SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO

MEMORANDUM OF UNDERSTANDING

PROFESSIONAL UNIT

APRIL 27, 2011 TO DECEMBER 31, 2012

PREAMBLE 1
ARTICLE 1 RECOGNITION 2
ARTICLE 2 NO DISCRIMINATION 3
ARTICLE 3 MANAGEMENT RIGHTS 4
ARTICLE 4 UNION SECURITY 5
A. Agency Shop 5
B. Union Dues/Service Fees 5
C. Religious Exemption 5
D. Financial Reports 6
E. Payroll Deductions and Payover 6
F. Programming Fee 6
G. Hold Harmless 6
H. Waiver of Election for Newly-Represented Employees and New Representation Units 6
ARTICLE 5 UNION RIGHTS 7
A. Release Time 7
B. Bulletin Boards 7
C. Notices of Recruitments 7
ARTICLE 6 HOURS OF WORK 8
A. Work Day 8
B. Workweek 8
C. Rest Periods 8
D. Duties Imposed on Officers and Employees to be Performed; Staggering of Hours of Employment 8
E. Lunch Period 8
ARTICLE 7 PROBATION PERIOD/RETURN TO VACANT POSITIONS 9
A. Probation Period 9
B. Return to Vacant Positions 9
ARTICLE 8 SALARY AND OTHER COMPENSATION 11
A. Salary 11
B. Equity Adjustment 11
C. Pay for New Employees 11
D. Salary Upon Re-Employment 11
E. Merit Salary Increases Within Range 11
F. Salary Upon Promotion 12
G. Salary Upon Transfer 12
H. Salary Upon Demotion 13
I. Salary Upon Reclassification 13
J. Working Out-Of-Class 14
K. Changes in Salary Allocation 14
L. Salary Payment Procedure 14
M. Bilingual Pay Differential 14
N. Longevity Compensation 15
O. Attorney State Bar Membership 16
ARTICLE 9 OVERTIME AND CALL DUTY 17
A. Overtime 17
ARTICLE 10 LEAVES AND AUTHORIZED TIME OFF 19
A. Vacation 19
B. Sick Leave 20
C. Catastrophic Leave Contribution Program 21
D. Maternity Leave 22
E. Family Leave 22
F. Bereavement Leave 22
G. Leave of Absence Without Pay 23

H. Time Off For Authorized Purposes....24
I. Military Leave of Absence....24
J. Jury Duty....25
K. Witness Leave....25
L. Administrative Leave....26
M. Continuing Education....26
N. School Leave....27
ARTICLE 11 HOLIDAYS....28
A. Eligibility....28
B. Holiday Compensation....28
C. Holidays....28
ARTICLE 12 CONVERTED EXTRA-HELP EMPLOYEES....30
ARTICLE 13 REGULAR EMPLOYEES SERVING IN LIMITED-TERM APPOINTMENTS....31
ARTICLE 14 LIMITED-TERM STATUS EMPLOYEES....32
ARTICLE 15 INSURANCE AND SERVICE PLANS....33
A. Medical Benefit Plans....33
B. Dental Benefit Plans....34
C. Vision Benefit Plans....34
D. Life Insurance....34
E. Pre-tax of Medical, Dental and Vision Premium Costs....34
F. Flexible Spending Accounts....34
G. Cash Option In Lieu of Court-sponsored Medical Insurance....35
ARTICLE 16 DEFERRED COMPENSATION PROGRAM....36
ARTICLE 17 RETIREMENT PLAN....37
A. Plan and Benefits....37
B. Employer "Pick-Up"; Internal Revenue Code 414(h)(2)....37
C. Payment of Employees' PERS Contributions....38
ARTICLE 18 WORKERS' COMPENSATION & STATE DISABILITY INSURANCE & TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES....39
ARTICLE 19 SAFETY....41
ARTICLE 20 DISCIPLINARY PROCESS....42
A. Policy Statement....42
B. Grounds for Discipline....42
C. Types of Discipline....42
D. Appeal Process....43
ARTICLE 21 GRIEVANCE PROCEDURE....48
A. Definition....48
B. Compensation Complaints....50
ARTICLE 22 MILEAGE REIMBURSEMENT....51
A. Amount of Reimbursement....51
B. Claims....51
C. Authorized Use - Official Court Business....51
D. Evidence of Insurance....51
E. Transfers....52
ARTICLE 23 TUITION REIMBURSEMENT PROGRAM....53
A. Objective....53
B. Eligibility of Employees for Tuition Reimbursement....53
C. Policy for Tuition Reimbursement....53
D. Nature of Reimbursement....54
E. Procedure for Tuition Reimbursement....54
F. Continued Service Requirement....55

ARTICLE 24 CONFLICT OF INTEREST 56
ARTICLE 25 NO STRIKE/NO LOCKOUT 57
ARTICLE 26 SEPARATION THROUGH LAYOFF 58
A. Determining the Need for Layoff 58
B. Length of Service (Seniority) 58
C. Order of Layoff & Displacement 59
D. Furlough Days without Pay 61
ARTICLE 27 AMERICANS WITH DISABILITIES ACT (ADA) 62
ARTICLE 28 PERSONNEL FILES 63
ARTICLE 29 CONTRACTING OUT 64
ARTICLE 30 CLASSIFICATION STUDIES 65
ARTICLE 31 SEVERABILITY 66
ARTICLE 32 TERM 67
ARTICLE 33 LABOR/MANAGEMENT COMMITTEE 68
ARTICLE 34 REIMBURSEMENT FOR CONTINUING EDUCATION 69
ARTICLE 35 REOPENER 70
APPENDIX "A" EMPLOYEE RECOGNITION PROGRAM 72
APPENDIX B 2011 ALPHABETICAL LIST OF CLASSES AND WAGES 73

PREAMBLE

This Memorandum of Understanding, hereinafter referred to as the MOU, entered into by the SUPERIOR COURT OF CALIFORNIA, COUNTY OF SOLANO, hereinafter referred to as the Court, and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the Court and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment pursuant to the provisions of the Trial Court Employment Protection and Governance Act (Government Code § 71600, et seq.).

ARTICLE 1 RECOGNITION

A. The Court recognizes the Union as the recognized employee organization for:
Professional Unit

B. The Union recognizes the Court Executive Officer or his/her designee as the Court's designated representative for negotiations.

C. As specified in the Employer-Employee Relations Rules and Regulations, Article 4, Section 14, the Court and the Union have entered into the process of meeting and conferring on salaries, employment benefits, and other terms and conditions of employee in accordance with Section 71630 et seq., of the California Government Code.

D. This MOU applies to the classifications listed in Appendix B.

ARTICLE 2 NO DISCRIMINATION

A. There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, age or legitimate union activities against any employee or applicant for employment by the Union or by the Court or by anyone employed by the Court; and to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

ARTICLE 3 MANAGEMENT RIGHTS

A. Except as expressly modified or restricted by a specific provision of this MOU, all managerial rights are retained and vested exclusively in the Court, including but not limited to, the right: to hire, terminate, discipline, promote, transfer, layoff, and recall employees; to determine the numbers of employees to be employed and their qualifications; to assign and direct work; to determine the personnel, methods, means and facilities by which operations are conducted; to maintain the efficiency of operations; to coordinate, consolidate and merge the Court and support staff; to determine Court services; and to establish the hours of operation of the Court.

ARTICLE 4 UNION SECURITY

A. Agency Shop

As a condition of continuing employment, employees shall become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such a service fee shall be established by the Union and shall not exceed that portion of the Union's dues and initiation fees (hereinafter collectively termed "service fee") paid by members of the Union as are expended by the Union in fulfilling its responsibility for representing members of the bargaining unit in the negotiation and administration of the MOU. Initiation fees shall only apply to employees hired after implementation of this agreement. The Union shall comply with the rules governing the establishment of agency shop fees as set forth in the U.S. Supreme Court's decision in Chicago Teachers Union v. Hudson.

B. Union Dues/Service Fees

Any employee hired by the Court subject to this MOU on or after the date of implementation of this agreement shall be provided, through the employee's department, with an authorization form advising the employee that the Court has entered into an Agency Shop agreement with the Union and that all employees subject to the MOU must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Court Human Resources Department.

1. If the form is not completed properly and returned within five working days, the Court shall commence and continue a payroll deduction of service fees from the regular biweekly pay of such employee. The effective date of Union dues, service fee deductions or charitable contributions for such employees shall be the beginning of the first pay period of employment. Initiation fees shall be deducted in not more than four equal installments in successive pay periods, beginning with the first full pay period.

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

C. Religious Exemption

Any employee of the Court subject to this MOU who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body, or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Union within fifteen days of receipt by the Court. The Union shall have fifteen days after receipt of a request for a religious exemption to challenge any exemption granted by the Court Executive Officer or designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. The Court shall provide the Union, on a quarterly basis, a list of all persons making charitable deduction payments.

D. Financial Reports

Local 1021 shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the Court Executive Office once annually.

1. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this MOU at the Office of the Union.

2. Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency service fee deductions, without jeopardy to the employee, until said report is filed.

E. Payroll Deductions and Payover

The Court shall deduct Union dues or service fees and premiums for approved insurance programs from employees' pay in conformity with applicable law. The Court shall promptly pay over to the designated payee all sums so deducted.

1. The Court will provide a list of employees newly hired into or separated from positions represented by the Union on at least a monthly basis. The Court will also provide the Union with copies of signed dues deduction authorization forms and dues deduction withdrawal requests on a monthly basis.

2. Union Committee on Political Education– the Court agrees to provide a payroll deduction for members to make a voluntary bi-weekly contribution to the Union Committee on Political Education (COPE).

3. The Court will provide a hard copy to the Union including information on employees' names, department, unit, and classification to coincide with the regular pay frequency of employee pay.

F. Programming Fee

The Union shall reimburse the Court for actual, reasonable, and necessary costs, if any occur, of reprogramming in order to implement this MOU. Such costs shall not exceed the Union's prorated share of such costs, to be determined by dividing the total number of Court employees subject to agency shop and by multiplying this quotient times the total cost.

G. Hold Harmless

The Union shall indemnify, defend, and hold harmless the Court, it's officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this Article. In no event shall the Court be required to pay from its own funds Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

H. Waiver of Election for Newly-Represented Employees and New Representation Units

The accretion of classifications and/or employees to bargaining units set forth in this MOU shall not require an election for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within this MOU shall also not require an election for the application of this Agency Shop to such units.

ARTICLE 5 UNION RIGHTS

A. Release Time

If the President of the Union is a member of one of the units covered by this MOU, the Court will allow up to eight (8) hours per pay period of paid time away from work to conduct Union business in the administration and application directly related to this MOU. The President shall obtain written approval in advance from his/her immediate supervisor prior to leaving work, in accordance with Court policy. Any expenses incurred by the President shall be borne by the Union. Reasonable adjustment shall be made to the President's workload to accommodate the release time provided for Union business.

The Union shall designate a reasonable number of stewards to assist in resolving grievances. Employees designated as stewards may be relieved from their assigned duties with prior approval by their supervisor to assist an employee to investigate and present a grievance provided the release time is scheduled for reasonable times agreeable to all parties. The Court shall provide a maximum of eight (8) hours per year for newly appointed stewards and a maximum of four (4) hours for all other stewards for the purpose of Union training in cooperative employer-employee relations techniques directly related to the administration or application of this MOU.

The Union shall annually, in January, provide a list of stewards to the Court Executive Officer. The Union shall inform Court Human Resources in writing of any additions or deletions of individual stewards within thirty (30) days of such a change.

With the prior approval of the immediate supervisor, the Court will provide a Union designated Employee Representative in Fairfield and a Union Employee Representative in Vallejo the opportunity to contact each new hire within thirty (30) days of the date of hire. Such contacts shall not exceed one hour per month per representative. Such contact will be at the expense of the representative.

B. Bulletin Boards

Recognized employee organizations may use designated bulletin board space to post official business of the employee organization, excluding materials regarding matters about which the Court and the Union are in dispute. Inappropriate, libelous, or offensive material will not be permitted. In addition, posted material shall not be visible to the public and posted material shall not be of a partisan political nature, nor shall it pertain to public issues that do not involve the court or its relations with court employees. A copy of the material being posted will be provided to the Court Executive Officer or designee within one (1) business day of being posted. Any material posted is subject to the review and approval of the Court Executive Officer or designee, and the Court reserves the right to remove objectionable material(s) after consultation with the Union.

C. Notices of Recruitments

The Court agrees to mail all job recruitment and transfer notices to the Union Office.

1. The Court will notify employees of all job announcements and transfer announcements within the Court.

2. The Court will notify employees of their examination score and rank on promotional lists, consistent with the Superior Court, County of Solano Personnel Policies.

3. Employees submitting employment applications will be notified by the Court, by telephone or in writing, if the application does not demonstrate that the employee meets the minimum qualifications (MQs) for the job.

4. Prior to releasing an announcement that a position has been filled, the Court will notify any internal candidates by telephone.

ARTICLE 6 HOURS OF WORK

A. Work Day

Except as may be otherwise provided by order of the Court, eight (8) to ten (10) hours of work shall constitute a day's work for all regular and probationary full-time employees. The lunch period shall not be considered part of the workday.

B. Workweek

1. Except as may be otherwise provided, the official workweek shall be forty (40) hours beginning at 00:01 hours on. Sunday and ending at 24:00 hours on Saturday. The workweek schedule shall normally consist of five (5) workdays of eight (8) hours work each. However, workweek schedules may be established which differ from the normal schedule, upon approval of the Court Executive Officer. It shall be the duty of each division manager to arrange the work of his/her division so that each employee therein shall work no more than forty (40) hours in any workweek; except, that a division manager may require any employee of his/her division to temporarily perform service in excess of forty (40) hours when public necessity or convenience so requires.

2. Alternative Workweek/Work hours -- Alternative workweeks shall be instituted as a result of an agreement between the Union and the Court Executive Officer, specifying the terms and conditions of the workweek schedule. Each employee on the alternative workweek schedule should sign and receive a copy of the agreement. Establishment of any new workweek/work hours shall require completion of any required meet and confer process and the approval of the Court Executive Officer.

C. Rest Periods

Each employee shall be entitled to take one fifteen (15) minute rest period for each four (4) hours of work performed. If not taken, a rest period is waived by the employee. Authorized rest period time taken shall be counted as time worked.

D. Duties Imposed on Officers and Employees to be Performed; Staggering of Hours of Employment

Nothing contained in this MOU shall prevent, relieve, or otherwise excuse any Court employee from the performance of any duty imposed upon him/her by applicable law or from the rendering of service at such times and places as is necessary in order to properly perform the functions of his/her office or employment. The Court Executive Officer is empowered to stagger, rearrange, and adjust the hours of employment of employees in such a manner as to enable them to keep their offices open at all times required.

E. Lunch Period

Unless otherwise determined by the Court, a lunch period of at least 30 minutes will be taken at approximately the mid-point of each workday.

ARTICLE 7 PROBATION PERIOD/RETURN TO VACANT POSITIONS

A. Probation Period

1. Following each new appointment, the employee shall serve a probation period of 2,080 work hours, in which the employee must demonstrate competent performance in assigned duties and responsibilities. Employees hired prior to May 1, 2011, will serve an initial probation period pursuant to the language in Article 7 A 1 of the MOU for the period January 26, 2010 through December 31, 2010. Employees, except Courtroom Clerks, will serve a promotional probation period of 1,040 hours. Courtroom Clerks will serve a probation period of 2,080 hours. A new employee in probationary status may be separated from service at any time during the probation period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination.

2. On the recommendation of the supervisor and concurrence of the Court Executive Officer or designee, the Court may continue the probation period to appraise the performance of the employee for an additional 1040 work hours.

3. Any leave-of-absence with or without pay, military leave-of-absence, or jury duty exceeding seven (7) calendar days shall cause the employee's probation period to be extended by an amount equal to the number of work hours during which the employee was on leave-of-absence with or without pay, military leave, or jury duty.

4. There shall be a written evaluation of the employee's job performance on or about 520 work hours, on or about 1040 hours, and a written evaluation prior to completion of the probationary period. The concluding performance evaluation will include a formalized merit rating. Probationary performance evaluations shall be discussed with the employee.

5. The probation period may not be extended except as provided in Subsection 2 above. An employee who is permitted by his/her supervisor or division manager to work beyond the end of the probation period shall be deemed to have passed the employee's probation period.

6. New and re-employed employees who have not completed their initial probationary period are eligible for promotion.

7. Rejection During Probation:

   a. A probationary employee may be separated from service at any time during the probation period without right of appeal or hearing unless the employee alleges that such separation was based upon discrimination. In such cases, the appeal and hearing shall be processed in accordance with Article 21 of this MOU.

   b. Notwithstanding any other provisions of this Section, an employee who has completed the probationary period following initial appointment, but fails to complete the probationary period for a position to which he/she has been promoted, demoted or transferred shall have the right of appeal in accordance with Article 21 of this MOU.

B. Return to Vacant Positions

1. Any employee who (1) has completed an initial Court probationary period and obtained regular status; (2) is promoted from one class to another; and (3) fails the promotional probation period, shall be restored to the classification held immediately prior to promotion if a position in that class is vacant. This includes restoration of the employee's former salary, merit increase eligibility date, and all other benefits to which the employee would have been entitled if the promotion had not occurred.

2. Notwithstanding any other provisions of this Memorandum of Understanding, a regular employee who has not completed an initial Court probationary period and obtained regular status and is rejected during the probation period from a position to which he/she had been promoted or transferred may be restored to his/her former position. Such restoration is not mandatory, but is optional at the discretion of the Court Executive Officer, within the limits of available authorized positions.

3. If an employee cannot be restored to the former class:

   a. The employee may be appointed by the Court Executive Officer to any other vacant position in any class provided:

      1) the class is in the same bargaining unit as the former class;

      2) the employee meets the minimum qualifications for the class;

      3) the salary range for the class does not exceed the range of the class held immediately prior to promotion;

   b. The employee will serve a new probationary period.

   c. The employee's name will be placed on the current or continuous eligible list for that classification held immediately prior to promotion. The employee's name will be certified along with the regular number of applicants to vacancies in the class until the employee is selected or the eligible list is abolished.

ARTICLE 8 SALARY AND OTHER COMPENSATION

A. Salary

Effective the first full pay period after ratification of the contract, employees shall receive a one-time payment equivalent to two percent (2%) of the employee's annual base wages.

B. Equity Adjustment

Retained for future use.

C. Pay for New Employees

1. New Court employees shall generally be appointed at the first step of the salary range established for the class to which the appointment is made.

2. The Court Executive Officer or designee may fill a position at any step above the minimum of the salary range. Such a determination shall be based on the applicant's experience specific to the position being filled, as well as the needs of the Court.

D. Salary Upon Re-Employment

1. A former employee, off probation at the time of separation may, upon the approval of the Court Executive Officer, be returned to the step the employee held at time of separation.

   Subsequent merit increases shall follow the normal time period progression between steps.

2. <u>An employee who voluntarily separates and:</u>

   a. is subsequently re-employed in the Court;

   b. begins work within a period of not more than 180 calendar days from the last day he or she previously actually worked for the Court;

   c. completes a new probationary period; and

   d. either did not withdraw from PERS or "bought-back" his/her Court PERS service credits, shall, upon approval by the Court Executive Officer, have continuous service credited to him or her for purposes of vacation and longevity pay eligibility. Prior service restored shall not apply toward seniority for lay-off purposes, floating holidays, step raise eligibility or any benefit other than vacation and longevity pay eligibility.

E. Merit Salary Increases Within Range

1. A merit salary increase shall consist of one step on the range for the class.

2. Merit salary increases shall not be automatic, but shall be given only upon the affirmative action of the Court Executive Officer or designee.

3. Every employee in a regular or part-time position shall have a merit salary increase eligibility date effective upon completion of the paid hours, excluding overtime, in the chart below.

After	2080 Paid Hours	2080 Paid Hours	2080 Paid Hours	2080 Paid Hours
Salary Range Steps	2	3	4	5

Employees hired on or before May 1, 2011, shall have merit eligibility dates pursuant to the language in Article 8 E 3 in the MOU for the period January 26, 2010 through December 31, 2010.

The granting of any leave of absence without pay, other than military leave, exceeding seven (7) consecutive calendar days in a pay period shall cause the merit increase eligibility date to be extended until the required number of paid hours have been completed.

4. There shall be a written evaluation of the employee's job performance prior to the merit salary eligibility date which shall be discussed with the employee and which shall include a recommendation to grant, deny or defer the merit increase.

5. In the event an employee receives an overall rating of either unacceptable or improvement needed on his/her evaluation and the merit salary increase is denied, such employee must be re-evaluated no later than 320 paid hours following the scheduled merit salary increase eligibility date. If the employee shows no improvement, the Court will comment on any action to be taken. Such evaluation shall be on forms and under procedures prescribed by the Court Executive Officer or designee.

6. If, in the Court Executive Officer's judgment, an employee's performance does not warrant a merit salary increase on the merit salary increase eligibility date, and a deferment of a decision accompanied by an intensive effort at improved performance might be productive, the Court Executive Officer shall complete the performance evaluation and defer a decision which shall not exceed 1040 hours. A merit increase may be deferred only once for any given step on the salary range for the class.

   The responsibility for reopening the matter by submitting another performance evaluation and recommendation shall lie with the Court Executive Officer. The employee must be re-evaluated within 320 hours following the scheduled merit increase eligibility date, but in any event the merit increase must be granted or denied prior to the deferment date, supplemented by a performance evaluation, which has been discussed with the employee. The employee's merit increase eligibility date shall not be changed by such deferment.

7. Should an employee's merit increase eligibility date be overlooked the employee shall be recommended for a merit salary increase and the Court shall compensate the employee for the additional salary he/she would have received dating from the merit salary increase eligibility date.

F. Salary Upon Promotion

Any regular or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the class or such higher amount as would constitute at least a one (1) step increase on the range over the salary received prior to the promotion, not to exceed the top step of the new range. The effective date of all promotions shall coincide with the first day of the pay period. All subsequent merit increases shall be governed by the provisions of Article 8.E., "Merit Salary Increases Within Range" of this MOU.

G. Salary Upon Transfer

When an employee within the Unit is transferred from one position to another in the same class, or another class with the same salary range and the same or a lower recruiting step, the salary and merit salary increase eligibility date shall not change.

H. Salary Upon Demotion

1. When a regular employee is demoted for reasons of unsatisfactory performance, the employee's salary shall be reduced one step, or he/she shall receive the maximum step of the range of the new class, whichever is lower. His/her merit increase eligibility date shall be the first day of the pay period following completion of the number of hours of service which corresponds with the required period under the provisions of Article 8.E., "Merit Salary Increases Within Range" of this MOU.

2. When a regular employee in good standing is demoted to a position in a lower class for physical disability or reasons other than unsatisfactory performance he/she shall receive the highest salary in the new range that does not exceed his/her rate of pay immediately prior to demotion and shall retain the merit increase eligibility date to which he/she was entitled prior to demotion.

3. When a probationary employee is demoted to a class not previously occupied by the employee, he/she shall receive the recruiting salary for the lower class and shall receive a new merit increase eligibility date as provided by the provisions of Article 8.E. of this MOU. A promotional probationary employee demoted to a class formerly occupied in good standing shall have the step status, probationary status and merit increase eligibility he/she would have achieved if he/she would have remained in the lower class throughout the period of his/her service in the higher class.

I. Salary Upon Reclassification

The salary of an incumbent regular or probationary employee in a position, which is reclassified, shall be determined as follows, if the incumbent remains in the position that is reclassified:

1. If the position is reclassified to a class with the same salary range, the salary and the merit increase eligibility date of the employee shall not change.

2. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by the provisions of Article 8.F., Salary Upon Promotion, of this MOU.

3. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be determined as follows:

   a. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.

   b. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

Years of Continuous Regular Service	Effective Date of Salary Change
Less than 5	2 years from date of reclassification
5 but less than 10	3 years from date of reclassification
10 but less than 15	4 years from date of reclassification

Years of Continuous Regular Service	Effective Date of Salary Change
15 but less than 20	5 years from date of reclassification
20 but less than 25	6 years from date of reclassification

J. Working Out-Of-Class

1. It is the intent of this article to provide appropriate compensation to employees working out-of-class from the beginning of the third pay period of such assignment and continuing for the duration of such assignment.

2. A Court manager may assign an employee the duties of another position in a higher classification which will require the duties of the position to be performed by the individual for a period of not less than two (2) pay periods. Such out-of-class assignment shall not be considered a promotion. That individual shall receive the first salary step for the class or such higher amount as would constitute at least a one (1) step increase on the range over the salary received prior to the assignment not to exceed the top step of the new range.

3. If the employee is eligible for a merit increase in the class occupied prior to the out-of-class assignment, such employee will be eligible for a step increase on the out-of-class assignment.

4. An employee who has satisfactorily performed in an Out-of-Class assignment in a vacant position and who is subsequently and contiguously hired or promoted into that assignment shall have the time spent working out of class counted toward the required probation period.

K. Changes in Salary Allocation

If a class is reallocated to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he/she was receiving in the range to which the class was previously allocated.

L. Salary Payment Procedure

Employees shall be paid every other Friday.

M. Bilingual Pay Differential

1. <u>Eligibility:</u>

   a. Any bilingual person employed in a designated public contact position which has been assigned duties involving regular and frequent use of bilingual skills shall be eligible to receive the additional compensation.

   b. Regular and frequent use shall mean using the skill on the average of once per workday and/or fifty percent (50%) of the time. However, exceptions can be made at the discretion of the Court Executive Officer for unique circumstances.

   c. The provisions of this Section shall be limited to those employees occupying regular or probationary full-time positions.

d. The provisions of this Section shall not apply to supervisory positions with the exception of working supervisors who spend at least fifty percent (50%) of their time in direct contact with the public.

e. The compensable second languages shall be limited to those required in the delivery of public services to the various target groups within the Court (e.g., Spanish, Filipino, American Sign Language).

2. Bilingual Differential Payment:

a. Effective the first full pay period following ratification, designated employees shall be eligible to receive additional compensation at the rate of $60.00 per pay period for the calendar year 2009 and $65.00 per pay period for calendar year 2010.

b. Such compensation shall be effective the first day of the payroll period following certification by the Court Executive Officer that the employee is eligible to receive the bilingual differential.

3. Termination of Bilingual Differential:

The bilingual differential allowance shall cease when any of the following occurs:

a. The employee terminates his/her employment with the Court.

b. The employee is released from Court employment.

c. The position is determined to no longer require bilingual skill.

d. The employee is assigned to a position not requiring the bilingual ability.

An employee who is on leave of absence without pay during a pay period shall receive the bilingual differential prorated to the time worked during the pay period.

4. Procedures for Requesting the Bilingual Differential Allowance:

a. Recommendations for bilingual appointments shall be submitted to the Court Executive Officer and shall include:

1) Name and class of each employee recommended for duties requiring bilingual skills.

2) A description of the bilingual duties to be performed by each employee in sufficient detail to indicate second language to be utilized, purpose, nature and frequency of use.

3) Location of assignment.

b. The Court Executive Officer shall evaluate the recommendation and approve or deny the request.

c. An employee may appeal a denial of the request by the Court Executive Officer to the Judges' Personnel Committee which shall make a final decision to approve or deny the request.

N. Longevity Compensation

1 All employees employed in regular full-time positions, upon the completion of ten (10) years continuous full-time service or 20,800 hours for part-time employees, shall be entitled to a two and one-half percent (2½%) increase in compensation; additionally, employees who complete twenty (20) years of continuous full-time service or 41,600 hours for part-time employees, shall be entitled to an additional two and one-half percent (2½%) increase in compensation (a total of 5%) over the rate for the class in which employed; additionally, employees who complete twenty-five (25) years of continuous full-time service or 52,000 hours for part-time employees, shall be entitled to an additional two and one-half percent (2½%) in compensation (a total of 7½%) over the rate for the class in which employed; additionally, employees who complete thirty (30) years of continuous full-time service or 62,400 hours for part-time employees shall be entitled to an additional two and one-half percent (2½%) increase in compensation (a total of 10%) over the rate for the class in which employed.

2. In recognition of extended service to the Court, employees shall receive one eight (8) hour Court service recognition day upon each of the following anniversary dates of continuous full-time Court Service.
   - 15th Anniversary Date
   - 20th Anniversary Date
   - 25th Anniversary Date
   - 30th Anniversary Date

3. Upon qualifying for longevity increase, any further pay increase shall be in the addition thereto, and not restricted or reduced by reason of the longevity increase.

O. Attorney State Bar Membership

Employees in the classification of Staff Attorney, Senior Staff Attorney, Assistant Family Law Facilitator, and Domestic Violence Services Coordinator may request the Court pay their annual membership dues in the California State Bar by timely submitting their dues statement to the Court at least thirty (30) days prior to the deadline, according to Court procedures.

An employee who has had his/her annual bar dues paid by the court and who separates from the Court prior to the end of the dues period, agrees to have a pro-rated portion of his/her dues withheld from his/her final paycheck.

ARTICLE 9 OVERTIME AND CALL DUTY

A. Overtime

1. Overtime Work Defined:

   a. For employees not exempt from the Fair Labor Standards Act (FLSA), overtime work shall be defined as all work specifically authorized by the Court Executive Officer or designee that is performed in excess of forty (40) hours per workweek.

   b. Off-duty time spent as a witness in Court in connection with regular duties as a Court employee shall be considered overtime, except as may otherwise be provided in this MOU.

   c. Time worked beyond the official forty (40) hour workweek shall not be considered overtime unless it has been specifically ordered or authorized by the Court Executive Officer or designee.

   d. Vacation time taken shall not be counted as time worked for purposes of overtime computation.

   e. Sick leave shall not be counted as time worked for purposes of overtime computation.

   f. Jury duty is not considered as time worked for purposes of overtime compensation.

   g. A paid holiday off shall be counted as time worked for purposes of overtime.

   h. CTO taken by an employee shall be counted as time worked for purposes of overtime computation.

   i. A pre-approved floating holiday off shall be counted as time worked for purposes of overtime.

2. Application of Overtime:

   a. If, in the judgment of the Court Executive Officer or designee, work beyond the official forty (40) hour workweek is required, he/she may order such overtime work. This overtime work will be compensated for as provided in this Section.

   b. Time worked as overtime shall not be counted as service time for purposes of employee benefits eligibility or accrual or probation or merit increase periods. Compensatory time off (CTO) taken by an employee may be used as part of the established workweek to earn employee benefits and to serve out probation and merit increase periods.

   c. No regular, probationary or limited-term employee may be employed in one or more positions, full or part-time, more than a total of forty (40) hours per week, excepting authorized overtime. Nothing in this Section is to preclude an employee from temporarily serving in another capacity in the event of an emergency provided he/she has the approval of the Court Executive Officer or designee.

   d. The Court will make every reasonable effort to assure that the opportunity to work overtime is made available on an equitable basis among all qualified employees.

3. Overtime Payment:

   a. Employees covered under the FLSA shall be paid for all work in excess of forty (40) hours in a workweek at one and one-half times their regular rate of pay. Employees may be granted

CTO at the rate of one and one-half hours off for each hour worked in lieu of overtime payment with the concurrence of the appropriate supervisor. Employees shall have the option of determining the method of overtime payment (cash or CTO) for the first forty (40) hours of overtime worked in each fiscal year.

b. When the Court establishes new classifications which are proposed to be assigned to a bargaining unit covered by this MOU, the Court will offer to meet and confer with the Union regarding the appropriate overtime code designation for such new classifications.

c. Payment for overtime shall be separately itemized on the paycheck.

d. Any CTO accumulated in excess of eighty (80) hours shall be taken off within the fiscal year in which it is earned. If the Court Executive Officer or designee is unable to schedule sufficient time off during the fiscal year, the employees' accrual balance shall be reduced to eighty (80) hours at the beginning of the next fiscal year and the employee paid for all hours reduced from his or her balance at the employee's applicable straight time rate in effect on the last full pay period in the outgoing fiscal year.

e. CTO taken by an employee shall be counted as time worked for purposes of overtime computation.

f. When an employee in a regular part-time position is required to work in excess of his/her regular work schedule during any week to cover seasonal peak workloads, emergency extra work loads of limited duration, necessary vacation relief and other similar situations, such work shall be compensated for at the employee's regular rate. For time worked in excess of forty (40) hours, the employee will be paid as provided in this Article.

ARTICLE 10 LEAVES AND AUTHORIZED TIME OFF

A. Vacation

1. Accrual:

a. Every employee in a full-time regular position shall accrue vacation benefits for each pay period of continuous service according to the following schedule:

Tier	Continuous Service Hours per Tier	Hours Accrued per Pay Period	Maximum Vacation Hours per Tier
1	0 - 6,240 hours	3.08 hours	160 hours
2	6,241 - 20,800 hours	4.62 hours	240 hours
3	20,801 - 41,599 hours	6.16 hours	400 hours
4	41,600 hours and above	6.47 hours	400 hours

Vacation accrual shall commence on the first day of employment. Vacation accruals are awarded at the end of each pay period, as part of the payroll process, provided the employee meets all eligibility criteria.

b. Every employee in a part-time regular position shall receive vacation benefits and maximum earned vacation accrual on a pro-rata basis.

c. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.

d. Employees who are terminating their employment for reasons other than paid Court retirement shall not use vacation leave or CTO as their termination date.

e. Employees are not eligible to take their earned vacation until they have completed 1040 hours of continuous service.

f. The Court Executive Officer shall be responsible for scheduling the vacations of his/her employees in such a manner as to achieve the most efficient functioning of the Court and of the Court service. The Court Executive Officer may establish procedures for scheduling vacations. Within the vacation scheduling procedures, Court-wide seniority will be used to break any tie between or among employees. No person shall be permitted to work as an employee for compensation during the time of his/her paid vacation from Court service.

g. Any person separating from Court service who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one quarter of an hour.

h. Employees terminating from Court service prior to becoming eligible to take earned vacation shall be paid for earned (accrued) vacation. For purposes of this section, sick leave and CTO shall be counted as days worked.

i. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.

2. Maximum Vacation

   Employees shall cease accruing vacation upon reaching the maximum earned vacation accrual listed in 10.A.1. In order to avoid employees not accruing additional vacation, prior to reaching the maximum earned vacation accrual, an employee may request use of vacation leave. If the requested vacation leave is denied, the Court Executive Officer shall allow the employee to continue to accrue up to twenty (20) hours above the maximum earned vacation accrual until vacation is scheduled and used.

B. Sick Leave

1. An employee who enters service of the Court in a regular position shall begin earning sick leave dating from the first day of employment.

2. Every employee holding a regular full-time position shall accrue 3.70 hours sick leave for each pay period of service. Sick leave accruals are awarded at the end of each pay period, as part of the payroll process, provided the employee meets all eligibility criteria.

3. Part-time employees shall accrue sick leave credit on a pro-rata basis.

4. No employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours.

5. Not more than eighty (80) hours of sick leave per calendar year may be granted to an employee for absence due to the care or attendance of ill or injured members of his/her immediate family. More than eighty (80) hours of sick leave per calendar year will be approved for any employee with a qualifying event under the FMLA, CFRA or other statute.

6. Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave, after accrued sick leave has been exhausted.

7. Separation from Court service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such separation, regardless of whether or not such person subsequently re-enters Court service. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of separation from employment, except as provided in paragraph 8 below.

8. Employees separating from Court service because of regular or disability retirement, death, release from Court employment as a result of permanent reduction in the number of authorized regular positions, or to take office as an elected County official, shall be paid for fifty per cent (50%) of their accumulated unused sick leave up to a maximum payment of 500 hours, up to the end of the last full pay period worked. The date of separation from employment shall be considered as the date certified by the Court Executive Officer as the last day worked, or the last day in an authorized leave without pay status, and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of separation.

9. For the purposes of this Article, a member of the immediate family is construed to mean the mother, mother-in-law, father, father-in-law, husband, wife, registered domestic partner, person assuming the role of the employee's spouse, son, daughter, brother, sister, grandmother or grandfather of the employee, or the minor child for whom the employee has custody.

10. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when the employee has a pattern of sick leave abuse or the supervisor has good reason to believe

the absence was for an unauthorized reason. A supervisor has good reason if, as a prudent person would also believe, the absence was for an unauthorized reason.

11. Holidays and scheduled days off will not be counted as part of Family Sick Leave used, if they occur in conjunction with a Family Sick Leave day taken off.

C. Catastrophic Leave Contribution Program

The Catastrophic Leave Contribution Program assists employees who have exhausted accrued leave time due to a serious or catastrophic illness or injury or other circumstances. The program will allow other employees to donate accrued vacation, Administrative Leave and/or CTO to the eligible employee so that he/she can remain in a paid status for a longer period of time.

1. Eligibility: - To be eligible for this benefit, the receiving employee must:

   a. Be a regular full-time or regular part-time employee who has passed his/her initial Court probationary period;

   b. Have exhausted all accumulated leave including, vacation, sick leave, administrative leave and/or compensatory time off;

   c. Be unable to return to work for at least 30 days measured from the employee's first day of absence after exhausting all accumulated leave; and

   d. Have applied and received approval for a Leave of Absence Without Pay.

2. Donating Leave Credits to the Catastrophic Leave Contribution Program

   a. Accrued vacation, CTO and Administrative Leave hours may be donated by any regular full or part-time employee who has completed his/her initial Court probationary period.

   b. Time donated will be converted from vacation, CTO or Administrative Leave hours to sick leave hours and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. For employees who are using leave for circumstances other than their own injury or illness, the donated hours will be converted to vacation.

   c. The total amount of time donated to one employee by another employee shall not exceed forty (40) hours. The total leave credits received by the employee shall not normally exceed three months; however, the Court Executive Officer may approve an extension to six months total time.

   d. Leave time donations must be a minimum of four hours. An employee cannot donate leave hours which would reduce his/her vacation balance to less than 40 hours.

   e. The use of donated leave hours will be in consecutive one-shift increments (i.e., 8 hours for a full-time employee working five eight-hour days/week).

   f. Under all circumstances, time donations made by the employee are forfeited once made. In the event the receiving employee does not use all transferred leave for the catastrophic illness/injury, any balance will remain with that employee until that employee's separation from Court service.

g. Payment for unused sick leave at the time of termination of employment, shall be in accordance with Article 10.B.7 of this MOU.

h. Leave transferred under such arrangements will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

3. Application Process

a. An employee, or someone acting on the behalf of an incapacitated employee, may apply for the Catastrophic Leave Program by submitting a written request to Court Human Resources on the available form or otherwise demonstrating he/she/the employee meets the eligibility criteria listed in number 1 of Section C.

b. Court Human Resources will notify the applicant in writing and by telephone within five (5) days of receipt of the application for the Catastrophic Leave Program whether the application is granted or denied.

c. If the request is denied, the employee or his/her designee shall have five (5) court days to request a meeting with the Court Executive Officer. The Court Executive Officer shall have five (5) court days to investigate the issues, meet with the employee or his/her designee, and to reach a final decision.

D. Maternity Leave

Sick leave may be used after the birth of the baby if the employee's physician certifies that the employee is not yet able to perform the duties of her position. Employees who have been cleared to return to work by their physicians after pregnancy, but who wish to delay their return to work may request use of vacation, CTO or a leave without pay following normal Court procedures. However, sick leave is only available if there is a medical reason for the employee's continued absence from work.

E. Family Leave

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

The Court currently posts and will continue to post the required notices regarding FMLA and CFRA in employee break rooms.

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

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

F. Bereavement Leave

1. Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave in the event of the death of one of the following members of the employee’s family: natural, step, adoptive parents and grandparents of the employee; natural, step, adopted children and grandchildren of the employee; natural adopted and step brothers and sisters of the employee; present spouse of the employee; registered domestic partner; a person assuming the role of the employee’s spouse; ex-spouse who is a natural parent

of a minor child in the custody of employee; natural adoptive and step parents and grandparents of the employee's spouse; natural, step, and adopted children and grandchildren of the employee's spouse; natural, adopted and step brothers and sisters of the employee's spouse; present spouses of the employee's natural, adopted and step brothers and sisters; son-in-law, daughter-in-law, brother-in-law, sister-in-law, natural aunt and natural uncle of the employee.

2. Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Employees desiring more time off under these circumstances may request vacation or other appropriate leaves which may or may not be granted at the sole discretion of the Court Executive Officer. Holidays and scheduled days off will not be counted as part of Bereavement Leave.

G. Leave of Absence Without Pay

1. A leave of absence without pay may be granted only to an employee having a satisfactory record.

2. Any regular or probationary employee may request a leave of absence without pay in writing from his/her supervisor. The supervisor shall promptly transmit the request to the Court Executive Officer. Request for leaves of absence without pay shall be made upon forms prescribed by the Court Executive Officer and shall state specifically the reasons for the request, the date when it is desired to begin the leave and the date of return. The request shall normally be initiated by the employee, but may be initiated by the Court Executive Officer. The Court Executive Officer will make a determination to grant, modify or deny the request.

3. A leave of absence without pay may be for a period not to exceed one (1) year. Such leave may be extended for an additional year, provided the request for the extension, processed as the original request, is made at least ten (10) days prior to the end of the original leave.

4. Benefits shall not accrue while an employee is on leave of absence without pay.

5. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by the Court Executive Officer to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.

6. Whenever an employee has been granted a leave of absence without pay and desires to return before expiration of such leave, the Court Executive Officer may require that reasonable notice not in excess of fifteen (15) calendar days be given.

7. A leave of absence may be revoked by the Court Executive Officer upon evidence that the cause for granting leave was misrepresented or has ceased to exist.

8. Failure to return at the expiration of a leave of absence or being absent without leave shall be considered an automatic resignation. Such a resignation may be rescinded by the Court Executive Officer if the employee presents satisfactory reasons for his/her absence within three (3) days of the date his/her automatic resignation became effective.

9. A leave of absence without pay may be granted for any of the following reasons:

    a. Illness or disability

    b. Pregnancy

c. To take a course of study which will increase the employee's usefulness on return to his/her position.

d. For other reasons acceptable to the Court Executive Officer.

H. Time Off For Authorized Purposes

1. Promotional Exams - Represented employees shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations for the Court. This shall include resulting hiring interviews for which he/she may be eligible.

2. Donation of blood - Employees will be allowed to take up to two (2) hours of their work shift off without loss of pay and benefits for the purpose of donating blood. The employee will be required to provide proof that he/she did in fact donate blood during this time. This provision shall not be exercised more frequently than once in any eight (8) week period and not more than five (5) times per year. Time provided under this provision shall not be cumulative and advance approval for each donation period shall be obtained from the appropriate Court supervisor.

I. Military Leave of Absence

1. a. Eligible full-time employees of the Court who are called to temporary or active military duty are entitled to thirty (30) calendar days paid leave for military duty per fiscal year, pursuant to California Military and Veterans Code. A request for military leave of absence shall be made upon forms prescribed by the Court Executive Officer, shall include a copy of the employee's military orders, and shall include the date such military leave is to begin and the probable date of return. All employees shall be entitled to military leave of absence and compensation as provided in the Military and Veterans' Code of the State of California.

   b. Upon approval of the employee's supervisor, employees called to inactive duty may change their scheduled days off to coincide with the dates of inactive duty.

2. An employee who resigns in order to enter military service shall have the right to return to Court employment after the termination of his/her active military service as provided by the California Military and Veterans' Code and the Veterans' Reemployment Right Act (Title 38 U.S. Code, Chapter 43).

   a. An employee shall be given preference over all other applicants for the opening in his/her class for the next available position after filing with the Court Executive Officer a written request to return to Court employment and shall be reemployed no later than 90 days from the receipt of said request.

   b. Upon reemployment he/she shall be entitled to such employment status as he/she would have if he/she had not resigned (e.g., any seniority for purposes of layoff would continue to accrue during his/her absence and he/she would not need to serve a new probationary period in his/her former class if he/she had attained regular status prior to leaving Court service). His/her salary upon reentering Court service in his/her former classification shall be at the same step he/she occupied at the time of his/her separation. Subsequent merit increase eligibility dates shall follow the normal time progression between steps (as provided in Article 8.E., Merit Increases Within Range of this MOU).

   c. In all other respects (e.g., step increases and benefits eligibility accrual and use) he/she shall be treated as a new employee.

   d. No former employee shall have this right of reemployment under this Article who:

1) Is not qualified to perform the duties of the position (i.e., fails to pass a physical examination);

2) Is released from active duty for reasons other than honorable;
3) Fails to make written application for reemployment with the Court within six (6) months of his/her release; or

4) Refuses upon request to provide true copies of any documents which he/she may be asked to provide in order to substantiate the period and kind of his/her military service, the circumstances of his/her release from such service and other information which is deemed necessary by the Court in order to evaluate his/her application for reemployment.

J. Jury Duty

Requests for Jury Duty leave should be made by presenting the official Court summons to the employee's immediate supervisor as soon as possible after receipt.

All bargaining unit employees summoned to jury service in a California superior court shall comply with Civil Code of Procedure § 215:

> A juror who is employed by a federal, state, or local government entity, or by any other public entity as defined in Section 481.200, and who receives regular compensation and benefits while performing jury service, may not be paid the fee described in subdivision (a).

Court employees selected for jury duty will complete the necessary declaration form provided by the Jury Commissioner/Jury Services to waive the daily fee. However, employees selected as jurors may receive and retain any mileage fee.

Non-Exempt court employees are expected to return to their worksite when they are released from jury service, unless they receive prior approval to use time from a leave bank. If a non-Exempt court employee is summoned to report for jury duty after 10:00 a.m., he/she will report to their worksite prior to their service, unless he/she receives prior approval to use time from a leave bank. If a non-Exempt employee is released from jury service prior to 3:00 p.m., the employee will report to their workstation, unless the employee receives prior approval to use time from a leave bank. If a non-Exempt employee is released from jury service after 3:00 p.m., but prior to the end of the employee's normal work shift, the employee will provide his/her supervisor with telephone notice and the employee is not anticipated to return to work for the remainder of the day, absent operational necessity.

If any employee is released from jury duty prior to the end of his/her normal work shift and the employee does not contact his/her supervisor for approval to use time from his/her applicable time bank or obtain alternative approval from the employee's supervisor and does not return to work for the remainder of the shift, the employee will be considered absent without leave and will not be paid for the time not on actual jury duty.

If a designated Exempt employee is released from jury duty after 1:00 p.m., he or she will provide telephone notification to his/her supervisor, but it is not anticipated that the employee will return to work the remainder of that day, absent operational necessity.

In order for an employee in the bargaining unit to be paid for jury service, he/she must submit written verification of their jury service to his/her supervisor upon their return to work.

K. Witness Leave

All bargaining unit employees ordered by subpoena, summons or court order to appear as a witness in Court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons

not brought about through connivance or misconduct of the employee shall be entitled to his/her regular Court pay, provided the employee deposits any payment for such services, exclusive of mileage, with the Court. Requests for Witness Leave should be made by presenting the official Court subpoena, summons, or court order to the employee's immediate supervisor as soon as possible after receipt.

Non-Exempt court employees are expected to return to their worksite when they are released from witness service, unless they receive prior approval to use time from a leave bank. If a non-Exempt court employee is summoned to report as a witness after 10:00 a.m., he/she will report to their worksite prior to their service, unless he/she receives prior approval to use time from a leave bank. If a non-Exempt employee is released from witness service prior to 3:00 p.m., he/she will report to their worksite, unless he/she receives prior approval to use time from a leave bank. If a non-Exempt employee is released from witness service after 3:00 p.m., but prior to the end of the employee's normal work shift, the employee will provide his/her supervisor with telephone notice and the employee is not anticipated to return to work for the remainder of the day, absent operational necessity.

If a non-Exempt employee is released from witness duty prior to the end of his/her normal work shift and the employee does not contact his/her supervisor for approval to use time from his/her applicable time bank or obtain alternative approval from the employee's supervisor and does not return to work for the remainder of the shift, the employee will be considered absent without leave and will not be paid for the time not on actual witness duty.

If a designated Exempt employee is released from witness duty after 1:00p.m., he or she will provide telephone notification to his/her supervisor, but it is not anticipated that employee will return to work the remainder of that day, absent operational necessity.

L. Administrative Leave

Commencing at the beginning of the fiscal year following ratification of the MOU, classifications in the bargaining unit designated as Exempt, within the meaning of the Fair Labor Standards Act (FLSA), shall receive administrative leave each fiscal year. This leave is available commencing July 1 (the beginning of a fiscal year) and must be used by June 30 (the end of a fiscal year). Any time not used by the end of the fiscal year will be deducted from the next year's allotment so that the balance available is not greater than the specified hours for any fiscal year.

Classifications designated as Exempt do not receive overtime compensation for hours worked in excess of 40 per workweek.

Administrative Leave hours shall not be cashed out at the end of the fiscal year.

The following classifications in the designated bargaining unit are designated as Exempt:

Classification	Hours Per Fiscal Year
Investigator	48
Senior Staff Attorney	48
Staff Attorney	48

M. Continuing Education

Continuing Education for Attorneys:

Upon approval of the Court Executive Officer, employees who are active members of the State Bar of California may request paid court time to attend courses necessary to comply with the MCLE requirement

of 25 hours of approved credit every three years for courses scheduled during regular business hours. Additional courses may be approved at the discretion of the Court Executive Officer.

Continuing Education for Investigators and Probate Examiners

Upon approval of the Court Executive Officer, employees in the classifications of Investigator and Probate Examiner may request court paid time to attend courses necessary to comply with the education requirements specified in California Rule of Court 10.478 for courses scheduled during regular business hours. Additional courses may be approved at the discretion of the Court Executive Officer.

N. School Leave

Pursuant to Labor Code § 230.8, an employee who is a parent, guardian, or grandparent having custody of one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child day care facility, may request up to forty (40) hours per year, not exceeding eight (8) hours in any calendar month to participate in activities of the school or licensed child day care facility for the employee's child/children.

The employee may request to use time from his/her vacation, administrative leave, compensatory time or Extra Voluntary Time Off (EXVTO) banks or may request Voluntary Time Off (VTO). The employee must give reasonable notice when requesting to use time pursuant to this section.

If both parents of a child work for the Court at the same worksite, the first parent to give reasonable notice shall be granted time off pursuant to this section. However, the other parent may request time off pursuant to this section and approval shall be in the supervisor's discretion.

An employee may be requested to provide documentation from the school or licensed child day care facility to substantiate time used pursuant to this section.

ARTICLE 11 HOLIDAYS

A. Eligibility

1. Only regular and probationary employees shall be eligible for paid holidays.

2. An employee must work or be paid for all or part of both the employee's regularly scheduled workday before and after a holiday to be eligible for that holiday.

3. An employee who is terminating his/her employment for reasons other than paid Court retirement may not use vacation, sick leave, or CTO on the day after a holiday if his/her last actual working day falls before the holiday. A holiday or floating holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that day.

4. Regular part-time employees shall receive those paid holidays on a pro rata basis.

B. Holiday Compensation

1. Any non-exempt employee who is required to work on a fixed paid Court holiday, which is part of his/her regular workweek shall be paid for the hours actually worked, paid for the holiday and shall be entitled to eight (8) hours of compensatory time at straight time. If the employee works hours on a fixed paid holiday in excess of his/her regular number of hours, the employee will be paid for those additional hours in accordance to Article 9. The Court shall make every effort to approve the time off within the fiscal year in which it was earned.

2. When a Court holiday falls on a Saturday, the preceding Friday is a Court holiday. When a Court holiday falls on a Sunday, the Monday following is a Court holiday.

C. Holidays

1. Fixed Holidays Include:
   - January 1st - New Year's Day
   - The third Monday in January - Martin Luther King's Birthday
   - February 12th - Lincoln's Birthday
   - The third Monday in February - Washington's Birthday
   - March 31st – Cesar Chavez Day
   - The last Monday in May - Memorial Day
   - July 4th - Independence Day
   - The first Monday in September - Labor Day
   - The second Monday in October - Columbus Day
   - November 11th - Veterans' Day
   - Thanksgiving Day - Traditional as designated by the President or Governor
   - Friday - the day after Thanksgiving Day
   - December 25th - Christmas Day

2. Other Paid Holidays Include:

   a. Employees shall have the option of one additional holiday representing the last working day before Christmas Day or the last working day before New Year's Day. (Court offices shall remain open for business on both days.) With approval by the employee's supervisor, the holiday may be taken any time during the week of Christmas Eve or the week of New Year's Eve.

b. Special or limited holidays appointed by the President or Governor.

3. Floating Holidays annually in accordance with the following:

Two (2) Floating Holidays annually on January 1st of each succeeding year. The conditions listed below must be met in order to qualify for Floating Holidays.

a. Only those employees who have either successfully completed their initial Court probationary period, or 2080 hours, whichever is less, are eligible to receive these Floating Holidays.

1) Employees who successfully complete their initial probationary period between January 1st and June 30th of any given year shall receive one (1) Floating Holiday effective July 1st of that year.

2) Employees who successfully complete their initial probationary period between July 1st and December 31st of any given year shall not receive any Floating Holidays for that year, but shall receive two (2) Floating Holidays effective January 1st of the succeeding year.

b. Subject to advance approval by the Court, Floating Holidays may be taken at any time during the calendar year, but must be taken within the calendar year in which they are given. Floating Holidays are to be taken eight (8) hours at a time and are not to be utilized on a partial basis.

c. Any eligible employee separating from Court service who has not taken that calendar year's Floating Holidays shall receive payment for such holidays at the rate at which the employee is currently compensated.

d. Part-time employees shall receive Floating Holidays on a pro-rata basis.

ARTICLE 12 CONVERTED EXTRA-HELP EMPLOYEES

Extra-help employees shall not receive employee benefits, except as specifically provided in the following sub-sections:

A. Extra-help employees, who were certified and appointed from an appropriate eligible list and who are subsequently appointed into a vacant regular full-time, or part-time Court position in the same classification as their extra-help position, shall be granted limited retroactive benefits subject to the approval of the Court Executive Officer or designee. Eligible employees are those who are currently in the payroll system. They may receive up to one (1) year credit of vacation and sick leave accruals and merit step placement, as provided in this MOU. The merit increase step-up eligibility date shall reflect the time worked while in an extra-help status.

B. Employees in extra-help positions, which later become full-time regular positions, may, upon approval by the Court Executive Officer or designee, retroactively to a maximum of one year, receive the following benefits granted full-time regular and probationary employees:

1. Vacation accrual

2. Sick leave accrual

3. Merit increases as provided in this MOU

ARTICLE 13 REGULAR EMPLOYEES SERVING IN LIMITED-TERM APPOINTMENTS

1. This section shall apply to regular employees who accept a limited-term appointment. Such employees shall retain regular status in their former classification and all the rights and benefits provided to a regular status employee.

2. A limited-term appointment may be terminated at the Court's discretion. At such time, the regular status employee shall be returned to the classification he/she held immediately prior to the limited-term appointment.

ARTICLE 14 LIMITED-TERM STATUS EMPLOYEES

1. This section shall not apply to regular employees who accept a limited-term appointment.

2. Limited-term status applies to an employee who accepts an appointment of limited duration and lacks regular employment status with the Court.

3. An employee with limited-term status may be separated at any time prior to the expiration of the term for which appointed.

4. An employee with limited-term status shall not be covered by the employee protections governed under Article 20, the Disciplinary Process.

ARTICLE 15 INSURANCE AND SERVICE PLANS

Medical, Dental, Vision and Life Insurance plans are available to regular employees employed in full-time or part-time positions. Part time employees shall receive benefits in a pro-rata share.

A. Medical Benefit Plans

Medical insurance is available for regular employees and eligible dependents on the first day of the month following the employee's initial date of employment.

Plan Year 2011 Contribution Amounts:

1. Effective the first pay period after ratification, the Court shall pay $443.00 per month not to exceed the total premium amount for coverage for an eligible employee, on a one-time basis for each month starting January 2011 through June 2011. The one-time payments will continue on a monthly basis until the Court receives confirmation from the Judicial Council of California of sufficient funding for health care increases. Once the Court receives confirmation, the amount will become ongoing.

   If the Court receives notification that it did not receive all of the expected funding, the parties will meet and consult regarding the medical contribution.

2. Effective the first pay period after ratification, the Court shall pay $846.00 per month not to exceed the total premium amount for coverage for an eligible employee plus one dependent, on a one-time basis for each month starting January 2011 through June 2011. The one-time payments will continue on a monthly basis until the Court receives confirmation from the Judicial Council of California of sufficient funding for health care increases. Once the Court receives confirmation, the amount will become ongoing.

   If the Court receives notification that it did not receive all of the expected funding, the parties will meet and consult regarding the medical contribution.

3. Effective the first pay period after ratification, the Court shall pay $1,067.00 per month not to exceed the total premium amount for coverage for an eligible employee plus two or more dependents, on a one-time basis for each month starting January 2011 through June 2011. The one-time payments will continue on a monthly basis until the Court receives confirmation from the Judicial Council of California of sufficient funding for health care increases. Once the Court receives confirmation, the amount will become ongoing.

   If the Court receives notification that it did not receive all of the expected funding, the parties will meet and consult regarding the medical contribution.

4. If the premium amount for the Kaiser Health Plan for employees increases for plan year 2012 at a rate of 10% or greater, the Court agrees to meet and consult over the employer contribution to medical plan premiums upon the Union's written request.

B. Dental Benefit Plans

Dental insurance is available for regular employees and eligible dependents on the first day of the month following the employee's date of employment.

Plan year 2011 and 2012 Contribution Amounts:

1. Beginning with the first pay period in December 2010, the Court shall pay $41.00 per month not to exceed the total premium amount for coverage for an eligible employee.

2. Beginning with the first pay period in December 2010, the Court shall pay $73.00 per month not to exceed the total premium amount for coverage for an eligible employee plus one dependent.

3. Beginning with the first pay period in December 2010, the Court shall pay $118.00 per month not to exceed the total premium amount for coverage for an eligible employee plus two or more dependents.

4. If the premium amount for the Delta Dental PPO plan for employees increases for plan year 2012 at a rate of 10% or greater, the Court agrees to meet and consult over the employer contribution to dental plan premiums upon the Union's written request.

C. Vision Benefit Plans

Vision insurance is available for regular employees and eligible dependents on the first day of the month following the employee's date of employment.

Plan Year 2011 and 2012 Contribution Amounts

Beginning with the first pay period in December 2010, the Court shall pay $13.00 per month not to exceed the total premium amount for coverage for an eligible employee and any eligible dependents.

D. Life Insurance

Life insurance is available for regular employees on the first day of the month following the employee's date of hire.

E. Pre-tax of Medical, Dental and Vision Premium Costs

Employees who are enrolled in any health, dental, and/or vision plan, which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State, and Social Security taxes are deducted. Employees, who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

F. Flexible Spending Accounts

The Court agrees to provide a flexible benefits program under Internal Revenue Code Section 125 and 129 for qualified medical and dependent care, and (effective January 1, 2010) transportation expenses. All participants in the flexible benefits program shall be subject to the applicable law.

As part of annual open enrollment, Court employees are provided with the necessary information regarding the flexible spending benefit.

If an employee has any additional questions regarding the flexible spending benefit that is not included in the annual open enrollment information they should contact Court Human Resources Division directly.

G. Cash Option In Lieu of Court-sponsored Medical Insurance

Effective January 1, 2011, or the first pay period after ratification of the MOU, if an employee demonstrates they have other group medical insurance coverage and opts out of Court-sponsored medical insurance, the Court will provide the employee with $90.00 per month in lieu of Court-sponsored medical insurance during calendar year 2011 and $95.00 per month in lieu of Court-sponsored medical insurance during calendar year 2012. If the employee who participates in the cash option plan loses the qualifying group medical insurance coverage, the employee shall notify the Court Human Resources Department within thirty days and shall no longer be eligible for the monthly in lieu payments.

ARTICLE 16 DEFERRED COMPENSATION PROGRAM

A. A Deferred Compensation Program, as established by the Court, is available to employees employed in regular positions.

ARTICLE 17 RETIREMENT PLAN

A. Plan and Benefits

1. The Court, subject to applicable statutory provisions, will continue its coverage under the Solano County's contract with the State Public Employees Retirement System (CalPERS) and the retirement benefits currently provided thereunder.

2. Bargaining unit employees are covered under Solano County's contract with the Public Employee's Retirement System (PERS), 2.7% @ 55 Miscellaneous retirement benefit.

B. Employer "Pick-Up"; Internal Revenue Code 414(h)(2)

1. The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the Court on behalf of employees in the bargaining unit. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

2. Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

a. Definitions

Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

1) **"Employees."** The term **"employees"** shall mean those employees of the Court in the bargaining unit who make employee contributions to the PERS retirement system.

2) **"Employee Contributions."** The term **"employee contributions"** shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.

3) **"Employer."** The term **"employer"** shall mean the Superior Court of California, County of Solano.

4) **"Gross Income."** The term **"gross income"** shall mean the total compensation paid to employees in the bargaining unit by the Court as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.

5) **"Retirement System."** The term **"retirement system"** shall mean the PERS retirement system as made applicable to the Court under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.).

6) **"Wages."** The term **"wages"** shall mean the compensation prescribed in this MOU.

b. Pick up of Employee Contributions

1) Pursuant to the provisions of this MOU, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2) Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.

3) Employee contributions made by the employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this MOU.

4) The employee does not have the option to receive the employer contributed amounts paid pursuant to this agreement directly instead of having them paid to the retirement system.

c. Wage Adjustment

Notwithstanding any provisions in the agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

d. Limitations to Operability

This Article shall be operative only as long as the Court pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

C. Payment of Employees' PERS Contributions

The Court pays 4% of the 8% of the employees' normal retirement contribution (following normal PERS accounting procedures) to PERS.

ARTICLE 18 WORKERS' COMPENSATION & STATE DISABILITY INSURANCE & TEMPORARY LIGHT DUTY ASSIGNMENT FOR INJURED EMPLOYEES

A. In accordance with the California Labor Code, the Court provides all statutory workers' compensation benefits for Court employees who sustain work-related injuries or illnesses. Pursuant to Labor Code § 3700 et seq., the Court is self-insured for workers' compensation at no cost to the employee.

B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code §4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work related by the Court, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section J, below.

C. In the event that the Court is unable to determine if the injury or illness is work related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. Once the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section J below.

D. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits, to ensure continuation of leave accruals. Failure to apply for and receive State Disability Insurance benefits will void continuation of health benefits and leave accruals as provided by Sections E and F, below.

E. The Court will continue to pay the employer share of the monthly premium for medical, vision, dental, and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving temporary disability benefits from either workers' compensation or State Disability Insurance.

F. Sick and annual leave shall accrue during any pay period in which the employee is eligible to receive workers' compensation temporary disability or State Disability Insurance temporary disability benefits.

G. In accordance with the Court's Personnel Policies, Procedures, and Rules, sick leave may be used for any medical appointments due to a work-related injury or illness.

H. Service credit as provided in this MOU or in the Court's Personnel Policies, Procedures, and Rules toward longevity compensation, seniority, and step increase eligibility shall not be affected by any pay period during which an employee received both Court paid leave and temporary disability benefits from either workers' compensation or State Disability Insurance.

I. Up to two (2) hours per day paid Court time off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two (2) hours. The Court may require verification of the date, time, place and length of the appointment, if such verification is available.

J. Workers' compensation temporary disability and State Disability Insurance temporary disability benefits shall be integrated with accrued leave as follows:

1. Employees shall promptly inform the Court Human Resources Department of their workers' compensation temporarily disability or State Disability Insurance temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.

2. Employees' pay, including leave accruals and workers' compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay, bilingual differential, and longevity compensation as applicable. Upon exhaustion of sick leave, other accumulated leave may be integrated with weekly workers' compensation temporary disability or State Disability Insurance temporary disability benefits, at the employee's discretion.

K. <u>Temporary Light Duty Assignments for Injured Employees</u>

1. If an assignment exists which the Court Executive Officer deems may be filled on a temporary basis, first consideration shall be given to those industrially disabled employees, within the Court:

   a. Whose authorized treating physician has indicated in writing that the employee is able to perform the duties of the temporary assignment; and

   b. Who has the capability and qualification to perform the temporary assignment.

2. The remuneration will be the employee's regular salary.

3. The Court Executive Officer will determine the assignment and its duration, but the employee shall return to his/her normal job as soon as released by the treating physician or is no longer temporarily disabled. Light duty is available for a maximum of eighteen (18) weeks. The Court Executive Officer may extend light duty assignments which are a result of a work related injury beyond eighteen (18) weeks on a case-by-case basis.

4. If there is more than one industrially disabled employee eligible for a light duty assignment, first consideration shall be given to the employee with the most pertinent qualifications, skills and abilities who has been off work the longest period of time without pay.

5. After industrially disabled employees have been considered, non-industrially disabled employees will be given second consideration on the same basis as provided above.

ARTICLE 19 SAFETY

The Court shall expend every effort to see to it that the work performed under the terms and conditions of this MOU is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations. The Court agrees that it will make reasonable efforts to analyze and modify/upgrade each employee's workstation as necessary to ensure that the workstation complies with applicable Cal/OSHA standards.

ARTICLE 20 DISCIPLINARY PROCESS

A. Policy Statement

1. The Court Executive Officer or designee is authorized to discipline any employee covered under this MOU for cause.

2. The Court supports the progressive disciplinary process; however, the Court reserves the right to depart from the progressive disciplinary process on a case-by-case basis in order to take immediate and appropriate disciplinary action.

B. Grounds for Discipline

Each employee who has regular status shall be subject to good behavior and the rendering of efficient service. An employee may be disciplined for other reasonable causes such as, but not limited to, the following:

1. Fraud in securing appointment
2. Incompetency
3. Inefficiency
4. Unauthorized absence
5. Inexcusable neglect of duty
6. Insubordination
7. Dishonesty
8. Intoxication while on duty
9. The use of alcohol, illegal drugs or possession of illegal drugs while on court property.
10. Conviction (including conviction after a plea of nolo contendere) of a felony or of a misdemeanor involving moral turpitude
11. Disorderly or immoral conduct
12 Negligence or willful damage to public property or waste of public supplies or equipment
13. Discourteous treatment of the public or of other employees
14. Willful violation of any of the provisions of the Superior Court of Solano County Personnel Policies Procedures and Rules.

C. Types of Discipline

1. Oral Reprimand: An informal reprimand that is given to the employee by the immediate supervisor to warn the employee of improper conduct or performance. An oral reprimand cannot be appealed.

2. Written Reprimand:

   a. A formal written reprimand is notification to an employee that his/her behavior or job performance is unacceptable, and that continuation or repetition of that performance or behavior may result in more severe disciplinary action.

   b. An employee may be reprimanded in writing with the approval of the Court Executive Officer or designee.

   c. The written reprimand is placed in the employee's official personnel file. The employee may prepare a written statement in response to the written reprimand and request that it be placed in his/her official personnel file.

3. Reduction in Pay

a. Reduction in pay is a reduction to a lower pay step in the salary range for the same class when authorized by the Court Executive Officer or designee and shall specify the number of steps and for how long.

b. The reasons for the action shall be stated in writing upon approval of the Court Executive Officer or designee and presented to the affected employee.

4. Demotion

a. A demotion is an involuntary reduction to a lower class with a lower maximum rate of pay.

b. The reasons for the action shall be stated in writing upon approval of the Court Executive Officer or designee and presented to the affected employee.

5. Suspension

a. An employee may be suspended by the Court Executive Officer or designee without pay for up to thirty (30) calendar days.

b. Suspension without pay is a serious action taken by the Court involving loss of pay and benefits.

c. The reasons for the suspension shall be presented in writing upon approval of the Court Executive Officer or designee and presented to the affected employee.

6. Dismissal

a. A dismissal is a permanent involuntary separation from Court service.
b. The reasons for the action shall be stated in writing upon approval of the Court Executive Officer or designee and presented to the affected employee.

D. Appeal Process

1. Skelly meeting prior to the Effective Date of the Action:

An employee is entitled to ten (10) calendar days within which to respond to the written disciplinary order. The ten (10) calendar day response period begins the day following the date of service of the written order. If the notice is personally served on the employee, the effective date of service is the day that it is given to the employee. If service on the employee is made through the mail, service is effective five (5) calendar days from the date of mailing as determined by the postmark.

The employee may respond orally or in writing to the appointing authority. The employee is entitled to a reasonable amount of Court time to prepare the response to the charges. The employee is not entitled to a formal hearing with examination of witnesses at this stage of the proceedings. However, the employee may be represented by another in presenting a response. The Court Executive Officer may amend, modify or revoke any or all of the charges contained in the written order.

2. Appeals prior to the effective date of the Action:

After hearing and considering the response of the employee, the Court Executive Officer shall within twenty (20) calendar days issue in writing the final disciplinary letter indicating:

a. The original action is affirmed; or

b. The original action is affirmed as modified by the Court Executive Officer; or

c. The original action is revoked and the charges against the employee are dismissed.

3. Appeals from decisions of the Court Executive Officer:

a. An employee may appeal in writing to the Court Executive Officer or designee the final disciplinary letter of dismissal, demotion, suspension and reduction in pay within ten (10) calendar days of service of the final disciplinary letter.

1) Upon receipt of a timely appeal, the Court will request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. The arbitrator shall be selected from this list by mutual agreement of the parties. If the parties are unable to reach mutual agreement, the parties, after coin toss, will alternately strike names from the list to choose the arbitrator. The arbitrator shall not be an employee or judge of the Court.

2) The arbitration shall result in an appropriate record with a written report that has findings of fact and conclusions that reference the evidence.

3) The employee and Court shall have the right to call witnesses and present evidence. The Court shall be required to release Court employees to testify at the hearing.

4) The arbitrator shall have the authority to issue subpoenas for the attendance of witnesses and subpoenas duces tecum for the production of books, records, documents, and other evidence as provided in Section 1282.6 of the Code of Civil Procedure.

5) The employee shall have the right to representation, including legal counsel, if provided by the employee.

6) If the arbitrator disagrees with the Court's disciplinary decision, the Court shall furnish a certified copy of the record of proceedings before the arbitrator to the employee or, if the employee is represented by the Union or counsel, to that representative, without cost.

b. 1) Upon the conclusion of the arbitration, the arbitrator shall prepare written findings and recommendations.

2) The arbitrator shall at a minimum, find whether the Court has shown by a preponderance of the evidence that the charges in support of the disciplinary action have been substantiated. Such a finding shall be made as to each charge. If the arbitrator finds that none of the charges are supported by the evidence presented, the recommendation shall be that no disciplinary action be taken. If cause for discipline is found, the arbitrator shall recommend the action be imposed by the Court.

c. The arbitrator's findings and recommendations shall be filed as a record with the Court. The Court shall review the findings and recommendations and the record of the arbitration and shall then determine in light of such record and other information supplied by the employee, whether

the disciplinary action is proper.

d. The standard of review by the Court of the arbitrator's report and recommendation shall be as follows:

1) The Court shall have thirty (30) calendar days from receipt of the arbitrator's report or receipt of the record of the arbitration, whichever is later, to issue a written decision accepting, rejecting or modifying the arbitrator's report or recommendation unless the Court and employee mutually agree to a different timeframe.

2) In making its decision under subdivision (1), the Court shall be bound by the factual findings of the arbitrator, except factual findings that are not supported by substantial evidence, and the Court shall give substantial deference to the recommended disposition of the arbitrator.

3) If the Court rejects or modifies the arbitrator's recommendation, the Court shall specify the reason or reasons why the recommended disposition is rejected in a written statement which shall have direct reference to the facts found and shall specify whether the material factual findings are supported by substantial evidence. The Court may reject or modify the recommendation of the arbitrator only if the material factual findings are not supported by substantial evidence, or for any of the following reasons or reasons of substantially similar gravity or significance:

a) The recommendation places an employee or the public at an unacceptable risk of physical harm from an objective point of view.

b) The recommendation requires an act contrary to law.

c) The recommendation obstructs the Court from performing its constitutional or statutory function from an objective point of view.

d) The recommendation disagrees with the Court's penalty determination, but the arbitrator has not identified material, substantial evidence in the record that provides the basis for that disagreement.

e) The recommendation is contrary to past practices in similar situations presented to the arbitrator that the arbitrator has failed to consider or distinguish.

f) From an objective point of view, and applied by the Court in a good faith manner, the recommendation exposes the Court to present or future legal liability other than the financial liability of the actual remedy proposed by the arbitrator.

e. If the Court's review results in rejection or substantial modification of the arbitrator's recommendation, then the final review shall be conducted by an individual other than the disciplining officer. If the disciplining officer is a judge, the review shall be made by a panel of three judges, whose decision shall be by a majority vote, which shall be selected as follows:

1) One judge shall be selected by the presiding judge or his or her designee.

2) One judge shall be selected by the employee or, if the employee is represented, by his or her bargaining representative.

3) The two appointed judges shall select a third judge.

No judge may be selected to serve without his or her consent and no judge shall serve on the panel in a case in which he or she has imposed discipline.

4. Appeals from written reprimands:

When an employee receives a letter of formal written reprimand from the Court Executive Officer or designee, the employee has ten (10) calendar days after receipt of the letter to file a written or oral response to the letter. The employee may schedule a meeting with the Court Executive Officer and may have a representative present. The Court Executive Officer may then modify, amend or revoke any part of the formal written reprimand. Unless revoked completely, the formal written reprimand as amended or modified by the Court Executive Officer, along with any written responses, shall be placed in the employee's personnel file in the Court Human Resources Department. The written reprimand and response shall remain in the employee's personnel file for a period not to exceed three (3) years from the date the final reprimand was issued.

5. Immediate Suspension of an Employee:

In the event that an employee's behavior while on duty threatens the health and safety of any person, causes serious damage to public property, or, demonstrates disorderly or immoral conduct (same as Sec 16.03 j) the Court Executive Officer may, immediately suspend the employee from his/her duties and give notice to him/her of the suspension. The notice of suspension shall be in writing and delivered to the employee at the earliest possible time considering the circumstances.

A suspended employee may, within ten (10) days of the suspension, request in writing the Court Human Resources Manager to schedule a hearing before the Judges Personnel Committee. The employee shall be given at least seven (7) days advance notice of the hearing, which shall be conducted in accordance with sections 17.06 and 17.07 of the Court's Personnel Policies, Procedures, and Rules.

The suspended employee shall not receive his/her regular salary during the period of his/her suspension. The Judges Personnel Committee, in affirming, modifying, or revoking the order in accordance with the Court Rules for Hearings, shall make specific disposition of salary.

When the Court Executive Officer or designee reduces the pay within the salary range for the class, suspends, demotes or dismisses an employee, the employee may, within five (5) working days after presentation to him/her of the notice of disciplinary action, submit a written response and request for a review of the disciplinary action to the Judges Personnel Committee.

6. Investigative Procedures:

Prior to taking disciplinary action that adversely impacts an employee, including reduction in pay, suspension, demotion or dismissal, the Court may as practical investigate and gather evidence such as, records and witness reports. Supervisory staff may immediately send the employee home on paid administrative leave pending an investigation of the incident(s). The Court reserves the right to take immediate disciplinary action when deemed appropriate. Employees have the right to have a representative present if, in Management's judgment, the investigation may lead to disciplinary action.

7. Witnesses:

a. An employee does not have any rights to a witness in meetings where the supervisor conducts routine discussions about work assignments, intends to counsel on performance expectations or issues an oral instruction or letter of instruction and adverse action is not intended.

b. An employee may request a representative be present at a meeting where he/she has reason to believe that they will be advised of an adverse disciplinary action as defined above.

c. The Court reserves the right to have witnesses present at the interview.

8. Involuntary Termination:

a. An employee may be discharged by the authority of the Court Executive Officer.

b. The notice of termination shall be given in writing from the supervisor recommending that the Court Executive Officer approve the discharge.

c. The employee shall have all those rights pertaining to the complaint and review procedures. (See Article 20, Section F Appeals Process).

d. An employee may be placed on administrative leave with pay pending investigation and possible removal for a period not to exceed two (2) weeks.

9. Automatic Resignation:

Failure to return at the expiration of a leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Court Executive Officer if the employee presents satisfactory reasons for his/her absence within three (3) days of the date his/her automatic resignation became effective.

ARTICLE 21 GRIEVANCE PROCEDURE

A. Definition

A grievance is any dispute, which involves the interpretation or application of any provisions of this MOU excluding, however, those provisions of this MOU, which specifically provide that the decision of any Court official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. Grievances must be filed within fifteen (15) calendar days of the incident or occurrence about which the employee claims to have a grievance and shall be processed in the following manner:

1. Step 1. Program Manager/Division Manager/Supervisor

   Any employee who believes that he/she has a grievance shall discuss his/her complaint with his or her program manager/division manager/supervisor. If the issue is not resolved by the program manager/division manager/supervisor, or if there is a reason to bypass the first step, the procedures hereinafter specified may be invoked, provided, however, that all complaints involving or concerning the payment of compensation shall be in writing to the Court Executive Officer.

2. Step 2. Court Executive Officer

   Any employee or any official of the Union may notify the Court Executive Officer in writing that a grievance exists, stating the particulars of the grievance, and if possible, the nature of the determination desired. The Court Executive Officer shall have fifteen (15) workdays in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under Step 4 below which has not first been filed and investigated in accordance with Step 2. A grievance shall be initiated in writing on the Court's Grievance Form.

3. Step 3. Adjustment Board

   If the parties are unable to reach a mutually satisfactory resolution on any grievance which arises and is presented during the term of this MOU, excluding disciplinary matters which are processed under Article 20, the moving party shall have fifteen (15) working days to request in writing, to the Court Executive Officer that the grievance be scheduled for an Adjustment Board.

   The Adjustment Board will be convened within ninety (90) working days of receipt of the timely request for an Adjustment Board. The Adjustment Board shall be comprised of a mediator from the State Mediation/Conciliation Service, one (1) Union Representative and one (1) representative of the Court.

   The mediator shall be selected by mutual agreement from the State Mediation/Conciliation Service.

   The opinion of the Adjustment Board shall be advisory only.

   The Adjustment Board shall not issue any public statement of fact or opinion on the matter in question.

   The Adjustment Board's decision shall neither be made public nor be considered precedential.

4. Step 4. Appeal to the Judges' Personnel Committee

   Either party may appeal the decision of the Adjustment Board to the Judges' Personnel Committee within 15 workdays following the Adjustment Board's written recommendation. The written request for appeal to the Judges' Personnel Committee should be submitted to the Court Executive Officer.

Upon receipt of the grievance appeal, the Court Executive Officer shall notify the Judges' Personnel Committee to set a hearing date and shall send the order and appeal to the Judges' Personnel Committee. The hearing date will be set by mutual agreement between the Judges' Personnel Committee and the Union.

a. Arbitrator

In the alternative, if the Judges' Personnel Committee determines it would be appropriate, it may delegate hearing responsibilities to an arbitrator appointed by mutual agreement between the Union and the Judges' Personnel Committee. The Court will send a letter to the California State Mediation/Conciliation Service requesting a list of arbitrators experienced in employment law along with names and addresses of both parties. The arbitrator shall be chosen from this list. Each party will be sent a list. If the parties are unable to agree on an arbitrator from the list, the parties shall choose the arbitrator by striking the names on the list. Coin toss will choose the person to strike the first name. If the Judges' Personnel Committee deems it necessary to use an arbitrator it will pay the cost of the arbitrator. The date of the arbitration will be scheduled by mutual agreement of the parties.

b. Arbitrator Decision

1) The Arbitrator shall determine relevancy, weight and credibility of testimony and evidence, and shall base his/her findings on the preponderance of the evidence.

2) The Arbitrator shall render in writing his/her findings and recommendations as soon after the conclusion of the arbitration as possible.

3) The Arbitrator's findings will be advisory, leaving the Judges' Personnel Committee to pass final judgment on the matter. A copy of the Arbitrator's recommended decision shall also be delivered to the parties.

c. Judges' Personnel Committee Decision

1) The Judges' Personnel Committee shall make the final determination and shall affirm, modify or reverse the decision of the Court Executive Officer. If an Arbitrator was used, the decision of the Judges' Personnel Committee will be based solely on the evidence presented to the Arbitrator, i.e. no new evidence will be received by the Judges' Personnel Committee. However, if an Arbitrator was not used, the Judges Personnel Committee will make the decision based on evidence presented to the Judges Personnel Committee.

2) The decision of the Judges' Personnel Committee shall be by a majority vote.

3) The decision of the Judges' Personnel Committee shall include the findings of fact upon which it is based.

4) The parties shall be notified in writing of the decision of the Judges' Personnel Committee. The decision of the Judges' Personnel Committee is final.

5. Timeliness of Grievances and Responses

Failure of the grievant to adhere to the timeliness contained in this article shall be considered an abandonment of his/her grievance. Failure of the Court to adhere to the time lines contained in this article shall allow the grievant to pursue his/her grievance to the next higher step.

B. Compensation Complaints

1. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Court Executive Officer. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process and if not detailed in the MOU which results from meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for discussion. No adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed.

2. No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the Court Executive Officer and the Union.

ARTICLE 22 MILEAGE REIMBURSEMENT

A. Amount of Reimbursement

Employees who are authorized and use personal automobiles, vans or trucks on official Court business shall be eligible for reimbursement for such use based upon a flat rate per mile of Court business use in accordance with the California Judicial Council rate. The deductible amount, not covered by the employee's insurance, which becomes an actual expense to the employee because of an accident while on Court business, shall be reimbursed by the Court up to a maximum of $1,000.00 per accident, provided the employee is not found to be at fault. Claims for deductible reimbursements shall be documented, including proof of payment of the actual deductible by the employee. Necessary tolls and parking fees are also reimbursable. Reimbursement of Out-of-County trips shall not exceed the cost of reasonable public transportation; i.e., air, train, bus.

B. Claims

Each employee who wishes reimbursement for the authorized use of a personal vehicle on Court business shall file a claim with his/her department utilizing the forms and procedures designated by the Court.

C. Authorized Use - Official Court Business

1. Authorization to use a personal vehicle on official Court Business shall be obtained in advance from the employee's supervisor. Failure to obtain advance authorization may nullify the claim for reimbursement.

2. Authorization shall be made only for the purpose of necessary travel between work locations, less any personal use miles.

3. Personal use mileage includes commute miles to or from an employee's work site on a given day and any side trips or travel miles taken for reasons of personal business or other non-Court business activities.

4. In those cases where an employee drives directly from his/her normal place of residence to the site of a meeting or another official purpose that is not at his/her regular work location, mileage reimbursement is allowable for the actual miles driven less any personal miles, and shall be for the shortest route. (For example, an employee living in Vacaville with a normal work site assignment in Fairfield, who drives to Sacramento and back home on Court business would be eligible to receive mileage reimbursement to and from Sacramento via I-80 and connecting streets plus any parking fees less normal commute miles. The same employee driving to San Francisco and back home could claim the round trip mileage between Fairfield and San Francisco via I-80 plus parking fees and tolls.)

5. An employee at the end of a work schedule who drives from a regular work site to another Court work location on official business, and then drives home, shall receive mileage reimbursement for the miles driven between the two Court work locations.

D. Evidence of Insurance

Employees who use a personal vehicle on Court business shall file evidence of insurance with the Court Executive Officer, which reflects the current level of coverage. Minimum coverage, pursuant to applicable law, shall be maintained for personal injury, uninsured motorist and property damage coverage. Newly hired employees shall file evidence of insurance prior to operating a personal vehicle on Court business.

Employees may elect not to purchase either comprehensive or collision coverage on their vehicle, but the Court's maximum liability for "deductible" claims in the event of non-recoverable loss because of lack of coverage shall be limited to a total of $100.00 per accident.

E. Transfers

Court employees who are transferred on a temporary basis from Vallejo to Fairfield or from Fairfield to Vallejo, may request mileage from his/her regular work location to the temporary work location and back (this would exclude the employee's normal commute to his/her regular work location). Temporary assignment is identified as any assignment less than three (3) months or if the Court designates the assignment as temporary.

ARTICLE 23 TUITION REIMBURSEMENT PROGRAM

A. Objective

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom courses which will prepare them in new concepts and methods needed to meet the changing demands of Court service.

B. Eligibility of Employees for Tuition Reimbursement

1. Only full-time employees filling regular positions who have completed their initial Court probationary period and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans' Administration, the California State Department of Veteran's Affairs.

2. Part time employees are eligible after 5 years of continuous employment. Part time employees shall not be eligible for Court time off under this program; however, they shall be entitled to reimbursement up to the maximum prorated amount in proportion to the relationship their basic workweek bears to forty hours.

C. Policy for Tuition Reimbursement

1. Courses must be related to the work of the employee's position, career development or occupation in such a fashion as will offer substantial benefit to the Court.

2. Courses which are directly related to the employee's work may be taken on not more than 50% of the Court's time. Employees taking approved courses which encroach on their regular scheduled working hours may be granted paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to 50% of the class time. Courses not directly related to the employee's work, such as career development, shall be on the employee's own time.

3. Courses must be taken for credit; audited courses will not be reimbursed.

4. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.

5. Prerequisite courses for eligible courses or courses which are required for the completion of a specific program are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.

6. <u>Courses are not eligible for tuition reimbursement if they:</u>

    a. Are taken to bring unsatisfactory performance up to an acceptable level, unless the course is directed to correct a deficiency.

    b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.

    c. Duplicate in-service training which is available.

    d. Duplicate training which the employee has already had.

7. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.

8. Reimbursement shall be subject to certification by the Court concerned that the course of study is directly related to the work of the employee.

9. Requests for reimbursement must be approved before the course is undertaken and such approval shall be subject to the availability of funds for tuition reimbursement within the Court.

10. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation.

D. Nature of Reimbursement

1. Reimbursement may be made in the amount of fifty per cent (50%) of actual out-of-pocket expenditures for tuition, registration fees, laboratory fees and required textbooks. Other related expenses and incidental costs are not reimbursable.

2. Reimbursement shall be limited as follows:

   a. No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.

   b. The maximum reimbursement that may be received by an employee in one fiscal year shall be seven hundred fifty dollars ($750) dollars.

   c. An employee shall be reimbursed for expenses totaling five dollars ($5.00) or more for a single course. Expenses less than five dollars ($5.00) for a single course are not reimbursable.

   d. No employee shall be reimbursed for non-resident fees above the normal resident fees.

E. Procedure for Tuition Reimbursement

The employee shall submit his/her request to the Court Executive Officer who shall either recommend approval of the request or deny it, based on the criteria set forth in this policy.

1. The employee shall apply for Tuition Reimbursement through such supervisory channels, on forms provided by the Court Executive Officer.

2. An employee may appeal denial of the request by the Court Executive Officer to the Judges' Personnel Committee (unless the reason for denial is lack of funds) to the grievance procedure provided in this MOU.

3. Upon completion of an approved course, the employee shall request the institution to certify fees paid and grade achieved, and to send certification to the Court Executive Officer. The employee shall also present evidence of payment of required textbook costs.

4. The Court Executive Officer may require that the employee evaluate the course in writing through normal supervisory channels.

F. Continued Service Requirement

An employee must continue in a full time, regular position in the Court service for one (1) year from the date of completion of the course. Failure to continue in the Court service, through resignation or discharge, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation. In such situation, the Union agrees that the Court is authorized to make a deduction from the employee's final paycheck for the appropriate amount of tuition reimbursement to be forfeited.

ARTICLE 24 CONFLICT OF INTEREST

A. Court employees shall not engage in any activity which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform the Court Executive Officer, in writing and in advance, of the time required and the nature of such activity. It shall be the responsibility of the Court Executive Officer to ensure that employees of the Court do not engage in any activity which constitutes a conflict of interest. The Court Executive Officer shall issue an opinion to an employee if the employee's proposed activity constitutes a possible conflict of interest within ten working days from the date the Court Executive Officer received notice of the proposed activity.

B. An employee who has followed this procedure will not be disciplined under the provisions of this section without such employee having received prior written notification of the possible conflict of interest. Disputes concerning this provision will be handled under the Court's Grievance Procedure.

ARTICLE 25 NO STRIKE/NO LOCKOUT

A. The Union, its members and representatives, agree not to engage in, authorize, sanction, or support any strike, sympathy strike, slowdown, stoppage of work, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or refusal to perform customary duties during the term of this MOU.

B. The Court agrees not to engage in any lockout during the term of this MOU.

ARTICLE 26 SEPARATION THROUGH LAYOFF

A. Determining the Need for Layoff

As prescribed by Government Code section 71652, a court employee may be laid off based on the organizational necessity of the court. A layoff for organizational necessity is defined as a termination based on the needs or resources of the court including, but not limited to, a reorganization or reduction in force or lack of funds.

In the event that the court determines such a layoff is necessary, the court will notify the union and take the following actions:

1. Identify the classification(s) in which position reductions may be required.

2. Advise employees in those classifications that position reductions may occur in their classifications.

3. Consider employee requests to reduce their position hours from full-time to part-time to alleviate the impact of the potential layoffs.

4. Consider approval of requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the court.

5. When it appears to the court that a workforce reduction may occur, the Court Executive Officer shall notify the Union of the necessity of such layoffs and shall meet and confer with it regarding the implementation of the action. Alternatives to layoff such as mandatory furloughs may be discussed.

6. Employees who are laid off will continue to receive medical, dental, and vision coverage through the month following the month their lay off is effective.

7. Employees who are laid off and subsequently rehired within a ninety (90) calendar day period following the effective date of their layoff will be considered as having served continuously in Court service for purposes of seniority and the employee's rate of annual leave accrual upon reinstatement from layoff. During this 90-day calendar period, such laid off employees will not be entitled to cash out accumulated annual leave entitlement, sick leave, holiday leave or compensatory time off. In the event such laid off employee is not rehired within this 90-day period, or if a laid off employee relinquishes all re-employment rights with the Court within this 90-day period, such employee shall be entitled to a payoff of earned benefits as provided in the MOU.

B. Length of Service (Seniority)

For purposes of this policy, seniority is defined as length of service in the classification in which the layoff is occurring, but not including leaves of absence without pay. Such seniority shall include time served in higher classification(s). In the event of a tie in seniority, length of service in the court shall be determinative. If the above factors remain equal, total length of county and court service shall be determinative.

C. Order of Layoff & Displacement

1. The Court will determine whether the layoff will occur on a court-wide basis or in one or more departments or classifications. Once the scope of the layoff is determined, employees will be laid off by seniority in the following order:
    a. Temporary employees;
    b. Limited term employees;
    c. Probationary employees;
    d. Regular employees.

2. Grounds for Layoff. Any employee(s) in a position in the court may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the court deems sufficient for abolishing the position(s).

3. Order of Layoff. The order of layoff in the court shall be based on inverse seniority in the class of positions, with the employee in the identified classification with the least seniority laid off first.

    In the event two or more employees with the same length of service occupy allocated positions in the same class, the employee with the most recent date of appointment to the class will be laid off or displaced first.

    Volunteers for Layoff – An employee who occupies a position within a class within a department affected by a layoff and/or displacement may volunteer to be laid off in place of another employee who has less seniority and who would otherwise be laid off. Such employee will be entitled to the same rights and restoration privileges as other employees in accordance with this Article.

4. Layoff by Displacement (Bumping) to a Lower Class. A regular employee who is laid off shall have the right to "bump" a less senior employee in a lower classification (i.e., one with a lower salary/wage range) in which the employee who is bumping had previously achieved regular status. The employee who is bumped shall be the employee with the least seniority in the lower classification. An employee who is bumped shall also have the right to bump a less senior employee in a lower classification in which the employee who is bumping had previously achieved regular status. Any employee who exercises bumping rights shall enjoy the pay, benefits, and terms and conditions of employment of the classification to which he or she bumps and shall follow the provisions set forth in section 5 below.

5. Status of Employee Upon Displacing
    Employees displacing (bumping) other employees must accept the salary, hours, and working conditions of the lower position to which assigned.

    a. An employee displacing another employee in a lower class shall receive the highest salary in the new range that does not exceed the displacing employee's rate of pay immediately prior to displacing. The displacing employee shall also retain the merit increase eligibility date to which he or she was entitled prior to displacing.

    b. Employees in full-time positions who displace employees in part-time positions shall cease to be full-time employees and become part-time employees receiving the compensation and benefits of part-time employees.

    c. Employees who are being laid off or displaced and are eligible to displace another employee may waive the right to displace into that position by so stating in writing to the Court Executive Officer within five (5) calendar days after the employee's first notice of layoff.

6. Particular Rules on Displacing

   a. Former regular full-time employees who have voluntarily become regular part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Court Executive Officer retain their regular full-time employee seniority rights for layoff purposes only and may in a later layoff displace a full-time employee with less seniority as provided in these rules.

Notice. The Court agrees to give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment

7. Reassignment of Laid Off Employees. Employees may request reassignment back to their pre-layoff status under the following circumstances:

   a. A full-time employee displaces another employee in the same classification to become a part-time employee;
   b. An employee voluntarily reduces his/her work hours to reduce the impact of layoff;
   c. An employee accepts a position of a status other than that from which they were laid off upon referral from the layoff list.

At the time of a workforce reduction, employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

8. Recall- Right to Re-employment.

   a. Each person who has been laid off from a position in which the person held regular status shall be placed on a re-employment list for six months from the effective date of the layoff. If a position is vacated or established in the classification from which the employee was laid off, such position shall be offered to employees on the re-employment list in the order of their former seniority in the classification, prior to the court recruiting for the position.

   b. Employees shall not accrue seniority while on a layoff. If an employee accepts a recall and in a timely manner reports to work, the employee's eligibility date for merit increases, longevity, etc. will be adjusted to reflect the period of layoff.

   c. To be eligible for recall, an employee must keep the court notified as to his or her current mailing address. Recall notices will be sent by certified mail to the employee's last known address as reflected in the court's personnel files. The employee must, within fifteen (15) calendar days from the date the notice was mailed, notify the court of his or her intent to return to work on the date specified in the recall notice and must thereafter return to work on such date.

9. Recall- Refusal of Re-employment.

   a. If an employee refuses a recall offer, does not respond to a recall offer within the time specified in Section 8.c above, or does not return to work on the date specified in the recall offer, he or she will be removed from the re-employment list and will not be eligible for further recalls.

   b. Laid-off employees either not responding to an offer of re-employment or refusing an offer of re-employment for reasons acceptable to the Court Executive Officer shall have their names restored

to their former places on the layoff eligible lists affected and shall lose only the then-available appointment opportunity. The Court Executive Officer must give written reason for removal from any eligible's name from the re-employment list.

10. Notification to Employee Representatives

The Court Executive Officer shall notify, in writing, within five (5) calendar days, the appropriate employee representative of either an employee's re-employment or removal from the eligibility list. Such notification shall include the basis for the action.

D. Furlough Days without Pay

1. Voluntary Furlough. In the event the court faces a budget crises and salary savings are needed to aid the court and employees in preserving positions, employees may request furlough days without pay (up to a maximum of fifteen (15) contiguous days in a calendar month.) Employees furloughed under this provision shall have their furlough days considered time in status solely for the purposes of maintaining leave accruals, court service time for merit step advancement, seniority and benefit eligibility. Furloughs can be authorized in a variety of configurations so long as the authorized period is no more than fifteen (15) contiguous days. Any leave over fifteen (15) contiguous days is considered a leave of Absence Without Pay and may be requested in accordance with Article 10, Section G of this MOU. A furlough can include any of the following:

   - 15 or fewer consecutive days, one or more times per year;
   - A specified number of furlough days each month (e.g. two days a month);
   - A specified number of furlough days each week (e.g. one day a week);
   - A specified number of furlough hours each month (e.g. five hours per month);
   - A specified number of furlough hours each week (e.g. four hours per week);
   - A specified number of furlough hours each day (e.g. one hour a day).

   The Court will notify employees when the granting of furlough days without pay will be considered. Requests for furlough days without pay will be made in a manner specified by the Court. When considering a request for furlough days without pay, the Court will consider whether granting the furlough will result in net cost savings, whether the absence can be accommodated within reasonable operational limits, and other relevant factors.

   The Court Executive Officer or designee has sole discretion to grant or deny all furlough requests.

2. Mandatory Furlough. In the event the court faces a budget crisis and salary savings are needed to aid the court and employees in preserving positions, the Court reserves the right to require mandatory furlough consistent with Section D.1, above.

ARTICLE 27 AMERICANS WITH DISABILITIES ACT (ADA)

The Court and the Union recognize that the Court has an obligation under law to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If by reason of the aforesaid requirement the Court contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this Memorandum of Understanding, the Union will be advised of any such proposed accommodation and be afforded an opportunity to discuss same prior to implementation by the Court.

ARTICLE 28 PERSONNEL FILES

A. The official personnel file for each Court employee shall be maintained by the Court. An employee, or his/her representative, shall have the right to review the employee's official personnel file in the Court Executive Office by scheduling a specific date and time, with the Court Human Resources staff. The employee's representative must present written authorization from the employee prior to reviewing the file.

B. A copy of any Personnel Action Forms, performance reviews, written reprimands, commendations or disciplinary actions placed in the employee's official personnel file will be provided to the employee at the time the material is sent to Court Executive Office for placement in the official file and a copy to Human Resources. Any additional copies of documents from the employee's official personnel file may be subject to reasonable charges in accordance with Court policy. The employee may respond in writing through the Court Executive Officer to documents placed in the file. This response will be filed with the original document.

C. Performance reviews and written reprimands shall only be placed in an employee's official personnel file if the employee has either signed and dated the document or a supervisor/manager has signed and dated it indicating the date the employee was given a copy and refused to sign it. Disciplinary action shall only be placed in the file after the employee has been provided a copy of the action.

ARTICLE 29 CONTRACTING OUT

Prior to contracting out work, which is customarily and routinely performed by employees in classifications covered by this MOU, the Court agrees to provide prior notice to the Union and to meet and confer on the impact of contracting out.

ARTICLE 30 CLASSIFICATION STUDIES

Each employee shall be provided notice of the window period for submitting reclassification requests each July. Employees may submit requests for classification studies between August 1 and September 30th annually. Requests shall be submitted to the Court Executive Officer.

The Court Executive Officer will determine those positions to be studied by November 30. An explanation as to why positions were not studied will also be provided; along with periodic updates to the Union.

ARTICLE 31 SEVERABILITY

If any provisions of this MOU should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provisions shall be restrained by such tribunal, the remainder of this MOU shall not be affected.

ARTICLE 32 TERM

The Court and SEIU, Local 1021, acting on behalf of its members, hereby confirm understanding on the above matters for the period commencing upon ratification and terminating on December 31, 2012. This MOU shall be automatically renewed on a month-to-month basis until a successor MOU is negotiated and ratified by the parties. This MOU shall become effective only upon approval by the Superior Court of California, County of Solano and ratification by the membership of SEIU, Local 1021.

ARTICLE 33 LABOR/MANAGEMENT COMMITTEE

The Court has established a Labor/Management Committee to meet quarterly, or more frequently if necessary, to discuss issues affecting Court employees and solutions acceptable to both the Court Management and Union members.

It is recognized that the Labor/Management Committee is not an appropriate forum to address individual personnel matters or to address matters subject to a meet and confer obligation.

ARTICLE 34 REIMBURSEMENT FOR CONTINUING EDUCATION

Upon approval by the Court Executive Officer, employees who are active members of the State Bar of California may request reimbursement for registration, tuition, and other costs associated with attending a course for continuing education credits, as described in Article 10, Section M.

Reimbursement requests must conform to the Travel Policy and Guidelines of the Court.

ARTICLE 35 REOPENER

The parties agree to schedule a time to meet thirty (30) days following the Court being notified by the Judicial Council of California of the Court's allocation for the 2011/2012 fiscal year. The parties agree to reopen negotiations limited to:

- Article 8, Section A Salary
- Article 15, Section A Medical Benefit Plans
- Article 15, Section B Dental Benefit Plans
- Article 15, Section C Vision Benefit Plans.

The parties agree to schedule a time to meet thirty (30) days following the Court receiving notification by the Judicial Council of California of a change in funding for fiscal year 2010/2011, 2011/2012, or 2012/2013, the parties agree to reopen negotiations limited to:

- Article 8, Section A Salary
- Article 15, Section A Medical Benefit Plans
- Article 15, Section B Dental Benefit Plans
- Article 15, Section C Vision Benefit Plans.

Court Representatives

_____

Brian K. Taylor Date
Court Executive Officer

_____

Arline L. Lisinski Date
Chief Negotiator/Human Resources Manager

_____

Lezlee Sheldon Date
Team Member/Program Manager

_____

Georgia Moreno Date
Team Member/Human Resources Analyst

Union Representatives

_____

Greg Carter Date
Chief Negotiator/Worksite Organizer

_____

Joan Maes Date
Team Member/Supervising LPC

_____

Christine Donovan Date
Team Member/Senior Staff Attorney

_____

Frances Ho Date
Team Member/DV Services Coordinator

APPENDIX "A" EMPLOYEE RECOGNITION PROGRAM

PURPOSE: To identify, recognize and show appreciation for employees who make outstanding contributions to the Court and participate in meeting the goals of the Court. The Court's intent in promoting this program is to promote cooperation and teamwork, increase employee involvement and develop a standard of excellence in the organization through employee example.

POLICY: To recognize the outstanding contributions of Court employees.

GOLDEN GAVEL AWARD

The Court's program to provide timely recognition to employees who have made an extra effort to make a difference in completing a project in addition to their regular workload, providing exemplary service to the public or another department or division, excellent performance under adverse working conditions or for making a meaningful suggestion to improve the work of their division or the Court.

ELIGIBILITY: All regular employees are eligible to receive an award.

SELECTION PROCESS: Fellow employees may make recommendations to the Court Executive Officer who gives final approval.

APPENDIX B 2011 ALPHABETICAL LIST OF CLASSES AND WAGES

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Family Law Facilitator	$5,963.25	$6,261.41	$6,574.48	$6,903.20	$7,248.36
Domestic Violence Services Coordinator	$3,813.33	$4,004.00	$4,204.20	$4,414.41	$4,635.13
Facilities and Safety Officer	$3,260.13	$3,423.13	$3,594.29	$3,774.00	$3,962.70
Information Specialist I	$3,932.00	$4,128.60	$4,335.03	$4,551.78	$4,779.37
Information Specialist II	$5,018.32	$5,269.24	$5,532.70	$5,809.34	$6,099.80
Investigator	$4,937.52	$5,184.39	$5, 443.61	$5,715.79	$6,001.58
Network Analyst	$5,018.32	$5,269.24	$5,532.70	$5,809.34	$6,099.80
Probate Examiner	$4,937.52	$5,184.39	$5,443.61	$5,715.79	$6,001.58
Senior Staff Attorney	$7,642.53	$8,024.66	$8,425.89	$8,847.18	$9,289.54
Staff Attorney	$5,963.25	$6,261.41	$6,574.48	$6,903.20	$7,248.36