

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**

**THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021**



**January 1, 2009 – December 31, 2011**

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AND  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1021**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into by the Director, Human Resources & Labor Relations Bureau for the Superior Court of California, County of Alameda, hereafter designated as "Court", and Local 1021 of the Service Employees International Union,, hereafter designated as "Union", as a recommendation to the Judges of the Court of those conditions of employment which are to be in effect from January 1, 2009 to and including December 31, 2011 for those employees working in representation units referred to in Section 1. hereof.

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

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

**SECTION 1. RECOGNITION**

**A.** The Court recognizes the Union as the exclusive bargaining representative for the employees in classifications in Bargaining Unit 057 and Bargaining Unit 058, full-time and part-time.

**SECTION 2. NO DISCRIMINATION**

**A. DISCRIMINATION PROHIBITED.** No person shall be appointed, reduced or removed, or in any way favored or discriminated against because of his/her political or religious opinions or affiliations or because of racial or national origin, sexual orientation, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, physical disability, mental or psychological disabilities.

**B. NO DISCRIMINATION ON ACCOUNT OF UNION ACTIVITY.** Neither the Court nor employee organizations shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Union activity.

**SECTION 3. UNION SECURITY**

**A. NOTICE OF RECOGNIZED UNION.** The Court shall post within the employee work or rest area a written notice which sets forth the classifications included within each

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

**B. AGENCY SHOP**

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

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

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

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

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

Failure to file such a report within 100 days of the close of each Union's fiscal year shall

result in the termination of all agency fee deductions without jeopardy to any employee until said report is filed.

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

#### **SECTION 4. UNION BULLETIN BOARD, MEETINGS AND ACCESS TO EMPLOYEES**

- A. BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Court Executive Officer for use by employees and Union to communicate with employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the Court or its relations with Court employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely. Where policy permits an employee to post materials in their workplace for their personal convenience, union materials shall be treated on the same basis with other materials so posted.

- B. USE OF COURT FACILITIES.** Court facilities may be made available upon timely application for use by off-duty employees and the Union. Application for such use shall be made to the management person under whose control the facility is placed.
- C. JOB CONTACTS.** Any authorized representative of Union shall have the right to contact individual employees working within the representation unit represented by his/her organization in Court facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Court Executive Officer or designee who shall grant permission for such contact, if, in his/her judgment, it will not disrupt the business of the work unit involved. When contact on the work location is precluded by confidentiality of records, or of work situation, health and safety of employees or the public, or by disturbance to others, the Court Executive Officer or designee shall make other arrangements for a contact location removed from the work area during the same work day or the following work day.
- D. MEETINGS.** Meetings of a representative of a recognized employee organization and a group of employees shall not be permitted during working hours, except as provided herein or in Section 18. The Court Executive Officer may, upon timely application, allow meetings of a representative and/or a steward of a recognized employee organization and a group of employees during the lunch period in Court facilities. If conducting group orientation sessions for new employees, the Court Executive Officer shall permit a union representative or a steward to meet with said new employees for a period of up to 30 minutes. A steward who attends an orientation session shall be permitted release time for this purpose. Other than group orientation sessions for new employees, no contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organization business.
- E. DEPARTMENTAL MEETINGS.** Unless otherwise agreed, representatives or employees of employee organization shall not be permitted to attend meetings or conferences called by Court personnel to attend to matters arising out of the normal course of Court activities.

As used herein, Court meetings shall not include meetings between management and affected employees on matters mutually acknowledged to be submitted under Section 18. Grievance Procedure.

- F. ACCESS TO RECORDS.** An employee shall be permitted to review his/her own personnel record. Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee or the Union representative when accompanied by the employee or upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record. The Court shall provide one copy of the record without charge. The Court may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available. The employee or representative must give the Human Resources & Labor Relations Bureau twenty-four (24) hours advance notice to comply with this request.

Letters of reprimand or warning, excluding letters pertaining to sexual harassment and workplace violence, will be removed from an employee's personnel record after five years from the date of the letter upon written request by the employee to the Court Executive Officer provided that the Court has not initiated any subsequent corrective action of the employee.

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

## **SECTION 5. SHOP STEWARDS**

- A. PURPOSE.** The Court recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that Union in appointing such shop stewards does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.
- B. ROLE OF STEWARD AND SUPERVISOR.** The shop steward recognizes the fact that the supervisor is the key person in the agency/department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that his/her stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, Court policy and/or Memorandum of Understanding.
- C. SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Court Executive Officer in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Court Executive Officer shall be advised in writing of the steward being replaced and the steward named to take his/her place. The number of stewards shall be mutually agreed upon and a list of stewards shall be submitted to the Court Executive Officer.
- D. DUTIES AND RESPONSIBILITIES OF STEWARDS.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards.

### **1. Duties and Time Limits**

- a. **SHOP STEWARDS WORKING FULL TIME.** After obtaining supervisory permission, shop stewards employed full-time will be permitted to leave their normal work area during on-duty time not to exceed eight hours per pay

period in order to assist in investigation of facts and assist in presentation of a grievance.

- b. **SHOP STEWARDS WORKING LESS THAN FULL TIME.** After obtaining supervisory permission, shop stewards employed two-fifths time or more, but **less than full time**, will be permitted to leave their normal work area during on-duty time not to exceed four hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance.

To obtain permission to investigate a grievance of employee(s) during on-duty time, the steward shall advise the supervisor of the affected employee(s) of his/her investigation otherwise the investigation will be conducted on off-duty time.

The shop steward shall report such time to his/her supervisor as shop steward leave for timekeeping purposes. The shop steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by stewards as part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing.

2. If, in the judgment of the supervisor, because of the necessity of maintaining adequate level of service, permission cannot be granted immediately to the shop steward in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.

**E. CHANGES IN STEWARDS OR NUMBER OF STEWARDS.** If management reassigns a shop steward which will leave his/her present shift or work location without a steward, the Union shall have the right to appoint a replacement. Should the Union wish to change stewards during the grievance procedure, it may do so provided that only one steward will be allowed time off from work upon one occasion to investigate the grievance.

**F. CONDUCT OF MEETINGS.** Any meeting of shop stewards and supervisors will be held in a quiet, dignified manner. Management personnel will agree to recognize and work with Union stewards in a conscientious effort to settle problems at the earliest possible step of the grievance procedure.

**G. LIMITATIONS OF TIME OFF.** Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.

**H. SHOP STEWARD SIGNS.** Shop stewards may identify themselves by use of an appropriate sign or placard so long as the sign or placard is no larger than 4 inches by 12 inches.

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

**A. WORK SCHEDULE AND CHANGE OF SHIFT.** The Court Executive Officer or designee shall prepare a schedule showing the hours each employee and appointive officer of the Court is to work. Except under unforeseeable circumstances, the Court shall make every reasonable effort to assure that no employee shall have more than one change of shift in a work week and that the employee shall be off duty no less than 12 hours prior to working the new shift.

**B. WORK DAY AND WORK WEEK.**

1. For each full-time employee who works 7.5 hours per day, the normal work week shall be 37.5 hours.
2. For each full-time employee who works 8 hours per day, the normal work week shall be 40 hours.
3. For each **part-time** employee, the work day and/or work week will be determined by the Court Executive Officer or designee. The work day and/or work week will be a proration of time scheduled to work to the normal 37.5 or 40 hour work week base for the employee's classification enumerated in Appendix A.
4. For **part-time** employees, the "work week base," as used herein, shall mean an amount of hours in a work week which are equivalent to the full time hours listed for classifications as enumerated in Appendix A.

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

**D. REST PERIODS.** No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any right to overtime be accrued for rest periods not taken. There is no obligation upon the Court to provide facilities for refreshments during the rest period, or for procurement thereof.

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

**E. CONVERSION OF WORK WEEK FROM 37.5 TO 40 HOURS.** Employees in classifications converting to a 40-hours work week shall carry over their vacation and sick leave and subject to Section 9.A. hereof, floating holiday balance in the same number of days and fractions of days recorded for the 37.5 hour work week. For compensatory time, the

same number of hours and fractions of hours recorded for the 37.5 hour work week shall be carried over for the 40 hour work week subject to Section 7.F. hereof.

## **SECTION 7. OVERTIME**

**A. HOW OVERTIME IS AUTHORIZED.** Work for the Court by an employee at times other than those schedule pursuant to Section 6.A. shall be approved in advance, in writing, by the Court Executive Officer, or in cases of unanticipated emergency, shall be approved by the Court Executive Officer, after such emergency work is performed. No employee shall perform overtime work unless such overtime work has been approved by the Court Executive Officer or designee.

Overtime shall be approved for an employee assigned to work in the courtroom and whose work hours exceed his or her normal work week because the bench officer kept the court in session either during the employee's normal meal break or at the conclusion of the employee's work day.

**B. OVERTIME WORK DEFINED.** Overtime work shall be defined as all work performed in a work week pursuant to subsection A of this section in excess of the normal full-time work week for the job classification. Holidays which fall on an employee's regularly scheduled day off shall not count towards the accumulation of the work week. Holidays worked, holidays which fall on an employee's regularly scheduled workday and paid time off shall count toward the accumulation of the work week.

### **C. RATES DEFINED.**

1. For the purposes of this section, the hourly rate shall be defined as follows:

- a. For employees working a 37.5-hour work week or 37.5-hour work week base, the hourly rate shall be the biweekly rate divided by 75.
- b. For employees working a 40-hour work week, or 40-hour work week base, the hourly rate shall be the biweekly rate divided by 80.
- c. For employees working on an hourly rate basis, the hourly rate is reflected in appendices attached hereto.

2. For purposes of this section, the Fair Labor Standards Act regular rate shall be defined as follows: An employee's regular rate shall include in addition to his/her hourly rate as defined in C. 1 any applicable footnote and any applicable premium payment pursuant to Section 12. and Section 13.B. of this Memorandum of Understanding.

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

1. For classifications with a 37.5-hour work week or a 37.5-hour work week base employees shall be compensated at time and one-half for all time worked in excess of 37.5 hours.
2. For classifications with a 40-hour work week or a 40-hour work week base employees shall be compensated at time and one-half for all time worked in excess of 40 hours.
3. The method of compensation for cash payment of overtime worked shall be as follows:

Employees covered by the overtime provisions of the Fair Labor Standards Act shall be paid time and one-half for overtime worked as provided in subsection D. based on the hourly rate defined in subsection C. 1 provided, however, that time and one-half the employee's Fair Labor Standards Act regular rate defined in subsection C.2 shall be paid for all actual hours worked in excess of 40 hours (excluding holidays and paid leave time) in an employee's designated work week.

4. There shall be no overtime payment unless the employee has actually worked at least some portion of time during said work week (e.g., an employee on paid leave only, during an entire work week, is not entitled to any overtime compensation).

**E. WHEN OVERTIME SHALL BE PAID.** Compensation for overtime work shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.

**F. WHEN COMPENSATING TIME OFF MAY BE TAKEN OR PAID.** Compensating time off earned on or after April 15, 1986 may be accrued to a maximum of 80 hours, and any employee who has accumulated 80 hours of compensatory time off shall be paid in cash for all subsequent overtime worked until such time as the employee's compensating time off balance is reduced below 80 hours. Notwithstanding the foregoing, an employee may exceed the 80-hour maximum when an emergency or other unusual circumstances exist and approval has been obtained from the Court Executive Officer to grant compensating time off in excess of 80 hours.

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

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

## **SECTION 8. LEAVES OF ABSENCE**

**A. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the Court, except as hereinafter provided.

**B. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to his supervisor a copy of his/her military orders which specify the dates and duration of such leave.

If such employee shall have been continuously employed by the Court for at least one year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:

1. Paid military leave which may be granted during a fiscal year is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.
2. During the period specified in 8.B.1. above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.

Time spent on military leave shall be included in determining eligibility to occupy a classification based upon length of service.

**C. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Court Executive Officer may grant an employee a leave of absence without pay from his/her position to permit such an employee to be temporarily appointed to fill a position which is vacant as the result, and during the period of, a military leave of absence.

**D. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Court Executive Officer upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one year.

**E. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a Court classification, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which he/she has tenure, by

the Court Executive Officer, for the duration of said employee's assignment to the special project.

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

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

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

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

**G. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this Memorandum of Understanding to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties in the service of the Court but who is nevertheless capable of performing other work or duties outside the service of the Court may, within the discretion of the Court Executive Officer, be granted sick leave of absence without pay during such disability to accept such employment.

**H. PERSONAL DISABILITY LEAVE.** After six months from date of employment, an employee shall be entitled to a personal disability leaves of absence without pay up to 12-months upon presentation of acceptable proof of his/her personal disability. Before such leave is taken, the employee must have used all accrued vacation, paid sick leave or compensating time off, unless the employee is receiving accrued vacation, paid sick leave or compensating time off as a supplement to disability insurance benefits under Section 19 of this Memorandum, in which event, the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted

paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis.

The Court Executive Officer may require acceptable proof of the employee's ability to return to work provided that the Court shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Court shall immediately notify the employee in writing of existing deficiencies in the submitted proof. Employees granted leave under this paragraph shall be returned to the same classification and the Court Executive Officer shall make his/her best effort to return such employee to the same geographical location, shift and, where there is specialization within a classification, to the same specialization. Questions as to whether or not the Court Executive Officer has used his/her best effort herein shall not be subject to the grievance procedure.

#### **PARENTAL LEAVE.**

- a. Definition: Parental leave is defined as absence from the employee's class and position, without pay, granted an employee to care for his or her newborn child or newly adopted child.
- b. Duration and Conditions: An employee may be granted parental leave for up to four months, the dates of which are to be mutually agreed upon by the Executive Officer or the appointing authority and the employee granted the leave. An employee may elect to take accrued vacation or compensatory leave during the period of leave.
- c. Exceptions: The Court will comply with State and Federal law where leaves granted by statute exceed those granted by the Court.

**J. DEATH IN IMMEDIATE FAMILY.** Leave of absence with pay because of death in the immediate family of a regularly scheduled person in the Court service may be granted by the Court Executive Officer for a period of up to 5 days. For purposes of this section, "immediate family" means mother, step-mother, father, step-father, husband, wife, domestic partner (upon submission of an affidavit as defined in Appendix B), son, step-son, daughter, step-daughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, or sister-in-law.

Entitlement to leave of absence under this section shall be only for all hours the employee would have been scheduled to work for those days granted, and, insofar as the days are concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

**K. LEAVE FOR PARTICIPATING IN EXAMINATION PROCESS.** Upon 48 hours advance notice by the employee to his/her supervisor, an employee shall be granted paid leave while participating in an Alameda County examination, which is scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to

travel between the work place and the testing site. Examinations for jurisdictions other than the County of Alameda are exempted from this provision.

**L. LEAVE FOR PARTICIPATING IN THE SELECTION OR TRANSFER PROCESS.**

Upon 24 hours advance notice by the employee to his/her supervisor, an employee who has received a certification for an Alameda County employment interview or an employee who must be interviewed as part of an interdepartmental transfer shall be granted paid leave while participating in the interview scheduled during the employee's work hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the site of the interview. With prior notice to the employee, the Court Executive Officer may require written verification of an interdepartmental transfer interview. Interviews for jurisdictions other than the County of Alameda are exempted from this provision.

**M. LEAVE FOR PARTICIPATING IN A LITERACY PROGRAM.**

Any employee accepted into the Alameda County Workplace Literacy Program, subject to grant approval, as a learner or a participant or other workplace program approved by the Court shall be permitted up to 25 hours in a 12 month period of educational leave with pay to the extent that such courses of instruction are provided during the employee's on-duty hours.

**N. LEAVE FOR EMPLOYMENT WITH THE UNION.**

Upon written certification from the Union and the agreement of the Court Executive Officer, up to two employees at any one time who are subject to this Memorandum of Agreement shall be granted a leave of absence without pay for a period of up to six months in a calendar year to work for Local 1021. At the end of such leave the employee shall be returned to his/her same classification in the Court.

**SECTION 9. HOLIDAYS**

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

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

**B. FLOATING HOLIDAY.** Employees covered by this MOU shall be entitled to three (3) floating holidays per calendar year. Floating holidays are to be scheduled by mutual agreement of the employee and his/her supervisor and taken within the calendar year. When a written request for floating holiday is submitted, the Court Executive Officer shall respond in writing within 14 calendar days or shall schedule the floating holiday as requested by the employee. Employees hired on or after July 1 of any calendar year are not eligible to receive the floating holidays in that calendar year.

**C. VALUE OF A HOLIDAY.** The value of a holiday which falls during a pay period is 1/10<sup>th</sup> of an employee's time spent in paid status during such pay period, excluding overtime. The maximum value of a holiday is 7.5 hours for a classification normally scheduled to work 75 hours per pay period or 8 hours for a classification normally scheduled to work 80 hours per pay period.

**D. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1; February 12, known as "Lincoln's Birthday"; March 31, known as "Cesar Chavez's Birthday"; July 4; November 11, known as "Veterans Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by the Court, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

**E.** It is understood between the parties that if the Judicial Council changes holidays or dates holidays are observed or are celebrated, this agreement shall be interpreted to allow the court to comply with the Judicial Council order without adding additional holidays.

**F. HOLIDAY COMPENSATION.**

1. For Full-Time Employees

a. Holidays not worked by full-time employees shall be compensated at straight time.

b. In the event that any employee, by virtue of having worked a holiday, as defined in this section, should work longer than the normal work week as set forth in Section 6.B. of this Memorandum, said employee shall be compensated as provided in Section 7.B. and 7.C. hereof.

2. For **Part-time** Employees

a. For **part-time** employees, the compensation for holidays not worked shall be at straight time, prorated each pay period in which a holiday occurs, based upon a proration of the hours which would have been worked within the pay period, but for the holiday, to the normal full-time period for the job classification. Such an

employee may, in writing, with a minimum of seven calendar days notice to the Court, elect to use accrued vacation and/or compensatory time off to replace a decrease experienced in the employee's regular biweekly salary due to a prorated holiday.

- b. **Less than full time** employees shall be compensated for hours worked on holidays defined herein at one and one-half times the normal hourly rate.

**G. ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, except pay for a floating holiday, an employee must be on paid status the employee's scheduled work day before and the employee's scheduled work day after the holiday.

**H. EXEMPT WORK SITUATIONS.** Time spent in study courses, seminars and meetings of professional groups is exempt from the provisions of this section.

## **SECTION 10. VACATION LEAVE**

### **A. VACATION ACCRUAL**

**1. Accrual Schedule.** Each person in the service of the Court shall accrue vacation leave according to the following schedules. An employee who is regularly scheduled to **work less than the normal work week** for the job classification shall accrue vacation leave entitlement according to the following schedules, except that the vacation accrual entitlement shall be prorated each pay period based upon a proration of the hours worked within that pay period to the normal full-time pay period for the job classification. Vacation pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period.

- a. Two Weeks Accrual - .385 working days for each biweekly pay period on paid status until completion of 104 biweekly pay periods (4 years) of continuous employment up to a maximum accrual of 20 days.
- b. Three Weeks Accrual - .577 working days for each biweekly pay period on paid status after completion of 104 biweekly pay periods (4 years) of continuous employment and until completion of 286 biweekly pay periods (11 years) of continuous employment **up to a maximum accrual of 30 days.**
- c. Four Weeks Accrual - .769 working days for each biweekly pay period on paid status after completion of 286 biweekly pay periods (11 years) of continuous employment and until completion of 520 biweekly pay periods, (20 years) of continuous employment **up to a maximum accrual of 40 days.**

- d. Five Weeks Accrual - .962 working days for each biweekly pay period on paid status after completion of 520 biweekly pay periods (20 years) of continuous employment **up to a maximum accrual of 50 days.**

2. **Cash Payment in Lieu of Vacation Leave.** An employee who leaves the Court service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix A, for unused vacation accrued to the date of his/her separation provided that such entitlement shall not exceed the employee's applicable maximum accrual as set forth in Subsection 10.A.

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

- B. DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin on the first day of employment.

- C. EFFECT OF LEAVE WITHOUT PAY ON VACATION CREDIT.** No vacation credit shall be earned during the period when an employee is absent on leave without pay.

- D. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave with or without pay, time during which a person is laid off because his/her services are not needed, and time during which a person is temporarily not employed by the Court, if followed by reemployment within three years in the case of persons reemployed on or after July 1, 1975, or if followed by reemployment within one year in the case of persons reemployed prior to July 1, 1975, shall not be considered as an interruption of continuous service for the purpose of this section. However, the period of time such employee is absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such years of continuous employment for the purpose of this section, provided that persons who reemployed prior to July 1, 1975, after one year and within three years from the date such break in service commenced shall, after completing ten years of uninterrupted service following such reemployment, receive credit for all prior service in determining eligibility for vacation entitlement at the rate of .769 working days for each biweekly period.

- E. WHEN VACATION LEAVE MAY BE TAKEN.** Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave.

1. **Vacation Seniority.** An employee's seniority for vacation seniority purposes is based upon total Court and County service among those in the same classification within a vacation scheduling unit. Should an employee change his/her scheduling unit and/or

classification, total Court and County seniority by classification would apply within the new scheduling unit. Promotion within a flexibly staffed position for purposes of vacation seniority will not be considered a change in classification.

- 2. For Full-Time Employees.** Except as provided in paragraph 4 hereof, vacation shall be scheduled by mutual agreement of the employee and his/her supervisor. In the event of conflicting requests from employees, the matter shall be decided in favor of the employee having the longest Court/County service in a classification within a vacation scheduling unit. Subsequent vacation requests within the same calendar year shall be resolved in favor of the most senior employee who has not, by virtue of his/her senior position, previously had such a conflict resolved in his/her favor during the calendar year. In the event of vacation schedule conflict among employees, all of whom have, by virtue of their senior position, had such conflicts resolved in their favor during the calendar year, the senior employee who has had the least number of such conflicts resolved in his/her favor shall prevail. When written submission of a vacation request is required pursuant to this paragraph 2., the Court Executive Officer shall respond within 20 calendar days in writing or shall schedule the vacation requested by the employee.
- 3. For Part-Time Employees.** Any employee scheduled to work **less than the full-time** work week and two-fifths or more time for the job classification may, at the discretion of the Court Executive Officer be included in a vacation scheduling unit with full-time employees in the same job classification, and in such cases both the full-time and the **less than full-time** employees shall have conflicting requests resolved according to the procedure indicated herein.
- 4. Alternative Scheduling Procedure.** In the event that vacation scheduling pursuant to paragraph 2. or 3. hereof is impractical due to the size of the vacation scheduling unit involved or other reasons, the following procedures shall apply. In a month established by the Court Executive Officer, any employee may submit up to three choices of preferred vacation period for the subsequent 12 months. The Court shall approve such choices on the basis of employee seniority as set forth in paragraph 2. hereof.

The Court shall post a list of approved and scheduled vacations no later than four weeks following the end of the designated month in which the vacation requests were due. Any employee who fails to submit a choice or choices or any new employee who misses the sign-up period for the Court shall schedule vacations by mutual agreement pursuant to paragraph 2. or 3. hereof provided that such vacation scheduled by mutual agreement shall not supersede any vacation scheduled by submission.

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

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

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

**G. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation, which such person would have been entitled to receive, including premium pay, if in active service during such vacation period.

**H. VACATION PURCHASE PLAN.** All full-time employees subject to this MOU may elect to purchase up two additional weeks of vacation over and above their regular entitlement as set forth in paragraph A. hereof. The additional two week(s) may be purchased in the following manner: On or before the biweekly pay period nearest October 1 of any year, an eligible employee shall submit a written request to the Court Executive Officer or designee, stating his/her desire to purchase the extra two weeks. The additional two week(s) of vacation, once purchased, may be taken with the employee's regular vacation entitlement.

1. Except for Personal Leave granted under Section 10.F., purchased vacation must be utilized before vacation balances accrued pursuant to Section 10.A are utilized. In the event that an employee has exhausted vacation balances accrued pursuant to Section 10.A., then purchased vacation may be utilized for Personal Leave granted under Section 10.F.
2. For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued pursuant to Section 10.A. Said combined vacation balance shall be subject to the cash payment limitations of Section 10.A hereof.
3. Employees may not elect to purchase two additional week(s) of vacation if their purchased vacation balance in October exceeds five days.
4. Employees who change status from eligible status to purchase vacation to a non-eligible status will be paid for any purchased vacation balance.

**I. VACATION TRANSFER BETWEEN COURT EMPLOYEES.**

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

**G. VACATION SELLBACK.** Full-time employees may elect to receive equivalent cash payment for up to two vacation days until June 30, 1998. Then effective July 1, 1998, full-time employees may elect to receive equivalent cash payment for up to one vacation day during each subsequent fiscal year. Employees who are regularly scheduled to work less than full time may elect to receive a pro-rated share of the equivalent cash payment based upon a proration of the scheduled work hours per week to the normal full-time work week for the classification.

## **SECTION 11. SICK LEAVE**

**A. SICK LEAVE DEFINED.** As used in this section, "Sick Leave" means leave of absence of an employee because of any of the following: (i) illness or injury which renders him/her incapable of performing his/her work or duties for the Court; (ii) his/her exposure to contagious disease; and (iii) routine medical or dental appointment of the employee.

**B. EMPLOYEE DEFINED.** As used in this section, "Employee" means any person, holding a regular appointment in the Court service, and otherwise subject to the provisions of this Memorandum of Understanding.

**C. SELF-INFLICTED INJURY EXCLUDED.** In no case shall absence due to purposefully self-inflicted incapacity or injury be deemed as a basis for granting either sick leave or sick leave with pay under the provisions of this section.

**D. SICK LEAVE - DAYS OR FRACTIONS OF DAYS.** Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

### **E. CUMULATIVE SICK LEAVE PLAN**

#### **1. Accumulation of Sick Leave**

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

prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour work week base up to a maximum accumulation of 150 days of unused sick leave with pay entitlement.

- d. For **part-time** employees - 37.5 hour work week base: Each employee who is regularly scheduled to work less than the 37.5 hour work week base shall accrue sick leave pursuant to Section 11.E.1.b. above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 37.5 hour work week base up to maximum accumulation of 150 days of unused sick leave with pay entitlement.

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

**G. CONVERSION OF SICK LEAVE TO VACATION.** When an employee's sick leave balance accrued pursuant to subsection 11.E. (Cumulative Sick Leave) hereof reaches 150 days, 5 days shall be deducted from said sick leave balance and shall be converted to 1 day of vacation. Said vacation shall be added to vacation balances accumulated pursuant to Section 10. Vacation Leave, and shall thereafter be subject to the provisions of Section 10. Vacation Leave.

**H. MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.**

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

- a. For employees who, as of June 25, 1979, completed the equivalent of 26 pay periods but less than 130 pay periods, the maximum aggregate lifetime eligibility for major medical supplement paid sick leave shall be as follows:
  - 1) 22 days for those employed on a full time basis as of 6/25/79.
  - 2) 22 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a **less than full time** basis.
- b. For employees who, as of June 25, 1979, completed the equivalent of 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:
  - 1) 44 days for those employed on a full time basis as of 6/25/79.

- 2) 44 days prorated based upon a proportion of the hours worked in the pay period immediately preceding 6/25/79 for those employed on a **less than full time** basis.

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

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

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

**I. SICK LEAVE USAGE REPORT - S.L.I.C.E. REPORT.** This is to clarify that the Court's sick leave average as stated in this report is a tool to trigger the review of an employee's attendance record. Exceeding the Court average is not in and of itself an indicator of sick leave abuse for an individual employee. No employee shall be placed on sick leave review unless he/she has first received an oral warning, followed by a written confirmation, that his/her individual attendance record is marginal and he/she is provided a written statement explaining the reason and the length of time his/her attendance is to be monitored. Upon request, an employee shall be given a profile documenting his/her attendance record, if placed on sick leave review.

**J. MEDICAL REPORT.** The Court Executive Officer, as a condition of granting sick leave with pay, may require medical evidence of sickness or injury in the form of a statement from an employee's physician acceptable to the Court when the Court Executive Officer determines within his/her discretion that there are indications of excessive use of sick leave or sick leave abuse. A diagnosis is not required as medical evidence of sickness or injury unless it is reasonable to believe that the employee's condition may endanger the health or safety of other employees and/or the public.

**K. FAMILY SICK LEAVE.** Leaves of absence with pay because of sickness or injury in the immediate family of an employee in the Court service shall be granted by the Court Executive Officer or designee for up to (9) nine days per calendar year to care for an immediate family member, to include the time reasonable necessary to arrange for care of the sick person by others and for medical and dental appointments, provided the employee has available accrued sick leave. Time taken for leave of absence under the provisions of this Subsection shall be deducted from the employee's accrued and available sick leave. Part time employees are entitled to use the applicable prorated amount of accrued and available sick leave. For purpose of this Subsection, "immediate" family means mother, stepmother, father, stepfather, husband, wife, domestic partner upon submission of a written affidavit for domestic partnership as defined in Appendix B., son, stepson, daughter, stepdaughter, foster parent, foster child, person for whom the employee is a court appointed guardian or any other person sharing the relationship of in loco parentis; and when living in the household of the employee, a brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandchildren.

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

**1. Amount and Duration of Payment.**

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

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

- b. **Part-time** employees: **Part-time** employees will receive the Industrial Sick leave Supplement but shall be on a prorated basis.

2. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection L.1. to an employee:
  - a. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law,
  - b. Whose injury or illness has become permanent and stationary,
  - c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation.
  - d. Who is retired on permanent disability and/or disability retirement pension,
  - e. Who unreasonably refuses to accept other Court employment for which he/she is not substantially disabled,
  - f. Whose injury or illness is the result of failure to observe Court health or safety regulations or the commission of a criminal offense.
  - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee, and
  - h. Whose injury or illness, is a recurrence or reinjury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.
3. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
4. **Leave for Medical Treatment.** Employees with an approved Worker's Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive industrial leave with pay under the following conditions:
  - a. Treatments are being paid under Workers' Compensation;
  - b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours; and

- c. The leave applies only to actual treatment time and reasonable travel time. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

## **SECTION 12. PREMIUM CONDITIONS**

**A. BILINGUAL PAY.** Upon the approval of the Court Executive Officer, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$35.00 per pay period compensation. A person occupying such a position and having proficiency in three or more languages shall receive \$45.00 per pay period, provided that such a person is required to utilize such additional languages in the course of his/her duties for the Court. No employee shall be required to perform bilingual services unless that employee is receiving bilingual pay.

## **SECTION 13. SPECIAL PERFORMANCE PAY**

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

1. The full range of duties of the higher-level position except the preparation of performance evaluations has been specifically assigned in writing by the Court Executive Officer.
2. Assignment for out-of-class pay can only be made for full shift of the higher-level position. Under the provisions of this section, **part-time** employees can only meet the "full shift" criteria by being assigned to a higher-level **part-time** position, or by being assigned to work the full shift of a full-time position.

**Compensation for temporary assignment to a higher-level position shall be as follows:**

3. The service in such position exceeds 10 days in any 12 month period, and payment shall be retroactive to the first day of such services in a 12-month period.
4. The rate of pay pursuant to this section shall be calculated as though the employee has been promoted to the higher-level position. Since out-of-class pay is an assignment rather than a Court appointment to the position, the employee is not eligible for steps increases which apply to the higher level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.

Notwithstanding this restriction, however, the employee's rate of pay shall not be reduced during a continuous period of out-of-class assignment in the event that the salary range of the higher-level position increases.

5. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:
  - a. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.
  - b. Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, if an absence exceeds five consecutive work days, the employee shall be paid for such absence in excess of five work days at the employee's regular non-out of-class rate.
6. Work assignments shall not be changed or rotated among employees for the purpose of evading this requirement of providing greater compensation to an employee who would otherwise be eligible for such pay as provided herein.

An employee in a 37-1/2 hour classification who is assigned to a 40-hour higher level position may at the Court Executive Officer's discretion continue to work 37-1/2 hours and is to be paid at the appropriate hourly rate of the higher level classification as if the employee were, in fact, promoted (see subsection 13.A.4. above). Likewise, an employee in a 37-1/2 hour position or a regular 40-hour position who is assigned to a higher level position which is on flextime schedule should, at the Court Executive Officer's discretion, continue to work a regular schedule, rather than revising the work schedule to match the flex schedule of the higher level position.

Time worked in a higher-level assignment in excess of the work week affixed to the employee's appointed position shall be compensated pursuant to the provisions of Section 7. hereof.

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

## **SECTION 14. HEALTH AND DENTAL PLANS**

### **A. HEALTH PLANS**

#### **1. Health Plan Coverage for Full-Time Employees**

The Court shall pay 100% of the premium for the lowest cost health insurance plan and the equivalent amount towards other plans. The Court shall provide Kaiser HMO, Health Net HMO and Health Net PPO. Should the Court consider changing these options, the Court will meet and confer with the bargaining unit.

For 2009, the Court will pay 100% of the Kaiser premium, which on a month basis is:

Employee only	\$407.08
Employee+ One	\$814.16
Family	\$1,125.04

The Court's contribution toward the providers charge shall be the full-time contribution provided that the employee is on full-time paid status. If the employee is on paid status on **less than a full-time** basis, the Court contribution shall be as specified in 14.A.2.

2. **Health Plan Coverage For Employees Regularly Scheduled To Work Less Than The Normal Work Week:** Any employee who is regularly scheduled to work less than the normal work week for the job classification shall be entitled to elect coverage under either the comprehensive group health plan by a health maintenance organization or one of the indemnity options as provided in Section 14.A.1 for full-time employees; provided, however, that the employee is on paid status at least 50% of the normal full-time work week for the job classification.

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

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

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

Employees who have medical insurance coverage outside of the Court may elect to participate in Share the Savings.

If an employee verifies other coverage and elects no coverage through the Court medical plans, the employee is eligible for the following stipends:

**STIPENDS**

<b>IF YOU DECLINE...</b>	<b>ELECTING...</b>	<b>YOU WILL RECEIVE A MONTHLY STIPEND OF...</b>
All health plan coverage	No coverage	\$100
Family coverage	Single coverage	\$75
Family coverage	2-party coverage	\$50
2-party coverage	Single coverage	\$50

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

Those whose health plan coverage was allowed to lapse for duration greater than three months will be able to re-enroll on the first day of the month following return to work

Such employees will be subject to new deductibles, maximums, and waiting periods.

**5. Open Enrollment:**

Eligible employees may choose from among Kaiser and Health Net.

**B. DENTAL PLANS**

**1. Dental Plan Coverage For Full-Time Employees:**

a. The Court shall contribute the cost of the provider’s charge for a dental plan for full-time employees and their dependents, including domestic partners (as defined in Appendix B) and their eligible dependents provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification. Eligible full-time employees may elect any one of the following dental plan options. This contribution shall apply to the dental plan options listed below.

These benefits options shall be available as listed to the extent that the carrier continues to offer these benefits. The Court shall give notice to the Union of such benefits changes. Upon receiving such notice, the Union may request to meet and confer regarding a substitute benefit but if a substitute benefit is not possible, as determined by the Court, the parties will meet and confer regarding the effect of such benefit changes.

- 1) An indemnity dental plan – Delta Premier
- 2) A pre-paid, closed panel dental plan – DeltaCare USA
- 3) Married Court employees, (and domestic partners as defined in Appendix B) both employed by the Court, shall be entitled to one choice from the following list of dental plan coverages:
  - a) Up to one full family plan and one employee only coverage.

- 2. Dental Plan Coverage For less Than Full-Time Employees:** The Court shall contribute the full cost of the provider's charge for a dental plan for **less than full-time** employees and their eligible dependents, provided, however, that the employee is on paid status at least 50% of the normal full-time work week for the job classification.

The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employee as described in B.1. above. To participate, an employee working in a classification normally subject to a 40-hour work week must be on paid status at least 40 hours in each and every biweekly pay period and an employee working in a classification normally subject to a 37.5 hour work week must be on paid status at least 37.5 hours in each and every biweekly pay period.

- 3. Effect Of Authorized Leave Without Pay:** Employees who are granted leave of absence without pay, whose dental plan coverage has lapsed for a period of three months or less, and who return to work on paid status of at least half-time per pay period shall retain dental plan eligibility as further provided:

- a. Full-time employees who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration of three months or less will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin according to guidelines established by the Court.

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

- b. **Part-time** employees regularly scheduled to work 50% time or more per pay period who were absent on authorized leave without pay, whose dental plan coverage lapsed for a duration of three months or less, who return to work and work 50% time or more per pay period, will be re-enrolled as a continuing member in the dental plan with respect to the application of deductibles, maximums and waiting periods. Coverage will begin according to guidelines established by the Court

Those whose dental plan coverage lapsed for a duration greater than three months will be re-enrolled on the first of the month following return to work in the same manner as allowed for regularly scheduled **part-time** new hires with respect to the application of deductibles, maximum and waiting period.

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

## **SECTION 15. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES**

- A. MILAGE RATES PAYABLE.** Effective January 1, 2005, mileage allowance for authorized use of personal vehicles on Court business shall be paid at the standard business rate as prescribed by the Administrative Offices of the Courts. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Administrative Offices of the Courts.
- B. MINIMUM ALLOWANCE.** An employee who is required by the Court Executive Officer to use his/her private automobile at least eight days in any month on Court business shall not receive less than \$10 in that month for the use of his/her automobile.
- C. PREMIUM ALLOWANCE.** An employee who is required by the Court Executive Officer to use his/her private automobile at least 10 days in any month and, in connection with such use, is also regularly required to carry in his/her private automobile, Court records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12 per month for any such month.
- D. REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by the Court Executive Officer to use a private automobile on Court business, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the Court, in a sum not exceeding \$500, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident

causing such damage. Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Court Executive Officer within 30 days of such loss, damage or theft.

## **SECTION 16. WAGES**

- A.** Effective first pay period after ratification of the agreement by both parties salaries for all represented classifications shall be increased by 2% set forth in Appendix A.
- B.** Effective January 24, 2010 salaries for all represented classifications shall be increased by 2% set forth in Appendix A.
- C.** Effective January 23, 2011 salaries for all represented classifications shall be increased by 2% set forth in Appendix A.

## **SECTION 17. SAFETY**

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

## **SECTION 18. GRIEVANCE PROCEDURE**

- A. DEFINITION.** A grievance is defined as an allegation by an employee or group of employees that the Court has failed to provide a condition of employment which is established by this Memorandum of Understanding, provided that the enjoyment of such right is not made subject to the discretion of the Court; and, provided further, that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in Section 71634 of the California Government Code.

**B. EXCLUSIVE OF COURT RULES.** The grievance procedure herein established shall have no application to matters over which the Court rules apply. An allegation that the Court has failed to comply with its Personnel Organization, Policies and Rules, shall be subject to the grievance procedure found therein.

**C. REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances for full-time employees. For less than full time employees, the procedure shall be the same as herein except that the time limits for filing written grievances, appeals and responses shall be ten (10) calendar days.

1. An employee having a grievance shall first discuss it with his/her supervisor, and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with, and be assisted by, a representative of his/her own choice in this and all succeeding steps of this subsection C. and may thereafter file a grievance in writing with his/her second level supervisor within seven (7) working days of such informal discussion with the immediate supervisor. Within seven (7) working days of receipt of any written grievance, the second level supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file a written appeal with the Assistant Executive Officer designated by the Court Executive Officer to hear the particular appeal.
3. The designated Assistant Executive Officer shall have thirty (30) working days after receipt of the written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee shall have fifteen (15) working days from receipt of the answer within which to request that the grievance be submitted for advisory arbitration.

The request for advisory arbitration must be in writing to the Director, Human Resources & Labor Relations. An arbitrator will be selected by mutual agreement between the Director, Human Resources & Labor Relations and the employee or his/her representative. If the Director and the employee or his/her representative are unable to agree on the selection of an arbitrator, they will jointly request the California State Mediation Service, the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of five qualified arbitrators. The Director, Human Resources & Labor Relations, and the employee or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator. The employee and his/her representative shall have the right to be present at and to participate in the arbitration hearing. Court fees will be assumed by the court.

Upon completion of the hearing, the arbitrator shall prepare and forward to the Court Executive Officer written findings of fact and a recommended disposition of the grievance appeal.

4. The Executive Officer shall have thirty (30) working days after receipt of the arbitrator's written findings and recommendation to review and accept or reject in full or in part the arbitrator's recommendation. The time limits at this step may be extended by mutual agreement of the Court and the employee or his/her representative.

**D. UNION GRIEVANCE.** The Union may, in its own name, file a grievance alleging that the Court has failed to provide some organizational rights which are established by this Memorandum of Understanding, provided that such right is not made subject to the discretion of the Court. Such Union grievances shall be filed with the Director, Human Resources & Labor Relations and heard and determined pursuant to the provisions of the previous steps outlined in this Grievance Procedure.

**E. FINAL REVIEW.** The disposition of the grievance made by the Executive Officer shall be the final review step in this Grievance Procedure.

**F. EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit to the first step shall constitute an abandonment of the grievance. Failure of the Court to respond within the time limit at the first step shall result in an automatic advancement of grievance to the next step.

**G. LIMITATION OF STALE GRIEVANCES.** A grievance shall be void unless presented within 60 calendar days from the date upon which the Court has allegedly failed to provide a condition of employment or a Union organizational right. In no event shall any grievance include a claim for money relief for more than a 60-day period.

**H. EXCLUSION OF NON-RECOGNIZED ORGANIZATION.** For the purposes of this Section, the provisions of Section 1. of the Memorandum of Understanding shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Chapter 13.2.5 of the Court's rules, which is not a party to this Memorandum of Understanding, are specifically excluded from so acting. The Union shall be notified of all grievances filed pursuant to Section 18.C.2. In those cases in which the employee elects to represent himself/herself, or arrange for independent representation, the Court shall make no settlement or award, which shall be inconsistent with the terms and conditions of this Memorandum of Understanding. In the event that the Union shall determine that such inconsistent award has been made, the Union, on its own behalf, may file a grievance pursuant to paragraph C. of this Section for the purpose of amending such award.

**I. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who, because of dismissal, resignation, or layoff, is no longer an employee of the Court may file and pursue a grievance, provided that the grievance is timely filed as provided in subsection G. hereof,

that the grievance is filed no later than 30 calendar days from date of issuance of the warrant complained of, that the issue would otherwise be grievable under this Section; and provided further, however, that under no circumstances may a former employee pursue any grievance unless it relates solely to whether such person's final pay warrants(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

## **SECTION 19.           DISABILITY INSURANCE BENEFITS**

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

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

### **C. INTEGRATION OF SDI AND PAID LEAVES.**

#### **1. Automatic Integration of SDI and Paid Leave Balances-Effective for Claims with a “Claim Effective Date” Prior to January 1, 1995:**

- a. Definition. An employee who is eligible to receive SDI benefits shall automatically integrate accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the Court Executive Officer, discretionary major medical supplemental paid sick leave, unless the employee provides written notice to the Court Executive Officer to limit the integration of accrued sick leave only with SDI benefits.

The automatic integration of accrued sick leave and SDI benefits may not be waived by the employee or the Court.

#### **2. Employee Options - Effective for Claims with a “Claim Effective Date” of January 1, 1995 or After.**

There are two options available to an employee who is otherwise eligible for disability insurance benefits, which are as follows:

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

or

- b. **Option 2:** Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensating time off, floating holiday pay and/or, with the consent of the Court Executive Officer discretionary major Medical Supplemental Paid Sick

Leave unless the employee provides written notice to the Court Executive Officer to limit the integration to accrued sick leave only with SDI benefits. The choice to integrate accrued sick leave only with SDI benefits may not be waived by the employee or the Court.

**3. Amount of Supplement.** The amount of the supplement provided in Section D. hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium conditions specified in Section 12. and applicable footnotes, and the "weekly benefit amount" multiplied by two and divided by 75/80.

**D. HOW A SUPPLEMENT TO SDI IS TREATED.** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

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

**E. HEALTH AND DENTAL PLAN COVERAGE IN CONJUNCTION WITH SDI:** For purposes of determining eligibility for the Court's medical contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which such supplement is paid.

The group health care providers will permit employees who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Section 14. herein.

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

**G. PERSONAL DISABILITY LEAVE IN CONJUNCTION WITH SDI.** Refer to Section 8.H. Personal Disability Leave.

## **SECTION 20. NOTICE OF LAYOFF AND RECALL**

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

- A. The Court shall give 30 calendar days advance written notice to the Union in the event of layoffs or furloughs. The Court shall give 15 calendar days written notice to the impacted employees. For purposes of this section, a layoff shall be a reduction in force for an indefinite period.
- B. Layoffs shall be by seniority within classification with the least senior employee being first laid off. Seniority shall be measured by the number of hours worked in the classification since the employee's most recent appointment.
- C. Order within the classification:
  - 1. Volunteers among the affected classification;
  - 2. Temporary, probationary, and as needed employees;
  - 3. Per diem employees;
  - 4. Full Time employees and part time employees with seniority based upon paid hours. Part time employees who exercise their seniority must accept the available position.
- D. During the period that any employee remains on the recall list, any job openings in the bargaining unit shall first be offered to employees on the recall list before offering the position to persons from outside the Court.
- E. Recall

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

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

## **SECTION 21. EFFECT OF MANDATED FRINGE BENEFITS**

In the event that State or Federal law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this Memorandum of Understanding so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and condition of employment becomes effective, but the parties hereto shall then meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State or Federal mandate does not result in an overall loss of benefits to employees.

## **SECTION 22. EDUCATIONAL REIMBURSEMENT**

Upon the approval of the Court Executive Officer of any plan submitted by an employee to engage in job-related educational courses, which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities, the Court shall reimburse the employee 100% of an approved educational expense up to a maximum Court payment of \$650. The maximum Court liability under this section shall not exceed \$10,000. The Court agrees to carry over from fiscal year to fiscal year any unexpended funds from this provision up to a maximum fund balance of \$18,000. Employees shall receive educational reimbursement on a first come-first serve basis each fiscal year.

Employees requesting to be considered for reimbursement, submit the following:

1. The educational plan or description of course for review and approval by Director or Trial Court Administrator prior to or directly after registration in the course to ensure that the course is applicable.
2. A receipt of payment for fees incurred related to taking the course.
3. Proof of completion – either a copy of his/her grade (must be a 2.0 or higher) or a statement on the school's letterhead verifying that the course has been completed and the grade received.

An employee who would like to request a reimbursement in advance of completing a course due to hardship must follow steps 1 and 2 and submit a written description of the hardship. Such hardship will be considered on a case-by-case basis and will not be unreasonably denied.

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

## **SECTION 23. COURT EXECUTIVE OFFICER**

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

## **SECTION 24. LIFE INSURANCE**

Except for employees who are regularly scheduled to work **less than half the normal work week** for the job classification, basic group life insurance coverage of \$10,000 will be provided to each employee who meets the enrollment requirements. This coverage will be effective January 1, 2005 through December 31, 2005 and \$15,000 coverage will be effective January 1, 2006. The Court shall continue to pay necessary premiums for two pay periods after the employee goes on approved leave without pay. This coverage reduces by 33% at age 65, at age 70, at age 75, at age 80, at age 85, at age 90, and at age 95. This reduction will apply to the amount in force just prior to each reduction interval. The reduced amounts will be rounded in accordance with the existing schedule.

## **SECTION 25. CATASTROPHIC SICK LEAVE PROGRAM**

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if he/she has suffered a catastrophic illness or injury which prevents the employee from being able to work or from being able to work his/her regularly scheduled number of hours. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

### **Eligibility:**

1. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resources Bureau.
2. The recipient employee is not eligible so long as he/she has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis and prognosis must be provided by the recipient employee to the Human Resources Bureau.
4. A recipient employee is eligible to receive 180 work days of donated time per employment.
5. Donations shall be made in full-day increments of 7.5/8 hours, and are irrevocable. Employees may donate unlimited amounts of time.
6. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the Court's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

**SECTION 26. VISION REIMBURSEMENT PLAN**

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

**SECTION 27. SAVINGS CLAUSE**

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

**SECTION 28. ENACTMENT**

It is agreed that the foregoing shall be jointly submitted by the Director of the Human Resources and Labor Relations Bureau and the Union, to the Judges of the Court for approval. Upon approval, the Judges shall take necessary action to implement this Memorandum of Understanding, which shall supersede and control over conflicting or inconsistent Court rules.

**SECTION 29. NO STRIKE, NO LOCKOUT**

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

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

**SECTION 30. SENIORITY**

- A. Seniority Defined: Except for layoff and recall which utilize classification seniority, seniority shall be measured by hours worked (paid status) using the total service for the Court or the Court and Alameda County if the employee has worked in a classification assigned to the Court prior to January 1, 2001. Part time employees accrue seniority based upon hours worked (paid).
- B. Seniority List: The Court shall maintain the seniority list and provide it to the Union on or before January 31 of each calendar year.
- C. Loss of Seniority: Seniority shall be terminated by:
  - 1. Discharge for cause;
  - 2. Resignation;
  - 3. Failure to return to work from a leave of absence within three days of the end of the approved leave;
  - 4. Failure beyond six (6) months to return from a non bargaining unit position;
  - 5. Layoff without recall for more than 24 months.

Return to Unit: Any bargaining unit employee who accepts a non bargaining unit position with the Court may return to the bargaining unit without a break in seniority provided that there exists a vacancy to which he/she can return and that such return occurs within six (6) months of the acceptance of the non bargaining unit position.

**SECTION 31. SUBCONTRACTING**

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

**SECTION 32. SCOPE OF AGREEMENT**

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

**SECTION 33. TERMS OF MEMORANDUM**

This Memorandum of Understanding shall become effective upon the approval of Court and shall remain in full effect from January 1, 2009 to and including December 31, 2011

SIGNED AND ENTERED INTO THIS 3rd DAY OF February, 2009

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

**UNITED SERVICE EMPLOYEES,  
LOCAL 1021**

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**Joe Wiley  
Chief Spokesperson**

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**John VanEyck  
Chief Spokesperson**

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## APPENDIX A

Listed herein are all those Superior Court of California, County of Alameda, job classifications Represented by SEIU Local 1021 in Bargaining Units 057 and 058. These wages are effective on the dates shown.

### SALARIES EFFECTIVE 01/25/09\*\* (2%)

<u>Item</u>		<u>Classification</u>	<u>Hrs</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>Low (09)</u>	<u>High (09)</u>
4812	S	Administrative Services Clerk	75	1524.75	1596.75	1656.00	1731.75	1798.50	1524.65	1798.50
4818	S	Fiscal Assistant I	75	1395.00	1464.75	1535.25	1614.00	1694.25	1395	1694.25
4819	S	Fiscal Assistant II	75	1553.25	1622.25	1686.00	1765.50	1837.50	1553.25	1837.50
4820	S	Fiscal Assistant III	75	1742.25	1828.50	1918.50	2014.50	2112.75	1742.25	2112.75
4824	S	Trial Court Financial Hearing Off	75	2020.50	2106.00	2205.00	2307.00	2406.75	2020.50	2406.75
4851	S	Legal Processing Assistant I	75	1473.00	1531.50	1604.25	1678.50	1755.75	1473.00	1755.75
4852	S	Legal Processing Assistant II	75	1626.00	1690.50	1770.00	1850.25	1938.75	1626.00	1938.75
4853	S	Legal Processing Assistant III	75	1780.50	1861.50	1945.50	2030.25	2127.00	1780.50	2127.00
4857	S	Courtroom Clerk I	80	1861.60	1946.40	2034.40	2123.20	2224.00	1861.60	2224.00
4858	S	Courtroom Clerk II	80	2132.00	2176.80	2277.60	2394.40	2500.00	2132.00	2500.00
4822	S	Sr. Courtroom Clerk	80	2237.60	2284.80	2390.40	2513.60	2624.80	2237.60	2624.8

\*\*Effective first pay period after ratification of the agreement by both parties.

## APPENDIX A

Listed herein are all those Superior Court of California, County of Alameda, job classifications Represented by SEIU Local 1021 in Bargaining Units 057 and 058. These wages are effective on the dates shown.

### SALARIES EFFECTIVE 01/1/10 (2%)

<u>Items</u>		<u>Classification</u>	<u>Hrs</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>Low (10)</u>	<u>High (10)</u>
4812	S	Administrative Services Clerk	75	1555.50	1629.00	1689.00	1766.25	1834.50	1555.14	1834.50
4818	S	Fiscal Assistant I	75	1422.75	1494.00	1566.00	1646.25	1728.00	1422.75	1728.00
4819	S	Fiscal Assistant II	75	1584.00	1654.50	1719.75	1800.75	1874.25	1584.00	1874.25
4820	S	Fiscal Assistant III	75	1776.75	1865.25	1956.75	2055.00	2154.75	1776.75	2154.75
4824	S	Trial Court Financial Hearing Off	75	2061.00	2148.00	2249.25	2353.50	2454.75	2061.00	2454.75
4851	S	Legal Processing Ass I	75	1502.25	1562.25	1636.50	1712.25	1791.00	1502.25	1791.00
4852	S	Legal Processing Ass II	75	1658.25	1724.25	1805.25	1887.00	1977.75	1658.25	1977.75
4853	S	Legal Processing Ass III	75	1815.75	1899.00	1984.50	2070.75	2169.75	1815.75	2169.75
4857	S	Courtroom Clerk I	80	1899.20	1985.60	2075.20	2165.60	2268.80	1899.20	2268.80
4858	S	Courtroom Clerk II	80	2174.40	2220.00	2323.20	2442.40	2550.40	2174.40	2550.40
4822	S	Sr. Courtroom Clerk	80	2282.40	2330.40	2438.40	2564.00	2677.60	2282.40	2677.6

## APPENDIX A

Listed herein are all those Superior Court of California, County of Alameda, job classifications Represented by SEIU Local 1021 in Bargaining Units 057 and 058. These wages are effective on the dates shown.

### SALARIES EFFECTIVE 01/1/11 (2%)

<b>Item</b>		<b>Classification</b>	<b>Hrs</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>Low (11)</b>	<b>High (11)</b>
4812	S	Administrative Services Clerk	75	1586.25	1661.25	1722.75	1801.50	1871.25	1586.24	1871.25
4818	S	Fiscal Assistant I	75	1451.25	1524.00	1597.50	1679.25	1762.50	1451.25	1762.50
4819	S	Fiscal Assistant II	75	1615.50	1687.50	1754.25	1836.75	1911.75	1615.50	1911.75
4820	S	Fiscal Assistant III	75	1812.00	1902.75	1995.75	2096.25	2197.50	1812.00	2197.50
4824	S	Trial Court Financial Hearing Off	75	2102.25	2190.75	2294.25	2400.75	2503.50	2102.25	2503.50
4851	S	Legal Processing Assistant I	75	1532.25	1593.75	1669.50	1746.75	1827.00	1532.25	1827.00
4852	S	Legal Processing Assistant II	75	1691.25	1758.75	1841.25	1924.50	2017.50	1691.25	2017.50
4853	S	Legal Processing Assistant III	75	1851.75	1937.25	2024.25	2112.00	2213.25	1851.75	2213.25
4857	S	Courtroom Clerk I	80	1936.80	2025.60	2116.80	2208.80	2314.40	1936.80	2314.40
4858	S	Courtroom Clerk II	80	2217.60	2264.80	2369.60	2491.20	2601.60	2217.60	2601.60
4822	S	Sr. Courtroom Clerk	80	2328.00	2376.80	2487.20	2615.20	2731.20	2328.00	2731.2

## APPENDIX B

### DOMESTIC PARTNER DEFINED

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

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

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

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

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

## **APPENDIX C**

### **AGENCY SHOP CONFIDENTIAL EXCLUSIONS**

1. All present and future positions assigned to the Executive Office of the Court.
2. All present and future positions assigned to the Human Resources & Labor Relations Bureau of the Court.
3. The Secretary to the Finance Director in the Court.

## APPENDIX D

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

**TITLE:** Transfer Procedure

**PROCEDURE NO.:**

**Effective Date:** June 28, 2005

**Revised:** N/A

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

#### SUMMARY:

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

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

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

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

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

## PROCEDURE:

1. Employee initiates a transfer request by completing Section 1 of the “Employee Transfer Request Form” and submitting it to his/her immediate supervisor.
2. Supervisor reviews the transfer request form to ensure requirements are met, makes comments if necessary, and forwards form through chain of command for further comment and action.
3. AEO/TCA/BC processes the request for transfer and/or forwards it to the HR & LRB within 5 days of receipt from the immediate supervisor.
4. In event a transfer request is denied by management the form must still be processed and forwarded to the HR & LRB for auditing purposes.
5. The AEO/TCA/BC will notify the immediate supervisor and employee of the reason for denial of the transfer request.
6. Upon receipt of the transfer request form, a Human Resources Analyst will: (1) verify transfer eligibility, (2) within 10 days of receipt of the form, notify the AEO/TCA/BC/Manager/Supervisor and employee regarding disposition of the request and (3) update transfer list, if applicable.
7. If the employee is eligible for transfer, a copy of the approved “Request for Transfer” form is forwarded to the AEO/TCA/BC of the locations to which transfer is desired. AEO/TCA/BC will maintain a list of employees desiring to transfer to that location.
8. As vacancies are approved for filling, managers will invite **all employees** on the transfer list who are interested in working at their court location for an interview. **Transfer requests will be considered along with finalist candidates, as applicable.**  
Should additional vacancies occur, employees who are on the transfer list that were interviewed by a manager or supervisor within the past six months may not be called for another interview. However, the employee(s) will still be considered for the position.
9. Employees may revise or withdraw a previously approved transfer request by notifying the immediate supervisor and HR & LRB, in writing, of the changes. HR will update the list and notify AEO/TCA/BC, as applicable.
10. Employees may revise or withdraw a previously approved transfer request by notifying the immediate supervisor and HR & LRB, in writing, of the changes. HR will update the list and notify AEO/TCA/BC, as applicable.
11. Managers are required to notify transfer candidates of their selection decision and may also provide feedback to the employee regarding his/her strengths and areas that need improvement or more experience.

**SERVICE STANDARD:**

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

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

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

**FOLDER:**

**NUMBER:**



**SIDELETTER OF AGREEMENT**

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

**SEIU Local 1021**

**Furlough**

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

FOR THE COURT:

*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: *February 9, 2009*

FOR SEIU:

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
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## SIDELETTER OF AGREEMENT

Between  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA  
And

SEIU Local 1021

Health & Dental Re-Opener

The parties understand that the current health and dental insurance provided to the bargaining unit will not be available after January 1, 2010. Effective April 1, 2009, the parties agree to commence the meet and confer process to replace the current health and dental insurance provisions. It is the desire of the parties to conclude that process sufficiently prior to the October 2009 open enrollment so that bargaining unit employees will have sufficient time to become informed and select a new plan.

FOR THE COURT:

*[Handwritten signature]*

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\_\_\_\_\_

DATE: February 9, 2009

FOR SEIU:

*[Handwritten signature]*

SEIU MOU 2009-2011

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

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Letter of Understanding

Labor Management Committee

January 6, 2005

The Court agrees to work with SEIU through the established Labor Management Committee.

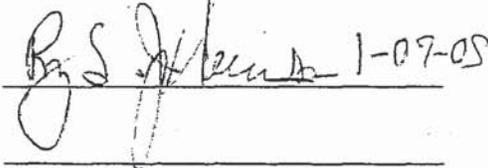
The Committee will consist of up to five (5) members designated by the Union, not including the Union Representative, and an equal number of management employees designated by the Court. Meeting will be held every other month, or as needed.

The Court agrees to meet on a monthly basis over the next six (6 months) commencing January 2005. Meeting dates will not be canceled without rescheduling a new date.

The Labor Management Committee will (1) provide a forum for information-sharing, identification of issues requiring resolution, and review of workplace developments; and (2) meet, discuss and make suggestions for management consideration regarding operational issues including staffing, use of temporary workers, workload, LPA flex classifications and those issues discussed during negotiations such as training, transfers, out-of-class pay.

The Committee will not discuss issues related to discipline, grievances, individual performance problems, negotiations or meet-and-confer issues.

FOR THE COURT

  
\_\_\_\_\_

FOR SEIU

  
TA 01/07/05  
\_\_\_\_\_