee shall be notified in writing by their supervisor/manager of the extension of their probationary period.

C. Regular Status

An employee attains regular status unless otherwise notified prior to completion of the probationary period. When unusual circumstances occur during the last ten (10) days of the probationary period the Court Executive Officer shall have the authority to extend the probationary period by thirty (30) calendar days.

ARTICLE 11 WORK SCHEDULE

A. Purpose

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

B. Workday

The normal workday shall be eight (8) consecutive hours of work, exclusive of at least a thirty (30) minute meal break, in a consecutive twenty-four (24) hour period, except as provided in this Article (Emergencies), and except as provided in this Article's exception for child care. Each eight (8) hour shift may include two (2) fifteen (15) minute rest periods, as provided in this Article (Rest Periods).

C. Workweek

The normal workweek shall be five (5) consecutive workdays and two (2) days off in a seven-consecutive-day period except as provided in this Article (Emergencies).

D. Work Shifts

1. Regular Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for Emergencies, employees' work shifts shall not be changed without twenty-four (24) hour prior notice to the employee. (An overtime assignment does not constitute a change in work shift.)

2. Temporary Flex Shifts

However, an employee may request on a temporary basis that they have a different starting and ending time each workday during the current workweek for the following reasons:

- child care situations;
- to accommodate child school hours;
- caring for a family member;
- employee education reasons, e.g., attending classes;
- to attend school activities;
- other requests of a similar nature.

Furthermore, such employee may also request to work more than eight (8) hours in a workday to make up for time missed for reasons listed above during the current workweek. Different starting and ending times and make-up time under this section

shall not be considered as overtime except when total actual hours worked exceeds forty (40) in a week.

On-going individual temporary shifts are subject to review and approval every six (6) months.

E. Work Schedule

A work schedule is the specifically named days of the week which comprise an employee's normal workweek. Except for Emergencies, employees' work schedules shall not be changed without twenty-four (24) hour prior notice to the employee.

F. Emergencies

Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

G. Alternative Work Schedules

In Court Divisions where employees are interested in pursuing consideration of an alternative work schedule, the following procedure will be followed:

1. Division employees and their supervisor will meet to develop a group proposal for submission to the appropriate Court Manager. Consideration should be given in the proposal to the degree the schedule change would impact the Court in either a positive or negative manner (i.e. phone coverage, front counter coverage, etc.). Human Resources should be consulted on timekeeping issues (i.e., leave, holidays, overtime, etc.).
2. The completed proposal is presented to the appropriate Manager for review. The Manager has thirty (30) calendar days to make a determination as to what kind of impact the proposed alternative work schedule will have on Court operations. In order to be considered further, any work schedule variation must be found to have a positive impact on the operations of the Court. If a positive finding is made, the proposed work schedule will be presented to the Court Executive Officer (or their designee) for consideration of implementation for up to a six (6) month trial work schedule.
3. The Court Executive Officer will review the group proposal along with the management finding and make a decision on implementation of the proposed schedule within thirty (30) calendar days of receipt. Any variation in work shift, work week or work schedule must be approved in writing by the Court Executive Officer prior to

implementation. If the proposal is rejected, the Court will provide the reason for denial.

4. If the Court Executive Officer approves the group proposal, the Court will implement the alternative work schedule on a trial basis for a period of up to six (6) months.
5. If the Court determines during the period of the trial work schedule that the schedule adversely affects customer service or Court operations, the Court will have the right to determine that the trial schedule should be terminated. In this event, the Court will provide notice to the Union and allow a thirty (30) day period during which the Union will have the opportunity to provide feedback on the decision.
6. At the end of the thirty (30) day notice period, the Court Executive Officer will consider the results of the trial work schedule along with the input from the Union and make a final decision as to whether to terminate or continue with the adjusted work schedule. If a decision is made to terminate the alternate work schedule, employees will be given one full pay period notice prior to reverting back to the regular work schedule.
7. Overtime for purposes of this Article shall be defined as actual hours worked in excess of the employee's alternate work shift, work week or work schedule.
8. It is the understanding that the provisions of this item are not subject to the grievance procedure in the Memorandum of Understanding.

H. Job Sharing Policy

The Court agrees to maintain the voluntary Job Sharing policy.

I. Rest Periods

Every employee shall be granted a rest period of not to exceed fifteen (15) minutes during each four (4) hours or major fraction thereof of a working period, but the total for any day shall not exceed thirty (30) minutes. The manager/supervisor shall determine the time when the rest period is to be taken. When practicable, the rest period shall be granted in the middle of each work period. Rest period time shall not be accumulated. No wage deduction for time off shall be made or charged for an authorized rest period. Nor shall any rights accrue for overtime if a rest period is not taken.

J. Time Keeping

1. Calculating Time Off

Sick leave, vacation, compensatory time off, paid leave, etc. may be utilized and shall be charged against employee records to the nearest one-tenth (.10) of an hour.

2. Fiscal Year

For purposes of this Memorandum of Understanding, the fiscal year shall begin at 12:01 AM on the first Saturday in July and end at 12:00 Midnight on Friday, fifty-two (52) weeks later.

3. Time Keeping for Part-Time Employees

Except as provided herein, part-time employees shall earn pay, leave, and related benefits accorded to full-time employees in the same ratio as their part-time employment relates to full-time employment. Such pro-rata treatment shall not apply to the establishing of initial eligibility for health, dental, life, or other insurance programs or timing of merit grade/step increases or vacation accrual rate on behalf of part-time employees. For this purpose, a part-time employee is an employee whose position is listed as a less than full-time budgeted position.

ARTICLE 12 COMPENSATION

A. Salary

1. Effective the first full pay period after Union ratification, a four percent (4%) base wage increase for all represented classification salary ranges.
2. Effective the first full pay period in January 2023, a two percent (2%) base wage increase for all represented classification salary ranges.
3. No wage reopener for the term of the Agreement.

B. Y-Rated Salary

Employees whose salary rate is above the current top step of the employee's job classification shall be "Y-rated" and shall not be eligible to receive additional salary increases until such time as the classification pay is established at a step or range higher than the employee's pay rate.

C. Total Compensation Survey and Salary Survey

1. For the purpose of reviewing employee total compensation comparability, the Court shall survey the following courts:
 - a. Alameda
 - b. Contra Costa
 - c. Marin
 - d. Sacramento
 - e. Sonoma
 - f. Solano
2. The Court shall also survey other agencies by mutual agreement with the Union.
3. The Court will conduct a Salary Survey for all represented classifications, to be completed by September 1, 2023. Said Salary Survey shall be for information purposes only and may be used by either party as a point of reference in the successor MOU negotiations for this Agreement.

D. Pay Differentials

During the term of this MOU, the Court agrees to maintain pay differential as follows for the specific positions identified below:

1. The Step 5 of the Court Division Supervisor will be a minimum of 15% above the Step 5 of the Court Division Specialist.

2. The Step 5 of the Supervisory Court Reporter will be a minimum of 10% above the Step 5 of the Court Reporter.
3. The Step 5 of the Supervisory Family Mediator will be a minimum of 10% above the Step 5 of the Family Mediator.

E. Performance Evaluations/Step Increases

1. If the performance evaluation of an employee who is scheduled to receive a salary step increase is not completed by the end of the second pay period following the due date of the evaluation, the employee shall automatically receive their step increase, retroactive to the original due date.
2. An employee who believes that their performance evaluation contains factually inaccurate information may, within fifteen (15) days of receipt of the evaluation, appeal the rating in writing to the Court Executive Officer. Within fifteen (15) days of receipt of the appeal, the Court Executive Officer will schedule a meeting to hear the employee's appeal. The appellant may be represented by the Union. The scope of appeal meetings shall be limited to factual disputes. Following the appeal meeting, the Court Executive Officer may take whatever action they deem appropriate.

F. Overtime Pay

1. Overtime is defined for all employees subject to this MOU as any actual hours worked in excess of eight (8) hours in a consecutive twenty-four (24) hour period or forty (40) hours of work in an employee's standard workweek, except that for employees who work four (4) ten (10) hour days, overtime is defined as any actual hours worked in excess of ten (10) hours in a consecutive twenty-four (24) hour period or forty (40) hours in an employee's standard workweek.

a. FLSA Overtime

Employees subject to the Fair Labor Standards Act (FLSA) shall be compensated for all overtime hours worked at the rate of time and one-half (1½). The employee may select compensation at the rate of time and one-half (1½) times the employee's regular hourly rate in either cash or CTO.

b. FLSA Exempt Overtime

When an employee who is exempt from FLSA is required and authorized to work overtime by the Court Executive Officer or designee, such employee shall be compensated at time and one-half (1½) for all overtime hours worked. The employee may select either compensation at the rate of time and one-half (1½) times the employee's standard hourly rate in cash or compensatory time off at the rate of time and one-half (1½) for each hour of overtime worked.

2. An employee shall designate their choice for overtime compensation of cash or compensatory time off (CTO) by entering the hours worked on the time card for the pay period in which the overtime was worked.
3. The regular hourly rate for cash payment is the employee's standard hourly rate plus any compensation added to base salary resulting from special or premium pay as defined in this MOU.
4. The Court shall compensate overtime to an employee who works more than five (5) normal workdays during a normal workweek, except that no overtime shall be paid for such work to an employee who is absent from work for more than one (1) normal workday in a normal workweek due to vacation, CTO, holiday, sick leave, any other paid leave, or a combination thereof. An employee working four (4) ten (10) hour days shall be eligible under this provision on their fifth, sixth, or seventh workday.
5. Every effort shall be made by the employee and the Court to utilize compensatory time off earned within the fiscal year it is accumulated.

ARTICLE 13 SPECIAL PAY PRACTICES

A. Split Shift

A split shift shall mean an assigned work shift of eight (8) hours or more accomplished in a period of not less than twelve (12) nor more than twenty-four (24) consecutive hours. An employee shall receive \$.25 an hour over and above his/her normal hourly rate when working a split shift as defined above.

B. Bilingual Pay

Any employee qualifying for bilingual pay shall receive the following pay per biweekly pay period or pro-rated amount for part-time employees in the same ratio as their part-time status relates to full-time.

1. Level 1 - \$40.00 Biweekly: Ability and job related need to converse in the second language and to read English and translate orally into the second language.
2. Level 2 - \$50.00 Biweekly: Ability and job related need to converse in the second language and to read English and translate orally in the second language, read the second language and translate orally into English, and to write in the second language.

C. Real Time Differential

The Court will pay a six percent (6%) differential to Court Reporters who have a national certification for real-time court reporting and who are performing real-time court reporting in the Napa Court. The Court will pay a three percent (3%) differential to Court Reporters who meet the Court's established real-time capable requirement and who are performing real-time court reporting in the Napa Court.

D. Call Back

1. An employee called back to work shall be compensated at time and one-half (1½) for all hours actually worked portal-to-portal. The employee shall choose between compensatory time off or cash payment. The time difference between hours actually worked converted to time and one-half (1½) and a three (3) hour minimum for call-back shall be recorded as straight time cash or compensatory time off.
2. An employee exempt from FLSA called back to work shall be credited with a minimum of three (3) hours at straight time and shall be compensated portal-to-portal.
3. An employee shall be compensated for call-back upon meeting conditions (a) and (b), or (a) and (c):
 - a. The call-back work period is more than two (2) hours separated from the employee's normal work shift.

- b. Employee has departed from his/her work location.
 - c. The employee is required to make a job-related court appearance scheduled during off-duty hours. For this purpose, off-duty hours are those hours outside an employee's normal work shift.
- 4. Call-back pay for court appearance purposes shall not apply when the appearance occurs two (2) or less hours before the beginning, or two (2) or less hours after the end of an employee's normal work shift. Any such court appearance time in these instances beyond the employee's normal work shift, would be considered time worked for overtime computation purposes.
- 5. Call-back compensation shall not apply under any of the following conditions, and time worked under the following conditions shall be compensated on an hour for hour basis:
 - a. When it occurs within two (2) hours or less before the employee's regular starting time on the next regularly scheduled shift.
 - b. Employee is called back to work a second time within four (4) hours of time worked under sub-section D.3. above.
 - c. Employee is notified they will be required to work additional hours beyond the ending time of their normal daily work shift, and such notice is given twenty-four (24) or more hours in advance of the time worked.
 - d. When a job-related court appearance during off-duty hours is scheduled two (2) or fewer hours before the beginning, or two (2) or fewer hours after the end, of an employee's normal work shift.
- 6. Time worked for staff meetings and training sessions shall be compensated on an hour-for-hour basis.
- 7. All compensation for work under this provision shall be made in accordance with the Overtime section of this Article.
- 8. An employee who otherwise qualifies for call-back under this Article and is not on standby duty, shall be compensated at time and one-half (1½) for all actual hours worked on call-back.

E. Out-of-Class Assignment

1. Definition

An out-of-class assignment is the assignment of an employee in a lower job classification to the full-time performance of most of the significant duties, as

determined by the Court, of a higher job classification due to the absence of the employee in the higher classification for any reason.

2. Responsibilities

- a. An out-of-class assignment shall be made in writing by the Court Executive Officer or designee, and it shall include a description of the most significant duties to be performed by the employee which qualify them for the assignment.
- b. After an employee has performed an out-of-class assignment for five (5) working days during the current fiscal year, such employee shall receive five percent (5%) more than their standard hourly rate for any further full day out-of-class assignments during the remainder of such current fiscal year.
- c. An employee who has been assigned and is receiving payment for an out-of-class assignment for less than thirty (30) consecutive workdays shall not receive such payment for any day or portion of a day when said employee is off on vacation, sick leave, holiday, compensatory time off, or other leave with pay status, but shall receive their standard hourly rate in those instances. Furthermore, an employee who terminates from Court service while serving an out-of-class assignment shall only receive their standard hourly rate for payoff of accrued vacation or compensatory time off.

3. Waivers and Exceptions

- a. Nothing in this Out of Class section shall be construed as limiting the Court's authority to make out-of-class assignments not exceeding thirty (30) consecutive workdays in a fiscal year for vacation relief, or for meeting emergencies or peak work assignments.
- b. Nothing in this Out of Class section shall be construed as limiting the Court's authority to make out-of-class assignments not exceeding sixty (60) consecutive workdays in a fiscal year. Any such assignment may be for the purpose of training an employee. Except when assigned to under-fill a position, any such assignment exceeding sixty (60) consecutive workdays in a fiscal year shall be subject to the following:
 - (1) Written consent by the employee; and a copy of such notice will be provided to Human Resources and the Union;
 - (2) Placement of such written consent in the employee's personnel file at their request;
 - (3) The employee whose name appears on a Court eligibility list for appointment shall be given due consideration for promotions when such opportunities occur in the Court;

- (4) Any employee working out-of-class in accordance with this Out of Class section for six (6) months or more shall at the time of any promotion receive the nearest higher grade/step placement in new range above the out-of-class payment.
- c. Employees under filling positions are exempt from this Out of Class section when performing duties in the lower class.
- d. Employees performing the duties in an entry or trainee level class within a classification series which has been established to permit advancement to the journey level. Once the employees are qualified they are exempt from this Out of Class section.
- e. An employee who is performing higher level duties in an under filled capacity while acquiring the required qualifications and training for promotion to the higher level class is exempt from this Out of Class section.
- f. An employee seeking a classification review shall refer to the Pay Setting Procedures article.

ARTICLE 14 PAY SETTING PROCEDURES

A. Salary on Promotion

Any employee who is appointed to a class having a higher salary range than the class which they formerly occupied shall receive the nearest higher biweekly salary not less than one full grade/step in the new salary range, but not to exceed the salary range maximum as of the date upon which the promotion becomes effective. In such cases, the employee shall receive a new salary anniversary date.

B. Salary on Transfer

Any employee who is transferred from one position to another shall be compensated at the same grade/step of the salary range as they previously received if such transfer is to the same class or to another class having the same salary range. In such cases, the employee shall retain the same salary anniversary date.

C. Changes in Salary Allocation

The salary of an employee who has permanent status in a class which is reallocated to a new salary range shall be determined as follows:

1. If the class is reallocated to a higher salary range, the employee shall be compensated at the same grade/step in the salary range as they were receiving in the range to which the class was previously allocated on the effective date of such action.
2. If the position is reallocated to a lower salary range, the employee shall continue to receive the same compensation they received in their former class on the effective date of such action.
3. In both cases, the employee shall retain the same salary anniversary date.

D. Salary on Position Reclassification

The salary of an employee whose position is reclassified shall be determined as follows:

1. If the position is reclassified to a class having the same salary range, the salary of the employee shall not change and neither shall their anniversary date.
2. If the position is reclassified to a class which has a higher salary range, the salary of the employee so affected shall be the nearest higher monthly salary not less than one full grade/step in the new range. The effective date of the reclassification shall be the new salary anniversary date of said employee for further merit grade/step increases within the salary range.

3. If the position is reclassified to a class having a lower salary range, the salary of the employee shall not change and neither shall their anniversary date.

E. Exclusion from Grievances Procedure

Neither the Union nor any employee may grieve or demand arbitration of a disagreement regarding the allocation of a salary or salary range of any class pertaining to an employee or employees in the personnel transactions described in sections A, B, C or D above.

F. Requests for Classification Reviews

1. Requests for classification reviews may be submitted to Human Resources anytime during the year. Requests received by April 1 will be evaluated at that time. Human Resources will provide a response to these requests by May 31.

G. Salary on Pay Reduction

1. Salary on Voluntary Pay Reduction

When an employee requests and accepts a voluntary reduction to a position with a lower salary range maximum, the salary of the employee shall be adjusted to the next lower grade/step not less than one full grade/step in the salary range for the employee's new class unless it would be below the minimum of the new salary range. In such instance, the salary would be the minimum of the new range. After the one (1) full grade/step adjustment, an employee's salary may fall within the salary range of the new class but not necessarily on an established grade/step in the new range. In such event, the employee's salary may be adjusted to the nearest higher salary grade/step in the new range at a subsequent salary anniversary date of such employee. If, after the one (1) full grade/step adjustment, the employee's salary remains above the salary range maximum of the new class, said employee's salary shall be adjusted to that maximum. In such cases, the employee shall retain the same salary anniversary date.

2. Salary on Involuntary Demotion

When an employee is adjusted to a position with a lower salary range maximum for reasons of unsatisfactory performance or disciplinary reasons, the employee's salary shall be adjusted to the next lower grade/step not less than one full grade/step in the new salary range unless it would be below the minimum of the new range. In such instances, the salary would be the minimum of the new range. After the one (1) full grade/step adjustment, an employee's salary may fall within the salary range of the new class but not necessarily on an established grade/step in the new range. In such event, the employee's salary may be adjusted to the nearest higher salary grade/step in the new range at a subsequent salary anniversary date of such employee. If, after the one (1) full grade/step adjustment, the employee's salary remains above the salary range maximum of the new class, said employee's salary shall be adjusted to that

maximum. The effective date of the action shall become the employee's new salary anniversary date.

3. Salary on Demotion in Lieu of Layoff

When an employee accepts a demotion to a vacant lower class in a different series in lieu of layoff and the employee does not have prior seniority status in the lower class and the employee's current salary exceeds the salary range maximum of the lower class, the salary shall be adjusted to the salary range maximum in the lower class. The employee's current salary may fall within the salary range of the lower class but not necessarily on an established grade/step in the new range. In such event, the employee's salary shall not change and may be adjusted to the nearest higher salary grade/step in the new range at a subsequent salary anniversary date of such employee. The employee shall retain the same salary anniversary date.

H. Effective Date of Change

The effective date of any change occurring in connection with sections A, B, C, D or G above shall be the first day of the biweekly pay period in which the change occurs.

I. Salary Anniversary Date

Salary Anniversary Date shall mean the effective date of appointment, promotion, demotion, or reclassification, if such is the first working day of a biweekly pay period. If the appointment is effective on a date other than the first working day of a biweekly pay period, the salary anniversary date shall be the first day of the biweekly pay period following such appointment.

ARTICLE 15 HEALTH AND WELFARE BENEFITS

A. Medical Plan

Pursuant to the California Public Employees Medical and Hospital Care Act (PEMHCA), the Court offers the CalPERS PEMHCA health plan system (CalPERS Health Plan) through a joint contract with the County of Napa. The Court shall pay the mandated PEMHCA minimum contributions for each enrollee.

1. Employee Deductions

All deductions paid by employees for health insurance premiums shall be made on a biweekly basis but no more than twice in a calendar month. Furthermore, all Court contributions for employee health insurance premiums shall be made on a biweekly basis no more than twice in a calendar month.

2. Contribution to the Health Plan

The Court shall increase the employer health benefit contribution by up to twelve percent (12%) annually. The annual rate of increase will be determined by the cost increase percentage that applies to the base rate of the most commonly used CalPERS health plan. The new contribution will be calculated by applying the annual rate of increase to the sum of the previous employer contribution plus the cost of the vision insurance plan.

3. Plan Change

In the event the Court notifies the Union that a change in health plan provider is necessary or advantageous, the Union agrees to meet to discuss the issue.

4. In Lieu Election

Employees who satisfactorily demonstrate medical coverage through another source, and elect not to participate as an employee in the Court’s health plan (any CalPERS PEMHCA health plan), may elect to receive one hundred and twenty-five dollars (\$125) per month (or a pro-rated amount for part time employees) in lieu of participation in the health plan. Subject to CalPERS regulation, employees may make this election at any time.

B. Dental Plan

The Court offers two (2) Dental plan options for employees.

1. Preferred Provider Organization (PPO) and Premier Coverage

The Court shall provide a California Delta Dental Plan (Delta) to include one hundred

percent (100%) coverage for diagnostic/preventive benefits, eighty/twenty percent 80/20% co-insurance for basic dental benefits, fifty/fifty percent (50/50%) co-insurance for major benefits and orthodontics for the employee and their eligible dependents. The cost of such coverage per month shall be paid one hundred percent (100%) by the Court. The annual dental plan maximum shall be two thousand dollars (\$2,000) per participant. The maximum lifetime orthodontic benefit is two thousand dollars (\$2,000).

2. Dental Health Maintenance Organization (DHMO) Option

The Court shall provide a dental maintenance option which includes a co-payment of \$0-\$25 for diagnostic/preventive benefits, a co-payment of \$0-\$35 for basic dental benefits, a co-payment of \$0-\$40 for major benefits and a co-payment of \$0-\$95 for prosthodontics. Co-payments for orthodontic benefits are determined by the provider. There are no deductibles or annual maximums with this plan.

3. Dental Plan Premium Increases

The Court will pay for any premium increases in the dental plans through the term of this MOU.

C. Vision Plan

1. Vision Service Plan (VSP) Low Vision Option

The Court shall offer a vision plan. The cost of such plan is included in the employer contribution toward health insurance as described in the Health and Welfare Benefits Article of this MOU.

2. Vision Service Plan (VSP) High Vision Option

The Court may provide a high vision option plan with the increase in cost above the low vision option being employee paid, with the Court contribution not to exceed the cost of the low vision option.

D. Life Insurance

1. The Court shall provide Forty Thousand Dollars (\$40,000) of term life insurance for each employee with an option for the employee to purchase up to Two Hundred Thousand (\$200,000) of additional term life insurance at the employee's own expense in Ten Thousand (\$10,000) increments at the prevailing group rate.

2. The Court will pay for any premium increases for the life insurance plan through the term of this MOU.

E. Employee Assistance Program

The Court will provide an Employee Assistance Program (EAP) with five (5) total sessions per qualifying incident for each employee and eligible family member per calendar year. Qualifying incident is defined as a separate and different occurrence, problem or event.

F. Healthcare Reimbursement Accounts/Dependent Care Benefits

The Court agrees to maintain the plans provided for IRS Sections 125 and 129 Plans (Healthcare Reimbursement Accounts/Dependent Care Benefits). Any fees or administrative costs associated with these plans shall be borne solely by the participating employee.

G. Domestic Partner Benefits

Employees who are registered domestic partners, as defined by state law, shall have the same benefits as married employees.

H. State Disability Insurance

1. Contributions for State Disability Insurance (SDI) shall be deducted from the salary of each employee. Contributions for SDI shall be made solely by the employee.
2. An employee shall apply for SDI benefits as soon as they are eligible to receive them; and, at the same time, they shall notify Human Resources. If an employee who is eligible to receive SDI benefits chooses not to apply for them, they shall notify Human Resources in writing. Otherwise deductions shall automatically be made from their salary by Human Resources in the amount they would receive in SDI benefits.
3. An employee who receives SDI benefits shall use their accrued sick leave, if any, in conjunction with SDI benefits. When their sick leave, if any, is exhausted, an employee may use their accrued vacation or compensatory time off, if any, in conjunction with SDI benefits in accordance with the Leave of Absence Without Pay provisions in this MOU. The employee must promptly notify Human Resources in writing if they wish to use vacation or compensatory time off in conjunction with SDI benefits. The gross salary of an employee using accrued sick leave, or vacation, or compensatory time off, if any, shall be reduced by the SDI benefits received by them in accordance with the SDI Benefit Schedule.
4. The Court shall continue to contribute to the health, life, and dental insurance of an employee who is receiving SDI benefits so long as they are in a payroll status in accordance with the Less Than Full Time Schedule-Impact on Benefits provision of this MOU. An employee is in a payroll status so long as they are using accrued sick leave, vacation, or compensatory time off in conjunction with SDI benefits.
5. An employee shall earn sick leave and vacation benefits during any full biweekly pay

period in which they receive SDI benefits in accordance with the Leave of Absence Without Pay provisions in this MOU. Furthermore, an employee shall receive service credit for seniority and merit grade/step increases during such a period so long as they are in a payroll status. Service credit for seniority and merit grade/step increases shall be counted on a pro-rata basis for the time the employee was in a payroll status.

6. Absence from work by an employee who is receiving SDI benefits, but who is not in a payroll status, shall be deemed an approved leave without pay, not to exceed thirty (30) working days, without further approval of the Court Executive Officer. Absence from work by an employee who is receiving SDI benefits, but who is in a payroll status, shall be deemed an approved leave without pay in the same ratio as the ratio between SDI benefits received by the employee and their full gross salary. When an employee who is receiving SDI benefits is not in a payroll status, the Court shall contribute to the health, life, and dental insurance in accordance with the Less Than Full Time Schedule-Impact on Benefits provision of this MOU. The eligibility of the employee for seniority, grade/step increases, the completion of probation, and other benefits shall be the same as any other employee on an approved leave without pay.
7. No employee shall receive their full salary from the Court while at the same time receiving SDI benefits.

I. Workers' Compensation Insurance

When an employee is off work as the result of an injury or illness occurring during the course of employment which qualifies for Workers' Compensation Insurance, the Court shall apply a pro-rata share of accrued sick leave to equal the difference between the temporary disability compensation to which the employee is entitled under the Workers' Compensation Act and their regular pay. After their sick leave is exhausted, an employee may choose to integrate Workers' Compensation payments with other discretionary leave balances including vacation, but not limited to Holiday Bank and Compensatory Time Off.

J. Less Than Full-Time Schedule – Impact on Benefits

1. Paid Status Requirement

An employee must be in a paid status at least forty (40) hours each biweekly pay period to be entitled to Court contribution toward health, vision, dental, and life insurance plans unless the employee is on protected leave under a law that requires the Court to contribute toward the health benefits for an employee.

2. Part Time Employees

Part-time employees working forty (40) hours or more bi-weekly shall be entitled to Court contribution toward health insurance programs on a pro-rata basis. Proration shall be based upon the employee's regular weekly work hours corresponding to the

status of the employee's position. Election to participate shall be made during the employee's initial enrollment period with the Court and at other times as allowed by health plans.

3. Medical Leave of Absence Without Pay

An employee who is on an authorized medical leave without pay and not on protected leave is entitled to the Court contribution for health plan costs. In order to be eligible to receive the Court contribution, the employee must be in a paid status at least six (6) hours each biweekly pay period in which medical and other similar benefits are deducted.

ARTICLE 16 RETIREMENT BENEFITS

A. Retirement Benefits Formula

The Napa Superior Court is party to a joint California Public Employees Retirement System (CalPERS) contract with the County of Napa, which provides the following retirement benefits:

1. CalPERS 2.5%@55 Classic benefit formula for employees hired before October 29, 2011. For purposes of calculating retirement benefits, employees hired before September 1, 1992 shall use the single highest year compensation provision. Employees hired after September 1, 1992 shall use the three-year highest compensation provision. For this benefits level, the CalPERS contribution is 8%;
2. CalPERS 2%@60 benefit formula for employees hired on or after October 29, 2011. For purposes of calculating retirement benefits, employees shall use the three-year highest compensation provision. For this benefits level, the CalPERS contribution is 7%;
3. CalPERS 2%@62 benefit formula for new CalPERS members hired on or after January 1, 2013 in compliance with the *Public Employees' Pension Reform Act of 2013 (PEPRA)*. Employees are deemed "New" CalPERS members if they have no prior service with a CalPERS or reciprocal agency within six (6) months of employment with the Court. Each new employee's benefit level at retirement shall be determined by CalPERS. For this benefits level, the CalPERS employee contribution is one-half (50%) of the CalPERS normal cost.

B. Retirement Benefit Formula Enhancements

1. Effective July 5, 2003, Pre-retirement Optional Settlement 2 Death Benefit, pursuant to Government Code Section 21548;
2. Effective July 5, 2003, 1959 Survivor Benefit Level 4, pursuant to Government Code Section 21574;
3. Additional retirement service credit benefit through CalPERS "buy-back" provision for hours worked as extra-help to the extent authorized by CalPERS, pursuant to Government Code Section 20305, and;
4. Any additional retirement benefits or enhancements implemented during the term of this MOU that are agreed to and implemented by Napa County for represented Public Services Employees as a result of retirement legislation and subject to all provisions of law.

C. Retirement Compensation Calculation

The benefit formula that is applied for purposes of calculating employee retirement compensation is determined by CalPERS.

D. Retirement Credit for Unused Sick Leave

1. Pursuant to the CalPERS contract, service credit for unused sick leave (Government Code Section 20965) is available.
2. An employee may elect to use unused sick leave for retirement credit in any of the following ways:
 - a. Apply all accumulated sick leave upon retirement toward retirement service credit; or
 - b. Apply a portion of accumulated sick leave upon retirement toward service credit and use the remaining balance in accordance with the Retiree Health Benefit provisions of this MOU; or
 - c. Apply accumulated sick leave in excess of one thousand two hundred forty-eight (1,248) hours at retirement towards this provision

E. Retirement Health Benefit Provisions

1. Sick Leave Conversion to Health or Dental Coverage

The Court shall pay one (1) month single-party health (at the most commonly enrolled active employee plan rate) or dental coverage upon retirement for each eight (8) hours of accumulated sick leave in excess of one hundred twenty (120) hours, up to a maximum of one thousand two hundred forty eight (1248) hours. Employees exceeding the one hundred twenty (120) hour threshold may apply all sick leave hours towards this benefit up to the maximum.

2. Employee Election

Prior to separation from employment for retirement, an employee shall make a one (1) time only choice of receiving either health or dental coverage upon retirement under this provision. Sick leave conversion may not be banked to obtain such coverage at a time later than upon separation from employment for retirement.

3. Court Contribution to Plan

For qualifying retirees electing to participate in the most commonly enrolled active employee plan, the Court shall contribute an amount equal to the most commonly enrolled active employee premium for Subscriber only. For qualifying retirees

electing to participate in a CalPERS Public Employees Medical and Health Care Act (PEMHCA) health plan, the Court shall contribute an amount equal to the most commonly enrolled active employee premium for Subscriber only. Retirees may switch plans during the CalPERS open enrollment period or upon the occurrence of a qualifying event as defined by CalPERS.

4. Retiree Eligibility

As used in this Article, retirement means that an employee has both been separated from active regular service with the Court and has filed the appropriate documents with California Public Employees' Retirement System (CalPERS) to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred twenty (120) days).

5. Long Term Service Conversion

In lieu of any other health coverage provisions set forth in the Sick Leave Conversion to Health or Dental Coverage sections of this MOU, a retiring employee may elect the following: An employee who retires with the equivalent of twenty (20) years or more of continuous, full-time Napa County/Court service shall be eligible for Court-paid single party health coverage (at the most commonly enrolled active employee plan rate) until Medicare Supplemental Qualifying Age. For qualifying retirees electing to participate in the most commonly enrolled active employee plan, the Court shall contribute an amount equal to the most commonly enrolled active employee plan premium for Subscriber only. For qualifying retirees electing to participate in a CalPERS health plan, the Court shall contribute an amount equal to the most commonly enrolled active employee plan premium for Subscriber only which shall be deemed to include the Court contribution for such retirees as mandated under PEMHCA. Retirees may switch plans during the CalPERS open enrollment period or upon the occurrence of a qualifying event as defined by CalPERS.

6. Coverage Paid by Retiree

An employee who retires from Court service shall be eligible for health coverage in the CalPERS health plan in which they were enrolled upon retirement at their own expense, less the amount the Court is legally mandated to contribute under PEMHCA provisions. Such coverage shall be available to currently retired employees and future retirees upon the exhaustion of health coverage benefits provided under this Article and to employees who retire, but who do not have sufficient sick leave to qualify for health coverage benefits under this Article. To qualify under this provision, a retired employee must have both separated from active service with the Court and filed appropriate documents with the California Public Employees' Retirement System (CalPERS) to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred twenty (120) days).

7. Medicare Eligibility

Current employees hired prior to April 1986, who have enrolled in the Medicare program shall contribute the employee's share of the Medicare contribution; and the Court shall contribute the employer's share of the contribution. This benefit is contingent on the Court's legal ability to participate in the Medicare program under existing State and Federal law.

ARTICLE 17 SICK LEAVE

A. Definition

Sick leave means an absence from work due to the employee's or defined family member's illness, injury, a doctor's or other health care practitioner appointment, or other causes as provided for in MOU Articles related to Pregnancy, Family Sick Leave and Critical Illness Leave. For the purpose of this Article, "family member" shall mean spouse, registered domestic partner, child or parent. Sick leave is not an unconditional right to be absent from work. It shall only be allowed by an employee's supervisor when the conditions described in this definition have been met.

B. Use

In addition to sick leave use as defined above in this Article, in any calendar year, pursuant to Labor Code Section 233, an employee may use their accrued and available sick leave benefits, up to a maximum of forty-eight (48) hours for the care of their ill spouse, registered domestic partner, child, parent, sibling, grandparent or grandchild. For purposes of this Article, "spouse" means a partner in marriage as defined in California Family Code Section 3000; "registered domestic partner" means a partner in a domestic partnership as defined in Family Code Section 297; "child" means a biological, foster or adopted child, a stepchild, a legal ward or a child of a person standing in loco parentis, or a child of a registered domestic partner; and "parent" means a biological, foster, or adoptive parent, a stepparent, parent-in-law or a legal guardian. The Court may, at its discretion, require substantiation of illness or injury by an accredited health care practitioner.

C. Sick Leave Pay

Sick leave with pay, up to the amount of the employee's accrued sick leave, shall be granted to an employee unable to perform the duties of their job because of illness, injury, or pregnancy.

D. Accrual

Each represented employee, except as otherwise provided herein, is entitled to 3.8 working hours of sick leave with pay for each biweekly pay period of service with an unlimited accumulation of sick leave hours. For the purpose of computing sick leave, each employee's work schedule shall be considered no more than five (5) days each week.

E. Conversion of Vacation to Sick Leave

If an employee on vacation becomes ill, they may request a conversion of their vacation time to sick leave with pay if the illness is three (3) or more working days in duration and is supported by a statement from an accredited health care practitioner, or is hospitalized for any period due to accident or illness.

F. Sick Leave Upon Reinstatement

A former employee who is reappointed to Court service shall not be entitled to have restored to their credit any sick leave balance remaining at the time of their separation from Court service, with the exception of a former employee who is reinstated to the same position after January 1, 2001 within twelve (12) months of such separation and when the separation was not for retirement

G. Sick Leave Certification

1. Any employee requesting sick leave shall, upon request of the Court Executive Officer or their designee, furnish documentation signed by an accredited health care practitioner as proof of illness with the length of time the employee was, or can expect to be off work and the expected return to work date.
2. Documentation shall not be requested unless the employee's sick leave absence exceeded or will exceed three (3) consecutive working days, or unless the employee has no accrued sick leave balance, or where the employee's sick leave balance is insufficient to cover the period of actual or anticipated absence.
3. Any employee who, in the opinion of management, is abusing or has abused sick leave privileges may be required to furnish documentation as per section G.2. above and may be subject to disciplinary action as defined in the Discipline Article of this MOU.

ARTICLE 18 FMLA/CFRA

- A. The Court will comply with the statutory provisions governing the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

FMLA/CFRA leaves are leaves of absence without pay that are available to employees for their own medical conditions or that of an eligible family member. Employees may be required to use leave balances to cover time off during FMLA/CFRA leaves. Family leave shall run concurrently with other available leave on a rolling 12 month basis.

ARTICLE 19 PREGNANCY LEAVE

- A. The parties agree that the Court shall comply with the statutory provisions governing pregnancy disability leave. An employee taking such leave may, but is not required to, first use any accrued vacation or compensatory time off, before electing to go on leave of absence without pay under this provision. Prior to the employee beginning pregnancy leave, the employee shall submit a request for vacation, other discretionary leave, or sick leave to be utilized during said leave, if any. Once the request has been submitted by the employee and a leave schedule (with or without use of requested accrued benefits) has been approved by the Court Executive Officer or their designee, such schedule shall not be changed without the approval of the Court Executive Officer or their designee. Such leave schedule shall not permit the alternating of paid leave (vacation, other discretionary leave or sick leave,) with leave without pay. Such leave of absence without pay shall not exceed the amount allowed under state and federal law, 693 hours for a full time employee who works forty (40) hours per week (part time employees will receive pro-rated hours based on hours worked per week), whether or not it is combined with sick leave, vacation, or other discretionary leave.

- B. The use of Pregnancy Leave along with the Family Care and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) is subject to statutory provisions.

- C. Any employee who grieves this Article shall only be allowed to pursue such grievance up to and including the Court Executive Officer.

ARTICLE 20 MISCELLANEOUS LEAVES OF ABSENCE WITH PAY

A. Military Leave

Every represented employee shall be entitled to such leaves of absence with pay and other benefits as are provided for in Division 2, Part 1, Chapter 7 of the Military and Veteran's Code. A Military Leave of absence shall not be chargeable to accrued vacation hours.

B. Leave of Absence for Judicial Purposes

Leaves of Absence for Judicial Purposes shall not be chargeable to accrued vacation hours.

1. Court Appearances

A represented employee shall be entitled to leaves of absence to appear as a witness in court other than as a litigant, in a court which has jurisdiction to compel their presence for reasons not brought about through the misconduct of such employee.

2. Jury Duty

- a. Every represented employee shall be entitled to leaves of absence when regularly called for jury duty in the manner provided by law.
- b. Such leaves of absence shall be granted with pay, up to the amount of the difference between the regular earnings of said employee, and any amount they received for jury or witness fees, except that when an employee serves on jury duty outside the County of Napa, the employee may retain the travel expenses received from the court.
- c. Employees who are empaneled on a jury are excused from work as described herein. The employee will report to work at their regular start time unless the jury is scheduled to meet within the first two (2) hours of the work day. The employee will report to work when the jury is dismissed unless there are less than (2) two hours remaining in the employee's work day. If, during the day, the jury is not in session for a 2-hour period or longer, excluding the lunch hour and concurrent with the employee's work schedule, the employee is required to return to work.

C. Voting Time

An employee who is eligible to vote in primary and general elections shall be granted adequate time at the start or the end of the work schedule to vote, not to exceed two (2) hours, at a time when the polls are open and in accordance with California state law. This section is limited to those employees whose regular work schedule severely limits access to the polls, and is subject to approval by the Court. Employees shall provide their supervisor with a written request for this special leave no later than two workdays before the election.

D. Bereavement Leave

Any regular or probationary employee may be absent from duty by reason of the death of a member of their immediate family. Such bereavement leave shall be with pay for a total not to exceed forty (40) hours per incidence. In the event additional leave is needed, the employee may request the use of vacation or sick or other discretionary leave. Immediate family for this provision shall be limited to spouse, registered domestic partner as defined in California Family Code Section 297, child, mother, father, grandparent or grandchild, brother, sister, the corresponding step-relationship, mother-in-law, father-in-law, sister-in-law, or brother-in-law. Such leave shall not be charged against accumulated sick leave or vacation.

E. Critical Illness Leave

Whenever any regular employee is absent from duty by reason of the critical illness, where death appears imminent, of a member of their immediate family, they shall be entitled to leave with pay, not to exceed forty-eight (48) hours in a fiscal year, chargeable to sick leave. Immediate family for this provision shall be limited to spouse, domestic partner as defined in California Family Code Section 297, child, mother, father, grandparent or grandchild, brother, sister, the corresponding step-relationship, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

F. Paid Leave

1. The Court will provide each eligible supervisory employee forty (40) hours paid leave annually. To be eligible the supervisory employee shall have been employed by the Court in a supervisory capacity as of the beginning of the new calendar year as defined for the paid leave effective the biweekly pay period in January.
2. An employee appointed to a supervisory position after January 1, and who is otherwise eligible under this Article shall have their paid leave accumulation adjusted on a pro-rata basis effective at the beginning of the first full biweekly pay period served in the supervisory position. Such entitlement shall be rounded to the nearest one-half (½) hour.
3. A supervisory employee can utilize such leave at their supervisor's discretion at any time except when:
 - (a) Serving an initial probationary period in the supervisory position. In such instance, the probationary employee may only use said leave upon satisfactory completion of the probation period.
 - (b) An employee has been reclassified to a supervisory position. In such instance, the supervisory employee may only use said leave upon satisfactory completion of six (6) months of service.

4. A supervisory employee who is on leave without pay more than one (1) biweekly pay period shall have their paid leave reduced proportionally. Such calculation shall be accomplished according to the method used in section 2 of this Article.

ARTICLE 21 LEAVE OF ABSENCE WITHOUT PAY

- A. Any request for leave of absence without pay shall be delivered promptly to Court Human Resources. An employee may be granted a leave of absence without pay, provided such request receives the approval of the Court Executive Officer or their designee. A leave without pay request may be granted for any of the following reasons:
1. Illness or disability;
 2. To take a course of study which is relevant to the employee's job duties;
 3. For personal reasons approved by the employee's manager and the Court Executive Officer or their designee;
 4. Child Care.
- B. A leave of absence without pay may be for a period not to exceed one (1) year, provided the Court Executive Officer may extend such leave for an additional period not to exceed one (1) year.
- Procedure in granting extensions shall be the same as that in granting the original leave, provided that said extension must be made not later than fourteen (14) days before the expiration of the original leave.
- C. Whenever an employee who has been granted a leave without pay desires to return before expiration of such leave, they shall contact Human Resources as soon as possible in advance of the desired return date. Moreover, the Court shall give the employee filling the position temporarily at least two (2) weeks' notice prior to terminating their employment.

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D. Sick and Vacation Leave Accruals During LWOP

An employee taking leave without pay shall earn sick leave and vacation leave during the week in which the leave of absence occurs according to the following weekly schedule. Such sick leave and vacation accruals shall be calculated to the nearest tenth as shown in the chart below:

<u>Hours LWOP</u>	<u>Percentage of Accrual</u>
2 - 3.9	90
4 - 7.9	80
8 - 11.9	70
12 - 15.9	60
16 - 19.9	50
20 - 23.9	40
24 - 27.9	30
28 - 31.9	20
32 - 35.9	10
36 - 40.0	0

E. Change in Anniversary Date

- The granting of any authorized leave of absence without pay shall cause an employee's salary anniversary date to be adjusted by the number of pay periods equal to the nearest number of pay periods for which the leave is granted in accordance with the schedule shown below. Leave without pay hours considered in a salary anniversary date adjustment are not counted again for later salary anniversary date adjustments.

The hours without pay are calculated in increments of 79 hours.

<u>Hours Without Pay</u>	<u>Anniversary Date Extended</u>
0 - 56	No Change
57 - 120	One Pay Period
121 - 200	Two Pay Periods
201 - 280	Three Pay Periods
281 - 360	Four Pay Periods
Etc.	

- Every employee must expend all of their accumulated vacation leave in excess of eighty (80) hours and all of their compensatory time prior to commencing an approved leave of absence without pay. Every employee who, having less than eighty (80) hours of accumulated vacation leave, chooses to expend their accumulated vacation leave in connection with the taking of approved leave of absence without pay, must expend said accrued vacation prior to commencing their leave of absence without pay. However, if the leave of absence without pay falls within a protected category, the employee will have a choice to use or hold vacation hours at the start of the leave of absence as allowed under the applicable leave law.

- G. Except for an employee who is off work and receiving State Disability Insurance (SDI) or California Paid Family Leave (CA-PLF) payments, no employee shall be permitted to alternate the use of paid leave (vacation, sick leave, compensatory time off, etc.) with leave without pay.
- H. An employee shall earn holiday hours in accordance with the table in section D above whenever they are on leave without pay during a week when the Court observes a holiday.
- I. Voluntary Time Off Program

The Court and the Union agree to offer the current VTO program each year of this MOU. Current program components, including the 80 hour limit for each fiscal year, will remain in place. The parties understand that approval of VTO is at the sole discretion of Court management.

ARTICLE 22 ABSENCE WITHOUT AUTHORIZED LEAVE (AWOL)

- A. Any employee who is absent without proper authorization for three (3) work days or more may be automatically terminated from Court employment.

ARTICLE 23 VACATION

A. Every employee in a regular full-time position provided for by this Article shall accrue vacation leave as provided in the following schedule:

VACATION LEAVE ACCRUALS

Yrs of Continuous Service	Accrual per Pay Period	Maximum Accrual Allowed
1 through 3 Years	3.8 hours	240 maximum hours
4 through 10 Years	4.8 hours	300 maximum hours
11 through 20 Years	6.2 hours	400 maximum hours
21 or more Years	8.0 hours	400 maximum hours

1. An employee's new vacation accrual rate will be effective the first day of the first full pay period of continuous service indicated in the above schedule.
 2. Each employee may, with approval of their supervisor, take vacation privileges as they are earned.
 3. An employee shall have their vacation accrual date adjusted in accordance with the schedule set forth in Leave of Absence Without Pay Article when they are on leave without pay. Such adjustments shall be made during each fiscal year in accordance with said schedule.
- B. Part-time regular employees shall earn vacation benefits on a pro-rata basis, proportional to full-time employment.
- C. Employees whose continuous temporary or provisional service has been applied towards their probationary period in accordance with Article 10 (Probationary Period) shall begin earning vacation benefits from date of hire in a probationary status.
- D. Any employee separating from Court service shall be entitled to payment in lieu of earned vacation equal to salary otherwise payable for such period. Compensation for terminal vacation and other discretionary leave (excluding sick leave) shall be computed at the hourly rate of the range and grade/step applicable to the position on the last day upon which the employee shall have been in a paid status, exclusive of the terminal vacation period, and shall be only for accrued vacation not taken.
- E. A regular employee who voluntarily separates from Court employment while in good standing, but who is reinstated to the same position on or after January 1, 2001 within twelve (12) months of such separation, shall return with the same vacation accrual rate and unused sick leave that the employee had upon separation. If the rehired employee had elected to use their accrued unused sick leave for either service credit or for payment of health or dental insurance premiums upon the employee's previous retirement, the employee shall not have their prior sick leave balance restored. The adjusted vacation accrual rate will begin to accrue no later than sixty (60) days after the effective date of this MOU.

- F. No person shall be permitted to work for compensation for the Court in any capacity during the time of their paid vacation.
- G. An employee may cash out no less than eight (8) hours and no more than sixty (60) hours of accrued vacation on December 1 of each year, provided that the employee has taken no less than eighty (80) hours of vacation during the prior twelve months and has at least forty (40) hours remaining after the cash out.

ARTICLE 24 PERSONAL LEAVE

- A. All employees (full-time and part-time) in this unit shall receive three (3) hours of personal leave each calendar year.

- B. During the first pay period of the calendar year, full-time employees shall be granted twenty-one (21) hours of personal leave. Such personal leave hours shall be granted to part-time employees on a pro-rata basis, proportional to full-time employment.

- C. Personal leave will be the first leave balance to be debited whenever an employee requests discretionary leave other than Sick Leave.

ARTICLE 25 HOLIDAYS

A. The following listed holidays are generally observed by the Court.

1. January 1 (New Year's Day)
2. The third Monday in January (King's Birthday)
3. The third Monday in February (Washington's Birthday)
4. March 31 (Cesar Chavez Day)
5. The last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. The first Monday in September (Labor Day)
8. The fourth Friday in September (Native American Day)
9. November 11 (Veteran's Day/Armistice Day)
10. The fourth Thursday in November (Thanksgiving Day)
11. The day following Thanksgiving Day
12. December 25 (Christmas Day)
13. Appointed Holiday - Every day appointed by the President of the United States or the Governor of the State of California for a public holiday or a day of thanksgiving, or when:
 - a. Such a day will not occur thereafter on an annual basis and such day is also observed by employees of the State of California pursuant to a collective bargaining agreement between the State of California and SEIU, Local 1000 or its successor organization, or when;
 - b. Such day will thereafter recur on an annual basis. Such day may be observed following meeting and conferring and mutual agreement by the Court and the Union, provided that if such a holiday is mutually agreed upon, then it shall only be observed if the Court Executive Committee formally approves the holiday.

Except as to an appointed holiday, in the event any of the above holidays fall upon a Sunday, the Monday following is a holiday in lieu thereof.

Except as to an appointed holiday, in the event any of the above holidays fall upon a Saturday, the Friday preceding is a holiday in lieu thereof.

B. Holidays for Part-Time Employees and Shift Work Employees

Regular employees assigned to shift work and employees on a less than full-time work schedule shall not receive a greater or lesser number of holidays in any calendar year than regular, full-time assigned employees.

C. In order to be eligible to receive compensation for a holiday, an employee must work, or be in a paid status previously approved by the employee's manager/supervisor, at least four (4) hours the workday immediately before, and four (4) hours the first workday immediately after

that holiday. Part-time employees whose regular work schedule is in conflict with the foregoing are exempt, providing they work or are in an approved paid status according to their schedule immediately before and immediately following such holiday.

- D. Employees in this unit shall be entitled to four (4) hours paid leave on the afternoon before Christmas Day or New Year's Day, except that no such paid leave shall be granted when Christmas Day or New Year's Day falls on a Saturday, Sunday, or Monday.
- E. An employee who is scheduled to work on a paid holiday, but who, for medical reasons, is unable to do so shall receive equivalent straight time compensatory leave. Such compensatory leave may be taken only with prior supervisory approval.
- F. Part-time employees shall, where otherwise eligible, receive holiday benefits on a pro-rata basis, proportional to full-time employment.

ARTICLE 26 PERSONNEL FILES

- A. An employee, or their Union representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time the employee was hired.
- B. An employee shall be entitled to read any statement of an adverse nature which is to be placed in their personnel file. For the purposes of this Article, adverse nature includes, but is not limited to, documents evidencing discipline as defined in the Grievance Procedure of this MOU. Whenever possible, the employee shall acknowledge that they have read such material by signing the actual copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note their refusal on the copy to be filed along with the supervisor's manual signature and the manual signature of a witness to the employee's refusal to sign. An employee or the Union representative at their option shall be entitled to a copy of any document to be placed in the employee's file. An employee may provide written comments to any item contained in their personnel file. Such comments will at the employee's option be placed in their file for future reference.
- C. All materials submitted to Human Resources without the signatures required by this Article shall be returned to the appropriate manager/supervisor for those signatures.
- D. A letter of reprimand shall remain in an employee's open file for two (2) years. If there are other similar incidents within the two (2) year period, then another two (2) year period begins from the date of the most recent incident. However, if there are no other similar incidents during the two (2) year period, the letter of reprimand shall, upon the employee's request, be sealed and remain in the employee's file. The Court shall be able to rely on the letter of reprimand for progressive discipline purposes for a total of five (5) years from the original date of each such letter.

ARTICLE 27 DISCIPLINE

- A. "Discipline" or disciplinary action consists of dismissal, suspension, letter of reprimand, demotion, reduction in class, or a salary grade/step reduction. Probationary releases are excluded from this definition.

- B. "Discipline" shall not include a demotion or reduction in class or salary grade/step reduction which is:
 - (a) voluntarily requested or consented to by an employee, or

 - (b) necessitated by factors other than the employee's performance, or

 - (c) implemented due to an employee's inability to satisfactorily perform the assigned duties and responsibilities of the job.

The Court shall give the employee and the Union notice of such demotion, together with the reasons for the demotion.

- C. Notice of Discipline: When disciplinary action, other than a letter of reprimand, is contemplated, an employee will be provided with a "Notice of Intent to Discipline," which will state what the employee is alleged to have done wrong and what action the Court is proposing to take in response. This notice shall inform an employee of their right to appeal such proposed action through the grievance process described in this MOU, and that they have a right to a "Skelly" meeting if the employee desires. Along with this notice, an employee will be provided copies of evidence that the Court believes justifies taking such action against an employee.

- D. Investigatory Meeting: At their request, the employee may have a representative present at a meeting of an investigatory nature between them and the Court if it may reasonably be concluded from all the circumstances that the meeting may lead to the suspension, demotion, reduction in class, or dismissal of the employee.

ARTICLE 28 GRIEVANCE PROCEDURE

A. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

B. Definitions

1. "Employee" means either employee or employees as appropriate.
2. "Workdays" means days the Court normally is in session in accordance with the California Code of Civil Procedure Section 135 or other days designated as workdays by this MOU
3. "Grievance" means:
 - a. A complaint or dispute over the interpretation, application, or compliance with established Personnel Rules and Policies, or terms and conditions of this MOU, or
 - b. An allegation by an employee or a group of employees that the Court has taken disciplinary action without just cause.
4. "Discipline" or disciplinary action consists of dismissal, suspension, letter of reprimand, demotion, reduction in class, or a salary grade/step reduction. Probationary releases are excluded from this definition.

C. Exclusions

1. The Management Rights Provision, contained in this MOU, is neither grievable nor subject to arbitration.
2. A complaint is not reviewable under the grievance procedure if it is a matter which is handled under some other administrative procedure.
3. Any employee who elects the remedy of filing a complaint with an administrative agency/tribunal, whether state or federal, on an issue that is otherwise subject to the grievance procedure, thereby waives, abandons, and voids any rights to arbitrate the matter under the arbitration provisions of this MOU. The employee may, however, grieve the issue up to the Court Executive Officer level.
4. Written Reprimands are excluded from the Step 4 Grievance Arbitration section.

D. The Union may grieve disagreements over the interpretation, application or compliance with the terms and conditions of this MOU.

E. Grievance Steps 1-3

The following steps shall be followed by an employee submitting a grievance pursuant to this procedure:

Step 1 Discussion with Supervisor: Within ten (10) workdays from the occurrence of the matter on which the grievance is based, or within ten (10) workdays from the time the employee would reasonably be expected to know of the occurrence, the grieving party shall discuss the grievance with the immediate supervisor informally. Within five (5) working days, the supervisor shall give their decision to the grieving party orally. However, if the employee cannot discuss it with their immediate supervisor, the employee may present the grievance to the next superior above the immediate supervisor without further delay or waiting.

Step 2 Written Grievance to Manager: If the grieving party is dissatisfied with the solution at the immediate manager step, the grieving party may, within five (5) working days after the immediate manager has reached a decision or should have rendered a decision, present to the next immediate manager a written grievance as described in this Article. This manager shall hear the grievance and give their written decision to the grieving party within five (5) working days after receiving the grievance. If the next level manager is the Court Executive Officer, another manager would be designated to hear the grievance to maintain the three step grievance procedure.

Written grievances shall include a statement of the problem, the date upon which the problem occurred, the section of this MOU, rule, policy, or applicable law alleged to have been violated, a statement of the proposed remedy, the date the grievance was filed and the signature of the grieving party.

The employee has the right to the assistance of a representative in the preparation of a written grievance and to be represented in formal Step 2 and Step 3 grievance meetings.

Step 3 Written Grievance to Court Executive Officer: If the grieving party is dissatisfied with the resolution at the previous step, the grieving party may, within five (5) working days of date of receipt, present the grievance in writing to the Court Executive Officer or their designee. The Court Executive Officer shall, within ten (10) workdays after receipt of the grievance hear the grievance and render a written final decision unless the grievance is applicable to the Grievance Arbitration provisions in this MOU. This decision shall be set forth in writing to the grieving party with a copy to Human Resources.

When filing a grievance for a disciplinary action, a disciplined employee shall have five (5) working days from date of action to file a grievance alleging that the action was not for just cause.

F. Step 4 Grievance Arbitration

1. Arbitration Criteria

- A. For a grievance to be reviewable under this section, it must involve a disagreement over the interpretation, application, or compliance with the terms of the MOU; or involve a disciplinary action of a regular employee.
- B. The Grievance Procedure as described in this Article must be followed before utilizing this section, except for grievances involving the disciplining of an employee, which shall be filed with the Court Executive Officer or their designee, per Step 3 above.
- C. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee at Step 2, or Step 3 for Disciplinary Grievances, to the extent said grievance has not been satisfactorily resolved.

2. Arbitration Process

Within ten (10) working days from the receipt of the decision of the Court Executive Officer, or their designee, the employee may request arbitration as follows:

- A. Arbitration Panel - If both parties mutually agree, a grievance arbitration panel will be assembled comprised of one (1) member appointed by the Court, one (1) member appointed by the employee organization representing the employee, and one (1) member to be appointed by mutual agreement; or
- B. Selected Arbitrator - The matter can be referred to a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within fifteen (15) working days from date of request, a list of five (5) arbitrators shall be requested by Human Resources from the State Mediation and Conciliation Service. Within five (5) working days after receipt of the list and notification of the Union, the parties shall meet to select the arbitrator. The parties shall alternately strike one name from the list until one arbitrator's name remains. The question of which party shall strike the first name shall be determined by a flip of a coin. Unless the time limits contained in this provision are extended per the Waiver and Time Limits Section of this Article, the party who does not abide by the time limits shall be considered in default and the other party shall be permitted to unilaterally select the arbitrator.

3. Arbitration Decision

- A. The arbitrator shall render a decision not later than thirty (30) calendar days after submission of or receipt of final written arguments, if any, from the parties. The thirty (30) day period may only be extended by agreement of the parties, mutually arrived at in private.
- B. The written decision by the panel or arbitrator resulting from any arbitration of grievances hereunder shall be binding upon the parties hereto.
- C. The decision of the panel or arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify, the terms and conditions of the MOU agreed to by the parties involved.

4. Arbitration Expenses

Any fees or expenses of the arbitrator, including the cost of the original transcript, if any, shall be shared equally by the parties involved. However, all other expenses including, but not limited to, fees for witnesses, and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

G. Waivers and Time Limits

- 1. Failure of a grieving party to initiate a grievance within the time limit specified in this Article shall void the grieving party's right to grieve the matter. Failure by management to reply to the grievance within the time limits specified automatically grants to the grieving party the right to process the grievance to the next level. Failure on the part of the grieving party to respond within the time limits specified shall constitute an abandonment of said grievance.
- 2. Any level or review, or any time limits established in this procedure may be waived or extended by mutual agreement confirmed in writing. If a grievance is of an unusual or unique nature which may place it outside the scope of authority of an immediate supervisor, the grieving party may contact Human Resources to determine the appropriate level for filing such grievance. The determination of Human Resources in this regard shall be final and the implementation of the provision shall not constitute a waiver of the time limits contained in this Article.
- 3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
- 4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

ARTICLE 29 FURLOUGH AND LAYOFF PROCEDURE

- A. The Court shall have the authority to eliminate budgeted positions and thereby layoff or furlough employees for any of the following reasons: lack of work, lack of funds, or in the interest of economy. Interest of economy includes operational concerns such as the apportionment of functions/services in the manner deemed to be the most appropriate and does not necessarily equate to the least expensive apportionment of functions/services.

- B. The Court shall determine the number of budgeted positions to be eliminated and the classification in which layoffs or furloughs are to be made and the number of employees to be affected.
 - 1. As soon thereafter as possible, the Court shall consult with the Union about such layoffs.
 - 2. The Court agrees to meet and confer with the Union on implementing a mandatory furlough in lieu of layoffs in the event personnel cost reductions are needed.

- C. Once a layoff list is developed by the Court, a list of affected persons shall be sent to the Union.

- D. Definitions:
 - 1. A layoff is defined as actual separation from Court service, an involuntary reduction in work hours, or a demotion in lieu of layoff for any of the reasons described in this Article above.
 - 2. For the purposes of this provision, a class is defined as any position or group of positions with the same classification title
 - 3. A series is defined as a number of classes related to one another in terms of ascending difficulty, authority and/or responsibility within the same occupational field. (The classes that constitute a series shall be determined by the Court following consultation with the Union.)
 - 4. Seniority in a class under this provision shall mean continuous-paid service in limited-term, probationary, and regular status in a class; time worked in a Napa County department in the same class; time worked in the Court in another closely related class that was abolished and not replaced; and time worked in a temporary out-of-class assignment. An employee's seniority shall not be broken during a leave of absence without pay. The time during such leave of absence, however, shall not be counted towards seniority. The computation of seniority for part-time employees in regular allocated positions shall be based on the total number of hours worked in a class.
 - 5. Seniority in a series under this provision shall mean continuous-paid service in limited-term, probationary, and permanent status in a series; time worked in a

temporary out-of-class assignment; time worked in the Court in another closely related class that was abolished and not replaced. An employee's seniority shall not be broken during a leave of absence without pay. The time during such leave of absence, however, shall not be counted towards seniority. Time worked in a Napa County department in the same series shall be used to determine the right of an employee to displace another employee in a lower class in the same series in the Court.

6. Displacement rights shall mean the right of an employee with more seniority to cause an employee with less seniority to be demoted to a lower level position or to be laid off. When no lower level position exists, the employee with less seniority is laid off.
 7. Higher level employee under this provision means an employee in a class with a higher salary range maximum than another employee in a class with a lower salary range maximum within the same series.
 8. Flex staff position means a position which is budgeted and thereby eligible to be filled either at the entry or at the journey level in a series. In determining seniority when all employees in a flexibly staffed class series occupy the highest class in the series, the total length of time each employee worked in the series shall be considered as time worked in the current class. When all employees in a flexibly staffed class series do not occupy the highest class in the series, the classes shall be considered as allocated and budgeted at each level.
 9. Right of first refusal means a former or current employee on the Re-employment List has the first right to employment in a vacant position and that others will not be offered employment in such position until such former or current employee has declined appointment as provided in this Article.
- E. An employee who has been selectively certified to a position requiring special qualifications shall be considered in a separate classification for purposes of layoff. The only positions for which this provision shall apply will be: (a) those requiring special qualification by law in order to be eligible to receive funds; and (b) those by job necessity that require either a male or female employee; and (c) those positions that necessitate a bilingual speaking employee. Subsection (c) shall not apply if there is another employee in the Court who possesses both the special qualifications required to perform the job and greater seniority than the specially certified employee.
- F. A layoff in one classification series shall not affect employees working in any other series, unless an employee had prior limited-term, probationary, or permanent status in a class within another series. In such instance such employee, who would otherwise be laid off, may displace an employee in another series as long as they have more seniority in the prior or in a lower level class in the same series in accordance with this section G.1. of this Article.
- G. Layoff/Demotion Within Classification
1. Where layoffs or demotions are to occur they shall be initiated with employees

having the least seniority within a class and shall progress through employees having the most seniority within a class. When there is more than one employee with the same seniority, the order of layoff shall be determined by considering the employees' most recent performance evaluation, with the employee receiving the lower evaluation being laid off before the employee receiving the higher evaluation.

2. After determining the class, the appointing authority shall designate the persons to be laid off according to the following criteria:
 - a. All layoffs, as determined by the Court, shall be made in the following order: firstly, those employees hired under emergency conditions; then temporary employees; then limited term, then probationary, and finally employees holding regular status.
3. An employee who acquires probationary status in a class shall be given seniority credit for the prior continuous temporary service which had been approved for application towards the completion of the probationary period. This provision only applies if the prior continuous temporary service was approved under Article 10 (Probationary Period).
4. Union may consult with the Court where both layoffs are scheduled to occur and services are provided by contract. Such consultation shall involve only those job classifications, by budget unit, in which layoffs are scheduled to occur and in which the same duties are performed under contract. Following consultation, and provided that it involves the breach of no contract, the appointing authority may recommend the termination of contracts in lieu of the layoff of employees.

H. Displacement Rights

1. An employee who has been designated for layoff may displace an employee in a lower class in the same series in accordance with their standing as listed in sections F. and G of this Article. In the same manner, the employee thus displaced may likewise displace another employee, and so on. A higher level employee who has been designated for layoff, or an employee who has otherwise been demoted from higher level class in the same series, shall retain their seniority accrued in a higher level class and have same counted towards seniority in a lower class. When no lower level budgeted position exists, the employee with the least seniority is laid off.
2. An employee who was promoted or reclassified and whose former class was abolished or replaced shall have displacement rights to the class that replaced his/her former class. In this instance, an employee who would otherwise be laid off may displace another employee in the existing class if they have more seniority in the class.
3. The Court and the Union may agree that an employee who is subject to layoff may cause a reduction in hours to another employee in a lower class in the same series in accordance with their standing as listed in this Article, section F.1 and F.2, in lieu of

layoff. In order for such agreement to be implemented, it must also be agreed to by the simple majority of affected employees.

4. Employees may consult with the Court regarding the sharing of positions among them in lieu of layoff. All affected employees must agree to such an arrangement. Furthermore, the sharing of positions must be approved by the Court Executive Officer before it may be implemented.

I. Notice of Layoff

1. An employee to be laid off shall be given not less than ten (10) working days advance written notice of the effective date of such layoff by the appointing authority. The notice may be either personally delivered to the employee or sent by certified mail to the employee's last known address. The last known address shall be considered as being the address which is in the personnel file of the employee. The notice shall be deemed served on the date it is personally delivered to the employee or on the date it is mailed to his or her last known address.
2. To be considered for demotion in lieu of layoff, an employee must notify his/her appointing authority in writing of their decision not later than five (5) working days after receiving the notice of layoff.

J. Re-Employment List

1. The names of employees laid off or demoted under this procedure, arranged in the order of greatest to least seniority, by class, shall constitute a Re-employment List for the class. The person's name shall remain on the Re-employment List for two (2) years from the effective date of layoff of such employee. An employee who is rehired within the two (2) year period shall retain their seniority, and shall retain their years of service for vacation accrual as the same as existed on the date of layoff.
2. Individuals identified on a Re-employment List shall have the right of first refusal for appointment to fill a vacancy in the same class from which the employee was laid off. A person who accepts such reappointment within one (1) year of the date of layoff or demotion shall be rehired at the same employment status (probationary or permanent) held as of the date of such layoff or demotion. A person who accepts such reappointment after one (1) year of the date of layoff or demotion and within two (2) years of the date of such action shall serve a six (6) month probationary period. The person's salary shall be at the same salary grade/step held as of date of layoff or demotion. Such re-employment shall establish a new salary anniversary date for an employee who actually separated from Court service under this Article.
3. A person on the appropriate Re-employment List as determined herein who has requested in writing an appointment to a lower class in the same series from which they were laid off, shall be offered employment in order of seniority in the series. This provision shall take precedence over section F.11 of this Article. A person

who accepts such reappointment within one (1) year of the date of layoff or demotion shall be rehired at the same employment status (probationary or permanent) held as of the date of such layoff or demotion. A person who accepts such reappointment after one (1) year of the date of layoff or demotion and within two (2) years of the date of such action shall serve a six (6) month probationary period. The person's salary shall be at the same salary grade/step held as of date of layoff or demotion. Such re-employment shall establish a new salary anniversary date.

4. An employee who was demoted in lieu of layoff and who accepts reappointment in the same class from which the employee was demoted shall (1) retain their seniority in the class from which they were demoted as of the date of reappointment, and (2) such reappointment shall not establish a new salary anniversary date. When an employee's salary was Y-rated at the time of demotion, the employee upon reappointment shall be placed in the same salary grade/step as was held as of date of demotion.
5. An employee, in order to be returned to employment under this section, must meet all the minimum qualifications for the class.
6. The names of persons shall be deemed removed from Re-employment Lists and their entitlement to appointment from such lists terminated, as follows:
 - a. Upon the expiration of two (2) years following the effective date of layoff of such person.
 - b. Upon being appointed to a regular position within Court service in a class which is the same as the one for which the list exists, or which, at the time of appointment, is equal to or higher in salary (grade/step 5) than the class for which the Re-employment List exists.
 - c. Employees shall not be deemed removed from a Re-employment List as a consequence of being appointed to any temporary or limited-term position in any class, or for acceptance of employment in a lower level class (lower grade/step 5 salary than the class for which the re-employment list exists).
 - d. Upon declining an offer of reappointment (except in instances where the person states in writing that they are temporarily medically incapacitated).
 - e. In the event a person states in writing that they do not desire reappointment, or fails to file a written statement expressing their desire for reappointment within five (5) calendar days following personal delivery or the date of certified mailing to their last known address. A person may, upon written request, be granted a temporary waiver or reappointment for a period of up to thirty (30) calendar days. A denial of a temporary waiver may only be for good cause.

K. This layoff procedure shall apply to all represented employees.

ARTICLE 30 TRAINING, EDUCATION AND OTHER PROFESSIONAL REIMBURSEMENTS

- A. Subject to the availability of funds, the Court will reimburse employees a maximum of \$1000 per year for the cost of education and training programs completed on the employee's own time.

Reimbursement for Court Reporters will be as follows:

1. 100% of the cost of Court Reporting continuing education courses;
2. 100% of the cost of Real-Time training courses;
3. Total annual reimbursement for Court Reporters will be capped at an individual maximum of \$1000 per year.

The Court will budget funds for this purpose and notify the Union of any planned reduction in the budgeted amount.

- B. Specific programs covered will be identified by the Court and will include:

1. Paralegal Certificates offered by local Community Colleges or other State accredited educational institutions;
2. Courses required for a Degree in Administration of Justice;
3. Membership and/or tuition for courses offered by the California Court Association (CCA);
4. Courses required for CCA certification;
5. Other Court-related courses that are determined to be relevant to job performance or development in the employee's career field. Requests for tuition reimbursement must be submitted and approved prior to the start of training. The Court shall make every reasonable effort to approve the request at least one week prior to the end of the registration deadline, whenever possible.

- C. The Court will provide a link on CourtNet to the CCA website and will include a notice that the cost of CCA membership and tuition for CCA courses can be submitted to Human Resources for reimbursement in accordance with procedures described in this Article above.

- D. A team of management and employees will meet and agree on non-mandatory training proposals for the Courts annual Training Day.

- E. The Court agrees to allow eight (8) hours paid leave each fiscal year to professional employees for work-related education or training. When such employees are off on such leave, they will not be entitled to reimbursement for mileage, tuition or fee reimbursement, or other associated expenses.
- F. The Court agrees to provide access to Court News – Weekly update, which is available online by signing up with JCC.
- G. Effective calendar year 2022, the Court will reimburse the cost of an active Court Reporter’s annual license renewal fees, professional association fees, and/or annual RealTime renewal fees up to a total of five hundred dollars (\$500) per full-time employee, pro rata for part-time employees based on FTE equivalency status, per calendar year after submission of appropriate documentation by the employee to the Court.

ARTICLE 31 MILEAGE REIMBURSEMENT

- A. Employees who use their personal vehicles in the performance of their job duties shall be reimbursed for mileage at the then current rate established by the Judicial Branch Travel guidelines and Court Policy. An employee who intends to use their personal vehicle to conduct Court business must first (a) complete and file the proper forms stating the intention to use their personal vehicle; and (b) have the prior written approval of Court management.

ARTICLE 32 MEAL ALLOWANCE

- A. The reimbursement for meals will be provided according to the Trial Court Financial Policies and Procedures.

- B. Any employee who, during the course of their regular duties, is required to attend a meeting within the Court at which no meal is served shall be reimbursed for the cost of said meal in accordance with this Article above. With prior notice and upon request of management, an employee shall be required to provide a receipt for the cost of meals.

- c. Any employee who, during the course of his/her regular duties, is required to either attend a meeting or conduct Court business outside the Court, shall be reimbursed for the cost of meals in accordance with the travel/meal policy. If an employee has no practical choice where they may eat meals, the Court shall reimburse them for the actual cost of meals. With prior notice and upon request of management, an employee shall be required to provide a receipt for the cost of meals.

ARTICLE 33

EMPLOYMENT OF RELATIVES

- A. The employment of a member of any employee's immediate family shall only be permitted when (1) the related employee is not supervised by, or supervises, the relative, and when (2) the course and nature of their work is independent and does not cause interaction or a close working relationship. An employee's immediate family shall be considered for this Article as spouse, domestic partner as defined in California Family Code section 297, child, mother, father, grandparent, or grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or a corresponding step-relationship.

ARTICLE 34 MISCELLANEOUS PROVISIONS

A. Equipment Provisions

Safety Glasses - Whenever their use is required by the Court, the Court shall provide safety glasses at no cost to the employee.

B. The Court will meet-and-confer over the impacts of implementing any State mandates related to court reporters.

ARTICLE 35 INTERRUPTION OF WORK

- A. Union agrees that during the term of this MOU, neither its officers, employees, agents, or members will, directly or indirectly, initiate, engage in, encourage, sanction, support, instigate, or suggest any strike, slow down, mass resignation, mass absenteeism, sick-ins, picketing, or similar concerted activity which would suspend, interfere with, or interrupt the normal work and operations of the Court. In the event that any Union member participates in such activity in violation of this provision, the Union shall immediately notify the member or members so engaged to cease and desist from such activities, and shall further direct such member to promptly return to his or her normal duties.

- B. The Court shall have the right to deny all usage of sick leave by any employee if management has reasonable cause to believe the sick leave usage is related to a sick-out or any other form of concerted activity. This provision shall be interpreted so as to limit the denial of sick leave for the time in question.

ARTICLE 36 SEVERABILITY

- A. It is understood and agreed that this MOU is subject to all current and future applicable federal and state laws and regulations, and all current lawful rules, policies, and regulations of the Court, except as the same are expressly modified by this MOU. If any term, clause, or provision of this MOU is determined to be in conflict or inconsistent with any such applicable law, rule, and regulation or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such term, clause, or provision may be suspended or superseded by such applicable law, rule, or regulation, and the remainder of this MOU shall not be affected thereby, but shall continue in full force and effect, it being the intention of the parties that this MOU be implemented notwithstanding and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 37 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations during the terms of this MOU.

- C. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall, in any manner, be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by Court Executive Committee.


- D. The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

APPENDIX A EMPLOYEE UNIT CLASSIFICATIONS

Court Division Supervisor
Supervising Family Mediator

SIGNATURE PAGE


**For the:
SUPERIOR COURT OF CALIFORNIA,
NAPA COUNTY**


Robert E. Freshman
Court Executive Officer


Tarry Singler
Chief Financial Officer


Lisa Skinner
Court Financial Officer


Not available for signature

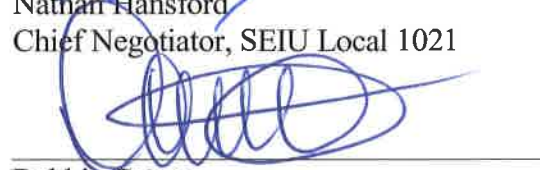

Beverly Snow
Human Resources Manager



Rochanne Triplett
Human Resources Analyst



Gregory Ramirez
Chief Negotiator, IEDA

**For the:
SEIU LOCAL 1021
PUBLIC SERVICE EMPLOYEES UNIT**


Nathan Hansford
Chief Negotiator, SEIU Local 1021


Debbie Cravea
Bargaining Team Member


Hillary Hight
Bargaining Team Member


Janell Caudle
Bargaining Team Member


David Canham
Executive Director, SEIU Local 1021


Del Mallory
Area Director, SEIU Local 1021