

**Tentative Agreement**

September 26, 2024

2024 Successor MOU Negotiations

By and between

Superior Court of California, County of San Joaquin

And

Service Employees International Union

(Office and Office Technical Bargaining Unit and Professional Bargaining Unit)

(Notes: Deletions are in ~~strikethrough~~ font and additions are in underlined font. Any paragraphs or subparagraphs of the Articles that are not specifically address in the below sections are intended to remain as they are in the current MOU.)

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Tentative Agreement to Union – September 26, 2024

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Service Employees International Union (SEIU) Local 1021  
To  
Superior Court of San Joaquin County  
Union Proposal # 14

This proposal is for the Professional and Office, Office Technical Units.

TERM:

This memorandum of understanding shall be in effect from the date of ratification by the Union and adopted by the Court through ~~September 30, 2024~~ **October 1, 2024**. The MOU will remain in full force and effect through ~~September 30, 2024~~ **September 30, 2026**, provided however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto. Each year the Court shall provide an annual budget presentation to the Union no later than thirty (30) days after the final budget is adopted by the Court.



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Court Counter Proposal Date	September 25, 2024
MOU	OOT & PRO
MOU Section	4.1 A.-Salaries (COLA)
Notes	Court Counter to Union Proposal #13

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#### 4.1. Salaries

Unless expressly provided to the contrary by this Memorandum, salaries and hourly rates of pay for all additional compensation, including but not limited to supplemental pay, standby pay, call-back pay, and pay for work above class, shall be computed solely by reference to an employee's base salary or base hourly rate. All negotiated salaries shall remain as adopted for the life of this Memorandum unless mutually agreed otherwise in writing.

Payment of base salary increases or other increases in the salary range during the agreement will be made pursuant to the County's salary range table.

The Court and SEIU agree that the parties will negotiate, upon request, the salaries of new classes established as a result of a reclassification of positions.

##### A. Cost of Living Adjustment (C.O.L.A.)

In accordance with the remaining provisions of Section 4.1, all Bargaining Unit Employees will receive over the duration of the term of the Memorandum of Understanding:

A. Salary increase of 6% shall be paid to employees in the bargaining unit effective the first full pay period following the ratification of this agreement, on or after August 1st, 2021. ~~In order to receive the COLA retroactively, bargaining unit members must be employed at the time of ratification.~~

B. Salary increase of 2% shall be paid to employees in the bargaining unit effective the first full pay period on or after August-October 1st, 2022-2025.

~~C. Salary increase of 2% shall be paid to employees in the bargaining unit effective the first full pay period on or after August 1st, 2023.~~

##### B. One Time Payment

For the term of this agreement only, the Court agrees to pay each Bargaining Unit Employee a gross one-time payment of two-thousand dollars (\$2,000), to be paid effective the first full pay period on or after ratification of the MOU. All applicable taxes and withholding will be applied accordingly.

Court Counter Proposal Date	September 25, 2024
MOU	PRO
MOU Section	4.12-Realtime Reporting Differential
Notes	Court Counter to Union Counter to Court Proposal #8

#### 4.12 Realtime Reporting Differential

Court agrees to pay Realtime Differential as follows: The Court shall pay a Realtime differential of ten percent (10%) for Court Reporters who are either nationally or state certified for Realtime reporting, or eight percent (8%) for Court Reporters who pass the CCRA Certified Realtime Generalist exam, or three percent (3%) to non-certified Court Reporters who pass a state readability exam or other Court sanctioned exam. ~~Court Reporters shall qualify for only one Realtime differential pay category listed above.~~

The Court shall pay a Realtime differential of five percent (5%) to non-certified Court Reporters who pass a Court administered certification exam. The pass/fail rate will be consistent with the National Realtime certification accuracy standards. Within ninety (90) days of ratification, at the Union's request, the parties agree to discuss in good faith the parameters of the Court administered Realtime exam including, but not limited to, the following:

- The logistics of administering the exam.
- The frequency the Realtime exam will be administered by the Court.
- The timing of when the differential pay will commence after certification.

Court Reporters shall qualify for only one Realtime differential pay category listed above. Failure to provide Realtime upon request may result in termination of the Realtime differential.



Court Counter Proposal Date	September 19, 2024
MOU	OOT & PRO
MOU Section	3.4 E-Floating Holidays & 3.4 F-Floating Holiday Observance
Notes	Counter to Union Proposal #4

#### E. Floating Holidays

The following days are established as floating holidays for regular employees:

1. Each regular employee's birthday.
2. September 9 – Admission Day.

All regular employees shall receive three (3) paid floating holidays annually the first full pay period on or after January 1st. All part-time employees who are eligible for benefits (as defined in Section 7) shall receive paid floating holidays annually the first full pay period on or after January 1st on a prorated basis. Any regular or part-time employee commencing employment after January 1st of a given year shall be awarded floating holidays proportionate to the percentage of the year they are employed. Floating holidays shall be taken on days mutually agreed upon by the employee and their manager. Employees may accumulate up to forty-eight (48) hours of floating holiday time to be used at a deferred date.

#### F. Floating Holiday Observance

Regular employees may individually, with the approval of the Manager or designee, take such holiday on the date of the holiday, on the day preceding the holiday in the case of holidays which fall on a Saturday, or the day following the holiday in the case of holidays which fall on a Sunday, or may accumulate up to forty-eight (48) hours of floating holiday time to be used at a deferred date. Such floating holiday time off shall be scheduled at a time mutually agreeable to the employee and the Manager or designee. Court offices and departments shall remain open for business on any day deemed to be a floating holiday and employees who elect to accumulate floating holiday time shall receive their regular compensation for working on the holiday.

Any regular employee whose regularly-scheduled day off falls on a floating holiday shall accrue floating holiday time as provided in this Section. Part-time employees who are eligible for benefits (as defined in Section 7) and whose regularly-scheduled day off falls on a floating holiday shall accrue floating holiday time on a prorated basis.

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Superior Court of California, County of San Joaquin Proposals  
8/7/24-Meeting #1-Article 1.4

Court Proposal Date	August 7, 2024
MOU	OOT and PRO
MOU Section	1.4 – Discrimination in Employment Prohibited
Notes	Adding all the protected characteristics that apply

1.4 Discrimination in Employment Prohibited

No employee, or applicant for employment, shall be discriminated against in any aspect of employment because of race, color, religious creed, political affiliation or belief, sex, (including pregnancy, childbirth, breastfeeding, or other related medical condition) gender, gender identity, gender expression, sexual orientation, physical or mental disability or, medical condition, age, genetic information, family care status, military and veteran status, religion, ancestry, marital status, or national origin, or any other basis prohibited by state or federal law, including those in Government Code section 12940(a).

Any employee, who believes he or she has been harassed or discriminated against because of any of the above reasons, may bring the matter to the attention of the supervisor or may consult with the Court Executive Officer or designee. The initial contact should be made as soon as possible, but no later than ten (10) days after the employee should reasonably have been aware of the alleged act of discrimination or harassment.

The Court Executive Officer or designee shall act as investigator, and the complaint shall be processed in accordance with the Court's Prohibition Against Discrimination, Harassment, Retaliation, and Inappropriate Workplace Conduct Policy/Personnel Rules.

San Joaquin Court shall comply with the provisions of the Americans With Disabilities Act (ADA). Individuals requesting reasonable accommodation under the ADA shall make a request in writing to their supervisor or manager. The request shall identify the requested accommodation. The manager or supervisor shall meet with the employee to provide any documentation or verification in compliance with the ADA. The employee may request that any such documentation which discloses employee medical information be provided to the Court Executive Officer or designee. The manager or supervisor shall respond to the written request in writing within ten (10) days of receipt of supplemental materials. The Court Executive Officer or designee shall be consulted if any dispute arises in regard to an ADA accommodation.

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Superior Court of California, County of San Joaquin Proposals  
8/7/24-Meeting #1-Article 3.3 B.

Court Proposal Date	August 7, 2024
MOU	OOT and PRO
MOU Section	3.3 B.-Sick Leave Usage
Notes	Add designated person

B. Sick Leave Usage

Subject to the conditions specified in this memorandum sick leave may be authorized for any of the following reasons:

1. Illness, injury or quarantine of the employee;
2. Medical, dental or optical care of the employee;
3. Illness, injury or quarantine of a member of the employee's immediate family which requires the employee to tend, care for, or otherwise provide for the care of such person, up to a maximum of eighty (80) hours in a fiscal year.

For the purpose of this Section, "immediate family" means the spouse or registered domestic partner, child, stepchild, parent, stepparent, sibling, grandparent, ~~or~~ grandchild, or designated person of the employee; or the child, stepchild, parent, stepparent, sibling, grandparent or grandchild of the employee's spouse or registered domestic partner.

4. Illness, injury or quarantine during an authorized vacation or on a floating holiday as evidenced by satisfactory proof attesting to the nature and length of disability. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted.
5. An amount sufficient which, when added to an employee's disability indemnity under Worker's Compensation, will result in a payment to the employee not more than the employee's regular salary.
6. An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance (if applicable), will result in a payment to the employee not more than the employee's regular salary.
7. Employees who have sick leave accruals can use up to forty (40) hours of such sick leave time to care for a new or adopted child.

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Superior Court of California, County of San Joaquin Proposals  
8/7/24-Meeting #1-Article 3.4 A.

Court Proposal Date	August 7, 2024
MOU	OOT and PRO
MOU Section	3.4 A.-Regular Holidays
Notes	Add Juneteenth Holiday

3.4 Holidays

A. Regular Holidays

Judicial Branch holidays are established by Government Code section 6700 and Code of Civil Procedure section 135, as amended. As of the ratification of this Agreement, the following are Judicial Branch holidays for regular employees and part-time employees; however, these are subject to change as laws are amended:

1. January 1 - New Year's Day
2. The third Monday in January - Martin Luther King, Jr.'s Birthday.
3. February 12 – Lincoln's Birthday
4. The third Monday in February - Washington's Birthday.
5. March 31- Cesar Chavez's Birthday
6. The last Monday in May - Memorial Day.
7. June 19 – Juneteenth.
8. July 4 - Independence Day.
9. The first Monday in September - Labor Day.
10. The fourth Friday in September – Native American Day
11. November 11 - Veteran's Day.
12. Any November day designated as Thanksgiving Day.
13. The Friday following the day designated as Thanksgiving Day.
14. December 25 - Christmas Day.

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Page 1 of 1

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Superior Court of California, County of San Joaquin Proposals  
8/7/24-Meeting #1-Article 3.6

Court Proposal Date	August 7, 2024
MOU	OOT and PRO
MOU Section	3.6-Bereavement Leave
Notes	Revise to be consistent with new law

3.6 Bereavement Leave

Regular employees and job share employees, who suffer a death in their "immediate or extended family" may be allowed to be absent with pay for three (3) scheduled Court work days for each family member who dies. Two (2) extra days of bereavement leave shall be granted when an employee suffers a death of an immediate or extended family member that requires the employee to travel over five-hundred (500) miles one-way from his or her home.

If requested by the Court, the employee will provide substantiation of the death and travel to support the request. Verification required by the employer shall be provided within two weeks of the requested leave or as soon as practicable.

Employees must take this leave within three (3) months of the death, and the leave does not need to be used consecutively, a seven (7) consecutive work day period and will be paid only for days and hours they were scheduled to work. "Immediate family" includes the spouse or registered domestic partner, child, parent, sibling, grandparent, great-grandparent, grandchild or great-grandchild of the employee; or child, parent, sibling, grandparent, great-grandparent, grandchild or great-grandchild of the employee's spouse or registered domestic partner. "Extended family" includes parent's spouse, grandparent's spouse, grandchild's spouse, as well as aunt/uncle (siblings of your parents or your spouse's parents), niece/nephew (children of your siblings or spouse's siblings). Foster, step, and adopted relationships are included in appropriate generic titles.

Employees may also invoke this leave provision upon the death of a household member, who is neither an immediate or extended family member, but has resided with the employee for at least six (6) calendar months prior to the request for Bereavement leave.

In addition, employees may use an additional two (2) days of accrued leave for the death of the employee's spouse, parent or child, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Such additional leave shall be used within 30 months days of the death, and does not need to be used consecutively.

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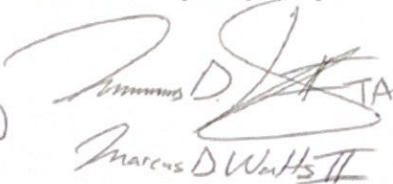
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Superior Court of California, County of San Joaquin Proposals  
8/7/24-Meeting #1-Article 3.9

Court Proposal Date	August 7, 2024
MOU	OOT and PRO
MOU Section	3.9-Medical Leave Without Pay
Notes	Clean up language

3.9 Medical Leave Without Pay

Medical Leave Without Pay may be granted to probationary or permanent employees by the Manager. Requests must be submitted to the manager with a statement from a California licensed physician stating the nature of the disability and the estimated duration of the disability. A medical leave may be granted for a maximum of one (1) year (extensions may be possible, usually pending disability retirement). A leave of over thirty (30) days must be approved by the Court Executive Officer. All records of employees' medical issues shall be turned in to Human Resources and not shared, except as legally required.

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Superior Court of California, County of San Joaquin Proposals  
8/7/24-Meeting #1-Article 3.14 A.

Court Proposal Date	8/7/24
MOU	OOT and PRO
MOU Section	3.14 A.-Family Leave-State Family Leave
Notes	Add designated person

3.14 Family Leave

A. State Family Leave

In accordance with state law, any employee with one (1) or more years of service with the Court and a minimum of 1250 hours on payroll in the twelve (12) months prior to the start date of the leave, may take a family care leave of up to twelve (12) weeks in a 12-month period. An employee who takes such family care leave shall be returned to employment in the same or comparable position upon return from said leave.

Family care leave may be utilized in conjunction with the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, for the serious medical condition or illness of the employee, or to allow the employee to care for a parent, spouse, child, registered domestic partner, grandparent, grandchild, or sibling, or designated person who has a serious health condition.

For the purposes of this section, the terms "employment in the same or a comparable position", "child", "parent", and "serious health condition" are as defined in Section 12945.2 of the Government Code.

For the purpose of this section, the term "designated person" is defined as anyone related by blood or whose association with the employee is equivalent of a family relationship. An employee may identify the "designated person" at the time they request leave, and may use only one designated person per 12-month period for family care and medical leave.

The reasonable advanced notice, scheduling and certification requirements of 12945.2 (g), (h), and (i) shall also apply.

An employee who takes family care leave shall be required to use accrued vacation, compensatory time, floating holiday and regular holiday time during such leave. In accordance with Court regulations governing the use of sick leave, the employee may also use accrued sick leave time. An employee on State Disability Insurance shall not be required to use more leave than is necessary, in conjunction with SDI, to receive a full paycheck.

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Superior Court of California, County of San Joaquin Proposals  
8/7/24-Meeting #1-Article 3.14 A.

An employee who takes family care leave in an unpaid status shall be eligible for fringe benefit on the same terms as an employee on any other unpaid leave of absence.

This section applies only to leaves of absence that are greater than forty (40) hours, except if under a modified work schedule.



Superior Court of California, County of San Joaquin Proposals  
8/7/24-Meeting #1-Article 3.15.

Court Proposal Date	August 7, 2024
MOU	OOT and PRO
MOU Section	3.15 Reproductive Loss Leave
Notes	Add Reproductive Loss Leave

3.15 Reproductive Loss Leave

Purpose of Leave: Employees are entitled to take time off after either a "reproductive loss event" or after another kind of leave for the same "reproductive loss event." A "reproductive loss event" includes miscarriage, unsuccessful assisted reproduction, failed adoption, failed surrogacy, and stillbirth. This is a new leave entitlement under the Fair Employment and Housing Act.

Eligibility: Employees are eligible to take this leave on the 30th day of employment. In the event of a failed adoption or failed surrogacy, leave is available to a person who would have been a parent had the event been successful. For miscarriages, stillbirths, and unsuccessful assisted reproduction, leave is available to the person who experiences the loss and their spouse or domestic partner, or by another individual if that individual would have been a parent as a result of the pregnancy.

Amount of Leave (Unpaid): Qualified employees are entitled to take 5 days of unpaid leave per reproductive loss event. Employees may use available leave balances, such as paid sick leave, when taking reproductive loss leave. Leave is capped at 20 days per 12-month period if an employee has more than one loss event.

Timing of Leave: Employees are entitled to take this leave within three months after a reproductive loss event. This leave does not have to be taken consecutively or all at once. If prior to or immediately following a reproductive loss event, an employee is on or chooses to go on California Pregnancy Disability Leave (PDL), California Family Rights Act (CFRA) leave, or any other leave under state or federal law, the reproductive loss leave must be taken within three months of the end date of such other leave. The reproductive loss leave is a separate leave entitlement and does not count against an employee's entitlement to PDL, CFRA, or other leave under state or federal law.

Documentation: The employee is not required to provide documentation in order to use this leave.

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Superior Court of California, County of San Joaquin Proposals  
8/7/24-Meeting #1-Article 3.15 A. & B.

Court Proposal Date	August 7, 2024
MOU	OOT and PRO
MOU Section	3.15 A. & B.-Catastrophic Leave Program
Notes	Clean Up Language

3.165 Catastrophic Leave Program

A. Conditions of Participation

Applications for receipt of catastrophic leave donations will be processed by SEIU.

1. A Court employee becomes eligible to receive catastrophic leave donations when the following two (2) conditions both occur:

(a) The employee has exhausted, or will soon exhaust all his/her accrued leave, as a result of a verifiable long-term illness or injury suffered by either the employee or an immediate family member. "Immediate family" includes the spouse or registered domestic partner, child, stepchild, parent, stepparent, sibling, grandparent or grandchild of the employee as well as a child, stepchild, parent, stepparent, sibling, grandparent and grandchild of the employee's spouse or registered domestic partner.

(b) The employee has received approval for an unpaid leave of absence from his/her Manager or designee.

2. Employees may donate accrued vacation, compensatory time or holiday time; sick leave may not be donated.

3. Donations may be made in whole hour increments from a minimum of four (hours) to a maximum of sixteen (16) hours per donor in each pay period.

4. Donors must have an overall leave balance of eighty (80) hours remaining after donated time has been deducted.

5. Once donated to an individual, donated leave cannot be reclaimed by the donor.

B. Processing of Donations

Upon receipt of donation authorizations, the Court shall take the following actions:

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Superior Court of California, County of San Joaquin Proposals  
8/7/24-Meeting #1-Article 3.15 A. & B.

1. Verify that donating employee has minimum required leave balance required for the donation and convert donated time to dollars at the hourly rate of the donor and subtract from the designated leave category. Pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the base salary prior to converting the value of the donated time to the recipient.
2. Convert donated dollars as computed above to hours at the hourly rate of the recipient, and add to recipient's sick leave balance.
3. Notify departments of changes in leave balances by noting Court Auditor adjustments on the payroll certs for the next payday.
4. Retain a confidential file of donation authorizations.

Date \_\_\_\_\_  
Time \_\_\_\_\_

Service Employees International Union (SEIU) Local 1021  
To  
Superior Court of San Joaquin County  
Union Proposal # 1  
Clean up language, fair share fees

This proposal is for both the Professional and Office, Office Technical Units

~~1-3 Employees' Rights--Employer-Employee Relations~~ 1.5 SEIU Rights

J. Fair Share Fee

SEIU agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of SEIU. Subject to the remaining provisions of this section, all covered employees employed on or after the effective date of this Agreement and continuing until the termination of this Agreement, shall as a condition of employment either:

1. Become a member of SEIU and remain a member for the duration of this MOU, provided that such members may elect to resign from the Union between 120 and 90 days prior to expiration of the MOU; or
2. Pay to SEIU a fair share fee in an amount which does not exceed the amount of its standard initiation fee, periodic dues, and general assessments.

Prior to collection of agency fees and on an annual basis thereafter, the Union shall notify all bargaining unit members of the Union's expenses, with Fair Share Fee adequate breakdown of expenses into reimbursable and non-reimbursable areas. If objections are received, the Union shall provide those procedures set forth in the case of Chicago Teachers Union v. Hudson.

A. Bona Fide Religious Exception

Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code, chosen by such employee from the following list:

1. St. Mary's Interfaith Dining Room
2. The Women's Center
3. Salvation Army
4. Hospice of San Joaquin
5. Stockton Shelter for the Homeless

Proof of such payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.

B. Separation from Unit

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Date \_\_\_\_\_  
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approval of the request by at least 30% of the employees of the representation unit covered by the fair share fee agreement. Proof of approval shall require:

(a) Valid signatures of individuals who were on payroll and members of the representation unit as of the first pay day date to occur no sooner than 90 days and no later than 60 days before the expiration of the fair share fee agreement with the unit in question. Printed names must accompany the signatures so that signatures may be verified.

(b) A statement that the intent of the signer is to secure approval for a vote to rescind the fair share fee agreement for the signer's representation unit. Each petition must be for a single representation unit.

(c) A date beside each signature attesting that the signature has been executed within thirty calendar days prior to the date of submission of the request.

The Court Executive Officer or designee shall verify that the request meets the above criteria:

3. ~~Rescission Election: If a valid request for rescission has been verified, the Court Executive Officer or designee shall arrange for a secret ballot:~~

~~(a) Such election shall be conducted by the State Conciliation Services pursuant to its rules;~~

~~(b) The election shall occur no sooner than 15 days and no later than 45 days following the submission of a valid request by members of a representation unit to rescind fair share fee provisions for their unit;~~

~~(c) The issue shall be presented to unit members in the form of a question on which to vote yes or no: "Shall the fair share fee provisions of the Memorandum of Understanding for the Office and Office Technical Unit be rescinded?"~~

~~(d) If "yes" is marked by a majority of unit members, the fair share fee provisions shall be rescinded. A majority is defined as 50% plus one of all the eligible members of the unit;~~

~~(e) The Court shall certify the results of the election;~~

4. ~~Eligibility To Vote: Members of the unit who meet the criteria of 2a above shall be eligible to vote in the rescission election;~~

5. ~~Election Challenges: Unfair election practices or challenges made to the conduct of an election which are not resolved by the State conciliation service during the course of the election shall be filed with the Court. Such challenges or unfair election practice charges shall be heard in accordance~~

Date \_\_\_\_\_  
Time \_\_\_\_\_

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Service Employees International Union (SEIU) Local 1021  
To  
Superior Court of San Joaquin County  
Union Proposal # 2

This proposal is for both the Professional and Office, Office Technical Units

3.1. A. Vacation Cash Out Option

For the term of this agreement, An employee with at least five (5) years of Court service may voluntarily cash out up to twenty (20) hours of accrued vacation leave once per fiscal year beginning July 1, 2018, so long as the employee has a remaining balance of at least eighty (80) hours of accrued compensatory leave (includes vacation, holiday float, and compensatory time) after the cash out. In order to cash out accrued vacation leave hours, all of the following conditions will apply:

1. Adequate funding must be available;
2. The employee must have a remaining balance of at least eighty (80) hours of accrued compensatory leave (includes vacation, holiday float, and compensatory time) after the cash out;
3. Applications are available in the Human Resources Department and must be submitted with sufficient advance notice to Human Resources to review and confirm eligibility;
4. The request must be approved by the CEO; and
5. Vacation hours paid to the employee will be paid at the employee's base, biweekly salary at the time of cash-out, not including any differentials and supplementals.

~~This vacation cash out option shall sunset on September 30, 2024.~~

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Tentative Agreement to Union – September 26, 2024

Date \_\_\_\_\_

Time \_\_\_\_\_

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Service Employees International Union (SEIU) Local 1021  
To  
Superior Court of San Joaquin County  
Union Proposal # 5

This proposal is for the Professional and Office, Office, Technical Units.

4.13 in OOT and 4.15 in PRO

Longevity Pay

For this term of this agreement, All employees employed in regular full-time positions shall receive a gross one-time payment of \$500 upon the completion of twenty-five (25) years of continuous full-time service. Payments are non-pensionable, and all applicable taxes and withholdings will be applied accordingly. This section shall sunset on September 30, 2024.

T.A. 08/21/2024 [Signature]

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Superior Court of California, County of San Joaquin Proposals  
8/21/24-Meeting #2-Article 5.4

Court Counter Proposal Date	August 21, 2024
MOU	OOT & PRO
MOU Section	5.4-Overtime
Notes	Counter to Union Proposal #6

5.4 Overtime

For the purposes of determining an employee's eligibility for overtime compensation, all straight time hours on payroll shall be considered "hours worked". A Judicial Branch holiday shall be counted as time worked for purposes of overtime.

If, in the judgment of a ~~Manager~~ or duly-authorized designee, work beyond an employee's normal work day or work week is required, the Court Executive Officer or designee may order such overtime work. The Court Executive Officer or designee will give reasonable advice notice of such schedule changes, except in unusual or unforeseen circumstances. Except as provided in this Section, employees shall be eligible for overtime compensation when:

1. An employee works in excess of the number of hours in his/her normal work day except that any part-time employee shall not be eligible for overtime until such employee works at least 12 hours in a day;
2. An employee works in excess of eighty (80) hours in a biweekly pay period;
3. An employee whose normal work week is five (5) scheduled eight (8) hour day in a calendar week of seven (7) days works more than forty (40) hours and five (5) days in a calendar week;
4. An employee who, because of shift changes, works two (2) or more shifts in any twenty-four (24) hour period and is off duty less than eight (8) hours between shifts. In such case, the employee shall be compensated for any additional shift(s) in the same manner as for other overtime notwithstanding (2) and (3) above;
5. An employee is required to work during a lunch period for which the employee does not ordinarily receive compensation

T.A. 08/21/2024  
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T.A. JEP 8/21/24  
JW 8/21/24



Tentative Agreement to Union – September 26, 2024

Side Letter Agreement  
The Superior Court of California,  
County of San Joaquin

And

Service Employees International Union Local 1021

Office and Office Technical Bargaining Unit

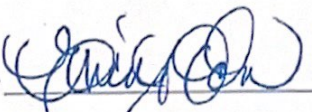
LPC IV Classification Discussion

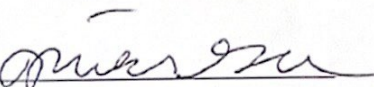
September 11, 2024

This side letter shall be an addendum to the Memorandum of Understanding (MOU) between the Superior Court of California, County of San Joaquin (Court) and the Service Employees International Union, Local 1021, Office and Office Technical Unit (Union).

Within 90 days of ratification, at the Union's request, the parties agree to discuss in good faith regarding whether the creation of a Legal Processing Clerk IV classification is needed for Court operations. The parties agree to a maximum of four team members each to attend the meeting(s) and agree that a maximum of two additional team members for either team may be invited to meetings when their expertise is needed. This side letter does not create any meet and confer obligations and does not reopen the MOU. No claim or guarantee is offered by either party as to the outcome of the meet and discuss meetings.

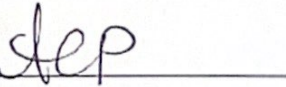
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

By   
Erica Ochoa

By   
Mike Green

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
(SEIU) Local 1021

By   
Felicia Eckroth

By   
Andrea Pinkham Colavita, Lead Field  
Representative SEIU Local 1021