

MEMORANDUM OF UNDERSTANDING

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA**

AND THE

SERVICE EMPLOYEES' INTERNATIONAL UNION,

LOCAL 1021

October 1, 2017 – September 30, 2019

**THIS MEMORANDUM OF UNDERSTANDING AND THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SONOMA PERSONNEL PLAN
CONTAIN POLICIES AND PROCEDURES
FOR EMPLOYEES REPRESENTED BY
SEIU LOCAL 1021.
PLEASE BE SURE TO REFER TO BOTH DOCUMENTS
WHEN LOOKING FOR INFORMATION.**

**IF YOU HAVE ANY QUESTIONS,
PLEASE BE SURE TO ASK ANY MEMBER OF THE
COURT HUMAN RESOURCES DEPARTMENT
OR YOUR UNION.**

SEIU Local 1021 **293-2858**
www.SEIU1021.org

Court Human Resources **521-6565 or 521-6564,**
<http://sonoma.courts.ca.gov>

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA,
AND THE SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1021**

2017 - 2019

PREAMBLE

This agreement between the duly appointed representatives of Superior Court of California, County of Sonoma, hereinafter referred to as "Court," and SEIU Local 1021, hereinafter referred to as the "Union," contains the agreement of each concerning wages, hours, and other terms and conditions of employment for the term of this Memorandum of Understanding (Memorandum).

This Memorandum shall apply only to those employees in classifications listed within each bargaining unit as provided in Article 2 (Recognition).

ARTICLE 1 - TERM OF MEMORANDUM

The parties agree that all changes contained herein will become effective October 1, 2017 unless otherwise specified. This Memorandum shall expire and otherwise be fully terminated at 11:59 p.m., September 30, 2019. In the event the Union desires to negotiate a successor Memorandum of Understanding, it shall serve on the Court its written request to commence negotiations, as well as its initial written proposals for any successor Memorandum of Understanding, by the first week in April 2019. Negotiations shall commence by the second week in May 2019.

ARTICLE 2 - RECOGNITION

The Court recognizes the Union as the exclusive recognized employee organization for the Clerical Non-Supervisory and Service and Technical Support Non-Supervisory units. The bargaining units consist of all full-time, part-time, and extra-help Court employees in the classifications listed in Appendix A. Extra-help employees in such classifications are covered by the terms of this Memorandum except where a provision specifically excludes extra-help employees.

Except as provided within this MOU, the provisions of this agreement may not be waived by an individual employee, group of employees, or by the Court Executive Officer.

ARTICLE 3 - DEFINITIONS

3.1 Definition of Terms

Alternative Work Schedule: A regular fixed schedule which is other than the standard 5/8 schedule (eight hours per day, five days per week). Examples include a 4/10 schedule (ten hours per day, four days per week) or a 9/8/1 schedule (eight, nine hour days and one eight hour day with one day off in a biweekly pay period). Such alternatives are offered to allow workable schedules for employer and employee and must not create overtime as required under any of the Articles of this Memorandum or as required by law.

Base Hourly Rate: The base hourly rate shall be the hourly rate corresponding to the step in the salary range to which the employee is assigned.

Base Salary: The base hourly rate multiplied by the total hours allocated in the pay period.

Break in Service: A break in employment from the Court such as a termination or resignation. A break in service does not occur because an employee is on an unpaid status.

Calendar Year: January 1 through December 31.

Compensatory Time (CTO): Time off with pay (at the base hourly rate) to which an employee is entitled as provided for in this Memorandum, in lieu of cash compensation.

County: The County of Sonoma.

Court Personnel Plan: Superior Court of California, County of Sonoma, Personnel Plan, adopted by the Court Executive Committee March 29, 2001; revised August 20, 2002, May, 10, 2006, January 18, 2013, July 11, 2013, and February 2015.

Day: Shall be calendar day unless stated otherwise such as working days (regular work days) or regular Court business days (Monday through Friday, absent holidays).

Domestic Partner: Domestic partner shall be defined as registered with the Secretary of the State, State of California and proof of documentation shall be submitted to Human Resources.

Emergency Operations: The performance of Court functions or services necessary, in the opinion of the Court, to protect or preserve the lives, safety, health, or property of the Court.

Employee: Any person legally employed by the Court and a member of one of the bargaining units represented by the Union and covered by this Memorandum.

Employee Full-Time: An employee who is employed in an allocated position that is regularly scheduled for 80 hours of work in each pay period.

Employee 3/4 Part-Time: An employee who is employed in an allocated position which is regularly scheduled for at least 60 hours but less than 80 hours of work per pay period.

Employee Part-Time: An employee who is employed in an allocated position which is regularly scheduled for at least 32 hours but less than 60 hours of work per pay period. Unless otherwise specified in this Memorandum, the term “part-time employee(s)” shall include both “Employee 3/4 part-time” and “Employee part-time.”

Exempt Employee: An employee who for the purposes of this MOU has been designated by the Court as exempt from the provisions of the Fair Labor Standards Act.

Extra-Help Employees: As defined in the Court Personnel Plan.

Flex-Time Work Schedule: A non-regular work schedule with or without a consistent pattern as to the number of work hours per day or week, but an arrangement whereby the employee is obligated to perform work and be responsible for flexing the hours of his/her own work schedule in accordance with a written agreement between the employee and the Court Executive Officer or designee.

FTE (Full time Equivalent Position): FTE is the relationship that the position has to a full time position as allocated in the budget (e.g. .75, .5, .4). A full time position is defined as a position that is regularly scheduled to work 80 hours in a pay period.

Hours Worked: Includes all time spent by the employee while the employee is engaged in duties or activities required by the Court and pursued necessarily and primarily for the benefit of the Court. For the non-exempt employee, hours worked shall also include all hours that work is being performed that the Court knows of or has reason to know of.

In-service Hours: Pay status as defined in this MOU up to a maximum of 80 hours in a pay period.

Non-exempt Employee: An employee designated by the Court to be covered by the provisions of the Fair Labor Standards Act.

Pay Date: Unless otherwise determined by the Court, each employee will be paid for each hour of pay status and other compensation nine (9) calendar days after the end of the pay period. If a holiday falls on said day, payment will be made on the preceding regular Court business day. Direct deposit will be available, but not required, for all employees entitled to compensation under this Memorandum.

Pay Period: Each pay period shall consist of fourteen (14) consecutive calendar days and shall start on a Tuesday and end with the second Monday thereafter.

Pay Status: Whenever an employee is at work, absent on a paid holiday, absent on leave with pay, or absent on authorized compensatory time off.

Personnel File: The official employee personnel record maintained by the Court. Guidelines circulated by Court Human Resources related to the personnel file are to foster good communications but shall not be considered a part of this MOU.

Probationary Employee: An employee who is serving a probationary period as provided in the Court Personnel Plan.

Probationary Period: A period that is used for the adjustment and evaluation of a newly appointed or reassigned employee as provided for in the Court Personnel Plan.

Project or Limited Term Position: An allocated position that exists only for a limited period of time for purposes of accomplishing a specific project, grant, or functions. Such positions shall be designated as project or limited term by job class title, attached to a specific project and/or funding source, and limited in duration as provided in the Court Personnel Plan.

Promotion: The reassignment of an employee from a position in one class to a position in another class that is allocated to a higher salary range.

Regular Rate of Pay: Is as defined in the Fair Labor Standards Act and is used for computing statutory overtime for non-exempt employees. It is calculated by multiplying the employee's base hourly rate by the number of hours worked in a given work period, then adding all standby compensation and any special assignment premiums earned in the work period, then dividing the sum by the number of hours worked in the work period.

Regular Work Day: A 24-hour period beginning at 12:01 am, or as specified by the Court Executive Officer, containing a specified number of work hours (normally 8, 9, or 10 consecutive hours of work) and normally interrupted by a meal break.

Regular Work Period: The fixed, regularly recurring period of either 168 or 336 consecutive hours as determined by the Court.

Regular Work Schedule: An employee's specific work days, work weeks, work periods, and work shifts, established on a regular, ongoing basis as determined by the Court.

Reprimand: A written warning that failure to correct a specific deficiency or deficiencies may result in further disciplinary action(s) including but not limited to suspension without pay, demotion in classification, reduction in base salary or termination from Court employment.

Salary: Includes only wages and premiums, but does not include benefits such as insurance, vehicle use, or other economic benefits.

Salary Range: The salary level for any given classification. The salary range shall consist of nine salary steps, each approximately 2-1/2% apart and identified with the letters "A" through "I". Each salary range shall be identified by a number that shall correspond with the cents per hour of the "A" step of that salary range. Similarly, each step of the salary range shall be expressed in cents per hour.

Statutory Overtime: All hours worked by a non-exempt employee in excess of 40 hours in a regular 7 day work period. For non-exempt employees in a regular 14-day work period, it is all hours worked in excess of 8 in a regular work day or all hours

worked in excess of 80 in a regular 14-day work period. Statutory overtime does not apply to exempt employees.

Work Shift: The hours which an employee is scheduled to work within a regular or split workday.

3.2 Fair Labor Standards Act - Not Incorporated

The provisions of the FLSA are not hereby incorporated into this contract by the mention of the statute.

ARTICLE 4 - UNION RIGHTS

4.1 Union's Recognized Right To Represent

The Union and its authorized representatives have the recognized right to represent all members of the bargaining units on all matters within the scope of representation. An employee has the right to represent himself or herself in accordance with Government Code Section 71633.

4.2 Union Employee Contact

Subject to approval of the designated management representative, union-paid staff and union stewards are permitted to contact a represented employee during the employee's work hours on matters within the scope of representation.

With the approval of the designated management representative, investigation of grievances or pre-disciplinary investigation may be conducted on an employee's work time. Should the designated management representative not be able to approve the investigation on the date requested, the time for filing a grievance will be extended by the number of days lapsed between the requested date and the actual investigatory meeting. Unless otherwise agreed to by management, meetings with employees for purposes other than those specified shall be conducted on the employee's own time (rest breaks, meal periods, before or after work).

The Court agrees to provide the Union with a list of designated management representatives and keep such list updated.

4.3 Union Meeting Space

The Union shall be allowed to use specific meeting areas at Court facilities for official business of the union organizations. Such use shall not occur during regular business hours, shall not result in additional cost to the Court, and shall not interfere with Court operations. If the Union desires to use the Court's facilities, it shall apply for such use on a form approved by the Court Executive Officer designee at least five business days prior to the date of the requested use.

The authorized representative of the Union shall have the reasonable opportunity to come onto the Court's premises to ensure that the terms of the MOU are being followed. The authorized representative shall notify the Court Executive Officer or designee in advance of the time he or she comes onto the Court's premises for the purpose of ensuring that the terms of the MOU are being followed. The authorized representative shall not meet with or otherwise disrupt employees during their work time.

4.4 Union Communications

The Court's interdepartmental messenger service may be used for individual business-oriented communication between employees who are represented by Union and between the paid staff of Union and such employees provided that paid staff of Union shall pick up and deliver all written communications outside the Court's normal distribution route. Union understands that the continuance or discontinuance of the interdepartmental messenger service is a matter within the sole discretion of the Court.

4.5 Union Bulletin Boards

The Union may use designated bulletin board space to post official business of the Union. Inappropriate or offensive material will not be permitted. The Court Executive Officer or designee may remove postings that do not comply with the requirements of this Article. The Court Executive Officer or designee will inform the Union if material is removed from the bulletin boards pursuant to this section.

4.6 Union Employee Lists

The Court will provide the Union with name; job title; department; work location; work; home; and personal cellular telephone numbers; personal e-mail addresses on file with the Court; and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the Court shall also provide the Union with a list of that information for all employees in the bargaining unit on a bi-weekly basis. Upon written request, a bargaining unit member may opt out of the provision of personal information. The Union recognizes the legal right of each employee to the employee's privacy and agrees not to use any information obtained pursuant to this Memorandum, or to allow others to use the information, for commercial gain, nor in a manner that would violate those rights. With respect to this promise, the Union agrees to indemnify, defend, and hold harmless the Court, its officers, employees, and agents, from any claim, liability, or damage arising from the Union's breach of its duty under this Memorandum.

4.7 New Employee Information and Orientation

- A. The Court shall notify new employees that the Union is the recognized employee organization for the employee's classification. Within 30 days of hire, the Union shall have the opportunity to make a 30-minute presentation at each new

employee orientation program presented by the Court Human Resources Department.

- B. The Court shall notify the Union of an employee orientation at least ten (10) calendar days in advance, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Court's operations that was not reasonably foreseeable.. In addition, the Court shall provide the Union an electronic list of expected participants at least 72 hours in advance of the employee orientation.
- C. A new employee who does not attend the orientation program shall be required to attend a 30-minute make-up session with the Union during regular working hours and onsite without loss in compensation.
- D. One bargaining unit member steward or officer of the Union shall be granted 30 minutes release time plus reasonable release time for necessary travel to present on the Union's behalf at the orientation program. In addition, a non-unit member officer or employee of the Union shall also be entitled to attend.
- E. A Union Steward or Worksite Organizer shall be entitled to contact all newly hired employees for the purpose of providing the new employee with information about the Union. These activities shall be conducted on the Union Steward's and the newly hired employee's own time.

4.8 Union Stewards

The Union may designate Union Stewards among employees in all bargaining units represented by the Union. Union Stewards have the right and obligation to represent and assist individual employees as provided for in this Memorandum. The Union will provide the Court's Human Resources designee with a current and updated list of Union Stewards.

Duties required by the Union of its Stewards - excepting attendance at formal meetings with the Court, supervisory personnel and aggrieved employees arising out of a pre-disciplinary ("discipline" means oral or written reprimands, suspension without pay, involuntary demotion or discharge) investigation meeting or any meeting under the grievance procedure - shall not interfere with the Union Stewards' or other employees' regular work assignments. No Stewards may leave duty or work for purposes of union representation without the specific approval of the Stewards' supervisor or other authorized management official. Such release will not be capriciously or arbitrarily denied. The Union's request for release time shall not be made capriciously or arbitrarily and time demands on any one employee shall be within reasonable limits.

The Union and the Court agree that employee performance evaluation meetings that do not include a discussion of discipline will not create a right for Steward representation or assistance at the meeting. The Court will not take reprisal against any Steward for the Steward's protected activities as provided for under this

Memorandum. The Court Labor Management Committee is designated as the body that considers concerns related to Article 4.8 Union Stewards.

4.9 Dues Check Off and Agency Shop Service Fee Deductions

The Court will deduct all union dues, agency shop service fees as provided for in Article 23.2, insurance premiums, and assessments from the pay of those employees who have authorized such deductions. The amounts deducted shall be remitted promptly to the Union, or its designees, with an alphabetical list of the employees from whom deducted. The Union agrees to indemnify, defend, and hold harmless the Court, its officers, agents, and employees from any claim, liability, or damage arising from this provision.

4.10 Union Business

Upon request from the union manager or designee, the Court agrees to authorize member(s) of the Union release time to attend to union business. The Union shall specify in the request whether the time to be used will be paid time or unpaid time. The Union is authorized a total of 64 hours of paid release time, and a total of 96 hours of unpaid release time, each Fiscal Year. Any unpaid release time is considered leave without pay and will impact service credit hours. Unpaid release time requested by the Union may be taken as paid time if the employee uses accrued vacation or compensatory time off. The Union shall provide a monthly reporting to the Court Human Resources designee with the names and hours used by union member(s) during Court work hours. In all cases release time will not unreasonably interfere with the Court's operations and the Union member(s) shall secure permission from the employee's supervisor before leaving a work assignment.

4.11 Quarterly Reports

The Court will provide to the Union quarterly reports on the utilization of extra-help, contract and limited term employees.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1.1 Management Rights - Recognition Of

Except as expressly modified or restricted by a specific provision of this Memorandum or by the Court Personnel Plan as established under 5.1.2 below, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Court, including, but not limited to, the following: the right to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to set the standards of productivity, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours to be worked; to relocate the Court's operations or any part thereof; to control and regulate the use of facilities, equipment, and other property of the Court; to introduce

new or improved research, production, service, distribution, and maintenance methods, materials and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Court; to issue, amend and revise policies, rules, regulations, and practices, subject to the requirement to give advance notice of Personnel Plan Rules as set forth in Article 5.1.2; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Court and to direct the Court's employees. The Court's failure to exercise any right, prerogative, or function hereby reserved to it, or the Court's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Court's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Memorandum.

5.1.2 Management Rights - Court Personnel Plan

The parties recognize the authority of the Court to issue and revise the Court Personnel Plan Rules from time to time. The Court Personnel Plan shall be fully effective and enforceable except where inconsistent with any provisions of this Memorandum, in which case this Memorandum will control. The Union shall be given advance notice of new or revised Court Personnel Plan Rules prior to implementation and, where such Rules affect any matter within the scope of representation as set forth in Government Code Section 71634, the Court will meet and confer in good faith with the Union. Such advance notice shall, when possible, be no less than 30 days.

The Court shall provide LMC members copies of such updated Court Personnel Plan prior to distribution.

5.2 Contracting Out Bargaining Unit Work - Union Notice

Prior to the Court Executive Committee taking formal action to contract out bargaining unit work represented by the Union, the Court Executive Officer will inform the Union in writing of any substantial efforts being undertaken by the Court to consider contracting out such bargaining unit work, will share with the Union any reports on such matters (including any cost benefit analyses) addressed to the Court Executive Committee, and, upon request of the Union, will meet and discuss the contracting out proposal with the Union.

If the Court Executive Committee decides to contract out any bargaining unit work, the Court will send (hand delivered or by certified mail, return receipt requested) a written 90-calendar day notice to each employee represented by the Union who will lose his or her allocated position or will have his or her regular work schedule reduced as a result of the contracting out action. The Court will send the Union copies of all employee notices. The 90-day notice will specify that the employee will lose his or her position or will have a reduction in work hours effective 90 calendar days from the date the employee receives the notice.

If the Court should decide to layoff or reduce the work hours of an employee prior to the expiration of the 90-day notice period, the employee shall receive regular pay and benefits for the amount of the employee's regular work days remaining within the 90-day notice period. In the event that an employee receives a 90-day notice under this Article (5.2), the Court will continue to make a reasonable effort to place the affected employee in another available position(s) within the Court for which the employee is qualified consistent with the Court's Personnel Plan and other related employment requirements. In return for the foregoing, the Union agrees the Court is under no obligation under state law or the Court's Labor Relations Rules to meet and confer with the Union over either the decision to contract out bargaining unit work or the impact to represented employees resulting from such contracting out. During the 90-day notice period, the Union and the Court agree to collaboratively discuss possible options/alternatives to mitigate negative impacts on represented employees.

5.3 Electronic Reporting

No existing employees will be laid off as the result of the introduction of electronic reporting. See side letters attached to the MOU as Appendix B.

ARTICLE 6 - EMPLOYEE RIGHTS

6.1 Discrimination Prohibited - EEO

Provisions of this Memorandum shall be equally applied to all employees in the bargaining units without unlawful discrimination as to race, color, religious creed, sex (including pregnancy, childbirth, breastfeeding, or related medical condition), gender, gender identity, gender expression, national origin, ancestry, citizenship, age, union activity, marital status, physical disability, mental disability, medical condition, genetic information, family care status, sexual orientation, military and veteran status or any other basis prohibited by law. The law prohibits harassment of employees by supervisors, managers, coworkers or any third parties in the workplace. The parties agree that the prohibition against sexual discrimination includes sexual harassment. Any perceived incidents of harassment should be reported in accordance with the Court's Harassment Prevention Policy and Complaint Procedure for Complaints or Harassment and/or Discrimination Policy. The Court and the Union shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the Equal Employment Opportunity Discrimination Complaint Procedure in the Court Personnel Plan, but may not use the Grievance Procedure of this Memorandum.

6.2 Discrimination Prohibited - Union Activity

Provisions of this Memorandum shall be equally applied to all employees in the bargaining units without discrimination based on union activity. Except as otherwise provided in this Memorandum, disputes under this Article (6.2) shall be subject to Article 18 (Grievance Procedure).

6.3 Personnel Files

Inspection of Official Personnel Files

- a) Should an employee wish to have a union representative review the employee's own personnel records, the employee will provide the union representative with a signed letter indicating the employee's consent to have the employee's records reviewed. The union representative shall present said consent letter to the Court Executive Officer, or designated representative, prior to reviewing the employee's records. The Court Executive Officer shall keep the official personnel records of all employees within Court Human Resources.
- b) No employee shall have any comment adverse to the employee's interest entered in the employee's official personnel records file which may be used for disciplinary action without the employee having first read and signed, or initialed the document containing the adverse comment. Except that such entry may be made if after reading the document, the employee refuses to sign or initial it. (The employee shall have 30 calendar days from receipt to file a response.) Should an employee refuse to sign or initial the document, that fact shall be noted on the document and signed or initialed by the supervisor. In the event an employee is not available due to resignation, termination, or leave of absence longer than 30 days, to read and sign or initial the document, a copy of the document with a notation stating "cc: Personnel file" will be mailed to the employee's last known address. For purposes of this Article, "adverse" shall refer to comments critical of any aspect of the employee's performance of job duties.
- c) Positive comments regarding an employee's performance may be maintained in the employee's personnel file as determined by the CEO or designee.

ARTICLE 7 - HOURS AND OVERTIME

7.1 Hours and Overtime Application

This Article is intended only as a basis for outlining standards for hours of work, work schedules, and a basis for calculating overtime payments. Hours specified under types of employment indicate a commitment by the Court to minimum and maximum hours each employee is to be regularly scheduled, as long as there is sufficient work.

7.2 Employment - Types Of

Full-Time: An allocated position that is regularly scheduled for 80 hours of work in a pay period.

3/4 Part Time: An allocated position which is regularly scheduled for at least 60 hours, but less than 80 hours of work in a pay period.

Part-Time: An allocated position which is regularly scheduled for at least 32 hours, but less than 60 hours of work in a pay period.

Extra-help: A non-allocated assignment of duties which is defined in the Court's Personnel Plan.

7.3 Schedule - Modification of Work

The Court reserves the right to establish and modify work schedules.

7.4 Schedule - Flex-Time Work and Alternative Work Schedules

The Court reserves the right to utilize a flex-time schedule or alternative work schedule. Employees may request and the Court Executive Officer or his/her designee may utilize flex-time and alternative work schedules whenever such schedules will be beneficial to the Court. Requests shall be submitted upon a Form as developed by the Court. Such schedules may be implemented for individuals, a group of individuals, or an entire unit, as determined by the Court Executive Officer or his/her designee and provided that the needs of the Court are being met. As defined in Article 3.1, (definitions) an employee and the Court Executive Officer or his/her designee must agree to the assignment to flex-time. Non-exempt employees assigned to a flex-time schedule will be eligible for overtime compensation when required by law or when the employee's pay status hours (excluding the holiday benefit which falls on the employee's day off) exceed 40 in the employee's regular 7 day work period. The Court reserves the right to discontinue the flex-time schedule and reassign an employee to a normal daily work schedule based on the operational needs of the Court. An employee who flexes his/her daily/weekly schedule for his or her own convenience shall not use paid leave time to create eligibility for overtime under the contract. An employee required by the Court to work overtime shall be paid according to the overtime provisions of this MOU.

7.5 Schedule - Posting of Work

For the convenience of employees, work schedules will be posted in advance.

7.6 Schedule - Notice Required for Change in Work

Except in cases where emergency operations require, notice of a change in work schedule arising from other than transfer or promotion shall be given to the affected employee not less than seven (7) calendar days prior to the effective date of the schedule change.

Failure to give the seven (7) day notice to a full-time employee shall entitle the affected employee to compensation equaling one and one-half times the employee's base hourly rate for all hours actually worked on the new schedule which are at

variance from the employee's previous schedule until seven (7) calendar days' notice is given. However, for each such hour worked that constitutes statutory overtime as defined in Article 7.8 compensation shall be based on the regular rate of pay.

If any full-time employee has been given seven (7) calendar days advance notice of a shift change and the shift change results in the employee doubling back to work the new shift after leaving the worksite, all hours worked on the new shift within the employee's same work day as the former shift will be paid at the employee's base hourly rate, not at overtime, except as otherwise required by law.

Part-time employees shall not be paid at time and one-half for changes in schedule unless it results in overtime due and payable under Articles 7.8, 7.9, 7.10, or 7.11 of this MOU.

7.7 Schedule - Employee Preference for Change in Work

Notwithstanding Articles 7.8, 7.9, or 7.10, if an employee requests in writing a change in schedule for the employee's own convenience, and such request is approved, the employee shall waive compensation for time and a half compensation, as provided in Article 7.6, resulting from the schedule change as long as the total number of hours in pay status does not exceed 80 in any one pay period or unless compensation for overtime is required by law.

7.8 Overtime - Statutory - Non-Exempt Employee

Statutory overtime for the non-exempt employee is defined as all hours worked in excess of 40 hours in a regular 7 day work period; or, for employees on a regular 14 day work period, it is all hours worked in excess of 8 in a regular work day or all hours worked in excess of 80 in a regular 14 day work period. Statutory overtime may not be waived, as it is required by law.

7.9 Overtime - Non-Statutory - Non-Exempt Employee

Non-statutory overtime for non-exempt employees is defined as all hours worked in excess of 40 hours in pay status in a 7 day work period or in excess of 80 pay status hours in a 14 day work period; or hours worked in excess of the normal full-time daily work schedule established by the Court Executive Officer (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule); or any other circumstance except Article 7.8 where overtime pay is provided for non-exempt employees elsewhere in this Memorandum. Overtime is also defined as hours actually worked on the seventh consecutive full (8, 9 or 10 hour) day and any consecutive full (8, 9, or 10 hour) days worked thereafter; however, individual employees may waive such overtime with the consent of the Union.

7.10 Overtime - Non-Statutory - Exempt Employees

Exempt employees do not fall under the FLSA or state law for purposes of overtime payment. However, the Court Executive Officer may, in his or her discretion, approve

non-statutory overtime for exempt employees for unusual circumstances. The following examples are illustrative in nature only and do not encompass the entire scope of situations that may warrant paying overtime: excessive work hours necessitated by a natural disaster; one-time special projects that are time-sensitive; unusually excessive workload. The terms and conditions under which the non-statutory overtime is to be paid in the particular circumstance will be set forth by the Court Executive Officer in writing. It is understood that such circumstances may vary by work unit as recommended by the Court Operations Managers.

7.11 Overtime - Daily Shift for Part-time & Extra-Help Employees

In addition to Articles 7.8, 7.9, or 7.10, a part-time or extra-help employee whose hours worked are in excess of a normal full time daily work shift (in excess of 8 hours for the 5/8 schedule, 9 hours for the 9/8/1 schedule, or 10 hours for the 4/10 schedule) established by the Court Executive Officer with a portion of the time worked extending past the end of the employee's regular work day shall be entitled to overtime for all hours worked over the normal full time work shift. Such overtime hours worked shall not count in the computation of overtime for non-consecutive hours worked later in same regular workday except as required by law.

7.12 Overtime - Not Cumulative

Overtime eligibility provisions are not cumulative. An employee shall not be entitled to multiple overtime compensation even though more than one of the conditions set forth above may apply with respect to a particular unit of time.

7.13 Overtime - Assignment Of

A manager/supervisor may require and authorize a non-exempt employee to work overtime up to eight hours per pay period. Approval by the Court Executive Officer or a Deputy Court Executive Officer is required for overtime worked in excess of eight hours per pay period.

7.14 Overtime - Compensation Rate

All overtime, except as provided below, shall be earned at the rate of one and one half (1-1/2) hours for each one (1) overtime hour worked. Overtime compensation for non-exempt employees will be payable with compensation for the pay period in which the regular work weekends or later as permissible by law. Overtime shall be earned at the rate of 1-1/2 hours for each one (1) overtime hour worked through the twelfth consecutive hour, and after the twelfth consecutive hour, overtime shall be earned at the rate of two (2) hours for each one (1) overtime hour worked.

7.15 Overtime - Compensation for Non-Exempt Employees

A non-exempt employee shall be compensated for overtime earned either in cash or as compensatory time off. Statutory overtime shall be compensated in accordance with law utilizing all permissive credits. Non-statutory overtime earned shall be

compensated either in cash at the employee's base hourly rate or as compensatory time off. Compensatory time is an option only for those hours the employee has worked above the minimum FTE allocated to the position.

7.16 Overtime - Compensation for Exempt Employees

After approval by the Court Executive Officer, an exempt employee shall be compensated for accrued overtime either in cash at the employee's base hourly rate or as compensatory time off. Compensatory time is an option only for those hours the employee has worked above the minimum FTE allocated to the position.

7.17 Compensatory Time Off - Employee Choice

The employee assigned to overtime and eligible for compensatory time off as specified in Articles 7.14, 7.15, and 7.16 shall make an irrevocable choice each time such overtime is accrued whether to be compensated in cash at the base hourly rate or in compensatory time off until a maximum of forty (40) hours of compensatory time have been accrued. Employees who volunteer to work overtime, which overtime is approved, shall be compensated either in cash at the base hourly rate or in compensatory time, as determined by the Court Executive Officer or his/her designee.

7.18 Compensatory Time Off - Court Choice

The Court has the right to specify how an employee will be compensated for eligible overtime after (40) hours of compensatory time have been accumulated and until a maximum of 120 hours of compensatory time have been accumulated. At no time, other than separation, shall an employee voluntarily or involuntarily "cash out" compensatory time that has been accrued.

7.19 Overtime - Cash Pay Only

When 120 hours of compensatory time are accumulated, the Court will compensate the employee in cash at the base hourly rate for any additional overtime worked.

7.20 Compensatory Time Off - Approval For

No employee shall take compensatory time off without prior approval of the employee's direct supervisor. The supervisor shall attempt to schedule such time off at the time agreeable to the employee.

7.21 Compensatory Time Off - Payment at Separation

Each employee who is separated from Court service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate at the time of the employee's separation or in accordance with law.

7.22 Overtime - Half-Time Pay Provision

If overtime hours are earned during a pay period and total pay status hours fall below employee's allocated FTE, overtime shall be compensated by separating hours worked into regular time and half-time pay at the base hourly rate for such overtime hours up to a minimum of the employee's allocated biweekly schedule and a maximum total of 80 biweekly hours. All overtime hours in excess of 120 will be compensated as specified in Articles 7.14, 7.15, 7.16, and 7.17.

7.23 Rest Periods

Each manager/supervisor shall grant rest breaks to employees, except where unusual operational demands prevent a rest break. Rest breaks will not be unreasonably or consistently denied. Rest period shall not exceed 15 minutes in any four consecutive hours of work and shall be considered as time worked.

7.24 Meal Period - Duty Free

Employees shall be granted a duty-free meal period during each work shift that exceeds 6 consecutive hours. The duration of the meal period may be not less than 30 minutes or greater than 60 minutes and will be scheduled as near to the middle of the work shift as reasonably possible. Different meal periods may be assigned to employees in the same Court division. Duty-free meal periods shall not be considered as time worked.

7.25 Meal Period - Non-Duty Free

Notwithstanding Article 7.24 above, in those special circumstances where the Court determines a duty-free meal period is not appropriate with the delivery of efficient and productive services to the public, as determined by the Court Executive Officer, the employee shall be assigned to a non-duty free meal period which shall be considered time worked. If the Court plans to take action under this Article, the department shall give the affected employee(s) advance written notice and provide an opportunity for the affected employee(s) to discuss the issue with the Court Executive Officer before final action is taken.

7.26 Callback

Employees who are called back to work when off duty and after having left the worksite shall be entitled to receive a minimum of two (2) hours at time and one-half or overtime accrual for the actual time worked, whichever is greater. Time worked, for which the employee is entitled to compensation, shall include reasonable travel time to and from the employee's residence via the shortest commonly traveled route. No employee shall continue to receive standby pay once called back to work. For purposes of computing statutory overtime, only time actually worked and travel time shall be considered.

7.27 Phone Work - Compensation

With the Court Executive Officer's approval, an employee may be called upon to resolve work-related problems by telephone without having to return to the worksite. Such work shall be treated as time worked. Compensation for such work shall be a minimum of one hour of pay for any and all telephone calls received or made within that one hour period. In the event a later telephone call is received after the prior one hour of telephone work time, and the call required the employee to again resolve work-related problems by telephone, the employee shall be paid for an additional one hour of pay for all telephone calls received within that next hour. Phone work performed during a regularly scheduled telecommuting assignment is not eligible for payment under this Article.

7.28 Employment in More Than One Position

No person employed in a full-time position may be employed by the Court in any other full-time, part-time or extra-help position, nor shall any person be employed by the Court in two or more part-time positions which will, in combination, provide for more than eighty (80) hours of regularly scheduled work in any pay period.

7.29 FLSA - Non-Applicability Of

In the event FLSA is rendered inapplicable to the Court, either by legislative or judicial action, then the Court shall, from the effective date of such action, treat all employees as if they were exempt.

7.30 FLSA - 14 Day Work Period Option

The Union agrees that the Court may apply the regular 14-day work period, allowable under provision 7(J) of the Fair Labor Standards Act, to any non-exempt employee. Consent for all individual employees represented by the Union is granted.

7.31 Minimum Work Time

Any employee required to work on any day that is not their normal work day shall be offered a minimum of two consecutive hours of work time. This Article does not apply to employees subject to provisions of Articles 7.26 and 7.27.

7.32 Incidental Make-Up Time

An employee may request to make up time on the same day as a deviation from their regular work schedule to accommodate personal needs. Approval of employee requests shall be at the discretion of the employee's Supervisor or Manager. Requests for make-up time are generally one time in nature.

ARTICLE 8 - SALARIES AND DEFERRED COMPENSATION

8.1 Salaries

Salary ranges shall be as specified in Appendix A for each classification contained within each of the units represented by the Union.

The Court will pay a 3% COLA effective the first pay period practicable following ratification and approval in 2017; and, a 2% COLA effective July 1, 2018 for all employees in the bargaining units of SEIU.

Effective the first pay period practicable following ratification and approval in 2017:

- Eight (8) hours of Other Time Off (OTO), as a signing bonus for each bargaining unit member, on a one-time basis; no expiration date. If unused, this 8-hours OTO will be cashed out upon separation from employment.

Effective July 1, 2018:

- Additional eight (8) hours OTO.

The Employer agrees that an across-the-board percentage increase in salary provided to unrepresented employees (including managers and supervisor) will be no greater than the across-the-board percentage increase in salary provided to bargaining unit members. This provision excludes any equity adjustments, reclassifications, step or merit increases, or promotions given to any employee. This provision also excludes any compensation provided to Court Interpreters, Court Commissioners, the Court Executive Officer or the Assistant Court Executive Officer.

8.2 Salary - Survey Data - Successor MOU Negotiations

The Court and the Union have arrived at a mutually agreeable list of comparator courts and benchmark classifications that may be used for salary purposes. The comparator courts are: Alameda, Contra Costa, Marin, Napa, Solano, Santa Barbara, Santa Cruz, and Monterey. The Court and the Union shall gather data from the survey Courts and, subject to data availability, make the data available to each other six (6) months prior to the expiration of the MOU or as soon as possible thereafter.

8.3 Deferred Compensation

8.3.1 Deferred Compensation - Voluntary Program

The Court agrees to maintain the current voluntary deferred compensation plan for bargaining unit members eligible under Federal law and the rules of the deferred compensation plan.

8.3.2 Deferred Compensation - Court Paid Program

Beginning FY 04-05 deferred compensation of 1% for all eligible employees will be re-directed towards the Court cost of implementing the 3% at 60 retirement enhancement, as agreed.

8.3.3 Deferred Compensation - PST/457 Retirement Plan

Part-time (less than 20 hours per week) and extra-help employees represented by the Union who are hired on or after October 1, 1991, shall participate in the PST/457 Deferred Compensation Retirement Plan authorized by IRS Code 457 in lieu of Social Security. For each extra-help employee or part-time employee not covered by Social Security, except retirees, the Court shall contribute to the employee's PST/457 deferred compensation account according to the following schedule:

<u>EMPLOYEE</u>	<u>EMPLOYER</u>
4%	3.5%

8.3.4 Deferred Compensation - Employee Appeal

Employees may appeal to the Court Executive Officer or the Court Executive Officer's designee should they have a complaint regarding the administration of this program.

8.3.5 Deferred Compensation - Non-Grievability

The only deferred compensation issue that is grievable or arbitrable is whether the Court has made its contribution.

8.4 Deferred Compensation - Program Modification

Nothing herein renders the Court liable to the Union or any employee for a discontinuance of Internal Revenue Service or Franchise Tax Board approval of any Court deferred compensation plan or portion thereof, or the employee becoming ineligible by law or the rules of the plan, to participate in the deferred compensation program(s).

8.5 Salary – Consideration Upon Reappointment or Return

A full-time or part-time employee who resigns in good standing and is reappointed on a full-time or part-time or extra-help basis in the same or a closely related class in the same or a lower salary range within two years of resignation shall not be paid less than two steps below the salary step paid at the time of resignation. Approval of the Court Executive Officer is only required if the person is rehired at a salary step which exceeds the salary step paid at the time of resignation.

A full-time or part-time employee who resigns in good standing and, within one month of the date of resignation, is appointed to an extra-help job in any unrelated

class may, with approval of the Court Executive Officer, receive the salary step which is closest to but does not exceed the step rate received upon resignation.

8.6 Salary – Extra-Help to Extra-Help or Permanent Appointment

An extra-help employee who is appointed to an allocated part-time or full-time position or on an extra-help basis in any class and without a break in service, shall be paid at a salary step in the appropriate salary range which is nearest in amount to that of the step received in the classification held immediately prior to such appointment. Employment at a higher salary step not to exceed the maximum of the range may be authorized upon recommendation of the Court Human Resources designee and approval of the Court Executive Officer. This provision does not apply to simultaneous extra-help employment in more than one extra-help position.

8.7 Salary – Upon Return of Extra-Help Employees

When an extra-help employee returns within one year from the date of termination to a classification which the employee previously occupied, the employee shall receive the same salary step of the range as the employee received upon separation. Such employee shall be considered for merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

8.8 Salary – Upon Reappointment Following Layoff

Any full-time or part-time employee displaced, laid off, or voluntarily demoted in lieu of layoff and reappointed within two years from date of layoff in the same class from which separated or in a closely related class in the same salary range or in a lower salary range than the class from which separated, shall be paid at the same salary step in the salary range as the employee was paid at the time of displacement, layoff, or voluntary demotion, or the salary step of the range which is closest to but not exceeding the salary step at which the employee is currently being paid as a Court employee, whichever is greater. Such employee shall be considered for a merit increase when the employee's total hours in pay status before and after separation and restoration equal the number of hours required for a merit increase.

8.9 Salary – Upon Promotion

Except as otherwise provided herein, any full or part-time employee who is promoted to a position or a class allocated to a higher salary range than the class from which the employee was promoted shall receive the salary step of the appropriate range which would constitute an increase most closely equivalent to five (5) percent of the employee's salary step before promotion, but not less than the minimum salary range

of the new class nor greater than the maximum salary step of the new class. If a promotion occurs on the same day a merit increase is due and approved, the merit increase shall be computed first and subsequently the increase due to promotion.

An employee who is promoted shall be considered for a merit increase when the employee's total hours in pay status, exclusive of overtime subsequent to promotion, equals 2080 hours. The effective date of the merit increase shall be in accordance with Article 8.24.

8.10 Salary – Upon Promotion - Advanced Salary Step

Upon promotion of a full-time or part-time employee to a new class, the Court Human Resources designee may recommend to the Court Executive Officer that the person being promoted shall receive a base hourly rate of pay which is higher than that to which the employee is entitled, but which does not exceed the top salary step of the range.

8.11 Salary – Upon Demotion During Probation

Any full-time or part-time employee who, during the employee's probationary period, is demoted to a class which the employee formerly occupied in good standing during the same period of continuous employment in paid or unpaid status shall have the employee's salary step rate reduced to the salary the employee would have received if the employee had remained in the lower class throughout the employee's period of service in the higher class. The employee's eligibility for merit advancement shall be determined as if the employee had remained in the lower class throughout the period of service in the higher class.

8.12 Salary - Upon Involuntary Demotion

A full or part-time employee, to whom the circumstances described in Article 8.11 above do not apply, who is demoted involuntarily to a position of a class which is allocated to a lower salary range than the class from which the employee is demoted shall have the employee's salary step rate reduced to the salary step in the range for the new class which is the next lower than, most closely equivalent to five (5) percent less than the salary step received before demotion, except that such employee shall not be paid more than the maximum of the range of the class to which the employee is demoted. The employee's eligibility for merit advancement shall not change as a result of demotion.

8.13 Salary - Upon Voluntary Demotion

A full or part-time employee, to whom the circumstances described in Article 8.11 above do not apply, who is demoted voluntarily or who displaces as a result of layoff to a position in a class which is allocated to a lower salary range than the class from which the employee is demoted or displaced as a result of layoff shall receive the highest salary step in the range for the new class which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary range for the new class. The employee's eligibility for merit advancement shall not change as a result of demotion or displacement.

8.14 Salary - Upon Reappointment From Voluntary Demotion

Any full-time or part-time employee who is demoted voluntarily and who is reappointed on a full-time or part-time basis in the same class within two years, shall be reappointed at either the same salary step the employee received at the time of demotion or the salary step nearest the amount of the employee's present salary step, whichever is greater.

8.15 Salary - Upon Transfer

A full-time or part-time employee who transfers from one allocated position to another allocated position in the same class or in another class to which the same salary range is applicable, shall continue to receive the same salary step.

8.16 Salary - Upon Reallocation of Class

An employee in a position of a class which is reallocated from one salary range to another shall continue to receive the same salary step.

8.17 Salary - Upon Reclassification of Position

8.18 Salary - Upon Reclassification - Same Salary Range

Whenever a position is reclassified to a class which is allocated to the same salary range, the incumbent shall retain the same salary step received prior to the reclassification.

8.19 Salary - Upon Reclassification - Higher Salary Range

Except as otherwise provided herein, whenever a position is reclassified to a class which is allocated to a higher salary range, the salary step of the incumbent shall be as provided by Article 8.9.

8.20 Salary - Upon Reclassification - Lower Salary Range

Whenever a position is reclassified to a class which is allocated to a lower salary range, the salary of the incumbent shall be as provided by the Article 8.13. Whenever the effect of reclassification is to reduce the salary of an incumbent appointed to the position, the Court Executive Officer may, upon recommendation by the Court Human Resources designee, direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position, or until a percentage increase in pay may be authorized, whichever first occurs. Appropriate records shall show such an incumbent as being paid at a special fixed rate (Y rate) of the salary range for the employee's class.

8.21 Merit Advancement Within Salary Range

8.22 Merit Increase - Not Automatic

Merit increases within a range shall not be automatic. They shall be based upon merit and shall be made only upon written approval by the employee's supervisor as expressed in a completed performance evaluation with an overall rating of satisfactory or better. Failure to complete a performance evaluation in a timely manner, assuming an overall rating of satisfactory or better, will not result in loss of salary for the employee due to a delay in the evaluation process. For employees hired by the Court through September 21, 2011, merit increases shall be made within the appropriate salary range for the class by computing the new salary step rate which is most closely equivalent to five percent (5%) higher than the previous base hourly rate. For employees hired on or after September 22, 2011, merit increases shall be made within the appropriate salary range for the class by computing the new salary step rate which is most closely equivalent to two and one-half percent (2.5%) higher than the previous base hourly rate.

8.23 Merit Increase - Total Hours Required

Each employee shall be considered for an initial merit increase when the employee's total in-service hours within the current class equal 2080 hours. Each such employee shall be considered for subsequent merit increases when the employee's total in-service hours at each step to which advanced equals 2,080 hours from the previous merit increase date.

8.24 Merit Increase - Effective Date

An employee's merit increase shall be effective on the day that the employee reaches the required number of in-service hours, as specified in Article 8.23.

8.25 Salary - Reduction in Pay Upon Discipline

For a full-time and part-time employee who has his/her pay reduced in accordance with the Court Personnel Plan, the reduction in pay shall apply to regular hours worked, including hours treated as hours worked (currently paid administrative leave, jury duty, military leave, and compassionate leave). The rate reduction excludes premiums, overtime, the usage of sick leave, vacation leave and compensatory time accrued. Also excluded are the buyback or payoff of sick, vacation and compensatory accrued leaves. A reduction in pay shall not exceed the step most closely equivalent to five (5) percent of the employee's salary step prior to the reduction and shall not exceed 1040 hours in duration.

8.26 Temporary Assignment to a Higher Class

An employee assigned by the Court Executive Officer to perform the majority of the duties of a higher classification to fill a vacancy caused by resignation, termination, promotion, or an approved leave of absence, or due to workload demands, including demands created by unfilled positions, must meet the minimum qualifications of the higher classification. Such employee who serves continuously in such assignment for more than 96 actual work hours shall be paid retroactive to the first hour worked and thereafter according to the salary step of the range for the new class that is most closely equivalent to five percent (5%) greater than the employee's salary step before promotion, but not less than minimum salary step of the new class, nor greater than the maximum salary step of the new class. The employee shall receive this salary step as long as the employee continues to serve in such assignment and shall be entitled to receive increases for the higher class as described in Article 8.28, below.

8.27 Temporary Assignment - Subsequent Assignments

An employee who has met the minimum qualifications may be subsequently reassigned by the Court Executive Officer to fill a vacancy in the higher class. Any such employee must serve in such capacity for more than two (2) consecutive days of work prior to receiving the salary step as described in Article 8.26.

8.28 Temporary Assignment - Merit Increase Eligibility

Temporary assignments shall be administered in the following manner:

- a) If an employee assigned to a higher class has not yet reached the I step in the lower class, in-service hours while temporarily assigned to a higher class shall count as time served in the lower class for purposes of merit increase(s). If an employee reaches the I-step of the lower class while temporarily assigned, all subsequent in-service hours worked

while assigned to the higher class will begin counting toward a merit increase in the higher class.

- b) If an employee is at the I-step of the lower class when assigned to the higher class, in-service hours while temporarily assigned to a higher class shall count as time served in the higher class for purposes of merit increase(s) beginning with the first hour assigned in the higher class.
- c) An employee who is subsequently reassigned by the Court Executive Officer within 12 months of the ending date of the most recent temporary assignment, shall be considered for a merit increase in the higher class when the employee's total cumulative hours in the higher class are in accordance with Article 8.23. However, if the employee received credit toward a merit increase in the lower class for hours worked in a temporary assignment as provided in Article 8.28, such hours shall not also count toward a merit increase in the higher class.

8.29 Bilingual Pay

When a Manager designates a position within the bargaining unit which requires bilingual skills on the average of at least 10 percent of the employee's work time, such an employee in the designated position shall first demonstrate a language proficiency of job-related terminology acceptable to Court Human Resources. The Court shall pay the employee in a designated position a premium of one dollar (\$1.00) per hour in addition to the employee's base hourly rate of pay for each hour worked in a bilingual designated position. Bilingual skills shall include translating, answering phone calls, research, and speaking or corresponding with clients in a language other than English.

8.30 Bilingual Pay - Termination of

When a Court Operations Manager determines that a designated bilingual employee is no longer utilizing his/her bilingual skills at least 10% of the employee's time for three consecutive pay periods, said employee may be removed from the list of designated bilingual employees. Thereafter, the employee will no longer be entitled to receive Bilingual Pay, unless redesignated by the Court Operations Manager at a later date.

8.31 Bilingual Pay - Daily Assignment

When

- (a) A Court Operations Manager has designated a position within the bargaining unit which requires bilingual skills on the average of at least 10 percent of the employee's work time, and

- (b) An employee has been assigned on an on-going basis to carry out such assignment, and
- (c) (c) The employee so assigned becomes absent by virtue of temporary leave such as sick leave, vacation, compensatory time off, or assignment to other duties, then the Court Operations Manager may assign an employee to carry out the required bilingual duties of the assigned position on a daily basis.

This back-up person, having first demonstrated a proficiency of job-related terminology acceptable to Court Human Resources, shall be entitled to the payment of \$1.00 per hour for all hours actually worked in a daily assignment.

8.32 Premium and Differential Pay - Overtime Computation

Premium or differential pay will not be added to an employee's regular base hourly rate for computing overtime or any other differential except as required by law. Premium or differential pays shall be compensated in cash in the pay period in which they are earned.

8.33 Intermittent Assignment - Courtroom Clerk

An employee in the classification of Legal Process Clerk III who is assigned and performs Courtroom Clerk duties shall receive a 10% premium pay over the employee's base hourly rate for hours actually worked in the courtroom as a Courtroom Clerk.

8.34 Intermittent Assignment - Assistant Supervisor/Lead Worker

Absent an assistant supervisor and/or lead worker job classification, an employee who is assigned and performs assistant supervisor or lead worker duties shall receive a 5% premium pay above the employee's base hourly rate to be included in base salary for purposes of retirement.

ARTICLE 9 - EXPENSES, MATERIALS, AND REIMBURSEMENTS

9.1 Tools and Equipment

9.1.1 Tools and Equipment - Provided by Court

Except as provided in Article 9.1.2 below, the Court agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

9.1.2 Tools and Equipment - Provided by Employee

Where the Court requires an employee to provide a set of personal tools to be used in the line of duty and which appear on an itemized inventory of tools designated in writing by the Court Executive Officer as being required to be used in work, the Court agrees to reimburse employees in represented units for loss or theft of such tools to the extent authorized by Government Code Section 53240 and subject to the following restrictions and guidelines:

- a) No reimbursement is authorized for loss primarily attributable to the claimant's own negligence or carelessness or to normal wear and tear.
- b) All affected employees required to use personal tools in their employment with the Court shall inventory these tools and provide information as to type of tool, quantity, make and condition. The inventory shall be forwarded to the Court Executive Officer and updated at least once each year, with each employee responsible to report additions or deletions as they occur.
- c) All tools must be stored in a cabinet, box, or locker with locks in good working order. All tools shall be locked prior to the employee leaving the worksite.
- d) All losses shall be reported to the Court Executive Officer in writing as soon as discovered.
- e) Cabinets and chests will be considered tools.
- f) This policy does not include electronic equipment unless it has been authorized for use by the Court Executive Officer.
- g) The procedures for reimbursement shall be the same as the personal property reimbursement guidelines outlined below.

9.2 Reimbursement - Personal Property

Upon recommendation of the Court Executive Officer, the Court (in accordance with Government Code Section 53240) shall provide for payment of the costs of replacing or repairing property or prosthesis of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when any such items are lost or damaged in the line of duty without negligence by employee. If the items are damaged beyond repair, the actual value of such items may be paid. The value of such items shall be determined as of the time of the loss thereof or damage thereto in accordance with the following procedure:

1. The employee shall complete an employee personal property claim form and submit to his or her supervisor for approval.
2. The supervisor/manager shall conduct a complete investigation of the incident and damage to include interviewing the claimant and any witnesses,

inspecting damaged property when applicable, and evaluating the condition of the article in accordance with the attached Employee Personal Property Claims Guide. Based on the investigation, the supervisor shall recommend whether the claim should be approved or denied, provide any pertinent comments, sign and date the claim form, and forward it to the Court Human Resources designee.

3. The Court Human Resources designee shall complete the Purchasing Clerk's valuation in accordance with the attached Employee Personal Property Claims Guide, sign and date the claim form, and forward it to the Court Financial Manager.
4. The Court Financial Manager shall approve or deny the claim. He/she shall sign, date and forward approved claims to the Administrative Office of the Courts for payment in accordance with standard procedures for the payment of claims. He/she shall sign and date all denied claims and indicate the reason for denial and return the original claim to the claimant.
5. A claimant whose claim is denied may appeal the denial not later than fifteen days after the date of denial in accordance with the grievance procedure outlined in the SEIU MOU.

EMPLOYEE PERSONAL PROPERTY CLAIM GUIDE

Amount of Reimbursement for Personal Property Claims

The amount of reimbursement for personal prostheses, such as eyeglasses or hearing aids, will be the replacement cost of such items damaged beyond repair and the repair cost of items that are repairable. The amount of reimbursement shall not include the cost of fittings or examinations. The amount of reimbursement for trade or craft tools will be at full replacement value and shall be limited to those items required or customarily used in work.

Jewelry items do not come within the definition of property as set forth in Section 53240 of the Government Code. Therefore, reimbursement will not be made for damaged or lost jewelry items and is limited to \$70 for damaged watches; i.e., limited to reimbursement for the functional value of the watch and excludes payment for its jewelry value.

The amount of reimbursement for damaged articles of clothing will be determined by formula based on the replacement cost, the age, the life expectancy, and the condition of the damaged article. This formula is derived by use of the following tables.

TABLE I - LIFE EXPECTANCY RATES

<u>ITEM</u>	<u>RATE (YEARS)</u>
1. Coats & Jackets	4
Leather & Suede	5
2. Hats	2

3.	Neckties	2
4.	Rainwear – Plastic	2
	Rainwear – Fabric	4
5.	Shoes	3
6.	Shirts, Blouses	4
7.	Slacks	4
8.	Socks	1
9.	Sport Coats	5
10.	Suits	5
11.	Sweaters	4
12.	Underwear	1
13.	Dresses	5

TABLE II - CALCULATION OF CLAIMS REIMBURSEMENT VALUES

RATE (YEARS) SEE ABOVE

1	2	3	4	5
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Age	of	Article	in	Months	% of Replacement Cost		
0 to 4	0 to 4	0 to 4	0 to 4	0 to 4	Excellent	Average	Poor
4 to 7	4 to 7	4 to 10	4 to 13	4 to 16	100%	100%	100%
7 to 9	7 to 13	10 to 19	13 to 25	16 to 31	75%	75%	60%
9 to 11	13 to 19	19 to 28	25 to 37	31 to 46	70%	60%	45%
11 to 13	19 to 25	28 to 37	37 to 49	46 to 61	50%	40%	30%
13 mos. & older	25 mos. & older	37 mos. & older	49 mos. & older	61 mos. & older	30%	20%	15%
					20%	15%	10%

9.3 Reimbursement - Mileage

An employee who is authorized to use a personal motor vehicle for travel required in the performance of official duty, shall be reimbursed at the current applicable federal business standard mileage rate as established by the IRS for each mile driven so long as the employee substantiates the time, place, and business purpose of the travel. The rate in effect at the time of the implementation of this memorandum is the IRS standard mileage rate. All miles driven on or after the effective date of this memorandum shall be reimbursed at this rate until such time as the rate changes.

9.4 Parking Congestion - Transit Fares

To reduce parking and traffic congestion, to provide for better public access, and to encourage the use of public transit, the Court will pay the full cost of normal transit fares for employees using Sonoma County Transit or City Bus for such commuting to and from the employee's residence and the Court.

ARTICLE 10 - STAFF DEVELOPMENT

10.1 Purpose

10.1.1 Develop a training, education, and staff development program that promotes the following long-term strategic goals of the Court:

- a) Create a unified Superior Court organization largely by (1) fostering a common, unified court organizational culture that promotes a comprehensive set of values and strategic priorities, (2) clarifying the Court's role, functions, and strategic priorities for all court personnel, and (3) developing a well-trained professional workforce committed to the unique justice role of the courts in California;
- b) Increase the Court's capacity for providing effective and efficient justice, in part by (1) reengineering critical work processes that do not meet performance standards and/or provide effective service, and (2) identifying and developing approaches that lead to the most effective outcomes;
- c) Build effective justice system collaboration and partnerships.

10.2 Background

10.2.1 California trial courts have undergone unprecedented system wide changes during the last 10 years. The changes in trial court funding, community-focused strategic planning, collaborative justice courts, developing and administering a unique court employee personnel system, facilities management, and greater emphasis on customer service have drastically changed the way courts operate and are expected to operate by the public and all those that depend on services and information from the court.

10.2.2 These organizational and systemic changes have also directly increased the need for an improved staff development program. The overriding goal for this program is to develop a highly professional and competitive labor force through enhancement of employees' skills, knowledge and abilities. The Court recognizes this critical need and opportunity to create a learning organization anchored on excellence, professionalism, and accountability. This program will be embedded into our Human Resources Division as a means to attract, retain, train, educate and develop employees and attain organizational excellence.

10.3 Program Overview

- 10.3.1 Objective is to restructure the Staff Development program by providing meaningful opportunities for personal and professional growth and development that furthers the Court's strategic goals and improves overall court performance.
- 10.3.2 This program will apply to all court personnel regardless of classification and will be administered fairly;
- 10.3.3 This program will reimburse pre-approved training, education or development courses based on established criteria (see next section on Eligibility) and within the funding capability of the court;
- 10.3.4 This program is core to the mission and vision of the Court;
- 10.3.5 The overarching goal is to create a highly professional and well-trained work force to provide excellent service and justice.

10.4 Eligibility /Criteria

- 10.4.1 All Court full-time and part-time regular (probationary period completed) employees are eligible under this program;
- 10.4.2 Employees participating in this program will be required to maintain continuous Court employment for a specified period of time to be established, as a condition of reimbursed coursework. If an employee terminates his/her employment with the Court prior to the specified time (i.e. one year) following completion of reimbursed coursework, the employee may be required to reimburse the Court at some pro-rata share based on the initial cost and reasons for departure.
- 10.4.3 Reimbursement for pre-approved coursework will be based on successful completion.
- 10.4.4 If a letter grade is given, then the course must be passed with a C grade or better, if pass/fail – a P, if credit/no credit – credit.
- 10.4.5 For workshops, seminars or certificate programs, a certificate of completion or signed Proof of Attendance will be required.

10.5 Eligible Courses

- 10.5.1 The Court will be responsible for developing, implementing, managing, and evaluating education, training and development programs. Human Resources will be the primary unit coordinating this effort and will collaborate with court management and staff in providing meaningful and ongoing training and development opportunities. This will be accomplished through continuous evaluation and needs assessment and managing of an annual training, education, and staff development plan. The scope of courses should be job-related and shall maintain or enhance the employee's skills in current job or to gain additional skills or knowledge required for a promotional process within the

normal career path for the position and/or mandatory training as required by statute or Rule of Court based on job classification.

10.5.2 The Court's annual training and education plan will be the primary educational source for staff development and other sources will be considered secondary;

10.5.3 Reimbursement under this plan shall be limited to educational assistance as defined by the IRS and for secondary sources will be limited to tuition and textbook costs only. The benefits provided under this program must consist solely of educational assistance as defined by IRS Code Section 1.127-2(c).

10.5.4 Reimbursement for training and education for Court Interpreters will be limited to and governed by the Region Two Court Interpreter Agreement.

10.6 License, Bar Dues, and Continuing Education Reimbursement

10.6.1 Annual California Shorthand Reporting license renewal fees limited to \$125.00; Annual State Bar Dues required for Research Attorneys and Family Law Facilitator limited to \$410, and biennial license renewal fees for Child Custody Evaluator limited to \$140, and/or LCSW limited to \$110.

10.6.2 Reimbursement for Court Interpreter state certification and licenses will be limited to and governed by the Region Two Court Interpreter Agreement

10.7 Application Process

10.7.1 Employees will be responsible for maintaining their own training and educational records with assistance from the Human Resources database;

10.7.2 Supervisors and managers will be responsible for jointly identifying needs and developing training and education priorities for their respective units through staff development plans. Staff development plans will be a part of the annual performance evaluation for each employee.

10.7.3 Human Resources will use these priorities or needs assessments to develop an annual schedule for training, educational opportunities and programs;

10.7.4 Reimbursement for courses will be limited per fiscal year and will be based on the Court's annual funding. The Court agrees to allocate \$15,000 for fiscal year 2011-2012. All reimbursements will be subject to approval by the supervisor, manager, director, Deputy CEO and CEO.

10.7.5 See Staff Development Application for instructions.

ARTICLE 11 - HEALTH AND WELFARE BENEFITS

11.1 Health Plans - Documents or Contracts Controlling

While mention may be made in this Memorandum of various benefits and provisions of benefit programs, specific details of benefits provided under the Health Net or Kaiser Health Plans, the Dental, Vision, Life, Worker’s Compensation and Short and Long-Term Disability Programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the Court.

11.2 Health Plans - Availability of and Contribution Rates

The availability of health care plans and contribution rates are as follows:

For the term of this MOU, health care plans provided by this MOU are the Health Net HMO, PPO and the Kaiser HMO and, contingent upon plan availability. Full-time employees will pay the annual premium at the percentage listed below divided by 24 pay periods. For those months that contain three pay periods the third pay period will not have any premium deduction. Part-time employees will pay in accordance with Article 11.11.

<i>HEALTH NET</i>	
Single	15%
Two Party	15%
Family	15%
<i>KAISER</i>	
Single	15%
Two Party	15%
Family	15%

11.3 Dental Benefits

The Court provides a dental plan through Delta Dental.

Employee Contribution Each Pay Period

Divide the current annual amount of \$260 (\$10.00 x 26 pay periods) into 24 pay periods instead of 26 pay periods. Thus, \$10.83 for 24 pay periods annually.

Part-time employees will pay in accordance with Article 11.11.

11.4 Vision Care Benefits

The Court provides vision and computer vision care benefits to full-time active employees and their dependent(s) with no employee contribution. Benefits provisions are outlined in the Evidence of Coverage provided through VSP. Part-time employees may participate and pay their pro-rated contribution share, in accordance with Article 11.11.

11.5 Health, Dental, and Vision Benefits - Participation

11.5.1 Health and Dental Plans - Employee Option

Election to participate in the Health Net or Kaiser Health Plans, and the Dental plan will take place during the first full pay period following employment or during an open enrollment period in each year of the agreement. Open enrollment periods will take place prior to July 1, of each year.

11.5.2 Domestic Partner Health, Vision, and Dental Coverage

The Court agrees to offer medical, dental and vision coverage for registered domestic partners who have provided the Court with a signed Certificate of Registered Domestic Partnership certificate. Employees who, prior to September 30, 2017, had such benefit coverage with only a signed domestic partner affidavit shall have until June 30, 2018, to provide a Certificate of Registered Domestic Partnership or a marriage certificate in order to continue covering the partner. Effective October 1, 2017, only domestic partners who are registered with the State of California may participate in retiree health benefits.

11.6 Health Care - Employee/Retiree Health Plan

11.6.1 Health Plan - Retirees - Employed before January 1, 1990

- a) For employees hired before January 1, 1990, and continuously employed without a break in service before retirement (regardless of status in County/Court employment), the Court contributes to the cost of a health plan for its retirees and their dependents.
- b) Laid-Off & Restored Employees: Employees who were employed by the County/Court prior to January 1, 1990, but who were laid off thereafter shall not be subject to the restrictions of Article 11.6.2 (Health Plan-Retirees - Employed after January 1, 1990), provided that they are subsequently restored to Court employment and rejoin the County retirement system.

11.6.2 Health Plan Retirees - Employed after January 1, 1990 but before September 22, 2013

For any employee who is newly hired or rehired by the County/Court or any other agency covered by this Memorandum between January 1, 1990, and September 21, 2013 this benefit shall only be available upon the employee's retirement under the following circumstances.

- a) Employed at least 10 years: With respect to the retiree, he or she must have been employed with the County/Court for a period of at least 10 years (consecutive or non-consecutive), which may include employment with the County prior to January 1, 1990, and must have been a contributing member (or a contribution was made on their behalf) of the County's Retirement System for the same length of time. Upon meeting these two conditions, the Court shall contribute for the retiree only the same amount towards a health plan premium as it contributes to an active single employee in the same manner and on the same basis as is done at the time for other retirees who were hired or rehired before January 1, 1990. The retiree may enroll eligible dependents in the group health plan covering the retiree, but the retiree is responsible for the total dependent(s) premium(s).
- b) Employed at least 20 years: When such an employee has been employed (consecutive or non-consecutive) by the County/Court for a period of at least 20 years, which may include employment with the County prior to January 1, 1990, and has been a contributing member (or a contribution was made on their behalf) of the County's Retirement System for the same length of time the Court shall also contribute for one dependent the same amount towards a health plan premium as it contributes to an active employee with one dependent in the same manner and on the same basis as is done at the time for other retirees who were hired or rehired before January 1, 1990. The retiree with 20 or more years of Court service may enroll eligible dependents in the group plan covering the retiree, but the retiree is responsible for the total premium cost of more than one dependent.
- c) Contribution limit: In no event shall employees hired or rehired after January 1, 1990 be entitled to receive greater contributions from the Court for a health plan upon retirement than the Court pays for employees hired or rehired before January 1, 1990 upon their retirement.

11.6.3 Health Plan - Retirees - Surviving Dependent

Upon the death of an enrolled retiree who retired on or after June 29, 1999, the Court will continue to pay the health plan premium contribution for the surviving dependent who was receiving the Court contribution under Article 11.6.1 or 11.6.2.b if the enrolled retiree was hired prior to September 22, 2013.

11.7 Long-Term Disability

The Court agrees to maintain a Long-Term Disability Program as described in the plan document; the LTD Plan will include part-time employees (0.5 FTE minimum) and not require the exhaustion of an employee's sick leave before LTD benefits would be paid to an eligible employee. An employee who chooses to use sick leave after the 60th day of disability will not receive any LTD benefits until the employee stops using sick leave. Sick leave cannot supplement LTD benefits. The LTD plan would continue to be offset by any outside income, including any short-term disability plan the employee may have available. The waiting period for benefit eligibility will be 60 calendar days and the maximum benefit level will be \$7,000 per month. The benefit for part-time employees will be 66-2/3% of the average base salary over the last 26 pay periods or the employee's most recent continuous Court service, whichever is less. The cost of the LTD Program will be entirely paid by the Court during the term of this Memorandum.

11.8 Health, Dental, & Vision Benefits - LWOP or Unpaid Absence

If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to less than 50% of the employee's regular work schedule in a pay period, the Court will cease to pay its normal benefit contributions. The employee must pay the total benefit premiums if the employee desires to continue any coverage. If an employee is on an unpaid absence or goes on leave without pay, either of which reduces the employee's time in pay status to no less than 50% of the employee's regular schedule in a pay period, the Court will continue to pay its normal benefit contributions.

11.9 Health, Dental, & Vision Benefits - Medical or Pregnancy Disability

When an employee exhausts all but 40 hours of sick leave and goes on medical or pregnancy disability leave without pay, the Court will make its normal contribution to the employee's health, dental, vision care, life insurance, STD and LTD benefits for a period not to exceed 10 pay periods per disability. Beginning with the 11th pay period, the employee will be entitled to continued coverage by paying the full cost of the insurance premiums. Prior to the exhaustion of the 10 pay periods the Court will provide reasonable notice of the employee's obligations regarding the opportunity to continue employee-paid benefits.

An employee who returns to work from medical or pregnancy disability leave without pay prior to the exhaustion of the 10 pay periods of entitlement under this Article, shall not have the 10 pay period entitlement reduced for any pay period in which the employee is in pay status for at least 50% of the employee's allocated full time equivalent as specified in this Article 11.9 (Medical or Pregnancy Disability Leave). If the employee returns to medical or pregnancy disability leave without pay for the same condition, the 10 pay period time frame will continue where it left off and will

be reduced only for those pay periods when the employee's pay status hours fall below 50% of the allocated full-time equivalent. The Court's 10 pay period leave without pay benefit entitlement shall run concurrent with the Family Medical Leave Act, California Family Rights Act, and California Pregnancy Disability Leave (FMLA, CFRA, CPDL).

The employee's 18 month entitlement under COBRA law shall begin when FMLA/CFRA/CPDL have been exhausted and the employee goes on an unpaid leave which is less than 50% of the employee allocated hours. When an employee returns to work and has at least 50% of the employee's allocated full time equivalent in pay status in any pay period and subsequently goes out on Medical or Pregnancy Disability Leave, the 18-month COBRA time period starts over again. A new 18 month COBRA period begins again in the pay period in which the employee has a reduction of hours below 50% of the employee's allocated full time equivalent as this would constitute a new qualifying event under COBRA.

11.10 Health, Dental, & Vision - Employee Obligation Continued Coverage

An employee who is entitled to continued benefit coverage as specified in Article 11.8 (Court Contributions for Benefits During Unpaid Absence or Leave Without Pay) and/or Article 11.9 (Medical or Pregnancy Disability Leave) above, must notify Court Human Resources no later than five (5) Court business days after the first day of the leave of absence, of the employee's intent to continue insurance coverage. A Leave of Absence Request Form signed by the employee and the Court Executive Officer or his/her designee shall be forwarded to Court Human Resources when leave is authorized.

To assure continued insurance coverage, premiums shall be paid by the employee to Court Human Resources no later than the last day of the pay period. This premium provides coverage for the two-week period from the next pay date. If the employee fails to pay the premium by the last day of the pay period, he/she will receive one reminder notice. In order to reinstate coverage, the employee shall pay a ten dollar (\$10) late charge for the first occurrence, a fifteen dollar (\$15) late charge for the second occurrence and a twenty-five dollar (\$25) late charge for a third or subsequent occurrence per leave of absence in addition to the premium amount by the date specified in the reminder notice.

Only one reminder notice will be sent. If the employee fails to make proper payment to Court Human Resources by the end of the second pay period, the employee's continued health, dental, vision, life insurance, STD and LTD coverage shall be terminated. Under no circumstances will the Court be obligated to pay premiums for dependent coverage under Articles 11.8 and 11.9.

11.11 Health, Dental, Vision Benefits - Part-Time Employees

Part-time employees shall be eligible to participate in the health benefit programs and/or the dental and vision programs on a pro-rata basis. Proration for health, dental

and vision plans shall be based on whichever of the following is greater: the employee's FTE (full time equivalent) or the number of pay status hours in the pay period, excluding overtime (except when paid as regular hours per Article 7.22). For pay periods with no pay status hours, pro-ration shall be based on the employee's FTE or the average pay status hours in the 6 pay periods preceding the first day of leave without pay, whichever is greater. Election to participate in the health, dental and vision programs shall be made during the first full pay period of employment. In addition, part-time employees may utilize the procedures specified in Article 11.5 (Participation) above. Part-time employees shall be entitled to participate in long-term disability as specified in Article 11.7 (Long-Term Disability).

11.12 Temporary Disability Indemnity - Supplementing with Paid Leaves

An employee not entitled to the benefits of Labor Code Section 4850 who is absent from work by reasons of industrial injury compensable by temporary disability indemnity shall supplement such compensation with enough paid leaves to increase his/her gross earnings to equal his/her regular biweekly base salary as follows:

- All sick leave shall be taken until the remaining sick leave balance is 40 hours or less.
- Once the sick leave balance is 40 hours or less, the employee may elect to supplement by taking any combination of the remaining sick leave, vacation, and or compensatory time off up to his/her base salary.
- Employees whose sick leave balance is 40 hours or less may also elect not to supplement at all.

An employee shall accrue vacation leave and sick leave only during such portion of absence from work due to industrial injury for which the employee uses previously earned vacation leave, sick leave or compensatory time off.

11.13 Life Insurance

The Court shall continue, at no expense to the employee, a term-life insurance plan in the amount of \$15,000 for full-time and part-time employees who are regularly scheduled to work 60 hours or more per pay period. Each eligible and enrolled employee may purchase through payroll deduction dependent coverage for each eligible dependent. Details of coverage shall be as specified in the insurance contract. Eligible employees may purchase additional life insurance coverage for themselves at their own expense during the annual open enrollment periods specified in Article 11.5 (Participation). The employee may purchase supplemental coverage in increments of \$10,000 to a maximum of \$500,000 (not to exceed 5X their annual salary), in accordance with the insurance contract. An employee enrolled in supplemental coverage who moves from one age bracket to the next higher bracket will have to pay the rate of the higher age bracket beginning the January of the year in which the employee moves to the higher age bracket.

11.14 Salary Enhancement Plans

All employees who belong to the retirement system shall have their wages adjusted according to Section 414(h) (2) of the Internal Revenue Code which has the effect of deferring Federal and State income taxes on the employee's retirement contributions.

The Court shall continue, under IRS Code Section 125, a Health Care Premium Conversion Plan to allow eligible employees to make their required contributions towards health care premiums with pre-tax dollars through payroll deduction. Benefits eligible for this diversion are premium contributions towards group health, dental and vision.

The Court shall continue to offer under IRS Code Section 105, a Health Care Reimbursement Account to enable eligible employees to set aside pre-tax dollars for reimbursement of employee's medical expenses not reimbursed or covered under health, dental and vision insurance plans. Such expenses include deductibles, co-pays, and qualified medical expenses not reimbursed by the employee's health insurance plan. The Court will also continue the Child and Dependent Care Assistance Plan under IRS Code Section.

All of these deferral plans will be set up and/or administered by the Court in accordance with applicable Federal and State laws and, as such, will not be subject to Article 18 (Grievance Procedure) of the Memorandum.

11.15 Health, Dental, & Vision Benefits - Claims Dispute

11.15.1 Dental and Vision Plan - Claims Dispute

Employees shall utilize the appeal procedures in the Delta Dental Plan of California contract and the California Vision Service Plan contract or any subsequent vision contract for any dispute concerning a dental or vision claim payment. A decision rendered by the final authority specified in each contract shall be final and binding and no grievance may be filed over such a dispute through this Memorandum.

11.15.2 Long-Term Disability - Claims Dispute

- a) Outside Provider Plan: The Provider claims dispute process is described in the Plan Document. The Court Human Resources Division will provide the employee a copy of the Plan Document and any information in its purview that may be necessary for the processing of such claims dispute.

11.15.3 Health Plans - Claims Dispute

Any dispute by an employee over a claim processed through the Health Net HMO or PPO or the Kaiser HMO, or any other health plan available to employees through this MOU, shall be a matter to be resolved solely between the employee and the respective HMO or health plan and may not be processed through the Grievance

Procedure of this Memorandum. The Court will bear no responsibility for resolving such a dispute.

11.15.4 Workers' Compensation – Claims Dispute

The Court must provide workers' compensation coverage under a workers' compensation program that complies with Government Code Section 71623.5. Any dispute by an employee over a claim processed through worker's compensation shall be resolved solely through the appropriate appeal procedures of that system and may not be the subject of a grievance through this Memorandum.

11.16 Health, Dental, & Vision Benefits - Extra-Help Employee

Extra-help employees are not covered under any of the benefits provided by Article 11.

11.17 C.O.B.R.A.

The Court will continue to provide insurance benefits at group rates plus 2% as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions where applicable. In the event this Act is rendered inapplicable to the Court, either by legislative or judicial action, the Court shall, from the effective date of such action, not follow its provisions.

11.18 Long Term Care - Payroll Deduction

The Court agrees that represented employees may purchase CALPERS Long Term Care Insurance at their own expense as long as the Court is eligible to participate in the CALPERS program.

Each employee is responsible to submit his/her own application, any subsequent membership changes, and payment directly to CALPERS, as CALPERS Long Term Care is not a Court program or under Court direction.

ARTICLE 12 - HOLIDAYS

12.1 Holidays - Scheduled

Paid holidays shall be authorized for only full-time and part-time employees. To be entitled to pay for such holidays, an employee must be in pay status on the employee's regularly scheduled workdays before and after the holiday. Scheduled holidays are as follows:

- (1) New Year's Day, January 1
- (2) Martin Luther King's Birthday (3rd Monday in January)
- (3) Lincoln's Birthday, February 12
- (4) The 3rd Monday in February

- (5) Cesar Chavez Holiday, March 31st
- (6) Memorial Day
- (7) Independence Day, July 4th
- (8) Labor Day, the 1st Monday in September
- (9) Columbus Day
- (10) Veteran's Day, November 11
- (11) Thanksgiving Day, as designated by the President
- (12) The day following Thanksgiving Day
- (13) Christmas Day, December 25th
- (14) Each day appointed by the Governor of the State of California and formally recognized by the Judicial Council of California as a day of mourning, thanksgiving or special observance.

12.2 Holidays - Floating and Christmas Eve or New Year's Eve

12.2.1 Holidays - Floating

In lieu of an additional holiday, each full-time employee who is in pay status on the last scheduled working day of June and the first scheduled working day of July, will be granted 11 hours of compensatory time. Such compensatory time may be taken as time off on a day mutually agreeable to the employee and the manager/supervisor, or may be accumulated as provided by this Memorandum. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday is earned. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a prorated number of hours as defined by Article 12.5. Neither Article 12.4 nor 12.5 applies to this Article (12.2).

12.2.2 Holiday - Eve

In lieu of a Christmas or New Year's eve holiday, each full-time employee who is in pay status on the last scheduled working day of June and the first scheduled working day of July, will be granted 8 hours of compensatory time each fiscal year which may be taken as time off on a day mutually agreeable to the employee and the manager/supervisor, or may be accumulated as provided by this Memorandum. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday is earned. Subject to the same restrictions as required of full-time employees, each part-time employee shall be entitled to a prorated number of hours as defined by Article 12.5. Neither Article 12.4 nor 12.5 applies to this Article (12.2).

12.3 Holidays - Observed

If a scheduled holiday falls on a Saturday, the preceding Friday shall be the observed holiday. If a scheduled holiday falls on a Sunday, the following Monday shall be the observed holiday. All other scheduled holidays shall be observed on the date specified in Article 12.1.

12.4 Holidays - Compensation For

12.4.1 Holidays - Full-Time Compensation - Employees Not Scheduled to Work

A full-time employee whose assigned work schedule includes neither the scheduled holiday nor the observed holiday, shall receive 8 hours of compensatory time. All other full-time employees whose regular assigned work schedule includes either the scheduled holiday or the observed holiday shall receive 8 hours at their base hourly rate of pay. This holiday benefit shall be reduced proportionally by any unpaid time in the pay period in which the holiday falls.

12.4.2 Holidays - Compensation - Employees Working

An employee who actually works on either the scheduled holiday or the observed holiday shall be entitled to overtime compensation for the hours actually worked. An employee who works on both the scheduled holiday and the observed holiday shall elect which day shall be compensated at overtime. However, only one day shall be at overtime.

12.5 Holidays - Part-time Employee Pay

For each holiday, each part-time employee shall receive holiday pay equivalent to 1/10 of an hour regularly scheduled to be worked based on the employee's ongoing work schedule. If the employee's total hours in pay status (excluding the holiday benefit) exceeds the hours regularly scheduled to be worked, the employee shall receive holiday pay equivalent to 1/10 of an hour for each hour in pay status (excluding the holiday benefit). This holiday pay shall not exceed 8 hours for each holiday nor, for a part-time employee, be less than 3.2 hours for each holiday in the pay period. "Ongoing work schedule" for purposes of this Article shall mean an average of the 13 preceding pay periods of pay status hours, calculated twice a year, once at the end of the first pay period in January and once again at the end of the first pay period in July. Upon approval of the Court Executive Officer, a part-time employee may elect to accrue compensatory time in lieu of holiday pay only when the holiday pay status creates hours in excess of the employee's regular allocated full time equivalent. Holiday accrued as compensatory time will not count as in-service nor affect the accruals or proration of benefits until used in a later pay period.

12.6 Holidays - Extra-Help Employees

Extra-help employees are not covered by Article 12 except for the provisions of Article 12.4.2 above.

ARTICLE 13 - VACATION

13.1 Vacation Accrual

Each employee other than extra-help shall accrue and may use vacation leave with full pay providing that the maximum accumulation shall be no more than specified in Article 13.3.

13.2 Vacation - Accrual - Part-Time Employees

Part-time employees shall accrue vacation leave on a pro-rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full-time employees.

13.3 Vacation - Accrual Rates

Each employee who has completed the following in-service hours shall accrue vacation leave at the appropriate rate shown below. Rates shown below will be adjusted to reflect any unpaid time in each pay period. Hours will be accumulated to the maximum indicated in the table below.

YEARS OF COMPLETED FULL-TIME SERVICE	INSERVICE HOURS OF COMPLETED SERVICE		RATE FOR 80 INSERVICE HOURS	MAXIMUM ACCUMULATED HOURS
0 through 2	0.0	to 4174.2	3.07	360
2 through 3	4174.3	to 6261.4	3.68	360
3 through 4	6261.5	to 8348.5	3.99	360
4 through 5	8348.6	to 10435.6	4.29	360
5 through 10	10435.7	to 20871.2	4.60	360
10 through 15	20871.3	to 31306.8	5.83	360
15 through 20	31306.9	to 41742.4	6.44	360
20 or greater	41742.5	or more	7.36	360

13.4 Vacation - Credit Upon Reappointment

Each employee who was laid off and is reappointed within two years shall be returned to the place on the accrual table (in Article 13.3 above) that the employee occupied when laid off.

13.5 Vacation - Schedules

Vacation schedules shall be arranged by managers/supervisors with particular regard to the needs of the service, and whenever possible, with regard to the wishes of the employee. Every effort shall be made to arrange vacation schedules so that each employee will take as much vacation in each year as accrues to the employee in that year. Each employee's vacation time may be so divided as the needs of the service require or permit. No employee may take vacation without advance approval of the

employee's immediate supervisor. No employee may take vacation leave in advance of that actually accumulated at the time such leave is taken.

When an employee is restricted on the use of vacation time during a certain month, or months, of the year, due to the needs of the Court, the Court shall make every reasonable effort to accommodate the employee's request(s) to use vacation time during the remaining months of the year.

13.6 Vacation - Payment for Unused

Each employee who is separated from Court service shall be entitled to payment for all unused vacation leave which the employee may have accumulated as of the employee's last day of work and it shall be computed on the basis of such employee's base hourly rate at the time of termination.

13.7 Vacation - Buyback

Each employee may request and receive payment at the base hourly rate for up to eighty (80) hours of accrued vacation in a twelve month period, provided that there is a minimum remaining vacation balance of eighty (80) hours following payment.

13.8 Vacation - Extra-Help Employee Exclusion

Extra-help employees are not covered by Article 13.

ARTICLE 14 - SICK LEAVE

14.1 Sick Leave - Accrual

Each full-time employee shall accrue and accumulate sick leave at the rate of 3.68 in-service hours for each completed eighty hour pay period of service. This accrual rate shall be reduced proportionally by any unpaid time in each pay period. Part-time employees shall be eligible to receive sick leave on a pro-rata basis. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees.

14.2 Sick Leave - Usage

Earned sick leave credits may, with the approval of the manager/supervisor, be used by the employee:

- a) During the employee's own incapacity due to illness or injury.
- b) During the time needed by the employee to undergo medical or dental treatment or examination.
- c) During a pregnancy disability leave in which the female employee is incapacitated due to the imminent or actual birth of a child.

- d) When a child, spouse, or registered domestic partner of an employee, or the employee's parent is incapacitated by illness or injury and it is necessary for the employee to care for such child, spouse, registered domestic partner or parent. (Parent for purposes of this Article is defined as biological, foster, or adoptive parent, step parent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. A biological or legal relationship is not necessary for a person to have stood in loco parentis to the employee as a child. Parent does not include parent-in-law). Sick leave under this paragraph shall not exceed 48 hours per occurrence unless extended by joint action of the Court Executive Officer and Court Human Resources designee by reason of exceptional hardships.

14.3 Sick Leave - Affirmation

A signed affirmation for sick leave may be required for each use of such sick leave. Reasonable medical evidence of incapacity, may be required for sick leave use of four (4) consecutive work days or less and shall be required for sick leave use for more than four (4) consecutive work days.

No employee shall be required to provide a signed affirmation for an absence of four (4) or fewer consecutive work days unless the request has first been approved by Human Resources.

14.4 Sick Leave - Conversion

14.4.1 Sick Leave - Conversion - At Retirement

Each employee who separates from Court service on regular, non-disability retirement only shall convert one hundred percent (100%) of all unused sick leave remaining to each employee's credit at the time of retirement to retirement service credit as provided by Government Code Section 31641.03.

14.5 Sick Leave – Distribution at Death or Layoff

Each employee who separates from Court service voluntarily or by death or layoff, shall be entitled to payment of the monetary equivalent of 25% of all unused sick leave remaining to such employee's credit as of the time of separation, computed on the basis of such employee's base hourly pay.

14.6 Sick Leave - Payoff at Disability

Each employee separated from Court service by retirement for disability shall be entitled to payment at such employee's base hourly rate for all unused sick leave remaining to such employee's credit as of the time of separation.

14.7 Sick Leave - Personal Days

Up to 16 hours of an employee’s available sick leave may be used for personal reasons. Notice requirements for use of leave under this provision are the same as scheduling and use of sick leave.

14.8 Sick Leave – Use of CTO

An employee out on a verified sick leave absence of one week or more in duration for their own illness or injury, some portion of which would otherwise be unpaid because the employee will have exhausted all sick leave accruals during the absence, may utilize vacation or CTO for the balance of the absence not covered by sick leave.

ARTICLE 15 - LEAVES

15.1 Leaves of Absence Without Pay Usage Reference Table

Employees will be required to use paid leaves before a leave of absence without pay as shown in the following table:

Article #	Event	Sick	Vacation and/or CTO
14.8	Employee’s own illness or injury (not long term)	Must use	Not required to use
15.4.3	Employee’s own illness, injury or pregnancy disability (long term)	May keep 40 hours sick leave on books subject to Article 15.4.3	Not required to use
15.4.4	Illness of a relative (non FMLA/CFRA)*	Must use Use may not exceed 48 hours per occurrence	Must use May keep any combo of Vac & CTO up to 40 hours
15.4.5	Illness (FMLA/CFRA) of a relative non-sick CFRA event (e.g. child bonding)	Not required to use	Must use May keep any combo of Vac & CTO up to 40 hours
15.4.6	Undisclosed reason or extended vacation	Not required to use	Must use all Vac. & CTO
	*Family & Medical Leave Act (FMLA) / California Family Rights Act (CFRA)		

15.2 Leaves - Extra-Help Employees

Other than where specifically stated, extra-help employees are not covered by Article 15, Leaves.

15.3 Leaves of Absence - No Break in Service

No absence under any paid leave provision of the MOU or Court Personnel Plan shall be considered as a break in service for any employee who is in pay status during each absence. All benefits which, under the provisions of the Memorandum and Court Personnel Plan, accrue to employees who are in pay status shall continue to accrue during such absence.

15.4 Leave of Absence Without Pay

1. Leaves of absence without pay will not exceed 18 months unless required under applicable federal or state law (e.g., Workers' Compensation Laws).
2. If an employee has advance knowledge of the need for an unpaid leave of absence, the employee must submit the request to the employee's supervisor at least ten business days in advance of the proposed leave date (a **Leave of Absence Request form is available on the Court intranet**). In the case of an emergency, the employee must give as much notice as possible to the supervisor. The Court Executive Officer must approve all requests for leave without pay.
3. An employee with advance knowledge of a sick-leave qualifying absence which will be two weeks or more in duration may request leave without pay for some or all of such absence, but must use all accrued sick leave, except for up to 40 hours of accrued sick leave, which may be left on the books.
4. An employee caring for the non-FMLA/CFRA-qualifying illness of a spouse, child or parent may request leave without pay for some or all of such absence, but must (1) use all accrued sick leave (not to exceed 48 hours per occurrence), and (2) must also use all accrued vacation and compensatory time, except for up to a total of 40 hours of combined accrued vacation and compensatory time, which may be left on the books.
5. An employee caring for a relative with a FMLA/CFRA-qualifying illness, or taking leave for a non-illness related FMLA/CFRA event (e.g., child bonding), may request leave without pay for some or all of such absence, but must use all accrued vacation and compensatory time, except for up to a total of 40 hours of combined accrued vacation and compensatory time, which may be left on the books.

6. All requests for leave without pay for reasons other than illness, injury or pregnancy disability, may be approved only after the employee's vacation and compensatory time accruals have been exhausted.
7. Federal and State Family Leave shall run concurrently with paid or unpaid leaves of absence if the reason for the leave of absence is also a qualifying event under FMLA/CFRA (with the exception of Pregnancy Disability Leave).

15.5 Leave Without Pay for Job-Incurred Disability

Requests for leave without pay for disabilities which are found by the State Worker's Compensation Appeal Board or the Industrial Accident Commission to be incurred as a result of Court employment shall be approved by the Court Executive Officer for the period following expiration of paid sick leave and vacation until discontinuation of disability compensation payments.

15.6 Leave Without Pay for Military Service

Request for leaves without pay for military service shall be approved by the Court Executive Officer in accordance with applicable laws.

15.7 Leave for Candidates for Public Office

Any employee who becomes a bona fide candidate for elective public office, may take and be granted leave of absence without pay during all or any portion of the period of his/her candidacy by delivering to the Court Executive Officer a 10-day written notice of intention to do so, specifying the dates upon which such leave shall begin and end. Such an employee may, by further 10-day notice, change the date upon which such leave shall end. Such leave shall not extend beyond the period of time during which such employee is a bona fide candidate for elective public office.

15.8 Return to Work After Illness or Disability

When employees are absent due to illness or disability, the Court Executive Officer may require that employees be examined by a Court-approved physician at the Court's expense prior to their return to work. After accumulated sick leave is exhausted, the employee may be eligible for further leave without pay. If not eligible for further leave without pay, termination from employment may occur, as may be authorized in accordance with these rules.

15.9 Court Leave – Response to Subpoena

Full-time or part-time employees, or extra-help employees who are scheduled to work, are entitled to a leave of absence with pay at the employee's base hourly rate to respond to an enforceable subpoena to appear in a court or administrative agency hearing in California other than as a litigant and for reasons other than those caused by the employee's connivance or misconduct. An employee may retain such payment as may be allowed the employee for lodging, meals and travel, but as a condition for

entitlement to this Court leave, the employee shall make payable to the Court any and all fees which the employee may receive as payment for the service as a witness. An employee on Court leave will receive the base hourly rate of pay for those hours spent traveling to and from the court or administrative agency hearing and the hours spent attending to the employee's obligation as a witness so long as those hours correspond to the employee's assigned work schedule. Time spent as a witness or travel time that is outside the employee's assigned work schedule shall not be paid. If an employee's obligation as a witness expires on any workday with time remaining on the employee's work schedule, the employee will be obligated to return to work.

15.10 Court Leave - Line of Duty

These provisions do not apply to employees whose appearances are in the line of duty.

15.11 Court Leave - Extra-Help Employees

Extra-help employees who are scheduled to work and are subsequently called to court under circumstances in Article 15.9 above, qualify under this policy.

15.12 Court Leave – Compassionate

With respect to this provision, the term spouse shall also include registered domestic partners, and the term “parent” is defined in Article 14.2(d). A full-time or part-time employee shall be granted up to five (5) regular work days of leave, three (3) of which will be paid and the additional two (2) days to be deducted from vacation, comp, sick leave balances, or if no such balances remain may use leave without pay to arrange for and attend funeral services, in the event of death of the employee's parent or parent of the employee's spouse, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandparent, great grandparent, or grandchild.

The Court understands the deep impact that death can have on an individual or a family. Therefore, employees may request to use accrued sick leave, vacation or comp time if additional time off is needed, or in the event of a death of someone not covered by the categories listed above. Requests will not be unreasonably denied.

15.13 Jury Duty

Employees summoned for jury duty shall notify their supervisor as soon as possible. Employees are entitled to a leave of absence with full pay for such period of time as may be required to attend in response to a summons by a court of competent jurisdiction. Court employees are not eligible to receive fees in payment for service as a juror.

Extra-help employees who are scheduled to work and are subsequently called to Jury Duty qualify under Article 15.13.

15.14 Voting

If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the voter to vote. No more than two hours taken off for voting shall be with pay. The time off for voting shall be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed to the employee and his/her supervisor.

The employee shall give the supervisor at least two working days' notice that time off for voting is needed.

15.15 Catastrophic Leave/Decedent's Benefit

Definitions

1. Catastrophic Leave is a paid leave of absence due to verifiable, long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual. Catastrophic leave shall be additional paid leave available from vacation or compensatory leave hours donated by other Court employees to a specific, qualified employee.
2. A Decedent's Benefit shall be the accumulation of vacation or compensatory leave hours (up to a maximum of 680 hours) donated by other Court employees to the designated beneficiary or estate of a Court employee who dies while an employee of the Court. The decedent's benefit shall be paid to the designated beneficiary or estate of the Court employee in the same manner as payment to the designated beneficiary or estate of the Court employee of the decedent's own vacation and compensatory leave hours.

Coverage

All regular employees of the Court who have successfully completed 2080 hours (one year) in paid status shall be eligible for such leave due to their own serious illness or injury, or the serious illness or injury to a spouse, registered domestic partner or dependent minor child. The designated beneficiary or estate of an employee who was employed by any of the above-mentioned entities and successfully completed 2080 hours (one year) in paid status and met the criteria set forth shall be eligible to receive any decedent's benefit.

Other Leaves

The employee must first exhaust all accrued sick leave, vacation leave and compensatory time before qualifying for catastrophic leave.

Employees donating vacation or compensatory leave must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least forty hours after the donation of vacation time. Employees may donate all of their accrued compensatory time.

An employee or beneficiary requesting catastrophic leave must receive the approval of the Court Executive Officer. Such leave may initially be approved up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be approved.

If the employee is not satisfied with the decision of the Court Executive Officer, the employee may, within 10 calendar days of the decision, request in writing that the matter be submitted to binding arbitration (the Court will follow the arbitration process outlined in Personnel Plan Section 2002.2, Recruitment, Selection, and Promotion, page 24).

Employees donating vacation or compensatory leave to a decedent's benefit must donate their vacation or compensatory leave hours no later than 30 days after the employee's death.

The Court's Fiscal Department shall account for the donation and disbursement of catastrophic leave hours. At the end of the thirty day period allowed for donations for a Decedent's Benefit, the Court's Fiscal Department will process adjustments and then disburse to the designated beneficiary or estate all funds for leave time donated.

Catastrophic leave shall not be used in conjunction with any long or short-term disability insurance or Social Security benefits.

While an employee is on catastrophic leave using donated hours, the employee shall not accrue any vacation or sick leave.

15.16 Family and Medical Leave

The Court recognizes its obligations to employees who meet the eligibility requirements of the Federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

The Court currently posts and will continue to post the required notices regarding FMLA and CFRA at each court location.

The Court currently provides and will continue to provide information regarding FMLA and CFRA as part of its orientation for new employees.

Any Court employee with any questions or need for FMLA, CFRA, or other leaves, should contact the Court Human Resources office directly.

15.17 Disaster Leave

Upon approval of the Court Executive Officer, Court employees may donate accrued compensatory time and vacation leave to other Court employees who have lost work time during a Chief Justice or Presiding Judge declared state of emergency. Such donated time will not exceed the total amount of time lost by the receiving employee including vacation, compensatory time used and any unpaid leave incurred. Donations must be made no later than 90 days from the last day lost by the employee.

ARTICLE 16 - MISCELLANEOUS PROVISIONS - ALL BARGAINING UNITS

16.1 Employee Assistance Program

The Court and the Union agree to continue the Employee Assistance Program (EAP) to assist employees. Information on the EAP is available through the Human Resources Department and on the Intranet.

16.2 Memorandum of Understanding - Distribution

The parties agree that the Court shall post this Memorandum on the Court's intranet for access by all current and future employees covered by the MOU and for other Court employees affected by it. The Court shall also make available in print format this Memorandum for those employees without computer access in a style, size and format mutually agreed upon in advance between the Court and the Union. Subject to the foregoing, the Court and the Union shall share equally in the costs of printing.

16.3 Court/Union Meetings

The Court and the Union shall meet whenever the SEIU 1021 Work Site Organizer or its designee and the Court Human Resources designee agree to meet to discuss matters of mutual interest. Agenda items will be agreed to as well as the date and time of such meeting.

16.4 Direct Deposit

The Court will continue to make a deposit of participating employees' pay checks directly to the employee's accounts in the participating financial institutions. The effective date of deposit will be one day after the regularly scheduled date of payroll issue.

16.5 Training - Interest Bargaining

It is the intent of the parties to incorporate interest bargaining concepts into future labor/management negotiations. This Article (16.5) is neither grievable nor arbitrable under this contract grievance procedure.

The parties agree that training costs under this Article (16.5) shall be equally shared between the Court and the employee (through a staff development claim).

16.6 Retirement- Credit for Prior Public Service

In addition to any other retirement buyback provision, employees who are contributing members of the Sonoma County Employees' Retirement Association can purchase retirement credit for public service time rendered prior to employment with the Court pursuant to Government Code Sections 31641.1 and 31641.2, during the term of this MOU.

16.7 Retirement - Final Compensation

Salary, premiums, and other miscellaneous earnings included in final compensation for retirement calculations shall be determined by the Retirement Board.

16.8 Retirement - 3% at 60 Enhanced Retirement Program

Effective June 22, 2004, a 3% at 60 enhanced retirement program became available to SEIU-represented employees who are contributing members of the Sonoma County Employees' Retirement Association (SCERA), with the understanding that the County will work with all other organizations representing general member employees, to implement this option prospectively on the same date.

Both parties understand that state law requires that the 3% at 60 benefit be implemented for all general members on the same date.

On the above date, SEIU-represented SCERA members began contributing 3.03% pretax to their employee retirement account. This contribution will continue for twenty (20) years (until July 2024) to pay for the unfunded accrued actuarial liability resulting from any past service.

Additionally on this date, the employer-paid 1% deferred compensation (457) contribution will cease and will be re-directed during this 20-year period to pay 1% of the normal retirement cost going forward.

Employees hired on or after January 1, 2013 shall receive retirement benefits consistent with the Public Employees' Pension Reform Act (PEPRA). For these new hires, the employee contributions through payroll deductions will be consistent with PEPRA.

16.9 Workload Accommodation During Vacancies

To accommodate workload during periods when there are vacant positions in a work unit, the following criteria will be followed:

- a) Workload will be prioritized and distributed with input from staff.

- b) The use of overtime, extra help, temporary workers, interns, retiree registry, increased staffing, supervisory and management support to staff will be considered before workload is assigned.

16.10 Use of Rental Cars for Court Business

In addition to use of the Court car, rental cars will be made available to employees for Court business travel if employees do not want to use their personal vehicles. Prior authorization from management is required to use the Court car or a rental vehicle.

16.11 Advisory Committee - Labor/Management

The Court and Union support the creation and utilization of a Court/SEIU Labor Management Committee. The Court/Labor Management Committee shall be comprised and function in the following manner:

- a) The committee shall be made up of no less than two (2), nor more than five (5), members each from the Union and the Court.
- b) Labor/management committee meetings shall be deemed Court business for compensation purposes, and shall meet quarterly unless the parties otherwise agree. In addition, either party may, with 30 days' notice convene an LMC meeting by presenting an agenda with items reasonably requiring a meeting prior to the next quarterly meeting.
- c) The committee shall have the authority to appoint Court/Labor subcommittees on an ad-hoc basis as appropriate to address issues specific to departments, work units, work locations, or classifications. Court/Labor subcommittees shall be advisory to the Court/Labor Management Committee.
- d) This Article 16.11 is neither grievable nor arbitrable under Article 18. However, if the Court is unwilling to establish a labor/management committee, as a sole and limited exception to the nongrievability of this Article, the Union may grieve this issue under Article 18 of the MOU.

ARTICLE 17 - BARGAINING UNIT AND SPECIAL PROVISIONS

17.1 Job-Sharing

Job-sharing is defined as the practice of filling one permanent full-time position with two part-time employees sharing a caseload and/or other job duties and pursuant to a written agreement between the employees and the Court Executive Officer.

Requests by employees to participate in a job-sharing agreement shall be considered on their individual merits and on the compatibility of the individuals making the request as determined by the Court Executive Officer. A job-sharing agreement may be terminated by the Court Executive Officer or by the mutual agreement of all of the

parties involved or by the termination of one of the employees. Decisions made by the Court Executive Officer under this policy are neither grievable nor arbitrable.

17.2 Service and Technical Support Unit - Superior Court Reporters

17.2.1 Superior Court Reporters - Assignments

Superior Court Reporters are employees of Sonoma County Superior Court and not specific Judges. Superior Court Reporters may be assigned to any Court assignment.

In the event a Court Reporter's assignment changes during the workday, the individual Reporter(s) involved will be contacted directly in person by either electronic mail, and/or telephone, and/or other practical means of communication.

17.2.2 Superior Court Reporters - Salary - Flat Rate

Superior Court Reporters shall be paid at a flat rate per hour rather than on a salary range or a per diem rate. Superior Court Reporters are not eligible for merit step increases.

17.2.3 Superior Court Reporters - Overtime

Superior Court Reporters shall only be eligible for overtime for Court work in excess of 8 hours per day or 80 hours per pay period. This Court work shall not include time spent preparing Court transcripts, unless such transcriptions are done during a regularly assigned work day while awaiting Court assignment.

17.2.4 Superior Court Reporters Definition of Part-Time

A part-time Superior Court Reporter is any Superior Court Reporter in an allocated position regularly scheduled to work less than full time. Holiday pay for part time Superior Court Reporters shall be in accordance with Article 12.5 of this Memorandum except that there shall be no guarantee of a minimum of 3.2 hours for each holiday in the pay period.

17.2.5 Superior Court Reporters - Call In

A part-time Superior Court Reporter who is called in and agrees to work in addition to their regular schedule shall be called in for a minimum of four hours.

17.2.6 Superior Court Reporters - Real Time and CART Services

Court Reporters who are deemed by the Court qualified to provide real time court reporting and who sign a Court approved provider agreement to provide real time and CART services will receive a 3% differential. Court Reporters who hold the National Court Reporters Association's Certified Real Time Reporter (CRR) certification shall

receive an additional 5% differential upon signing the provider agreement. The differential(s) shall be paid for all hours in pay status regardless of whether the Court Reporter is actually providing real time reporting.

The signing of the provider agreement shall be voluntary on the part of the Court Reporter. However, nothing herein shall affect the management right of the Court to determine qualifications or to assign and direct work, or in its management discretion, to create a new Real Time Court Reporter classification that has as one of its essential duties and responsibilities the provision of real time court reporting.

Court Reporters will not be required to provide more than four (4) hours of CART services in a day.

17.3 Service and Technical Support Unit - Court Maintenance Worker

The Court Maintenance Worker shall receive \$250.00 annually on the second payday in September for the repair and replacement of work clothes.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Grievance - Purpose of Procedure

The Court and the Union agree to this Grievance Procedure in order to provide an orderly procedure to promptly resolve grievances of employees covered by this Memorandum.

18.2 Grievance - Definition Of

A grievance is a claim by an employee, a group of employees, or the Union on behalf of an employee(s), concerning the interpretation, application or alleged violation of this Memorandum, or of certain specific provisions of the Court Personnel Plan as set forth below. All other complaints are specifically excluded from this procedure including but not limited to, complaints which arise from the following: harassment and/or discrimination; denial of reasonable accommodation under California FEHA and Federal ADA; misapplication, misinterpretation, or violation of the Court's recruitment, selection and promotion procedures; appeals arising from layoffs; all disciplinary actions; and performance evaluations (see Court's Personnel Plan for applicable policies). Likewise, all complaints alleging a violation, misinterpretation, or misapplication of the Court Personnel Plan are excluded from this procedure, except for complaints arising under the following specific sections of the Personnel Plan: 2010.1 Continuing Education Courses; 2010.2 Continuing Education Leave; 2011.1, Inspection of Personnel Files, 2.d. and 2.e.; 3002 Salary-Setting Procedure (3002.1 through 3002.24); Section 4000, Miscellaneous Leaves.

18.3 Grievance - Standing to Initiate

An individual employee or the Union who, on behalf of an employee(s), in good faith has an actual grievance with the Court over a grievable matter as defined in Article

18.2 may file a grievance. The Union may file a grievance without naming an individual employee if the alleged grievance involves a right or benefit granted the Union under this Memorandum, such as bulletin boards (Article 4.5) and Union Business (Article 4.10).

At any step of the grievance procedure, the employee may represent him/herself, or may be represented by a union representative who may be a Court employee.

18.4 Grievance - Procedure Initiation

The grievance must be initiated within fifteen (15) days from the date of the action or occurrence giving rise to the grievance or within fifteen (15) days of when the grievant knew of or could have reasonably discovered such action or occurrence. For purposes of time limitations, day shall mean calendar day.

18.5 Grievance - Time Limits

Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the grievant the right to move the grievance to the next level.

18.6 Grievance - First Step Of

The grievance shall first be discussed on an informal basis by the grievant with the employee's immediate supervisor within fifteen (15) days from the date of the action causing the grievance as provided in Article 18.5 above. The immediate supervisor shall respond within six (6) days. Every effort shall be made by the parties to resolve the grievance at this level and may include conferences among supervisory or administrative personnel. Such discussions will be held whenever possible, during the grievant's work hours.

18.7 Grievance - Second Step Of

18.7.1 Grievance - Timing & Rationale - Second Step

In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing, with a copy to Court Human Resources and the Union, to the immediate supervisor within seven (7) days after receipt of the immediate supervisor's response. Such written grievance shall:

- a) Fully describe the grievance and how the employee(s) was/were adversely affected by the Court;
- b) Set forth the Article(s) of this Memorandum allegedly violated;

- c) Indicate the date(s) of the incident(s) grieved; and
- d) Specify the remedy or solution to the grievance sought by the employee(s).

18.7.2 Grievance - Response to Second Step

The written grievance shall be responded to in writing by the immediate supervisor within seven (7) days from the time the written grievance is received and a copy sent to Court Human Resources and the Union. The written response shall include:

- a) A complete statement of the immediate supervisor's position and the facts upon which it is based; and
- b) The remedy or correction which has been offered, if any.

18.8 Grievance - Third Step Of

18.8.1 Grievance - Third Step - Timing

If the grievant is not satisfied with the response at Step Two, the grievant may appeal the decision to the Court Executive Officer, with a copy to Court Human Resources and the Union within seven (7) days of receipt of the written response at Step Two.

18.8.2 Grievance - Third Step - Response To

Within five (5) calendar days after receiving the completed grievance form, the Court Executive Officer or designee shall meet with the employee, and they shall thoroughly discuss the grievance. The Court Executive Officer shall give his/her decision within 15 days after the discussion and send a copy of the decision to Court Human Resources and the Union. When a grievance is not resolved at the second step (immediate supervisor) and is advanced to the third step, the Court Executive Officer may request in writing additional time for mid-management to work on a resolution.

18.9 Mediation

18.9.1 Mediation - Mutual Agreement

Prior to an arbitration hearing, the parties, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the Court and the Union. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

18.9.2 Mediation - Alternative Methods To

The parties may also mutually agree to alternative methods of resolving grievances, including but not limited to informal hearings.

18.10 Arbitration of Grievance

18.10.1 Arbitrability of Grievance

Grievances directly and primarily involving the application, alleged violation, or interpretation of this Memorandum, except as otherwise provided in this Memorandum, are arbitrable. If a grievance is submitted to arbitration by the Union, neither offer for settlement nor concessions for settlement made during the grievance procedure shall be admissible in arbitration.

18.10.2 Arbitration - Timing Of

Following completion of the Third Step of the grievance procedure provided herein, if the grievance is subject to arbitration and remains unresolved, the Union on behalf of the grievant may request arbitration. The request for arbitration must be given to the Court Human Resources designee, in writing, within 15 days of the receipt of the response from Step Three.

18.10.3 Arbitration - Selection of Arbitrator

An arbitrator may be selected by mutual agreement of the Court and the Union.

18.10.4 Arbitration - Failure to Agree on Arbitrator

Should the parties fail to mutually agree on an arbitrator, they shall make a joint request of the Federal Mediation and Conciliation Service or the American Arbitration Association for a list of five (5) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

18.11 Arbitration - Submission Statement

The parties shall, 30 days following the receipt of a written request for arbitration, exchange in writing their understanding of the question or questions submitted for arbitration. Thereafter, the parties to the arbitration shall use their best efforts to exchange a written summary of the evidence they intend to offer and to reach agreement on and reduce to writing the question or questions submitted for arbitration. The agreed question or questions, if agreement is reached, together with the exchanged summaries of evidence and a list of witnesses to be used by each side, shall be submitted to each other and the arbitrator five (5) days prior to the arbitration hearing.

18.12 Arbitration - Scope of Arbitration

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Memorandum. The decision and award of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties. The decision of the arbitrator shall be binding.

18.13 Arbitration - Arbitrator's Decision

Unless the parties agree otherwise, the arbitrator shall render the decision in writing within 30 days following the hearing. The decision of the arbitrator is final. If requested by either party, the decision shall be accompanied by findings of fact and conclusions of law.

18.14 Arbitration - Expenses

The cost of employing the arbitrator shall be borne equally by the parties to the arbitration. All other costs such as, but not limited to, attorneys' fees and witness fees shall be borne only by the party incurring that cost.

18.15 Grievance - Non-Retaliation

Employees who file a grievance or who participate in a grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.

18.16 Grievance - Maintenance of Performance Standards by Grievant

Employees who file a grievance are in no manner excused or exempt from performance standards of the job. Job performance standards will be maintained throughout and following any action undertaken as a result of this grievance procedure.

ARTICLE 19 - FULL PERFORMANCE, NO STRIKE

19.1 Full Performance - Union Representation

A material inducement to Court's execution of this Memorandum is the Union's representation that the employees it represents will loyally and fully perform their respective duties in an efficient manner so as to provide the maximum service to the public and that the Union will fully perform its obligations owed to Court.

19.2 Prohibited Activities - Union & Employees

Accordingly, the Union and the employees it represents agree not to formally and publicly encourage or to engage in any and all forms of work stoppage activities during the term of this Memorandum including, but not limited to, strikes, (including sympathy strikes), "slowdowns", "sick-ins", or similar concerted activity against Court.

19.3 Full Performance - Union Responsibilities

The Union shall not be liable to the Court for “wildcat” job actions by the employees it represents. The Union shall use its best efforts to prevent any such “wildcat” job action and shall:

- a) Encourage its members at the earliest possible time to discontinue the job action;
- b) Immediately declare in writing delivered to Court and publicized that such job action is illegal and unauthorized;
- c) Direct its members in writing to cease such conduct and resume work or face fines or other appropriate punishment.

19.4 Full Performance - Written Assurances

This promise by the Union is both a covenant and a condition precedent to the continuing performance by Court of any obligation whatsoever owed by Court to Union or the employees it represents during the term of this Memorandum. If Court is at any time uncertain of the Union’s continued performance, it may demand, and the Union will provide, written assurance of its continued good faith performance of this Memorandum.

If the Union’s response does not insure compliance with the covenants of this Article 19, the Court may suspend its compliance with Articles 4.9 and 4.10 and Articles 23 and 24 of this Memorandum of Understanding.

19.5 Prohibited Activities - Employee Liability

Any employees engaging in activity prohibited by this Article may be subject to disciplinary action, including discharge.

ARTICLE 20 - FULL UNDERSTANDING, MODIFICATION, WAIVER

20.1 MOU - Full Understanding

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

20.2 MOU - Meet & Confer Waiver

Except as specifically provided herein, it is agreed and understood that the Union voluntarily and unqualifiedly waives its right to and releases the Court from any obligation to meet and confer on any subject or matter contained herein. Union acknowledges that Court has fulfilled its obligations under SB 2140.

20.3 MOU - Modification

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

20.4 MOU - Non-Precedent Setting

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

ARTICLE 21 - SEPARABILITY

21.1 MOU - Invalidation of Article/Section

If during the term of this Memorandum, any item or portion thereof of this Memorandum is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Memorandum shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Memorandum shall not invalidate any remaining portion that shall continue in full force and effect.

21.2 MOU - Replacement of Article/Section

In the event of suspension or invalidation of any Article or Section of this Memorandum, the parties agree, that except in an emergency situation, to meet and confer within 30 days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 22 - REOPENERS

22.1 Reopener - Pay for Performance

The Court intends to study "Pay for Performance" compensation systems. If the Court develops any recommended changes to the current compensation system, the current MOU will be reopened to meet and confer regarding the implementation of such changes.

22.2 Reopener- Retirement Plan

If there is a change in the law, which mandates changes in the Retirement Plan, the current MOU may be reopened to meet and confer on the impact of such change.

ARTICLE 23 - AGENCY SHOP SERVICE FEE

23 Agency Shop Election

State law provides for agency shop agreements between employee organizations and employers. In previous memoranda of understanding and at present, certain SEIU-represented employees are exempted from paying service fees for the cost of union representation, based on their date of hire. The Union and the County have agreed to have State Mediation and Conciliation Service (MCS) conduct a secret ballot election for the non-supervisory SEIU bargaining units regarding this exemption. The ballot proposition will be whether or not all employees who receive representation services from SEIU Local 1021 will become union members or pay a fair share service fee, without exception due to date of hire with the County of Sonoma.

The Court and the Union will work cooperatively with State MCS to ensure employee election participation. The Union will bear any costs associated with the election. If the outcome of the election is in favor of removing exceptions regarding employee date of hire as listed below in non-supervisory bargaining units covered by this memorandum of understanding, as a condition of continuing employment such covered employees shall become and remain members of the union or pay a fair share service fee in lieu thereof. Agency shop service fee is described below in 23.2.

23.1 Union - Fair and Equal Representation

It is recognized that the Union must provide fair and equal representation to all employees in all represented classes. However, all non-members who are grandfathered from the requirements of Article 23.2 shall be subject to conditions and procedures established by the Union related to individual representation in such matters as grievances and disciplinary appeals.

23.2 Agency Shop - Service Fee

Agency shop fee requirements are as follows:

- a) Any employee hired on or after June 23, 1992 into a position in the non-supervisory bargaining units covered by this agreement who has not yet become a member of the Union shall, beginning with the third full pay period after individual written notice is given to him or her in accordance with Article 23.8 below and until the expiration of this Article, either:
 - 1) Pay to the Union an agency shop service fee for services rendered by the Union in an amount equal to the monthly periodic dues of the regular membership, less non-chargeable costs as defined in Article 23.6 below and/or by statutory or case law, but in no event to exceed 95 percent of the regular membership dues; or

- 2) a) Execute a written declaration that the employee is a member of a bona fide religion, body or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
- b) Pay a sum equal to the agency shop service fee described in Article 23.2(a) above to a non-religious, non-labor charitable fund chosen by the employee from those charities listed with the charitable federations who participate in the Court's combined fund drive.
- c) The employee shall have, on a bi-weekly basis, a payroll deduction of this agency shop service fee or charitable contribution.
- d) Any employee hired by the County of Sonoma before June 23, 1992, or who, without a break in Court/County service, subsequently transfers, promotes, demotes or is reclassified into a bargaining unit covered by this contract shall not be subject to the agency shop fee requirements unless the employee voluntarily becomes a union member or agency shop fee payer.

23.3 Agency Shop - Continuation of Service Fee Provisions

Effective June 23, 1992, all represented Court employees shall be subject to an agency shop service fee except:

- a) Employees in the Supervisory bargaining unit; or
- b) Non-union member employees hired before the above specified dates who continue to be non-union members; or
- c) Eligible employees as described in Article 23.4 below who have not returned to an SEIU represented bargaining unit or who are restored following layoff in accordance with the Court Personnel Plan.

23.4 Agency Shop - Separation from Unit Exception

The provisions of Article 23.2 above shall not apply during periods of separation from the eligible bargaining unit by any employee otherwise subject to that Article but shall reapply to such employee following the first full pay period following the return of the employee to the bargaining unit. The term "separation" includes layoffs, transfer out of the covered bargaining units by request, promotion, demotion, reclassification or for any other lawful reason, and leaves of absence of a duration of more than one (1) full pay period, whether paid or unpaid and for any reason, including disability.

23.5 Agency Shop - Chargeable Costs

To the extent authorized by law, the costs of its collective bargaining activities shall be considered by the Union when making a determination of the amount of the agency shop service fee authorized by this Article. Examples of chargeable costs include but are not limited to (1) expenditures for labor contract negotiations (e.g., the fees and expenses of the Union representative and staff support, including research of and preparation for negotiating matters within the scope of representation); and (2) expenditures for administration of contracts (e.g., meetings and discussions with management concerning grievances under the contracts, meetings with employees as part of grievance resolutions, and costs of representatives for arbitrations and staff support including research and preparation).

23.6 Agency Shop - Non-Chargeable Costs

Currently, the following activities are not included in the calculation or determination of the agency shop service fee:

- a) Lobbying or other political activity except as authorized by law;
- b) Payments to affiliates, except for chargeable costs as authorized by law;
- c) Social activities except as authorized by law;
- d) Charitable and philanthropic activities;
- e) Insurance and other benefit programs except as authorized by law; and
- f) Any cost that, by law, cannot be included in an agency shop service fee.

23.7 Agency Shop - Advance Reduction of Service Fee

No agency shop service fee shall be collected from any employee until non-chargeable costs have been deducted from its amount.

23.8 Agency Shop - Advance Notice of Service Fee

No agency shop service fee shall be collected from any employee until the employee has received written notice sent by certified mail from the Union, which includes legally adequate audited information concerning the breakdown of “chargeable” and “non-chargeable” expenses, a reasonably prompt opportunity as provided below to challenge the amount of the fee before an impartial decision-maker, and an escrow shall be set up by the Union for the amounts reasonably in dispute while such challenges are pending. Specifically, such notice shall, at a minimum, include:

- a) An accounting report prepared, signed and verified by an independent auditor, who is a certified public accountant, for the overall purpose of providing an itemization of the expenditures of the Union in detail

necessary for an employee reasonably to be able to determine what the Union spends on both chargeable items and non-chargeable items, and consider whether expenses designated as chargeable are related to the Union's collective bargaining functions. However, this requirement can be met without requiring or allowing non-members or the Court to become the union's auditors. The accounting will utilize data from the prior fiscal year. At a minimum, this accounting report must:

- 1) State the amount of the agency shop service fee and provide an overview of how the accounting reports were translated into calculation of this fee;
 - 2) Disclose the Union's major categories of expenses, including employee compensation, specifying the actual expenditures within each category and the amount spent in each expenditure for chargeable items and non-chargeable items; each major category and the allocations of expenditures therein for chargeable and non-chargeable expenses must be verified by the Auditor;
 - 3) Disclose what percentage of total union expenditures is allocable to chargeable items and what percentage is allocable to non-chargeable items;
 - 4) State the total sum of money the Union pays affiliates and demonstrate what percentage of such money is used for chargeable and what percentage is used for non-chargeable activities;
 - 5) Disclose what percentage of regular membership dues is allocable to chargeable items and what percentage is allocable to non-chargeable items and, consequently, what percentage of dues will be collected as the agency shop service fee;
 - 6) Explain the methodology used in producing this accounting report. To enable the independent auditor to prepare the accounting report, the Union shall provide the auditor access to all records reasonably necessary for such a preparation, including a record of the employee's activities in sufficient detail to enable the auditor to make the necessary determinations of chargeable or non-chargeable. In the event that payments are made to any other organization, the auditor shall be provided access either to such organizations' records or relevant audited financial statements when reasonably necessary to prepare the above accounting.
- b) Instructions on filing a challenge to the amount of the agency shop service fee with the Union, which, at a minimum, shall provide as follows:
- 1) Non-members who wish to challenge collection of the agency shop service fee because the amount identified allegedly contains expenditures for non-chargeable activities must file an objection letter with the Union within 30 calendar days of receipt of notice (notice shall be rebuttably presumed to

have been received no later than five (5) calendar days after it is postmarked). A non-member may file a letter by presenting it to the Union business office in person or by certified mail, return receipt requested. The non-member shall provide a copy of the letter to the Court's Human Resources designee within three (3) calendar days of its filing with the Union;

- 2) The letter shall be signed by the challenger or the challenger's agent under penalty of perjury and must state with specificity the particular expenditures being challenged, and the grounds for such challenge. The letter must contain the name and mailing address of the challenger;
- 3) During the pendency of the challenge, the amount of the agency shop service fee reasonably in dispute shall be placed in an escrow account established by the Union;
- 4) Within 30 calendar days after receipt, the Union shall schedule a date for arbitration, which shall be conducted in accordance with procedures established by American Arbitration Association. Pending the commencement of arbitration, the Union and the challenger may, by mutual agreement, attempt to resolve the dispute informally;
- 5) The arbitrator shall be selected in accordance with the procedures of the American Arbitration Association;
- 6) The Union shall have the burden of proving that the fee amount complies with this Article and applicable law; and
- 7) The costs of the arbitrator and court reporter, if any, shall be borne entirely by the Union. The challenging employee shall be responsible for his/her costs including but not limited to attorney fees and copies of the court reporter's original transcript.

23.9 Agency Shop - Union's Constitutional Obligations

23.9.1 Agency Shop - Acknowledgment Obligations

It is recognized that this agency shop provision affects sensitive and important political speech and associational rights of Court employees, which are protected by the First Amendment of the U.S. Constitution. In an effort to ensure that these rights are not infringed, this Article sets forth procedures and requirements that the Union must, at a minimum, follow. Nothing in this Article or any other, however, relieves the Union of taking whatever additional action may legally be required to protect the constitutional rights of employees who are subject to an agency shop service fee under this Article. The Union also acknowledges that the law in this area is constantly evolving, and therefore, recognizes that it has an ongoing obligation to monitor relevant legal developments, including the case law on this subject, and to adapt its conduct in implementing this Article as required. The Union also recognizes that it is

foreseeable that the employees subject to the agency shop service fee may suffer damages if this Article is not carried out in accordance with the First Amendment. For this reason, and others, the Court has strongly encouraged and still does strongly encourage the Union to consult with competent legal counsel throughout the term of this contract over the implementation of this Article.

23.9.2 Agency Shop - Non-Discrimination

No employee shall be discriminated against or harassed on the basis of his or her status as a non-union member or a non-union agency shop service fee payer. Reasonable communication regarding the Union and/or union membership shall not be considered discrimination or harassment under this Article.

23.10 Agency Shop - Service Fee - Part-time Employees

The financial obligations of employees who work less than full time are subject to the agency shop service fee provisions of Article 23.2 above. The agency shop service fee shall be set on a prorata basis expressed as a percentage of salary.

23.11 Agency Shop - Notice of New Employees

The following provisions will apply regarding notice of new employees:

- a) The Court shall provide the Union with the names and addresses of new employees each pay period.
- b) Union Stewards shall be authorized to receive the names and addresses of new employees each pay period from the Court payroll technician.
- c) The names and addresses provided the Union shall be kept confidential.

23.12 Agency Shop - Service Fee Collection

To the extent authorized by law, a failure of an obligated employee hired after June 22, 1992, in a bargaining unit to pay an agency shop service fee shall be grounds for the Union to file an action in Small Claims Court or at the Union's option to consolidate the outstanding delinquency claims and file a court subject to the following procedures:

- a) The Union shall notify the employee (a copy to Court Human Resources and Court Executive Officer) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering an agency shop service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are

tendered within thirty (30) calendar days, the Union will file an action in a court of competent jurisdiction.

- b) If the employee fails to comply, the Union may file a court action.
- c) The Court shall not incur any cost due to court appearances by Court staff, but shall provide a written statement to the Union at their request specifying the employee's agency shop service fee obligations under the contract.

23.13 Agency Shop - Indemnification

The Union shall defend, indemnify, hold harmless, release and save the Court, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article and/or any action taken or not taken by the Court and/or the Union under this Article, including, but not limited to, the collection and procedures for collection of agency shop service fees and the amount of such fees. This Article shall be in addition to any other remedy available to the Court under this contract or provision of law.

23.14 Agency Shop - Rescission of Provision

The implementation of the provisions of this Article shall not prohibit or restrict an election to rescind this provision as provided by Government Code Section 71632.5 et seq. This agency shop provision may be rescinded pursuant to Government Code Section 71632.5 et seq.

23.15 Agency Shop - Recordkeeping and Reporting

The Union shall comply with the financial record-keeping and reporting requirements of Government Code Section 71632.5 et seq.

23.16 Agency Shop - Violation of Article 23

If a court finds the implementation of this Article in violation of constitutional law, the Union shall have 60 days to comply with the court's order or the Court may thereafter cancel Article 23. In the interim, all collections of agency shop service fees by way of payroll deductions by the Court shall be suspended, except as allowed by the court. Also except as allowed by the court, no unpaid agency shop fee that would otherwise have been due during the time such violation existed may be collected retroactively after the violation was corrected.

23.17 Agency Shop - Non-Arbitrability Of

Except as provided below, Article 23 shall be grievable and arbitrable under Article 18 of this agreement. The following are neither grievable nor arbitrable under this agreement:

- a) The adequacy of the union's notice required by Article 23.8 above; and/or
- b) Other issues bearing on the constitutionality of the union's collection of an agency shop service fee as prescribed by the courts.

Disputes regarding the amount of the agency shop service fee shall be arbitrable under this memorandum but only pursuant to Article 23.8 above.

ARTICLE 24 - MAINTENANCE OF MEMBERSHIP


All union members who have union deduction authorizations on file with the Court or the Union, or who may thereafter authorize in writing the deduction of their union dues, shall remain on payroll deduction for the term of this Memorandum or so long as they are members of the representative units. Union members may terminate payroll deductions of dues at the expiration of this Memorandum by giving written notice to the Union during a one-month period between 90 and 60 days prior to the expiration of the term. The Union agrees to indemnify, defend and hold harmless the Court, its officers, agents and employees from any claim, liability or damage arising from this provision.

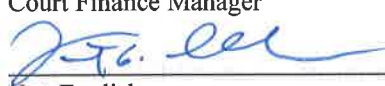
ARTICLE 25 - ENACTMENT

The Court Executive Committee will amend its written policies as may be necessary in order to give full force and effect to provisions of this Memorandum.

Superior Court of California, County of Sonoma

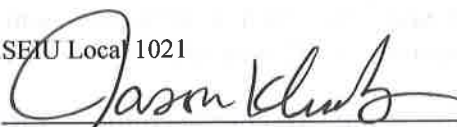

 Arlene D. Junior
 Court Executive Officer


 Linda Walker
 Court Finance Manager



 Ken English
 Supervising Research Attorney

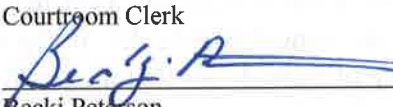

 Douglas Freifield, Esq.
 -Fagen Friedman & Fulfrost LLP


SEIU Local 1021

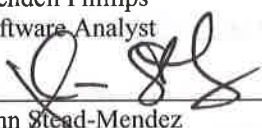

 Jason Klumb
 Regional Director, SEIU Local 1021


 Karl Korreng
 Courtroom Clerk


 Pat Graham
 Courtroom Clerk


 Becki Peterson
 Court Reporter


 Wendell Phillips
 Software Analyst


 John Stead-Mendez
 Executive Director, SEIU Local 1021

APPENDIX A

SEIU Court Clerical Non-Supv – 0002

JC#	Class Title	Salary Range (A Step) 1/31/17	Salary Range (A Step) 10/10/17
9210	Court Account Clerk II	\$ 19.98	\$ 20.58
9211	Court Account Clerk III	\$ 22.02	\$ 22.68
9292	Court Administrative Technician	\$ 24.86	\$ 25.61
9260	Court Collections Assistant	\$ 21.92	\$ 22.58
9291	Court Interpreter/Report Scheduler	\$ 21.94	\$ 22.60
9212	Court Legal Assistant I	\$ 24.77	\$ 25.51
9253	Court Legal Assistant II	\$ 25.98	\$ 26.76
9208	Court Legal Secretary II	\$ 22.91	\$ 23.60
9214	Courtroom Clerk	\$ 24.90	\$ 25.65
9200	Legal Process Clerk I	\$ 17.27	\$ 17.79
9202	Legal Process Clerk II	\$ 19.98	\$ 20.58
9204	Legal Process Clerk III	\$ 21.94	\$ 22.60
9293	Records Clerk	\$ 16.93	\$ 17.44

SEIU Court Service & Technical Support Non-Supv - 0006

JC#	Class Title	Salary Range (A Step) 1/31/17	Salary Range (A Step) 10/10/17
9249	Court Collections Agent	\$ 23.03	\$ 23.72
9225	Court Information Specialist I	\$ 30.02	\$ 30.92
9226	Court Information Specialist II	\$ 33.01	\$ 34.00
9258	Court Maintenance Worker II	\$ 22.48	\$ 23.15
9281	Court Procurement Specialist	\$ 28.98	\$ 29.85
9283	Court Procurement Technician	\$ 21.94	\$ 22.60
9220	Court Reporter	\$ 43.67	\$ 44.98
9269	Court Reporter Real Time 3%	\$ 44.97	\$ 46.32
9270	Court Reporter Real Time 8%	\$ 47.16	\$ 48.57
9267	Court Software Analyst	\$ 39.64	\$ 40.83
9282	Court Support Services Assistant	\$ 18.08	\$ 18.62

APPENDIX B

Updated August 11, 2009 PM

Court Impact/Effects Bargaining Proposal on Electronic Court Reporting
Between the Superior Court of California, County of Sonoma (the Court)
and
Service Employees International Union, Local 1021 (the Union or SEIU) Pursuant to the
Trial Court Employment Protection and Governance Act

1. Beginning on or after September 1st 2009, the Court will implement electronic court reporting in any misdemeanor matters as permitted by law (in lieu of pro tems) when no court-employee reporter is available as determined by the Court;
2. Such electronic court reporting shall be in accordance with applicable enabling statutes and regulations;

3. The electronic reporting equipment shall be operated by appropriately trained courtroom clerks or any as yet to be determined SEIU-represented employee. Very minimal amounts of such work may be performed by others outside the bargaining unit for training purposes, when bargaining unit employees are not available, or under exigent circumstances that may arise from time to time;

8/11/2009
JFW

It is the parties' intent that requested proceedings be transcribed

4. Transcript preparation shall be performed in accordance with current Court practices.
Court-employee reporters employed as such will be offered "a first right of refusal" to prepare requested transcripts and

by court employee reporters,

5. The Court's use of electronic court reporting shall be consistent with Memorandum of Understanding section 5.3 which states as follows: "No existing employees will be laid off as the result of the introduction of electronic reporting."

8/11/09 Cordie Man
 8/11/09 to
 8/11/09 KB
 8/11/09
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Side Letter Addendum to (Digital Audio Recording) commonly known as Electronic Recording – Intermittent Assignment

The electronic recording equipment shall be operated by appropriately trained courtroom clerks or any as yet to be determined SEIU – represented employee. The Court and Union have agreed that an employee in the classification as a Legal Processor Clerk III who is assigned and performs electronic recording duties shall receive a 5% premium pay over the employee's base hourly rate for hours actually worked as a monitor of electronic recording.

The Court and the Union have also agreed to open the opportunity to any Legal Processor Clerk III within reason to train on electronic recording within the Superior Court of California, County of Sonoma.

David Luse for SEIU 12/2nd/10 12/7/10
Union Representative

Yakim Weston 12/17/10
Court Representative

APPENDIX C

Side Letter Agreement

Sonoma County Superior Court
and
SEIU Local 1021

Joint Labor-Management Contract Training

The parties agree to meet and develop a Joint Labor-Management Contract Training for Managers, Supervisors and Stewards to be held within three months of ratification. The agenda will be developed jointly by both parties for the purposes of training leaders on new sections of the MOU.

APPENDIX D

Side Letter Agreement

Sonoma County Superior Court
and
SEIU Local 1021

Legal Process Clerk II and III

The parties agree to refer to the Labor Management Committee the issues involving the Flexible staffing process for Legal Process Clerk II and III and update current job descriptions. The parties will meet and confer over the impact of any changes. The matter is to be completed within six months of the first LMC meeting addressing these issues.

APPENDIX E

Side Letter Agreement

Sonoma County Superior Court
and
SEIU Local 1021

Sick Leave Call-in Procedure

The parties agree to convene the Labor Management Committee no later than 90 days from ratification, to address issues of concern, departmental-specific requirements, and possible improvements in sick leave call-in procedures, which are set forth in the Court Personnel Plan at Section 2005.1.

APPENDIX F

Side Letter Agreement

Sonoma County Superior Court
and
SEIU Local 1021

SMART Train

The Court agrees to research and determine if SMART train Clipper passes can be a pre-tax deduction through payroll and if so, will implement such deduction through our payroll system.

