



MEMORANDUM OF UNDERSTANDING  
BETWEEN

THE SUPERIOR COURT OF CALIFORNIA  
SAN JOAQUIN COUNTY

AND

THE SERVICES EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

FOR THE

PROFESSIONAL  
BARGAINING UNIT

JUNE 1, 2018 – OCTOBER 31, 2020

# Professional Bargaining Unit

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# MEMORANDUM OF UNDERSTANDING

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## PROFESSIONAL BARGAINING UNIT

### PREAMBLE:

This Memorandum of Understanding, hereinafter referred to as "Memorandum", is made by and between the Court of San Joaquin and the Service Employees International Union, Local 1021, hereinafter referred to as "SEIU" or "Union", representing employees who are members of the Professional bargaining unit. This Memorandum of Understanding constitutes the result of meeting and conferring in good faith pursuant to the California Government Code and the Court Employer-Employee Relations Policy.

### TERM:

This memorandum of understanding shall be in effect from the date of ratification by the Union and adopted by the Court through October 31, 2020. The MOU will remain in full force and effect through January 31, 2020, provided however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto. Each year the Court shall provide an annual budget presentation to the Union no later than thirty (30) days after the final budget is adopted by the Court.

## **SECTION 1 - MANAGEMENT RIGHTS**

### 1.1 Management Rights

SEIU and the Court of San Joaquin recognize that it is the exclusive right of the Court except as may be provided otherwise by Court Rules, this Memorandum of Understanding, or the Employer-Employee Relations Policy to make all decisions of a managerial or administrative character, including but not limited to:

- A. Hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge or take disciplinary action against employees.
- B. Lay off or demote employees from duties because of lack of funds, in the interest of economy, or other legitimate reasons.
- C. Determine the policies, standards, procedures, methods, means and personnel by which Court operations are to be conducted.
- D. Take whatever actions may be necessary to carry out the mission of the Court in situations of emergency, subject to meeting and conferring after the emergency to the extent required by the Personnel Rules.
- E. Nothing in this Memorandum shall be construed to interfere with the Court's right to manage its operations in the most economical and efficient manner consistent with the best interests of all the citizens of San Joaquin County.

### 1.1.1 Contracting Out

The Court will not contract out services performed by bargaining unit employees which result in any regular full-time or regular part-time bargaining unit employee being laid off, without prior consultation with the Union concerning the impact of the Court's intended contracting out on the terms and conditions of employment for bargaining unit employees covered by this Agreement.

### 1.2 Labor Management Committee

- A. Intent: The Court and SEIU shall establish a committee comprised of labor and management representatives to deal with specific areas of concern as mutually agreed to by the parties. The Court and SEIU acknowledge their responsibility to pursue their common goal to provide the public with high-quality service and equal access to justice while also maintaining effective, constructive day-to-day communications with one another.
- B. Purpose and Authority: The purpose of the Labor Management Committee (LMC) is to recommend solutions to workplace concerns, which include, but are not limited to: (1) identifying processes that will lead to improved service delivery and efficiency; and (2) addressing staff training needs. The LMC will have no authority over matters within the scope of representation or matters subject to the grievance procedure and will not interfere with or erode Management Rights as enumerated in this Agreement. The LMC may establish additional subcommittees as agreed upon to work on these and other issues of mutual interest.
- C. Structure: The Court may appoint up to four (4) members to the LMC. The Union may appoint up to a combined four (4) members from the OOT and Professional Units. The parties may, by mutual agreement, invite other employees or non-employee subject matter experts who have specific knowledge of issues discussed by the LMC to present information or to participate in the LMC's discussions.
- D. Meeting Frequency: The LMC will meet on the second Thursday of every month, or otherwise as mutually agreed by the parties.
- E. Release Time: Employees participating in the LMC or a subcommittee thereof will be granted release time with pay when participating in committee meetings during their normal work schedule, subject to the operational needs of the Court.
- F. Process: The parties agree that the LMC is a joint endeavor. The LMC members will make a good faith effort to accomplish the goals and objectives of the LMC, by working through to consensus to develop written recommendations for Court management consideration.



- G. Ground rules: The parties will establish ground rules for LMC operation at the first meeting, and may modify said ground rules upon mutual agreement.
- H. Response to LMC Recommendations: The Court Executive Officer (CEO), or designee, will respond in writing within two (2) weeks of receipt of LMC written recommendations. No recommendations made by the LMC or accepted by the CEO will amend or modify the terms of this Agreement or any other Court policy except as mutually agreed in writing by the Union and the Court.
- I. Addressing Issues at Lower Level: Nothing herein precludes employees from meeting separately with management in an effort to address workplace concerns.

### 1.3 Employees' Rights - Employer-Employee Relations

SEIU and the Court of San Joaquin recognize that each employee shall have the following rights, which he/she may exercise in accordance with this Memorandum, Employer-Employee Relations Policy, applicable law, ordinances and rules and regulations:

- A. The right to form, join, and participate in the activities of any labor organization of his/her own choosing for the purpose of representation on all matters within the scope of representation.
- B. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the Court, other employees or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity.
- C. The right to refuse to join or participate in the activities of any employee organization.
- D. The right to represent himself/herself individually in his/her Employee relations with the Court.

The Union or any employee or group of employees who has a complaint regarding the exercise of rights under this provision may file charges in writing with the Court Executive Officer and serve the charged party in accordance with the Employer-Employee Relations Policy.

### 1.4 Discrimination in Employment Prohibited

No employee, or applicant for employment, shall be discriminated against in any aspect of employment because of race, color, creed, political affiliation or belief,

sex, sexual orientation, disability, medical condition, age, religion, ancestry, marital status, or national origin.

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

The Court Executive Officer or designee shall act as investigator, and the complaint shall be processed in accordance with the Personnel Rules.

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

#### 1.5 SEIU Rights

SEIU shall have the following rights:

##### A. Representation

Upon request, to meet and confer in good faith with appropriate levels of Court management regarding matters within the scope of representation.

##### B. Advance Notice

Except in cases of emergency, SEIU shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by the Court and shall be given the opportunity to meet and confer in good faith with management prior to its adoption.

In cases of emergency when Court management determines that, rule or regulation must be adopted immediately without prior notice or negotiations with the Union, Court management shall provide such notice and opportunity to negotiate at the earliest practicable time following the adoption of such rule or regulation, proposal, or other action.

C. Representatives – Attendance

SEIU may have a reasonable number of employees who serve as official representatives released from work without loss of compensation when meeting and conferring with management representatives where matters within the scope of representation are being considered. SEIU shall submit a request for such release and shall include therewith a listing of such employees including their titles and departments to the management representative and departments concerned in advance of the meeting. The use of Court time for this purpose shall not be excessive, nor shall it unreasonably interfere with the performance of Court services as determined by the Court. The reasonableness of the number of such employees shall be the subject of negotiation.

D. Representatives Access to Employees

1. Authorized representatives of SEIU shall be allowed reasonable access to employees of the unit at their work locations during the working hours of the employees concerned for the purpose of discussing matters within the scope of representation, including but not limited to the processing of grievances and complaints and distributing materials and information provided that the work of the employee and the service to the public are not unduly impaired. The authorized representative shall give advance notice to the Manager when contacting departmental employees during their duty period.

2. Reasonable solicitation for membership or other internal Union business or campaigning shall be conducted only during the non-duty hours of all employees concerned, so long as normal work functions of the Court are not interfered with.

E. Union Participation in New Hire Orientation and New Hire Information

The Court shall provide ten (10) days' notice in advance of new hire orientation via email to the union's designated recipient(s) (e.g., Chapter President, Chief Steward, and Union's Field Representative) with the date, time and location of the new hire orientation.

Up to two (2) Union representatives shall be provided up to thirty (30) minutes of Union release time to separately meet in person with all newly hired employees during new hire orientation.

For any reason the Union Representatives are unable to attend the scheduled new hire orientation, then the Union shall arrange with Human Resources an alternative time to meet in person with the newly hired employee. The meeting will be rescheduled to a mutually agreeable time.

To the extent the information is available on file, the Court shall provide to the Union: (1) name, (2) job title, (3) department, (4) work location, (5) work telephone number, (6) home telephone number, (7) personal cellular telephone

number, (8) personal email address, and (9) home address of any new employee in the bargaining unit within thirty (30) days of hire. The Court will provide the Union with a list of this information and the information required under Section 1.5.M. of the MOU for all employees in the bargaining unit via digital file each pay period.

F. Shop Stewards

Shop Stewards employed and recognized by the Courts may assist employees in resolving complaints and grievances at the lowest possible administrative level of review. Stewards will be allowed a reasonable amount of Court time, to investigate, process and meet with management on a complaint or grievance. Such time shall not exceed four (4) hours per case. Stewards may use Court time to meet with management only at the first or second level of review of the complaint procedure.

The Shop Steward who has been primarily involved in the grievance, shall be entitled to attend arbitration hearings and disciplinary hearings and shall not suffer any loss of pay or benefits, nor be entitled to any overtime accrual or pay as a result of attendance at such hearings.

A request for release time for the purposes outlined above shall be made prior to taking the release time. Such a request shall not be unreasonably denied.

G. Number of Stewards

The Union may have a reasonable number of Stewards in this unit to represent employees at Court work sites. If the Court believes that the Union's Shop Steward number is unreasonable, the parties will meet and confer at the request of the Court. The Union shall provide a current list of all designated Stewards to the Court Human Resources Office at the beginning of each calendar year and whenever there is a change in the list of Stewards. The list shall show the employee name, classification, department and work location and normal area to be covered. No steward shall be recognized as such by the Court without written authorization from SEIU.

H. Union Release Time

SEIU representatives shall be allocated a total of forty-eight (48) hours of time-off for Union business for this bargaining unit for each calendar year (January 1 – December 31) under this Memorandum. Request for use of such time shall take into consideration the operational needs of the Court. The Union shall pay to the Court the cost of such representatives' Court salary for this period in cash or method to be agreed upon by the Court Executive Officer and SEIU.

The Court shall submit a monthly report of its calculation of Union release time usage to the Chapter President or other designated Union representative.

I. SEIU Court Facilities Use

Court facilities shall be available to SEIU as follows:

1. Court Buildings: SEIU may be granted the use of Court facilities for meetings composed of Court employees within the bargaining unit provided space can be made available without interfering with Court needs. SEIU shall obtain the permission of the designated Court official for the use of such facilities.

2. Bulletin Boards: SEIU has the right to the reasonable use of designated bulletin board space in each building or department at a location agreed upon by the Union and the Court, under the following conditions:

- (a) Material shall be posted on space as designated.
- (b) Posted material shall bear the name of the Union.
- (c) Posted material shall not be misleading, contain any deliberate misstatements or violate any Federal, State or County laws.
- (d) Material shall be neatly displayed and shall be removed when no longer timely.
- (e) Posted material shall not be of a partisan political nature.
- (f) The executive officer or designee may remove postings that do not comply with the requirements of this section. Shop steward will be notified prior to posting being removed.

3. Email: SEIU has the right to the reasonable use of the Court email system to communicate with bargaining unit employees, under the following condition:

- (a) Emailed material shall be for the sole purpose of communicating the date and time of:
  - (1) Joint Union-Court committees; and
  - (2) Union monthly membership meetings
- (b) Emailed material may also contain the names of the Union Committee members of the joint committees.
- (c) Such emails shall only be initiated by a designated Union officer, who is also an employee of the Superior Court of the County of San Joaquin. The name of such officer (and their alternate) shall be supplied in writing by SEIU to the Human Resources Director.

4. On-Line Access to Personnel Policies, Procedures and MOUs: Within ninety (90) days of the ratification of the MOU, the Court will provide access to the Court's PUB for access to Court Personnel Policies, the Personnel Handbook, SEIU MOUs, FMLA forms, job descriptions, the Court's Emergency Plan for each branch, etc. for all bargaining unit employees. The Union may request that other Court documents be made accessible on the Court's PUB through the Labor-Management Committee.

J. Fair Share Fee

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

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

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

K. Bona Fide Religious Exception

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

1. St. Mary's Interfaith Dining Room
2. The Women's Center
3. Salvation Army
4. Hospice of San Joaquin

## 5. Stockton Shelter for the Homeless

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

### L. Separation from Unit

The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term “separation” includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.

### M. Compliance

The Court should deduct, biweekly, the amount of Union regular and periodic dues and service fees, insurance premiums, COPE deductions, and any special membership assessments as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the unit member.

Dues shall be deducted only for members of the Union within the represented units; fair share fees shall be deducted only for those bargaining unit members identified as fair share fee payers.

Each pay period, the Court shall provide the Union office with an electronic file listing all current members of the unit including newly hired unit members. This list shall include all information detailed in Section 1.5.E., in addition to employee number, pay rate, and dues deduction amounts.

If the Union notifies the Court that a unit member has not executed a payroll deduction authorization form, the Court shall begin automatic payroll deduction in the amount of the employee’s fair share fee.

### N. Forfeiture of Deductions

If the balance of an employee’s wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

### O. Hold Harmless

The authorization for payroll deductions described in this agreement shall specifically require the employee to agree to hold the Court harmless from all claims, demands, suits or other forms of liability that may arise against the Court for or on account of any deduction made from the wages of such employee.

SEIU shall defend, indemnify and save the Court harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Court under this Agreement. This includes not only the Court's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The Court shall notify SEIU of such costs on a case-by-case basis.

P. Rescinding Fair Share Fee

This section may be rescinded by a majority vote of the employees in a bargaining unit in accordance with the provisions Government Code Section 71632(b). The following is the Fair Share Fee Rescission Procedure agreed to by represented units and SEIU:

1. Time Frames: A request for a vote to rescind a fair share fee agreement may be filed no sooner than 90 days and no later than 60 days before the expiration of the applicable Memorandum of Understanding containing the fair share fee agreement.

2. Valid Requests: A request for a rescission vote must be accompanied by proof of approval of the request by at least 30% of the employees of the representation unit covered by the fair share fee agreement. Proof of approval shall require:

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

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

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

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

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

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



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

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

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

(e) The Court shall certify the results of the election.

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

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

6. Election Costs: Any costs resulting from a rescission election shall be borne by SEIU in accordance with the hold harmless clause of the fair share fee agreement.

Q. Financial Report

Annually, SEIU shall provide the Court with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to covered employees.

Failure to provide such a report within sixty (60) days after December 31 of each calendar year, shall result in the termination of all fair share fee deductions without jeopardy to any employee, until said report is filed.

**SECTION 2 - INSURANCE**

2.1 Health Insurance

Health Insurance Benefits shall be provided to eligible Court employees. Open enrollment for health benefit plans shall be in the month of May and shall be effective July 1.

In the event health benefits changes are proposed, the Court will re-open negotiations with SEIU to address such proposed changes. The Court further agrees to negotiate any such proposed changes at one table for all SEIU bargaining units.

The Court will comply with the Affordable Care Act (ACA)

## 2.2 Effective Date of Coverage

The effective date of coverage for new employee members in the health, dental, and vision insurance plans provided employees shall be the first day of the first biweekly pay period following the date of appointment to employment as a regular employee or as a contract employee, who, by such contract, is eligible for the stated insurance coverage.

## 2.3 Health Insurance Options

The Court shall provide an option for health insurance coverage for eligible employees and dependents in one of two (2) plans.

All health and health-related plan or benefit years shall coincide with the fiscal year.

## 2.4 Health Insurance Premiums

The Court will pay 100% of the employee-only premium for employees. For employees electing dependent coverage, the Court shall contribute 80% of the premium and the employee shall pay 20% of the premium.

## 2.5 Coverage For Surviving Dependents

Consistent with the Federal Consolidated Omnibus Budget Reconciliation Act of 1986, any Court employee who is covered by Court-offered health insurance and who dies while employed, whether in paid or unpaid status, their surviving dependents shall be allowed to retain their dependents' coverage, provided that the dependents pay their applicable premium at least one (1) month prior to the premium due date.

## 2.6 Health Plan Information

SEIU shall have input in the selection of the provider and the insurance broker for the Court health, dental, and life insurance programs.

## 2.7 Dental Insurance

The Court shall provide access for eligible employees and dependents to two (2) dental plans. The Court shall pay the employee-only premium and any increases thereof for the term of this memorandum. Dependent dental coverage on either plan is available at the employee's expense.

Orthodontia coverage will be available through at least one (1) of the dental plans provided. See plan details/summary of eligibility, plan maximums and any limitations of this benefit.

The maximum annual Delta Dental benefit per person shall be \$3,000.

## 2.8 Vision Insurance

The Court shall provide vision insurance coverage for eligible employees under the Vision Service Plan for the life of this agreement. The Court shall pay the employee-only premium and any increases thereof for the term of this memorandum. Dependent vision coverage, at the employee's expense, is available to regular employees.

## 2.9 Life Insurance

- A. Life Insurance Coverage: The court shall provide each eligible regular fulltime employee who has at least one year of continuous service and who has successfully completed the twelve (12) month initial probationary period with the court, a court-paid term life insurance plan in the amount of \$25,000 while actively employed by the court (subject to age reduction at the age 70 to a 50% benefit). This policy shall include an accidental death and dismemberment provision (subject to the same age reduction at age 70.)
- B. Additional Life Insurance: Employees in this unit shall have the option to purchase additional term life insurance for self, spouse/registered domestic partner, and/or dependent child(ren), subject to the terms and conditions of the insurance carrier selected by the Court. Premium will be deducted bi-weekly on a post-tax basis and is paid entirely by the employee. Please refer to the carrier's plan summary for details and limitations of this employee-paid insurance plan. Please contact the Court's Human Resources Division for carrier contact information.

## 2.10 State Disability Insurance

Employees in this bargaining unit shall purchase at the employee's expense State Disability Insurance. State Disability Insurance provides weekly benefits in the event an employee is unable to work due to an illness or injury which is not job-related. Employees receiving benefits from State Disability Insurance and supplementing those benefits with accrued leave time to receive a full paycheck shall receive the Court's contribution to their health, dental, vision, life insurance and retirement, if applicable.

## 2.11 Flexible Benefits

Employees in this unit shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code and applicable IRC sections and regulations) which permits the payment of non-reimbursed health, dental, life and other forms of insurance premiums as well as eligible dependent care costs with pre-tax dollars.

As of June 28, 1992, this flexible benefit program shall be expanded to include other non-reimbursed expenses permitted by the Internal Revenue Code and its related regulations. Any Internal Revenue Code amendments which affect these deductible medical expenses and/or Court liability will void that portion of the flexible benefit program.

#### 2.12 Continuation of Insurance Benefits While on Leave

When an employee is on an authorized leave of absence without pay, the employee shall be allowed at the employee's own expense to remain under the health, dental, vision, and life insurance coverage for up to twenty-six (26) biweekly pay periods provided that such employee shall pay the applicable premiums at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the Court.

Regular employees on payroll for less than forty-one (41) hours in any given pay period will be responsible for paying the premiums necessary to continue their health, dental, vision and life insurance coverage. The premium deduction, unless otherwise stopped, will be withheld from the employee's remaining paycheck.

### **SECTION 3 - LEAVES FROM EMPLOYMENT**

#### 3.1 Vacation

Except as specified below, regular employees in this unit shall accrue and accumulate vacation according to the following schedule:

(a) hours on payroll equal to # of full continuous biweekly payroll periods	(b) hourly accrual rate	(c) maximum biweekly accrual hours	(d) approx. hours annually	(e) maximum accumul. hours
less than 78	.0385	3.080	80	160
78, but less than 260	.0577	4.616	120	240
260, but less than 520	.0770	6.160	160	320
520, but less than 650	.0885	7.080	184	368
650 or more	.0961	7.692	200	384

Whenever an employee's accumulation of vacation reaches its maximum as provided above, any further vacation accrual shall be credited to such employee's sick leave accumulation until such time as the employee's vacation accumulation falls below the maximum allowed.

Leave without pay or disciplinary suspension shall delay the advancement to the next higher accrual rate until the employee has been on payroll the number of pay periods specified above.

Employees may request vacation regardless of their accrued vacation balance; however, employees must have enough accrued vacation at the start of vacation. Previously approved vacation may be denied if the employee does not have sufficient accruals at the start of vacation.

Each Manager shall make every possible effort to respond to the employee's request for vacation time within two calendar weeks of the employee's request.

Each Manager shall make every possible effort to ensure that vacation time off requested by an employee is utilized at times which are mutually agreeable to the employee and the department; however, the Manager has final authority to grant or deny such request.

#### A. Vacation Cash Out Option

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

In order to cash out accrued vacation leave hours, all of the following conditions will apply:

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

This vacation cash out option shall sunset on October 31, 2020.

3.2 Vacation Time For Illness

An employee may choose to use accrued vacation or compensatory time, if any, if the employee is absent beyond the limits of accumulated sick leave for reasons of illness, injury or quarantine, or death in the immediate family as described in Section 3.3B.

3.3 Sick Leave

A. Sick Leave Accrual

The granting of sick leave with pay is a privilege and not a right. Regular employees shall accrue .0462 hours of sick leave for each straight-time hour on payroll not to exceed eighty (80) straight-time hours per pay period (annual accrual rate, approximately 96 hours).

B. Sick Leave Usage

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

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

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

4. Illness, injury or quarantine during an authorized vacation or on a floating holiday as evidenced by satisfactory proof attesting to the nature and length of disability. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted.
5. An amount sufficient which, when added to an employee's disability indemnity under Worker's Compensation, will result in a payment to the employee not more than the employee's regular salary.

6. An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance (if applicable), will result in a payment to the employee not more than the employee's regular salary.

7. Employees who have sick leave accruals can use up to forty (40) hours of such sick leave time to care for a new or adopted child.

C. Sick Leave Exclusion

No employee shall be entitled to sick leave because of any of the following:

1. Disability arising from any illness or injury purposely self-inflicted or caused by the employee's misconduct;
2. Illness, injury, quarantine or disability while on leave without pay;
3. An employee who is scheduled to work on a regular holiday who is absent on that holiday due to illness, injury, or quarantine shall not be permitted to use sick leave but shall be deemed to have used the regular holiday.

D. Sick Leave Verification

Employees absent from work because of illness, injury, or quarantine, or for non-emergency medical, dental or optical care may be required to furnish the appointing authority or designee with satisfactory proof as may be required by the appointing authority or designee that such absence was the cause. The requirement, need and form for such verification shall be made known to the employee in advance of any absence, but no later than the time the employee calls in sick, provided that the employee has complied with departmental call-in procedures. A Manager shall not require "after the fact" verification.

The requirement and the need for medical verification shall be confirmed to the employee in writing within two (2) weeks after the employee's return, explaining the justification for the request.

E. Restrictive Sick Leave

Sick time used for situations covered under state and federal leave laws (i.e. FMLA) cannot be used to determine if an employee has abused sick leave.

Employees placed on "restricted sick leave" may be required to provide the appointing authority or designee with satisfactory proof for each individual absence during the period that the employee is on "restricted sick leave".

Employees placed on such leave shall have the restriction reviewed after ninety (90) days by the appointing authority or designee. If the employee has

shown significant improvement, the employee shall be removed from "restricted sick leave" status.

The Court shall not place an employee on "restricted sick leave" without first meeting with that employee to explain the concerns and expectations regarding attendance and leave issues.

F. Sick Leave Abuse

Upon information and after investigation and the determination of the Court Executive Officer that an employee has abused the privilege of sick leave benefits, the Executive Officer may suspend the employee's privilege of sick leave accrual and/or usage with pay for such period as the Executive Officer determines necessary to deter the employee from again abusing the privilege.

G. Sick Leave Cash Conversion

Upon separation from employment and concurrent assumption of a retiree status in the San Joaquin County Employees Retirement Association, each employee on payroll prior to January 28, 1992, shall convert up to fifteen percent (15%) of accumulated sick leave to cash at the employee's hourly rate at separation if the employee has more than one hundred and sixty (160) hours of sick leave accumulated as of the date of separation and provided that such conversion shall not be in an amount so as to reduce the accumulation below one hundred and sixty (160) hours. Employees in this unit shall choose to use his/her remaining sick leave balance to implement Section 8.4 of this Memorandum provided that the employee has more than one hundred sixty (160) hours of sick leave accumulated as of the date of separation.

Any amount received from conversion of sick leave under this Section shall not be considered compensation for purposes of contributions to, or benefits from the San Joaquin County Employees Retirement Association.

Any employee hired on or after January 28, 1992 is not eligible for the cash conversion.

H. Sick Leave Incentive Program

In an effort to reduce the level of sick leave usage, the Court agrees to the following sick leave incentive plan.

1. Conditions of Participation: An employee must be on payroll with the Court during the entire calendar year to be eligible for incentive rewards.
2. Qualifications and Rewards: Right (8) hours of administrative leave will be granted to an employee who, at the end of each calendar year, has a sick leave balance which equals at least one half of the cumulative amount that the employee was eligible to accrue based on years of service or the employee used no more than twenty-four (24) hours of sick leave during that calendar year.



3. Definition - Administrative Leave: For the purposes of this program, administrative leave will be granted at the beginning the calendar year which follows the year in which it was earned. Furthermore, this leave will have no cash conversion value and can only be taken during the year in which it was granted. Should the leave not be used during that calendar year, it will be lost. Scheduling of this time off shall be consistent with the procedures for scheduling compensatory or vacation time. In all instances, it shall require mutual agreement of the employee and the Manager or designee.

### 3.4 Holidays

#### A. Regular Holidays

The following days are established as regular holidays for regular employees and part-time employees (as defined in Section 7):

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

#### B. Regular Holiday - Weekend Observance

The Court shall comply with the AOC Judicial Council guidelines and the Rule of Court regarding weekend holiday observances. When a regular

holiday falls on a Saturday, the Court shall observe the holiday on the preceding Friday. When a regular holiday falls on a Sunday, the Court shall observe the holiday on the following Monday.

C. Regular Holiday Compensation - Regular Employees

Any regular employee whose regularly scheduled day off falls on a regular holiday shall be entitled to accrue eight (8) hours of regular holiday time. The appointing officer or designee has the discretion to approve an employee's request to be paid cash for eight hours at straight time in lieu of accrual, provided that if the employee's regular holiday accrual is at the 60-hour limit, the employee shall be paid in cash or, at the department's option, the employee shall be allowed to roll the time into another leave balance of the employee's choice.

In addition to regular salary, any regular employee who is required to work on a regular holiday shall have the option of being compensated for the hours worked on such holiday by: (1) cash payment at the rate of one and one-half (1-1/2) times such employee's hourly base salary, or (2) the accumulation of regular holiday time at the rate of one and one-half (1-1/2) hours for each hour worked.

D. Holiday Pay – Part-Time Employees

Eligible part-time employees with 1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll) who are scheduled to work and work on a regular holiday will receive holiday premium pay.

E. Floating Holidays

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

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

F. Floating Holiday Observance

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

holiday and employees who elect to accumulate floating holiday time shall receive their regular compensation for working on the holiday.

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

### 3.5 Shift Designation

For the purposes of this Section, the night shift of the calendar day preceding the actual date of the regular holiday shall be considered Shift #1, the day shift of the regular holiday shall be Shift #2 and the p.m. shift of the regular holiday shall be Shift #3.

### 3.6 Bereavement Leave

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

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

Employees must take this leave within a seven (7) consecutive day period and will be paid only for days and hours they were scheduled to work. "Immediate family" includes the spouse or registered domestic partner, child, parent, sibling, grandparent, great-grandparent, grandchild or great-grandchild of the employee; or child, parent, sibling, grandparent, great-grandparent, grandchild or great-grandchild of the employee's spouse or registered domestic partner. "Extended family" includes parent's spouse, grandparent's spouse, grandchild's spouse, as well as aunt/uncle (siblings of your parents or your spouse's parents), niece/nephew (children of your siblings or spouse's siblings). Foster, step, and adopted relationships are included in appropriate generic titles.

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

In addition, employees may use an additional two (2) days of accrued leave for the death of the employee's spouse, parent or child. Such additional leave shall be used within 30 days of the death.

### 3.7 Military Leave

The Court will comply with all applicable state and federal laws regarding military leave and employer support of military families.

### 3.8 Leave of Absence Without Pay

In accordance with the Personnel Rules, leaves of absence may be granted to regular employees for any of the following reasons:

1. Medical illness or disability not covered by accrued leave.
2. Maternity/Pregnancy.
3. Personal reasons.
4. Education or training.

### 3.9 Medical Leave Without Pay

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

### 3.10 Pregnancy Disability Leave

Pregnancy disability leave without pay shall be granted to temporary, contract, and regular employees in accordance with state and federal laws. Leave for medical reasons shall be granted with a physician's statement submitted to the Manager, and employees may use sick leave or other accrued leave in accordance with Section 3 of this Memorandum. All records of employees' medical issues shall be turned in to Human Resources and not shared except as legally required.

Current law provides up to four (4) months leave for pregnancy disability. Employees may also be eligible for an additional twelve (12) weeks of leave under CFRA Section 3.14A of this Memorandum. The Court will comply with any state or federal law and reserves any rights of restrictions.

### 3.11 Educational Leave

Educational Leave without pay may be granted to permanent employees by the department if the leave furthers the department's goals and the employee's last

performance evaluation was at least satisfactory. Initially, leave of up to one (1) year may be granted and may be extended up to an additional year.

### 3.12 Personal Leave of Absence

Personal Leave of Absence may be granted to a permanent employee by the Manager for reasons acceptable to the Manager. Leave may initially be granted for up to one (1) year and may be extended up to an additional year.

Forms for request of leave of absence are maintained in each department. Requests for leave of absence shall be submitted sufficiently in advance of the proposed effective date to permit the Manager or designee and the Court Executive Officer to take action prior to that date.

### 3.13 Effect of Unpaid Leave of Absence on Other Leaves

No employee who has been granted a leave of absence without pay shall accrue any vacation, sick leave or holiday during the time of such leave nor shall such time count toward gaining permanent status.

### 3.14 Family Leave

#### A. State Family Leave

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

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

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

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

An employee who takes family care leave shall be required to use accrued vacation, compensatory time, floating holiday and regular holiday time during such leave. In accordance with Court regulations governing the use of sick leave, the employee may also use accrued sick leave time. An employee on

State Disability Insurance shall not be required to use more leave than is necessary, in conjunction with SDI, to receive a full paycheck.

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

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

B. Family Medical Leave Act (FMLA)

The Court of San Joaquin will comply with the Family Medical Leave Act, maintaining all rights and restrictions listed in 3.14A which are permitted by the Family Medical Leave Act.

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

C. School Activities

The Court of San Joaquin shall comply with any federal or state law requiring an employer to grant time off to participate in a child's school activities. Current state law provides that parents may take up to 40 hours per year, but not more than 8 hours per month, to participate in their children's school activities. Employees working a shift greater than 8 hours per day may take one full shift per month, subject to the 40 hour maximum. An employee may take unpaid leave or may use accrued vacation, compensatory time, or floating holiday time.

3.15 Catastrophic Leave Program

A. Conditions of Participation

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

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

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

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

2. Employees may donate accrued vacation, compensatory time or holiday time; sick leave may not be donated.
3. Donations may be made in whole hour increments from a minimum of four to a maximum of sixteen (16) hours per donor in each pay period.
4. Donors must have an overall leave balance of eighty (80) hours remaining after donated time has been deducted.
5. Once donated to an individual, donated leave cannot be reclaimed by the donor.

B. Processing of Donations

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

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

C. Treatment of Donated Time

Donated time is treated as sick leave accrued by the recipient of the donation. Donated time does not alter the employment rights of the Court or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Sick Leave, except as noted in this agreement.

Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave in accordance with the provisions of this Memorandum of Understanding.

If catastrophic leave donations are made due to the medical condition of an employee's immediate family member, the eighty (80) hour limitation on the

use of family sick leave is waived for absences resulting from that condition only.

3.16 Leave for Promotional Examinations

Employees shall be allowed the necessary time off with pay to participate in promotional examinations for the Court, which are held during their regular work hours.

3.17 Effect of Re-employment on Leave Accrual Rates

A former employee re-employed in Court service shall not be entitled to accumulative sick leave benefits unless his return to Court service is the result of reinstatement within one year of termination of employment OR is a result of re-employment after a layoff due to lack of work, lack of funds, or in the interest of economy.

Employees who are reinstated within two (2) year of termination will be returned to the same vacation accrual rate at which they left and they will be placed at the salary range step they left.

**SECTION 4 - COMPENSATION**

4.1 Salaries

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

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

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

A. Equity Adjustment Discussions During the Term of the Agreement

Based on the availability of adequate funding, the Court shall approach the Union within one year of ratification for the purpose of discussing equity adjustments for classifications within the bargaining unit consistent with the recommendations in the: "March 23, 2018 Total Compensation Study Final Report Superior Court of California County of San Joaquin." This provision shall not be deemed a "reopener" of the MOU nor will it trigger any meet and confer obligations on the Court and the Union.



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

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

- A. Salary increase of 3% shall be paid to employees in the bargaining unit effective the first full pay period on or after August 1st, 2018.
- B. Salary increase of 2% shall be paid to employees in the bargaining unit effective the first full pay period on or after August 1st, 2019.
- C. Salary increase of 2% shall be paid to employees in the bargaining unit effective the first full pay period on or after August 1st, 2020.

C. One Time Payment

For the term of this agreement only, the Court agrees to pay each Bargaining Unit Employee a gross one-time payment of one thousand dollars (\$1,000), to be paid effective the first pay period on or after July 1, 2018. All applicable taxes and withholdings will be applied accordingly.

4.2 General

No employee shall receive supplemental pay when on vacation, sick leave, sick leave in conjunction with the receipt of State Disability Insurance or Worker's Compensation temporary disability payments, compensatory time off, holiday, or paid military leave unless such employee shall have been performing duties for a period of not less than four (4) full biweekly pay periods or such supplemental duties are scheduled, upon assignment, to last not less than four (4) full biweekly pay periods. Unless otherwise specified by the Manager or the Manager's designee, such shift assignment shall be presumed to be scheduled upon assignment for at least four (4) full biweekly pay periods.

4.3 Special Assignment Supplement

The Court Executive Officer may authorize a five percent (5%) salary increase to any employee designated by the Court to be on special assignment.

4.4 Shift Differential

Shift differential shall be \$0.75 per hour for p.m. and split shifts and \$0.91 per hour for night shifts.

For purposes of payment of shift differential the following times shall apply:

DAY: Any work shift which begins on or after 4:00 a.m. and before 12:00 noon.  
P.M: Any work shift which begins on or after 12:00 noon and before 8:00 p.m.  
NIGHT: Any work shift which begins on or after 8:00 p.m. and before 4:00 a.m.

#### 4.5 Standby Pay

A Manager or designee, with the approval of the Court Executive Officer, may designate employees in certain classes to be in a standby status. An employee who is on standby status must be at a location where the employee can be reached at all times and upon being called shall return to work immediately. An employee who is recalled to work shall be deemed to be off standby status and the employee shall not receive standby pay for the hours the employee is paid to work, whether on a straight time or overtime basis.

Employees who perform standby duty shall be compensated at twenty percent (20%) of their regular hourly rate.

#### 4.6 Work Above Class

A Manager or designee may temporarily assign any employee to perform duties normally assigned to a classification with a higher salary without changing the salary of such employee provided the temporary assignment does not exceed five (5) work days in a thirty (30) calendar day period or twenty (20) work days in a one hundred and eighty (180) calendar period. If an employee is assigned to a classification with a higher salary range for more than five (5) work days in a thirty (30) calendar day period or twenty (20) work days in a one hundred and eighty (180) calendar period, the employee shall be compensated, beginning with the sixth day of such above-class assignment, at an amount equal to what the employee would receive if promoted to the higher class, or five percent (5%) if no class exists. Such assignment must receive approval of the court Executive Officer. Assignments to cover routine vacation or sick leave absences will not be approved. Vacation or sick leave absences in excess of two weeks shall not be considered routine.

Employees who are being paid for working in a higher classification are not eligible for merit increases in the higher classification. Whenever an employee working in a higher classification receives a merit increase in the employee's regular classification or the employee's regular salary is otherwise increased or decreased, the employee's pay for working above class shall be adjusted so that the employee continues to be compensated at the rate specified above.

#### 4.7 Bilingual Pay

A. Effective first full pay period after the Judicial Council adopts/approves the final budget allocation for Trial Courts for Fiscal Year 2018-2019, each employee who is designated by the Court Executive Officer and who has passed a bilingual proficiency examination administered by the Human Resources

Department and has otherwise qualified for bilingual compensation under this subsection shall receive additional compensation of five percent (5%) of the employee's base salary for bilingual pay.

B. To qualify for Bilingual, an employee must meet the requirements set forth in Section 4.7A and perform bilingual interpretation as part of their job function and regular duties.

C. Although effort will be made to use employees receiving bilingual pay as interpreters, no employee shall refuse to assist in interpretation for clients or patients on an occasional basis.

D. When the bilingual skill is no longer required, the Court shall terminate the bilingual compensation by written notice of the Court Executive Officer and shall notify the employee.

#### 4.8 Paycheck Exceptions

A paycheck exception is defined as the incorrect reporting of payroll or failure to process the following payroll actions, causing an employee to receive less than the pay to which he/she is entitled for that pay period: step increases, supplemental pays, overtime. Paycheck exceptions (except overtime exceptions) in excess of \$100 in terms of gross pay, if presented by noon on the Friday following payday, shall be paid within two (2) working days of presentation of the claim to the Court. Overtime exceptions shall be paid no later than the following paycheck.

All payroll errors resulting in either gross or net salary overpayment must be repaid to the Court. Employees shall be allowed, at employee's option, to use accrued annual and holiday leave and compensatory time to repay the Court in cases of payroll errors resulting in gross salary overpayment. Such errors may result from use of an incorrect salary rate, reporting the wrong number of hours worked, or misclassification of hours worked.

Accrued annual and holiday leave and compensatory time may not be used to repay the Court for net salary overpayments that do not result from gross salary errors. Such errors include, but are not limited to, underwithholding of deductions for employee-paid benefits and taxes.

#### 4.9 Mileage And Travel Expenses

Court employees authorized by the appropriate approved level to use a personal vehicle on court business for travel will be reimbursed at the federal standard mileage rate.

Meal and lodging reimbursement shall be authorized and paid in accordance with procedures and requirements as defined by the Judicial Council.

Travel time for Court-authorized training shall be computed in accordance with FLSA procedures.

#### 4.10 Deferred Compensation Contribution

The Courts may maintain a Section 457 Deferred Compensation Plan. The allowable contribution shall be the maximum allowed by the Internal Revenue Code.

The Courts, at its sole discretion will have the right at any time during the period covered by this agreement to develop charges necessary for the administration of the plan or plans, and implement said charges for active and inactive participants, to be paid by active and inactive participants. In any case, the charge will not exceed the actual cost to the Courts for administration of the plan or plans as computed by the Court under standard accounting practices for cost allocation purposes.

Before implementing a payroll deduction charge, the Courts will make every effort to negotiate with the plan vendors and/or third party administrator(s) to recoup the Courts cost from their management fees.

#### 4.11 Severance Pay

Any member of this bargaining unit employed by the Court in an allocated position for ten (10) or more years who is laid off from regular Court employment or voluntarily accepts a layoff in lieu of another employee shall receive \$2,500 in severance pay. The employee may elect to receive the money in lump sum payment or defer receipt for purchase of eligible insurance benefits through an Internal Revenue Code, Section 125 Plan.

#### 4.12 Realtime Reporting Differential

Court agrees to pay Realtime Differential as follows: The Court shall pay a Realtime differential of six percent (6%) for Court Reporters who are nationally certified for real time reporting, or four and a half percent (4.5%) for Court Reporters who pass the CCRA Certified Realtime Generalist exam, or three percent (3%) to non-certified Court Reporters who pass a state readability exam or other court sanctioned exam. Court Reporters shall qualify for only one Realtime differential pay category listed above.

#### 4.13 Communication Access Realtime Translation (CART) Reporting

Communication Access Realtime Translation (CART) is a word-for-word speech-to-text interpreting service for people who need communication access. Unlike computerized note taking or abbreviation systems, which summarize information for consumers, CART provides a complete translation of all spoken words and environmental sounds, empowering consumers to decide for themselves what information is important to them. CART consumers include people with hearing loss; individuals with cognitive or motor challenges; anyone desiring to improve reading/language skills; and those with other communication barriers. The Americans with Disabilities Act (ADA) specifically recognizes CART as an assistive technology that affords effective communication access.

The Court shall not require any Official Court Reporters employed by the Court to perform any CART duties, absent any further agreement between SEIU and the Court.

#### 4.14 Employee Parking – Downtown Stockton

For the term of this agreement, the Court shall provide the actual cost up to a cap of eighty five dollars (\$85) for each employee's parking who is assigned to work at the downtown Stockton Court location. Employees must park in the designated parking garages as assigned by the Court.

In the event that the garage owner increases the monthly parking fee above the eighty five dollars (\$85) cap per month, , the employer and employee will equally share financial responsibility for the increase (e.g., fifty percent (50%) of any increase will be paid by the employer, and the employee will assume the other fifty percent (50%) of the increase). Employees will sign authorization for a payroll deduction for their fifty percent (50%) share of the increased amount.

In the event that the Court identifies different designated parking areas as a substitute for either the Ed Coy Garage, Channel Street Garage, Stewart Eberhardt Garage, and Market Street Garage, the Court will notify SEIU at least thirty (30) days in advance of the proposed effective date of the change. The Court has the right to make such change without agreement from SEIU, but before making the change, will consult with the Union about the Court's intended parking relocation. This consultation obligation does not affect the Court's obligation to meet and confer over the impacts of any change in parking location.

### **SECTION 5 - DAYS AND HOURS OF WORK- OVERTIME**

#### 5.1 Work Week

Unless otherwise provided for in this Memorandum or in any Resolution or Board Order, the base compensation for employees shall be deemed to be compensation per biweekly pay period and is predicated upon a forty (40) hour work week. A biweekly pay period shall consist of eighty (80) working hours and the base compensation provided shall be payment in full for all services rendered to the Court except as otherwise provided.

#### 5.2 Work Site Closure

If the Court closes a work site because it is unsafe or because work operations cannot be carried out, employees who are scheduled to work and who are not reassigned to alternate work sites and are subsequently sent home shall receive pay for the remainder of the scheduled work day. Other regularly scheduled employees who are sent home may be paid, at the discretion of the Manager or designee, for the balance of their scheduled work day. Such employees sent home shall remain available to return to the work site for the duration of the time for which they are being compensated.

The Court will make all reasonable efforts to relocate or reassign employees affected by such situations and may continue affected employees on paid leave for the duration of the closure. Employees will not be assigned to work in job functions for which they are not qualified.

All attempts shall be made by the Court Executive Officer or designee to locate another work site/facility as quickly as possible.

### 5.3 Working Hours

In accordance with the Court policy, a Manager or designee may change the working hours of individual employees to accommodate functional needs of the department as long as no change is made in the regular hours of the department. The Court will make every reasonable effort to give reasonable notice to the affected employee(s).

### 5.4 Overtime

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

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

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

A. Compensation for Overtime

Employees shall be compensated for overtime in accordance with their Group designation:

1. Group 1 employees are those employed in classifications eligible for exemption from the overtime provisions of the Fair Labor Standards Act (FLSA) and designated by the Court to be salaried and, therefore, exempt from the overtime provisions of the FLSA. These employees may be required to periodically or routinely work long or irregular hours to fulfill the responsibilities of their positions. These employees are not eligible to receive overtime compensation or compensatory time off. However, in recognition of the sometimes long and regular hours which these employees are required to work to accomplish program objectives, the Court will provide paid administrative leave as follows:

(a) Each fiscal year, the Court Executive Officer shall grant ten (10) days of administrative leave to eligible salaried employees.

(b) The benefits provided by this program are not related to hours worked nor subject to accrual, and under normal circumstances may not be carried over beyond the end of the fiscal year

2. Group 2 employees shall be compensated for overtime by either cash payment at the rate of one and one-half (1-1/2) times the employee's hourly salary (including applicable supplements) or by the accrual of compensatory time at the rate of one and one-half (1-1/2) times the overtime hours worked. The maximum compensatory time accumulation shall be eighty (80) hours and any additional overtime worked shall be compensated by cash payment at the rate of one and one-half (1-1/2) times the employee's hourly salary (including applicable supplements).

3. Group 3 employees are those employed in grant positions and shall be compensated for overtime as provided in their contracts.

4. Group 4 employees are those working in positions which have been found to be non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Group 4 employees shall be compensated for overtime worked in the same manner as Group 2 employees.

For employees in Group 2 and Group 4, if the Manager concludes that the department's budgetary situation allows latitude to confer either compensatory time off or overtime, the department will give good faith consideration to employee preference. Departmental conditions can change within fiscal years and determinations under this section are not grievable.

B. Overtime Exception

Employees whose normal work week varies from the normal five (5) days in a calendar week of seven (7) days shall not be eligible for overtime compensation except as described in (1), (2), and (4) above.

5.5 Call-Back Overtime

A. Definition

Call-back overtime is defined as overtime required of an employee who, following completion of the employee's assigned work day, is notified to and does report back to duty at the Court or alternative worksite designated by the Court. Contiguous overtime, or overtime assigned to be worked within one (1) hour after completion of the regular work shift, or overtime assigned by the Court Executive Officer or designee which is performed at a time convenient to the employee shall be excluded from the three (3) hour minimum unless such overtime is performed on a regular day off.

B. Compensation

An employee who performs call-back overtime shall receive credit for the actual time worked, but not less than three (3) hours credit each time the employee is called back. An employee who performs call-back overtime shall be compensated according to the provisions of Section 5.4A.

5.6 Meals and Rest Periods

A. Rest Periods

To promote maximum productivity and morale, it is the policy of San Joaquin Court that, when Court operations permit, each employee shall be entitled to two (2) rest periods not exceeding fifteen (15) minutes each, during a regular eight (8) hour shift. When Court operations permit, such rest periods are to be taken as nearly as possible in the middle of each four (4) hour segment of each employee's work day. Time allowed for rest periods may not be accumulated from one half of the workday to another, nor may rest periods be used to alter an employee's normal work hours and meal periods.

B. Meals During Overtime

Meals which must be consumed on the job after the normal workday and while working in an overtime situation are not to be considered as an interruption of overtime work performed. The Court shall neither pay for nor provide meals, nor is an employee who takes a break for a meal to be considered as being in a paid status. An employee, upon request, shall be allowed to take a thirty (30) minute meal break after two (2) hours overtime and



every four (4) hours thereafter. The Court retains the right to refuse requests for meal breaks in the event of emergency.

## 5.7 Alternative Schedule

### A. Flex Hours

The Court and SEIU shall negotiate, on request, flex time schedules on a department by department basis. Such negotiations shall be conducted between SEIU and the Court's designated negotiator.

The Court and SEIU agree that when a written request for flexible work schedules is denied, the Manager or designee shall respond to the request in writing (within 14 days) stating the reasons for the denial.

Flex time schedules are those alternate work schedules, including but not limited to a "4-10" plan or a "9-80" plan, which do not violate the Fair Labor Standards Act or Section 5.4. of this memorandum, unless otherwise agreed by the parties. No flex schedule arrangement shall be implemented until the Court and SEIU adopt a memorandum of understanding specifically setting forth provisions of the schedule with respect to overtime, holiday, sick leave and other affected benefits.

### B. Job Sharing

Any regular, permanent full-time employee may agree to job share a position, subject to approval by a Manager and the Court Executive Officer. Part-time employees eligible for benefits are not eligible for job sharing.

#### 1. Conditions of Participation

- (a) Employees must have regular employment status.
- (b) Biweekly salary for job sharing employees will be pro-rated. Pro-rated compensation will be based on each individual's step on the salary range.
- (c) Vacation, sick leave, floating and regular holiday will be earned on a pro-rated basis.
- (d) The dollar value of the Court's contribution to health, dental and life insurance, and the retirement value for one full-time allocated position will be pro-rated.
- (e) Employees participating in a job share agreement will be treated as temporary employees for retirement purposes only.
- (f) If a vacancy does not exist when an employee who is participating in a job share arrangement wishes to resume full-time

employment, the employee will be required to maintain job share status until a vacancy in the appropriated classification occurs. Job share participants will be entitled to the first vacancy that occurs in the appropriate classification in their department or may consider the transfer option to another Court department. Participants will be notified prior to the implementation of a position freeze or if the position is to be filled.

(g) Worker's Compensation will be administered in accordance with the Labor Code of the State of California.

Employees are eligible for overtime compensation only after forty (40) hours in a work week.

Limits to trading time, coverage during illness or vacation, the work schedule and total hours each employee will work during a pay period, will be set by the Court Executive Officer.

If one participant in the job share agreement terminates employment during the agreement and a replacement cannot be found within a reasonable time period, the remaining employee will be required to return to full-time status.

For the purpose of interpreting minimum qualifications for open or promotional exams, work experience during the period the employee is participating in the job share agreement will be calculated on a pro-rated basis.

## 5.8 Jury and Witness Duty

### A. Jury Duty

Any regular employee who is summoned for attendance to any court for jury duty shall be deemed to be on duty and there shall be no loss of pay, however any jury fees (excluding payment for mileage) received by the employee shall be paid to the Court.

### B. Witness Duty

Any employee who shall be called as a witness in a case arising out of and in the course of the employee's Court employment shall be deemed to be on duty and there shall be no loss of pay. Any witness fees received by the employee shall be paid to the Court together with any mileage allowed if the employee uses Court-provided transportation. If such witness duty is performed on a day on which the employee would normally not be working, the employee shall be deemed to be on duty and shall be compensated for overtime as provided in Section 5.4A. An employee called as a witness in any other matter shall be deemed off duty.

## 5.9 Reassignment

In accordance with the Court policy, a Manager or designee may reassign individual employees to accommodate functional needs of the department.

The Court will make every reasonable effort to give reasonable notice to the affected employee(s).

The Court and SEIU agree that one of the factors to be assessed when involuntarily reassigning an employee shall be the seniority of the qualified employees.

Any employee who is involuntarily transferred may request a written statement from the Manager as to the reasons for the reassignment. This written response shall be issued within fourteen calendar days from the date of the request.

## **SECTION 6 - SALARY ADMINISTRATION**

### 6.1 Salary Upon Appointment

New employees shall be appointed at the first step of the salary range adopted for the particular class of position to which the appointment is made. The Court may provide that a particular allocated position be filled at a step above the minimum of the range commensurate with the qualifications of the prospective appointee which are above the minimum requirements set forth in the class specifications.

Whenever such allocated position is filled in this manner, all incumbents of allocated positions who have qualifications above the minimum set forth in the class specification in the same class earning less than the step in the particular salary range at which the new employee enters may be raised to that step or to a lower step in the range upon the request of an Manager or designee subject to approval of the Court Executive Officer.

Notwithstanding other provisions of this memorandum regarding merit advancement days, the merit advancement of all employees in that class of position may be changed in order to retain equitable relationships as approved by the Court Executive Officer.

### 6.2 Step Increases

#### A. Regular Employees

A regular employee shall be required to serve a merit advancement period of twenty-six (26) biweekly pay periods on each step of the salary range assigned to the classification of which the employee is an incumbent before becoming eligible for advancement to the next higher step. An employee shall not advance to the next higher step until the employee receives the affirmative recommendation from his/her Manager and the employee's eligibility for

advancement has been verified by the Court Executive Officer. An employee shall not advance to the next higher step if his/her overall performance is evaluated as less than satisfactory. Nothing in this Memorandum shall be construed to provide that step increases are automatic.

Advancement within a salary range shall not be made more frequently than once in any period of twenty-six (26) consecutive pay periods nor shall any employee advance more than one step within a salary range at one time except as provided in Section 6.1. above.

B. Eligibility for Step Increases for Part-time Employees

Effective the pay period nearest January 1, 2001 employees designated as Part-time with 1300 hours of service in the prior calendar year and 2080 hours of unbroken service (not taken off payroll) shall be eligible for an increase to Step B. Thereafter, eligible Part-time employees shall receive a further step increase for each additional 2080 hours of service.

C. Step Increases Withheld

Any step increase withheld because of administrative oversight or inadvertence shall be made retroactive to the normal effective date of the step increase.

Any step increase withheld for cause but, upon appeal, adjudicated in favor of the employee, shall be made retroactive to the normal effective date of the step increase or some intervening date determined by the adjudicating party. If the step increase is made retroactive to the normal effective date of the step increase, the employee shall retain the employee's current anniversary date. If some intervening date is determined by the adjudicating party, the employee shall not be eligible for the employee's next merit advancement for twenty-six (26) biweekly pay periods from the intervening date.

6.3 Salary Step On Promotion

An employee appointed to a position with a higher salary range shall have his/her salary adjusted to the first step of the new range or to the step in the new range which is at least five percent (5%) higher than the salary the employee was receiving prior to the promotion, whichever is greater, provided that the new salary is within the new range. For the purposes of this Section, pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the pre-promotion base salary prior to determining the appropriate step in the new range.

The effective date of the promotion shall become the new merit advancement date for the employee and he/she shall not be eligible to receive a merit step increase until completion of twenty-six (26) biweekly pay periods.

#### 6.4 Order of Adjustments

Whenever an employee is promoted and receives a range change or the employee's position is reclassified to a class having a higher salary range, on the employee's merit anniversary day the employee shall first receive the merit advancement increase to which he/she may be entitled and then receive such increases to which he/she may be entitled in the following order: salary adjustment, reclassification, promotion.

#### 6.5 Salary Step on Demotion

If an employee is demoted to a position having a lower salary range because of lack of work or funds, or in the interests of economy, or for any reason other than discipline, the employee so demoted shall receive the next lower salary in the range assigned to the new position. The employee's merit anniversary date shall remain the same.

If an employee voluntarily demotes to a position having a lower salary range, the employee shall receive the salary in the new range which is equal to the salary in the prior position or, if none, the next lower salary in the range assigned to the new position.

#### 6.6 "Y"-Rates

Whenever an incumbent of a regular Court position accepts a demotion for reasons other than a disciplinary action to a class of position having a lower salary range, the Court may direct that the capital letter "Y" be set opposite the position to which the incumbent was demoted in the budget and all payroll and other personnel records.

Whenever the effect of a reclassification is to place the incumbent in a class having a lower salary range, the Court, upon the recommendation of the Court Executive Officer, may direct that the capital letter "Y" be set opposite the reclassified position in the budget and all payroll and other personnel records.

Whenever the "Y" is set opposite a position, the incumbent shall continue to receive his/her previously authorized salary until termination of employment in the position, or until a higher rate of pay may be authorized, whichever comes first.

### **SECTION 7 - PART-TIME EMPLOYMENT**

#### 7.1 Definitions of Temporary and Part-time

Effective July 1, 2000 definitions for part-time and temporary employment shall be as follows (these definitions shall be incorporated into the Courts Personnel Rules):

Part-time: The status of an employee who is appointed to a position which is less than three quarters time (defined as not more than 1560 hours in a calendar year).

A part-time position is ongoing in nature and anticipated to exceed six months' duration.

Temporary: The status of an employee who is appointed to a position which is either seasonal in nature (not to exceed seven months in a calendar year) and recurs year to year, or who covers peak workloads or regular employee absences (not to exceed nine months in a calendar year) in a position which is not ongoing in nature.

Part-time employees who meet the appropriate eligibility criteria may receive step increases (see Section 6.2B ) and/or holiday pay (see Section 3.4D)

#### 7.2 Compliance with Part-time/Temporary Definitions

The Courts will begin counting the hours of "Part-time" employees for the purpose of ensuring compliance with the definition "Part-time" on January 1, 2001. The Courts will provide the Union with payroll data showing the number of hours worked by Part-time employees in the prior six months on the pay period closest to June 1 and December 1 of each year. The Courts will provide the Union with payroll data showing the number of hours worked by Temporary employees in the prior year on the pay period closest to January 1 of each year.

#### 7.3 Combination of Part-time Hours

An employee designated as Part-time may combine the hours worked in two different positions in the same department for the purposes of establishing Part-time status and eligibility for benefits.

### **SECTION 8 - RETIREMENT**

The following section is applicable so long as the Court participates within the San Joaquin County Retirement System (SJCERA). Unless otherwise stated, all statutory references in this section "Section 8. Retirement" of this Memorandum of Understanding are to the California Government Code.

#### 8.0 Retirement Tier and Eligibility

SJCERA Tier 1 – Court employees who established and maintain membership in the San Joaquin County Employees' Retirement Association (SJCERA) prior to January 1, 2013, and other eligible employees as defined by law, participate in the defined benefit formula that was in place before January 1, 2013, hereinafter "SJCERA Tier I."

SJCERA Tier II – Court employees who establish membership in SJCERA on or after January 1, 2013, who are subject to the provisions of the Public Employees' Pension Reform Act of 2013 (PEPRA) (Article 4 (commencing with Section 7522, et seq.) of Chapter 21 of Division 7 of Title 1 of the Government Code) participate in the defined benefit formula prescribed by PEPRA for these employees, hereinafter "SJCERA Tier II."

## 8.1 Retirement Formula

The Court agrees to maintain the County of San Joaquin defined benefit retirement formula specified in Section 31676.14 (2% at age 55 ½) for General Members of SJCERA Tier I.

General Members of SJCERA Tier II participate in the defined benefit formula prescribed by Section 7522.20 of PEPRA (2.0% at age 62).

An annual cost of living adjustment of up to three percent (3%) shall be maintained in accordance with Section 31780.1 for monthly benefits payable by SJCERA to retired members (Tiers I and II) or their beneficiaries.

## 8.2 Retirement Age and Service

The provisions of Section 31672 permitting service retirement for members of SJCERA Tier I at age fifty (50) years with the completion of ten (10) years of continuous service, shall be maintained for court employees who are members of SJCERA Tier I.

Section 7522.20 permits service retirement for General Members of SJCERA Tier II after five (5) years of service and upon reaching fifty-two (52) years of age.

## 8.3 Retirement Contributions

Court employees who are members of SJCERA Tier I shall pay the member contributions as determined pursuant to Section 31621.3 for General Members.

Court employees with thirty (30) or more years of service who, for that reason, are not making contributions to SJCERA, shall receive, in addition to their regular rate of pay, an amount equal to fifty percent (50%) of what their retirement contributions would be if they were still making such contributions. (Statutory references: Sections 31625.2)

Court employees who are members of SJCERA Tier II shall pay member contributions pursuant to Section 7522.30, which shall be at least 50% of normal cost as determined annually by the plan actuary and expressed as a percentage of payroll. The Court shall not pay any of the required member contribution. The member contribution rate shall not be adjusted unless the normal cost rate increases or decreases by more than 1%.

Court employees' retirement contributions to SJCERA shall be made on a pre-tax basis.

## 8.4 Retirement - Sick Leave Conversion

A sick leave credit account, also commonly referred to as a "sick leave bank," shall be established for each court employee who: (1) separates from employment and

concurrently assumes a retired status, either deferred, service, or disability, in SJCERA; (2) continues or defers such employee's coverage under a Court-sponsored group health, dental, or vision insurance plan; and (3) has at least one hundred and sixty (160) hours of accumulated sick leave as of the date of separation.

The account shall be credited upon the employee's separation with a dollar value based on the total accumulated sick leave hours to be converted to sick leave bank. For purposes of this Section, each eight (8) hours of sick leave is equal to one (1) day. The conversion rate is and shall not exceed \$221.24 for each eight (8) hours of accumulated sick leave.

As of the effective date the retired employee is first paid a retirement allowance by SJCERA, the retired employee may use the account to pay monthly premiums for Court-sponsored health, dental, or vision plans in which the retired employee and/or his or her eligible dependents are enrolled, and shall continue until such account is fully depleted, the employee ceases to be a member of SJCERA, or the retired employee and all of his or her dependents cease to be enrolled in the plan(s), whichever first occurs.

Court employees who separate from employment and assume a deferred retirement status are eligible to enroll in Court-sponsored group health, dental, or vision plans, but may not utilize their sick leave credit account to pay for monthly premiums unless and until they retire and receive a monthly retirement allowance from SJCERA.

#### **8.5     Retirement Death Benefits**

The death benefits provisions of Section 31789.3 shall be maintained for employees who are members of SJCERA.

#### **8.6     Retirement Information**

Employees nearing retirement age who desire to discuss their retirement with SJCERA shall be allowed to do so on Court time.

### **SECTION 9 - TRAINING AND EDUCATION**

#### **9.1     In-service and Job Related Training**

Employees who participate in Court-mandated supplemental education programs shall either be assigned to such programs during their regular working hours or be compensated for each hour spent participating in such programs at the applicable overtime rate in accordance with this memorandum. Travel time for Court-authorized training shall be computed in accordance with FLSA procedures.

Upon the request of an employee, at the time the employee is originally appointed or promoted, the Court shall make every effort to provide intensified orientation on specific job functions.



## 9.2 Educational Reimbursement Program

In accordance with the Court's Educational Reimbursement Program, eligible employees, including part-time employees with benefits (as defined in Section 7), may be reimbursed for career-related course work, including non-CEB coursework, and taken on the employee's own time. The minimum amount of reimbursement is ten dollars (\$10) and the maximum is \$450 per fiscal year; however, an employee enrolled in an approved degree program may be reimbursed up to \$450 per semester for a maximum of \$900 per fiscal year.

Total fiscal year costs of this program are capped at \$3,600. Employees will be eligible for participation on a first come, first serve basis, and program funds will be distributed until exhausted. Any amounts not allocated by March 31 of each year will revert back to the Court Operations Fund.

Specific details and conditions of participation are included in the Court Personnel Rules.

## 9.3 Mandatory Continuing Legal Education

The Court shall continue to provide annually a single CEB passport available for use by the Research Attorneys to attend Continuing Education of the Bar programs to satisfy the MCLE requirement.

Consistent with past practice, the Court will allow Research Attorneys to attend the Institute on work time as operational needs will allow. Due to the court's limited finances, the Court cannot commit to paying for travel expenses to attend this event.

## 9.4 Professional Expense Reimbursement

The Court shall pay the annual California State Bar Licensing Dues for Attorney members assigned to this unit not to exceed the actual amount of the mandatory (statutorily required) amount of annual fees. Attorneys must submit their annual renewal form thirty (30) days prior to the due date to the Court's finance division for payment.

The Court shall pay the annual fee for Certified Shorthand Reporter License. Court Reporters must submit their annual renewal form prior to thirty (30) days of the expiration date of the license to the court's finance division for payment. The court reporter's whose fees are paid by the Court are prohibited from performing court reporting duties outside court employment.

# **SECTION 10 - WORKER'S COMPENSATION AND EMPLOYEE SAFETY**

## 10.1 Worker's Compensation

The waiting period for employees disabled out of or in the course of employment before an injured employee may begin collecting temporary disability

payments shall be three (3) days. Such days shall be charged against sick leave or other applicable accrued leave time unless the employee is hospitalized as a result of the disability or the disability lasts for more than fourteen (14) days.

Employees who are receiving temporary disability indemnity payments under Division 4 or Division 4.5 of the Labor Code shall accumulate vacation (including seniority credit for the purposes of vacation accrual under Section 3.1), holidays and sick leave during such period of time that they are drawing such temporary disability indemnity. The Court shall continue to provide health, dental, vision, and life insurance plan coverage for such employees as if they were on payroll as regular employees.

#### 10.2 Worker's Compensation Leave

Notwithstanding other provisions of this Section, an employee who is disabled as a result of an injury or illness arising out of and in the course of employment and eligible for Worker's Compensation benefits shall have an automatic leave of absence until a ruling is made that recovery from disability is sufficient to release the employee. In such case, a leave of absence shall be considered canceled when permanent disability is established. The employee shall be considered as on leave and not considered to be scheduled to work.

#### 10.3 Safety Equipment

The Court shall provide employees with safety prescription glasses (glasses only, not prescription examination) whenever safety glasses are required by the CAL/OSHA or other State or Federal regulation. The Court will not provide replacements for broken lenses or frames unless such breakage is the result of an on-the-job accident.

#### 10.4 Physical Examinations

Employees required to take physical examinations to maintain licenses or employment with San Joaquin Court shall be given physical examinations at San Joaquin General Hospital at no cost to the employee. The Court will not pay for any examination not given at San Joaquin General Hospital.

#### 10.5 Disputes Involving Safety Issues

STEP 1. When an employee or SEIU in good faith believes that an employee or employees are being required to work where a clear and present danger exists, the immediate supervisor will be notified. The supervisor will immediately investigate the allegation. The supervisor may check with a higher level of management or a departmental safety coordinator and thereafter direct the employee to either temporarily perform other duties or proclaim the situation safe and direct the employee to proceed with assigned duties.

If the employee or SEIU continues to believe the condition presents a clear and present danger, the employee or SEIU may proceed to STEP 2. If the employee believes there is an imminent danger the employee may proceed directly to STEP 3.

STEP 2. When an employee or SEIU is not satisfied with the decision at STEP 1, the employee or SEIU may submit the issues to the Court Executive Officer. The Court Executive Officer or designee shall issue a written response to the alleged clear and present danger within five (5) calendar days after receipt of the request to review the issue.

STEP 3. If the employee or SEIU is not satisfied with the decision rendered by the Court Executive Officer or designee, or where the employee believes there is an imminent danger, the issues may be submitted to the Safety Committee which shall be comprised of two (2) management designee appointed by the Court Executive Officer, two (2) union designee appointed by the union and a departmental employee appointed by the union and the court by mutual agreement. Within five (5) calendar days the Safety Committee shall respond in writing with a recommendation(s) for the Court Executive Officer to consider in resolving the issue. The Court Executive Officer shall seriously consider the recommendations of the Safety Committee. In the event the Court Executive Officer decides not to implement either of the suggestions from the Committee, the employee is entitled to request and receive a written response from the Court Executive Officer outlining the reasons for declining the suggestions and specifying an alternative solution.

#### 10.6 Union Participation in Court Safety

##### A. Court Safety Committee

The Court and SEIU have established a joint Safety Committee. The Safety Committee will provide recommendations to assist the Court Executives with their commitment to providing a secure workplace in efforts to reduce acts and/or threats of violence and harassment at the workplace. The committee shall consist of four (4) representatives each from SEIU Bargaining Unit employees and management. Management and SEIU agree to meet on a quarterly basis to share information regarding the safety issues.

##### B. Training

The parties agree that management shall train and educate Court employees on safety and security issues. Among the topics to be covered is the responsibility of the employee to complete an incident report and the responsibility of management to send all such reports on to the Court Safety Committee.

##### C. Joint Court Security Working Group

When there are meetings of the Joint Court Security Working Group, the Court and SEIU agree that two (2) SEIU Bargaining Unit employees, appointed by the Court Executive Officer, with input from SEIU, shall have seats on this Working Group.

## **SECTION 11 - EVALUATIONS AND PERSONNEL FILES**

### **11.1 Employee Performance Evaluations**

Any employee performance evaluation shall be prepared by the employee's supervisor who has the responsibility and authority to prepare such reports.

Employee performance evaluation reports shall be discussed with the employee prior to finalization of each category of the report.

An employee will receive an appointment with his/her reviewing officer to discuss the evaluation by signing the evaluation form in the space provided. Each department shall make a reasonable effort to ensure that the reviewing officer for this purpose has not been a party to the preparation of the evaluation. In no case shall the reviewing officer sign the evaluation form until a review has occurred.

Any regular or special evaluation with a rating of "unsatisfactory" shall include plans for employee development. Except in cases of termination, release from probation, or leave of absence, employees who receive an unsatisfactory performance evaluation must receive a follow-up evaluation. The follow-up evaluation shall cover a period of time no greater than ninety (90) calendar days from the date of the final review of the initial unsatisfactory evaluation.

An employee shall have the right to submit written comments regarding any evaluation and to have such comments included in his/her personnel file along with the evaluation.

The employee receiving an evaluation may request to have a Union representative present, during any meeting with management regarding the evaluation when the Court intends to give (or has given) an overall rating of "unsatisfactory".

### **11.2 Performance Evaluations and Workload**

The Court and SEIU agree that one of the factors to be considered when completing Employee Performance Evaluations will be any increased workload given to the employee since the last evaluation.

### **11.3 Probationary Evaluations - Notice**

For the purposes of the initial probationary period only, an employee who fails to complete probation and is released from probationary status within two weeks of the end of the probationary period shall be paid regular salary for the hours the employee would have been scheduled between the release date and the end of the probationary period.

#### 11.4 Employee Personnel Files

Employees shall have the right to review and at their own expense obtain copies of their Court personnel files. Their official personnel file is currently located in the Court's Human Resources Division. An employee's representative may inspect the contents of an employee's personnel files upon signed, dated authorization by the employee. Authorization shall be valid for sixty (60) calendar days from the date of signature.

The Court reserves the right to withhold from employee review reports of an employee's pre-employment physical examination, records of an employee relating to investigation of possible criminal offense or other legally privileged records.

Employees shall be given an opportunity to read and initial any report to be added to their personnel files, but an employee shall not be required to sign any such report. An employee's signature on a report shall be understood to be acknowledgment of receipt and shall not be construed as agreement or disagreement with its content. If the employee refuses to sign any report, a notation to that effect may be entered on the document. A copy shall be provided to the employee.

An employee shall have the right to submit written comments regarding any document in his/her personnel file and to have such comments included in his/her personnel file along with the document.

#### 11.5 Letters of Reprimand

An employee has the right to request in writing that a letter of reprimand be removed from the employee's personnel file if two years have elapsed from the date of reprimand and there has been no recurrence of the issue contained in the reprimand.

Such requests must be submitted to the Court Executive Officer or designee who shall review the request and, within fourteen (14) calendar days render a decision on the request. The decision of the Court Executive Officer shall be final.

### **SECTION 12 - EMPLOYEE LIABILITY**

A Court employee's liability for acts or omissions within the scope of employment is established by Article 3, Division 3, of Title 1 of the Government Code of the State of California. Indemnification and defense of Court employees, for claims against them arising out of acts or omissions within the scope of their employment, are set out in Article 4, Division 3.6 of Title 1 of the Government Code of the State of California.

The Court and Court employees recognize their respective rights and obligations under these provisions of these laws as they exist at this time and as they may be amended or given final, binding judicial interpretation.

### **SECTION 13 - EMPLOYEE PROPERTY AND EQUIPMENT**

#### 13.1. Replacement of Damaged Property

Except for loss or destruction to currency, the court may provide for the payment of the cost of replacing or repairing property or prostheses 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 fault of the 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 or damage. The Court Executive Officer has the authority to grant or deny claims which do not exceed \$500.

## **SECTION 14 - LAYOFFS**

### **14.1 Notice**

Any permanent Court employee who is to be laid off or dismissed for other than disciplinary reasons shall be given thirty (30) calendar days notice. This provision does not apply to probationary, provisional, or temporary employees. Nothing contained herein shall be deemed to require the Court to pay an employee except for services rendered.

When the Court has determined that layoff or dismissal (for other than disciplinary reasons) of any permanent employee is necessary and appropriate, the Court shall inform SEIU in writing of its intent prior to sending out layoff notices. Upon written request of SEIU, the Court shall meet and confer on any proposal(s) advanced as an alternative to layoff and/or the impact of such layoff. Such meet and confer requirements shall not serve to delay the implementation of the Court's determination.

See Section 31 of the Personnel Rules for details on the layoff process.

## **SECTION 15 - SUBSTANCE ABUSE REFERRALS**

Service Employees International Union (SEIU) acknowledges the right of Department Managers (at the Middle Management level and above) to refer employees suspected of being under the influence of alcohol or drugs while on duty to San Joaquin General Hospital or to other physicians to be evaluated as to their ability to perform their job. In acknowledging this right, the Union does not relinquish its right of individual employee representation or to challenge managers who use this provision without direct observable behaviors to support the referral.

The Court shall offer training to Department Managers to aid in their detection and evaluation of behaviors which may lead to a referral. The Court shall report to SEIU, on a statistical basis, the results of referrals of employees so long as employee and patient confidentiality are not violated.

The Court and SEIU jointly recognize the value of the Court's Employee Assistance Program in the evaluation and resolution of employee problems associated with substance abuse.

## **SECTION 16 - GRIEVANCE PROCEDURE**

### **16.1 Definitions**

Grievance: An alleged violation of a specific rule or regulation contained in this MOU or the Court Personnel Rules.

Day: Calendar day(s)

### **16.2 Purpose/Rights**

It is the intention of this procedure to resolve all issues at the lowest supervisory level possible. The employee has the right to representation at any and/or all steps of the procedure.

SEIU may file and process grievances on behalf of employees, but the grievants must be identified by name if necessary to the processing of the grievance.

### **16.3 Filing Deadline**

Grievances filed under this Section should be initiated within thirty (30) days from the time the employee knew or had reason to know of the facts giving rise to the grievance.

### **16.4 Grievance Processing**

STEP 1: Any grievance shall be discussed with the employee's immediate supervisor. If the issue is not resolved at the supervisor's level within twelve (12) days from the day of presentation, the issue may be processed to the second step. If the Manager is the immediate supervisor, the grievance shall be in writing and contain the information specified in Step 2 below.

STEP 2: If the grievance is not resolved at Step 1 of this procedure, then the grievance may be filed with the Court Executive Officer. The grievance must be in writing and must be filed within twelve (12) days of the response from Step 1 or from the date when such response was due. The grievance must state: (1) the specific rule or regulation which is alleged to have been violated; (2) the statement of facts comprising the violation; (3) the requested remedy. The Court Executive Officer, or designee shall have thirty (30) days in which to investigate the issues and respond in writing to the grievance.

STEP 3: If the grievance is not resolved at Step 2 of this procedure, within twenty (20) days of the receipt of the STEP 2 response, or from the date when written response was due, the grievant or representative may appeal in writing to the Court Executive Officer requesting that the matter be submitted to mediation conducted by the State Mediation and Conciliation Services. The selection of the mediator shall be mutually agreed to by both parties. The decision of the Court Executive Officer, whether after a hearing or after review of the recommendation of the mediator, is final. Both parties shall make a good faith effort to resolve the grievance through the mediation process.

All grievances shall be presented and acted upon in a timely manner. However, with the mutual consent of the parties, the time limitation for any step may be extended.

## **SECTION 17 - ADVISORY ARBITRATION**

As an alternative procedure for the resolution of impasses, the Court and SEIU may, upon mutual agreement, including agreement as to procedure, submit matters in dispute in the course of the meet and confer process to advisory arbitration. Further, disputes arising in a context other than the meet and confer process, e.g. disputes relating to administration of this Memorandum, to formal complaints, to interpretations of codes, or ordinances dealing with employee rights and benefits shall, upon mutual agreement, be processed through an impasse procedure. Neither this Section nor the exercise of the option to utilize an impasse procedure shall be deemed as making any matter which is reserved to the Court as a right of management in the Employer-Employee Relations Policy a matter subject to the meet and confer process.

## **SECTION 18 - DISCIPLINARY ACTIONS**

### **18.1 Applicability**

These procedures are not applicable to temporary, contract or probationary employees except as specified in Section 18.8.

To initiate disciplinary action against a permanent, Court employee, the appointing authority must follow the provisions of Personnel Rules, Section 29. The appointing authority must submit to the employee a written notice of intent to take disciplinary action and file a copy with the Court Executive Officer. The notice must state specifically the reason(s) for the action and explain the employee's "Skelly" rights of appeal.

### **18.2 Request for Hearing**

The employee may appeal the proposed action and request a hearing by responding in writing to the appointing authority within seven (7) calendar days of receipt of the notice. Upon receipt of a timely response, the appointing authority shall schedule and conduct a "Skelly" hearing as soon as possible.

### **18.3 Rights of Access**

The employee shall be given access to copies of all materials supporting the proposed action and shall be provided with copies upon request.

### **18.4 Representation**

The employee may be represented at the hearing by a representative of the employee's choice.



#### 18.5 Conduct of Skelly Hearing

The appointing authority or designee shall be the hearing officer at the informal "Skelly" hearing. Upon consideration of all materials and discussions presented at the hearing, the appointing authority may determine to uphold, modify, or revoke the proposed disciplinary action.

#### 18.6 Order of Disciplinary Action

If the employee does not respond to the notice of intent within the prescribed time limits, or if, after hearing, the appointing authority determines that disciplinary action is appropriate, the appointing authority shall submit to the employee a written order of disciplinary action. The order shall state the proposed action, the reasons for the action, and the employee's rights of appeal.

#### 18.7 Appeal of Order of Disciplinary Action

The employee or designated representative, within seven (7) calendar days after the order is furnished to the employee, may appeal the order in writing to the Court Executive Officer.

Appeal hearings shall be conducted in accordance with Personnel Rule, Section 29C.

By mutual agreement between the employee, or designated representative and the Court Executive Officer, or designee, the matter may be submitted to the State Mediation and Conciliation Services (SMCS) to attempt to resolve the issue.

#### 18.8 Part-Time Employee Serious Discipline Appeal Procedure

The procedures described herein shall be the sole procedure to appeal the serious discipline (as defined in Personnel Rules, Section 29A) of Part-time employees. This appeal procedure shall not be available for any type of employment action that does not constitute Serious Discipline as defined in this Agreement.

##### A. Eligibility

Employees designated as "Part-time" who have worked a minimum of 1300 hours in the prior calendar year and have a total of 2080 hours of unbroken service (not taken off payroll).

##### B. Review Process

Part-time employees who have been subjected to Serious Discipline may request a review meeting by submitting a written request to the appointing authority of the employee's department within seven (7) calendar days of being notified of the Serious Discipline. The Serious Discipline of the Part-time employee shall not be stayed or delayed pending completion of the review meeting.

Upon receipt of the request for a review meeting, the Court shall provide a statement setting forth the reasons for the Serious Discipline and the materials supporting the decision. The Part-time employee may be represented at the review meeting by a representative of his or her choice.

After completion of the review meeting, the reviewing manager shall determine whether there was a sufficient basis for the Serious Discipline. The reviewing manager shall then affirm, modify, or revoke the Serious Discipline in a written decision setting forth the basis for the decision. This decision shall be final, binding and non-appealable.

## **SECTION 19 - SUPERSESSION AND MODIFICATION CLAUSE**


Except as may hereinafter be agreed to in writing, and except for the Court Employer-Employee Relations Policy and Court Personnel Rules, this Memorandum of Understanding contains the sole and entire agreement between the parties. It supersedes any and all other previous Memoranda of Understanding between the parties and incorporates by reference all such previous memoranda between the designated representatives of members of this representation unit and the Court and also supersedes and incorporates by reference any and all Resolutions and Board orders adopted by the San Joaquin County Board of Supervisors which were adopted to implement any Memorandum of Understanding between the designated representatives of members of this representation unit and the County and/or the Court; other terms and conditions of employment not specified herein shall remain as they are for the term of this Memorandum of Understanding except that where the language of such Memoranda or such other terms and conditions of employment not specified herein conflicts with, or is different from, the language contained in this Memorandum, this Memorandum shall prevail and apply. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein. No waiver or modification of this agreement or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto; no officer, employee or agent of the Court has any authority to waive or modify this agreement or any covenant, condition or limitation herein contained without the express prior approval of the Court.

DATED June 1, 2018

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

By   
Rosa Junqueiro, Court Executive Officer

By   
Adrienne Forshay


By   
Stephanie Bohrer

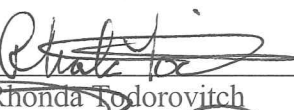
By   
Teresa Provencio

By   
Nicole Lee

SERVICE EMPLOYEES  
INTERNATIONAL UNION  
(SEIU) Local 1021

By   
Timothy Robinson


By   
Heather Romuar

By   
Rhonda Todorovitch

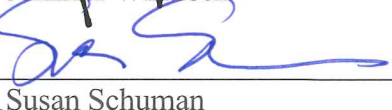
By   
Teresa Trigg

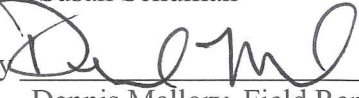
By   
Dani Jeitz

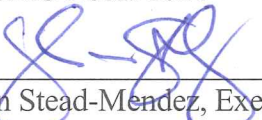
By   
Elena Anaya

By   
Dianna Gonsalves

By   
Jennifer Whitlock

By   
Susan Schuman

By   
Dennis Mallory, Field Representative  
SEIU Local 1021

By   
John Stead-Mendez, Executive Director  
SEIU Local 1021

AGREEMENT BETWEEN THE  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021  
AND  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN

**Purpose:**

This is an agreement between the Service Employees International Union, Local 1021 (SEIU) and the Superior Court of California, County of San Joaquin (Court), outlining the San Joaquin County Reporters electronic filing of transcripts pilot project (Pilot Project). SEIU is the exclusive representative of Court-employed Court Reporters (Reporters).

**Overview:**

The Pilot Project is designed to utilize existing technology to provide the Court with original paperless certified reporters' transcripts. The goals of this Pilot Project are:

- A. Allow for reduction in total overhead costs through electronic delivery of original certified transcripts of court proceedings; and provide equal access to all stakeholders through the use of a technologically advanced system for the storage and retrieval of certified transcripts submitted by Reporters;
- B. Provide the Reporters an efficient and effective tool and method to store and submit their original certified transcripts electronically to the Court as required by law, and as outlined in this agreement.

**Pilot Project Duration:**

The Pilot Project shall commence on Monday, June 4, 2018 and expire on Monday, December 31, 2018. After five (5) consecutive months have elapsed, SEIU and the Court may request to meet to discuss whether to extend the Pilot Project beyond the expiration date. SEIU and the Court agree that the Pilot Project shall only be extended by mutual agreement of the parties. These discussions shall not impose meet and confer obligations or be deemed as a reopening of the contract.

**SEIU and the Court agree to the following:**

1. All Reporters shall participate in electronic filing.
2. The Reporters will arrange for the website-based repository YesLaw to design and provide, at no charge to the Court, a desktop interface for the Court's use to download the Reporters' electronic transcripts.
3. The Reporters will pay all fees associated with YesLaw, including but not limited to:
  - a. Design and provide a desktop interface for the Court's use to download the Reporters' electronic transcripts;
  - b. Repository for storing the Reporters' electronic transcripts;
  - c. Modification of the desktop interface to meet the Court's needs on an as needed basis;
  - d. Unlimited number of Court access credentials;
  - e. YesLaw technical support and training for Judicial Officers and Court staff; and
  - f. Receipt of Reporters' transcripts via the YesLaw repository.
4. The parties agree to work out business processes, including but not limited to:
  - a. Interface data;
  - b. Repository;
  - c. Timelines;

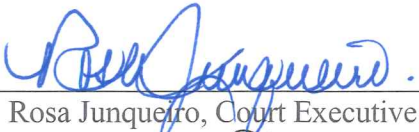
- d. Transcript naming conventions and submission; and
- e. Courtesy copy of transcripts.


Reporters shall begin electronic delivery of transcripts on a date agreed to by both parties after completion of the YESLAW interface, repository, training and business process development.

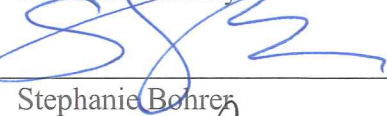
- 5. Use of the Court's wireless internet system will be made available to Reporters uploading their electronic transcripts to the YesLaw repository.
- 6. Reporters shall not waive any rights pertaining to transcripts (originals or copies) that are electronically delivered.
- 7. All transcripts delivered electronically shall be compensated at the same rate as if they were on paper pursuant to California Government Code §69950 and §69954, as amended. For co-defendant matters or defendants with multiple cases, one transcript shall be electronically submitted per case number.
- 8. The Reporters understand and agree that the Court may print the electronically delivered transcript as needed for the Court's own internal use, without incurring any further monetary obligation to the Reporters who provided that transcript. The Court otherwise agrees to not provide any form of the transcripts, in either electronic or paper form, to any other party.
- 9. Regular monthly meetings between the parties shall be conducted to address any concerns from all parties unless the parties mutually agree to forego or delay such meetings. Meetings between the parties shall be face-to-face meetings.
- 10. The contact person(s) designated for concerns of Reporters and SEIU shall be Dennis Mallory and Abby Fields, or their designee.
- 11. The contact person(s) designated for concerns for the Court shall be Teresa Provencio and Jacob Montez, or their designee.

DATED June 1, 2018

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN JOAQUIN

By   
Rosa Junqueiro, Court Executive Officer


By   
Adrienne Forshay

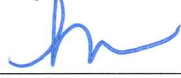
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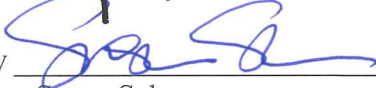
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