MEMORANDUM OF UNDERSTANDING

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION

UNIT 15

(CHILD CUSTODY RECOMMENDING COUNSELOR/MEDIATOR AND COURT REPORTERS)

AND

THE FRESNO COUNTY SUPERIOR COURT

Fresno, California

Upon Ratification -- SEPTEMBER 30, 2016

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ARTICLE 1 - INTRODUCTION/ PURPOSE

We, the Undersigned, duly appointed representatives of the Superior Court of California, County of Fresno, hereinafter referred to as "Court" and the Service Employees International Union – Local 521, Unit 15, hereinafter referred to as "Union" having met and conferred in good faith, do hereby jointly prepare and execute the following written Memorandum of Understanding (MOU) for Representation Unit 15 (Court Professionals). It is the purpose of the MOU to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered herein and to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU.

ARTICLE 2 - RECOGNITION

The Court hereby recognizes the Union as the exclusive representative of all employees whose classifications have been included in the Unit covered by this MOU, as well as such classifications as may be added to such Unit.

ARTICLE 3 - MANAGEMENT RIGHTS

A. All Court rights, powers, functions, and authorities except as expressly abridged by this MOU shall remain vested in the Court whether or not they have been exercised in the past.

B. No portion of this Court Management Rights article shall be construed to obligate the Court in any way.

C. All decisions made in accordance with Court Management Rights which are established in this article or are inherently existent shall not be subject to any aspect of the grievance procedure or unfair employee relations practice charges.

D. This article is not intended to modify those rights which have been granted to employees in this MOU following procedures specified in Government Code Sections 68650-68655 and California Rules of Court, rules 10.651-10.659.

E. In the exercise of its rights, the Court shall not require an employee to perform an act or acts contrary to licensing law.

F. This article is not intended to restrict consultation with the Union at the request of the latter regarding matters within the right of the Court to determine.

G. The rights, powers, and authorities of the Court include, but are not limited to, the sole and exclusive right to:

1. determine the mission of its departments and divisions;

2. set standards of services and evaluate the Court's effectiveness in delivery of these services;

3. determine the procedures and standards for employee selection, promotion, demotion, transfer, reassignment and/or layoff;

4. select, train, direct, assign, demote, promote, layoff, dismiss its employees;

5. communicate fully and openly with its employees on any subject at any time orally, in writing, both at work or through the U.S. mail;

6. take disciplinary actions;

7. relieve its employees from duty or reassign employees because of lack of work or for other reasons the Court considers legitimate;

8. evaluate and maintain the efficiency of Court operations;

9. determine and change the method, means, personnel, and standards by which Court operations are to be conducted;

10. determine the content of job classifications;

11. take all necessary actions to carry out its mission in emergencies including the suspension of portions or all of this MOU for the period of emergency as determined by the Court;

12. exercise complete control and discretion over its organization and the technology to perform its work;

13. make rules and regulations pertaining to employees consistent with this MOU;

14. make all financial and budgetary decisions;

15. establish, allocate, schedule, assign, modify, change, and discontinue work shifts, working hours and/or work weeks;

16. contract, subcontract, establish, merge, continue or discontinue any function or operation of the Court;

17. engage consultants for any future or existing function or operation of the Court;

18. order overtime;

19. make decisions regarding:

    a. the merits and administration of the Court;
    b. coordination, consolidation and merger of Courts and support staff;
    c. automation, including but not limited to, fax filing, electronic recording and implementation of information systems;
    d. design, construction and location of Court facilities;
    e. delivery of Court services;
    f. hours of operation of the Court;
    g. determine assignments and transfers of Court employees.

ARTICLE 4 - RELEASE TIME

When the Union wishes to be represented by a Court employee, rather than a non-employee representative, at meetings within the scope of representation which affect the representation Union, that employee will have release time with prior Court Executive Officer (CEO) approval for presentations to Court Boards, Committees, and Commissions and will have release time as approved for meeting with management at the departmental and Court-wide level. The Union Field Representative will submit a written request to the CEO at least twenty-four (24) hours prior to the scheduled meeting unless waived by mutual agreement. Reasonable time off will be approved if it does not interfere with the performance of Court operations as determined by the CEO or his/her designee.

ARTICLE 5 - EMPLOYEE APPEALS

When an employee believes he/she has been adversely affected by an action taken by the Court, he/she may appeal the consequence, where applicable, through:

1. The Employee Grievance Procedure, when the alleged adverse action is grievable as specified in the procedure.

2. The Fresno County Superior Court Employment Protection System (EPS) when the alleged adverse action is appealable as specified in the EPS.

3. Discriminatory Complaint Procedure, when the alleged adverse action involves an unlawful discriminatory employment practice or act.

ARTICLE 6 - REPRESENTATIVE ACCESS

Authorized Union representatives will be granted access to work locations with the approval of the CEO or designee for the purpose of conducting grievance investigations and observing working conditions.

To gain such access, Union representatives shall obtain permission from the CEO or designee sufficiently in advance as determined by the CEO or designee. Once access permission is granted and the representative arrives, the representative shall confine activity specifically to the stated location and reason for requesting access.

ARTICLE 7 - UNION SECURITY

Each new employee shall become a member or pay a service fee equal to dues, unless said employee opts not to either become a member or pay a service fee at the time of employment. A registry of signed forms shall be maintained in the Payroll Division of the Court for Union inspection.

Withdrawal may only occur during the full month prior to the month in which this Agreement expires, or when the job classification is removed from the Unit.

Provisions of this section shall not apply to personnel in management, supervisory, confidential, and unclassified positions nor to those whose religious beliefs preclude such membership or service fee.

The Court shall deduct, once each regular pay period, the amount of regular and periodic dues, fees, and insurance premiums as may be agreed upon between the Court and the Union under the authority of an authorization card furnished by the Court and signed and dated by the employee. Said deduction, together with a written statement of the names with amounts deducted, shall be forwarded promptly to the Union office.

The Court agrees to continue deducting dues, fees, and other agreed monies from employee's pay. The Union agrees to indemnify and hold the Court harmless from any and all claims, demands, suits, or any other action arising from this portion of the Agreement.

The Court shall, upon request, provide the Union with Computer Services printouts containing information of a non-confidential nature on Unit employees such as: name, date of hire, salary and classification. The Union shall pay an at-cost fee to be determined by the Court for all computer runs.

ARTICLE 8 – IN-COMBINATION PROMOTIONS

For all classifications within this unit, an employee must be at step 5 for a minimum of one year before they advance to the next level in a series. In order to be eligible for advancement the employee must also have no "Needs Improvement" in any area of their performance evaluation for the preceding two years.

Advancement to the next level will only be considered at an employee's scheduled evaluation date.

ARTICLE 9 - SALARIES

Effective September 29, 2014, base salaries for all classifications shall be increased by three percent (3%).

Effective September 28, 2015, base salaries for all classifications shall be increased by two percent (2%).

ARTICLE 10- BULLETIN BOARDS

The Court shall provide space for and permit the installation of Union bulletin boards (or provide reasonable space on Court bulletin boards) for official Union notices at each central work location. Such bulletin boards shall be maintained in accordance with provisions of the Court. No such bulletin boards shall be located in areas frequented by the public doing business with the Court as determined by the Court.

ARTICLE 11 - MEETING SPACE

The Court shall reasonably make available conference rooms and other meeting areas for the purpose of holding Union meetings during off-duty time periods. All requests will be made to the CEO or designee on the Superior Court of California, County of Fresno Facility /Area Use Permit. All of the terms and conditions set out in the Permit shall apply to any request to use Court facilities or areas for the purpose of holding union meetings with the exception that all requests for the use of Court facilities for union meetings may be presented three (3) working days prior to the date of the proposed use.

ARTICLE 12 - CONTINUITY OF OPERATIONS

Continuous and uninterrupted service to the citizens of the County, and orderly employee/employer relations between the Court and its employees are essential considerations of this agreement. Therefore, the Union agrees on behalf of itself and those Court employees which it represents both individually and collectively that there shall not be any strikes, picketing, boycotting, work stoppages, sitdowns, sickouts, speed-ups, slow-downs, or secondary action such as refusal to cross picket lines or any other concerted refusal to render services or to obstruct the efficient operations of the Court or refusal to work, including refusal to work overtime, or any other curtailment or restriction of work at any time.

In the event the Court determines there to be a violation of this article by the Union

and/or the employees which it represents, the employer may, in addition to other remedies, discipline such employees up to and including discharge subject to Court Personnel Rules.

The Court shall not utilize a lock-out technique in its employee/employer relationships.

ARTICLE 13 - UNPLANNED ABSENCES

The Court and the Union agree that employees who are excessively absent and/or tardy present a hardship to both management and their fellow workers. If abuses continue, the CEO or designee is encouraged to take whatever disciplinary action is necessary to resolve the problem, consistent with attendance monitoring policy and procedures within the Court Personnel Rules and Employment Protection System.

ARTICLE 14 - COURT APPEARANCES

All employees covered by this MOU shall receive full compensation as though they were performing their regular duties during such time as they are required to appear as a witness before the Fresno County Grand Jury, or before any court as:

1. A juror;

2. Witness in a criminal case;

3. Witness in a civil case for the purpose of giving testimony as to facts related to or the knowledge of which they have received in the course of their Court employment;
4. A party to an action arising out of the course of Court employment.

They shall claim any jury, witness, or other fee to which they may be entitled by reason of such appearance and forthwith pay the same over to the Court to be deposited in the appropriate fund of the Court.

Any employee who initiates an action against the Court shall not receive paid time off for any court appearances.

Employees covered by this MOU shall not be compensated for performing as a member of any Grand Jury.

ARTICLE 15 - DAMAGE TO PERSONAL PROPERTY OF EMPLOYEE

Court May Provide Payment

Pursuant to Government Code Section 53240, the Court may provide for the payment of the costs of replacement or repair of property or prosthesis of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee, when such items are lost or damaged in the line of duty without fault of the employee.

Eligibility

Damage to items being claimed must occur without fault of the employee and while the employee is on official Court business. All claims must be verified and approved by the employee's supervisor.

Procedure

All claims for reimbursement must be submitted to the CEO or designee within thirty (30) days after damage was incurred.

1. All receipts, invoices, and estimates of repair or value must be attached to claim when submitted.

2. Estimates of value or repair must be made by a dealer or authorized repairperson of the items being claimed and not by the employee.

3. If the items are damaged beyond repair, or if the cost of repair exceeds the estimated value, reimbursement shall be made on the value of the items at the time the damage occurred.

CEO or Designee Responsibility

All claims for lost or damaged property will be reviewed by the CEO or designee to determine if reimbursement should be made, and the amount of reimbursement. The claimant will be notified of the decision of the CEO.

Appeal Procedure

Decisions of the CEO are final; decisions are not appealable or grievable.

ARTICLE 16 - PRIVATE VEHICLE USAGE

The Court may authorize its employees to use their private vehicle to travel on business for the Court provided that each such employee shall have first complied with Court automobile insurance requirements.

In order to be authorized travel by private vehicle, the employee must possess an appropriate valid California driver's license and required to be covered by liability insurance for the minimum amount prescribed by law. Court employees are required to

be covered by liability insurance for the minimum amount prescribed by State Law ($15,000 for personal injury to, or death of, one person; $30,000 for injury to, or death of, two or more persons in one accident; $5,000 property damage).

The parties agree that in instances where employees are called back to work outside their regularly scheduled working hours, transportation to and from work shall be at the employees' expense.

Any employee required to travel on business for the Court from a Court facility to another authorized facility where Court business is conducted, shall be compensated as provided below.

Any employee authorized to travel on business for the Court and who has been duly authorized to use and does use a privately owned automobile shall be allowed and paid as traveling expense for the actual miles traveled during any calendar month at the prevailing Judicial Councils' approved reimbursement rate per mile.

ARTICLE 17 - EMPLOYEE BENEFITS

The Court agrees for plan year 2015 and 2016 to contribute up to a maximum of $296.16 per pay period for employee coverage and a maximum of $405.38 per pay period for employee plus dependent.

The parties agree that employees covered by this MOU shall have made available to them comparable health insurance, life insurance, dental insurance, unemployment insurance, and disability insurance as currently provided to all members of this bargaining unit. The parties agree that employees who provide verification of alternate health, dental, and vision coverage may opt-out of participating in the Court health plan. There will be no compensation for those that opt-out.

The Court will provide release time for one (1) employee to attend the Fresno Superior Court Health Benefits Advisory Committee meetings.

ARTICLE 18 - ANNUAL LEAVE

1. The Court and SEIU Local 521 agree all employees covered by this MOU shall utilize the Court's Annual Leave plan. The provisions of the Court's Annual Leave plan are referenced in the Court's Personnel Manual. Court will continue to allow employees to request 48-hour notification on annual leave request.

2. The 120 hours mandatory minimum Annual Leave usage will not apply to new employees until the payroll year following the completion of 52 pay periods of service.

3. Usage of old vacation and sick leave balances by Court Reporters transitioned to the Court's Annual Leave plan shall be governed by the rules pertaining to usage

set forth in the Court Reporter's Annual Leave Conversion side letter agreement.

4. Employees covered by this MOU with less than 15 years of service shall be permitted to sign up for120 hours of Annual Leave, during the annual vacation sign-up period based on seniority.

5. Employees covered by this MOU with 15 or more years of service shall be permitted to sign up for 160 hours of Annual Leave, during the annual vacation sign-up period based on seniority.

6. Employees covered by this MOU with 20 or more years of service shall be permitted to sign up for 200 hours of Annual Leave, during the annual vacation sign-up period based on seniority.

7. Employees shall be allowed to take their designated vacation days provided that the employee has sufficient accrued time at the time the vacation is taken. If the employee is on Attendance Monitoring at the time of vacation sign-up, he/she will be allowed to sign up for vacation with the understanding that if he/she is on Attendance Monitoring when vacation time comes around, the vacation may not be approved.

8. All employees covered by this MOU will be allowed to donate Annual Leave to other Court employees subject to the provisions of the Court's Annual Leave donation program. An employee determined to be eligible for donations of annual leave may receive donations of sufficient hours to cover the approved leave plus an additional 40 hours.

9. The Court agrees to integrate Annual Leave/Sick Leave benefits with State Disability Insurance benefits and Paid Family Leave benefits and to permit all classifications to participate in SDI.

ARTICLE 19 - ANNUAL LEAVE ACCRUAL

The Court has an annual leave program that combines sick leave and vacation time. Accrual rates are based on pay periods of any uninterrupted employment service. Effective December 22, 2014, employees shall earn annual leave accruals for each full hour of pay during the regularly scheduled work week. For purposes of this section, forty (40) hours is considered a regular work week for Child Custody Recommending Counselors/Mediators and thirty-five (35) hours is considered a regular work week for Court Reporters.

Employees hired prior to December 24, 2012, shall accrue biweekly annual leave at the rates listed below:

AL Accrual Prior to 1/1/2013	Service Time	Full Accrual Rate	Hourly Accrual Rate up to 80 hrs (CCRC)	Hourly Accrual Rate up to 70 hrs (CSR)	# of Accrued Days
0 to 1.5 years of service	0 – 39 pay periods	6.15	0.076875	0.087857	20
1.5 to 3 years of service	40 – 78 pay periods	7.08	0.0885	0.101143	23
3 to 6 years of service	79 – 156 pay periods	8.92	0.1115	0.127429	29
6 to 10 years of service	157 – 260 pay periods	10.15	0.126875	0.145	33
10 to 15 years of service	261 – 364 pay periods	11.38	0.14225	0.162571	37
15 to 19 years of service	365 – 494 pay periods	11.69	0.146125	0.167	38
20 years of service	495-520 pay periods	11.85	0.148125	0.169286	38.5
21 years of service	521-546 pay periods	12.00	0.15	0.171429	39
22 years of service	547-572 pay periods	12.15	0.151875	0.173571	39.5
23 years of service	573-598 pay periods	12.31	0.153875	0.175857	40
24 years of service	599-624 pay periods	12.46	0.15575	0.178	40.5
25 years of service	625-650 pay periods	12.62	0.15775	0.180286	41
26 years of service	651-676 pay periods	12.77	0.159625	0.182429	41.5
27 years of service	677-702 pay periods	12.92	0.1615	0.184571	42
28 years of service	703-728 pay periods	13.08	0.1635	0.186857	42.5
29 years of service	729-754 pay periods	13.23	0.165375	0.189	43
30 years of service	755-780 pay periods	13.38	0.16725	0.191143	43.5
31 years of service	781-806 pay periods	13.54	0.16925	0.193429	44
32 years of service	807-832 pay periods	13.69	0.171125	0.195571	44.5
33 years of service	833-858 pay periods	13.85	0.173125	0.197857	45
34 years of service	859-884 pay periods	14.00	0.175	0.2	45.5
35 years of service	885-910 pay periods	14.15	0.176875	0.202143	46
36 years of service	911-936 pay periods	14.31	0.178875	0.204429	46.5
37 years of service	937-962 pay periods	14.46	0.18075	0.206571	47
38 years of service	963-988 pay periods	14.62	0.18275	0.208857	47.5
39 years of service	989-1014 pay periods	14.77	0.184625	0.211	48
40 years of service	1015-1040 pay periods	14.92	0.1865	0.213143	48.5

Employees hired on or after December 24, 2012, shall accrue biweekly annual leave as follows:

AL Accrual 1/1/2013 and After	Service Time	Full Accrual Rate	Hourly Accrual Rate up to 80 hrs (CCRC)	Hourly Accrual Rate up to 70 hrs (CSR)	# of Accrued Days
0 to 4.99 years of service	0-129 pay period	4.62	0.05775	0.066	15
5 to 9.99 years of service	130-259 pay period	6.15	0.076875	0.087857	20
10 to 14.99 years of service	260-389 pay periods	7.69	0.096125	0.109857	25
15 to 19.99 years of service	390-494 pay periods	9.23	0.115375	0.131857	30

After 494 pay periods (20 years) the leave accrual rate is an additional two hours of annual leave per year for an additional twenty-six (26) pay periods of continuous service.

Employees hired on or after December 24, 2012, may accrue annual leave up to a maximum of 800 hours.

ARTICLE 20 - ANNUAL LEAVE CASH-OUT

Employees with more than 200 hours of accrued unused annual leave may cash out up to 40 hours of annual leave so long as their accrued unused annual leave, after cash-out, is at least 200 hours. For example, an employee with 230 hours of accrued unused annual leave could cash out up to 30 hours of leave.
Employees with more than 300 hours of accrued unused annual leave may cash out up to 80 hours of annual leave so long as their accrued unused annual leave, after cash-out, is at least 300 hours. For example, an employee with 350 hours of accrued unused annual leave could cash out up to 50 hours of leave.

Employees may request an annual leave cash-out as follows:

Employees may voluntarily request to cash out each fiscal year a maximum of eighty (80) accrued annual leave hours. In order to cash out annual leave, all of the following conditions will apply:

1. The employee must have a minimum balance of 200 hours to be eligible to apply for cash-out.

2. Adequate funding must be available.

3. The request must be approved by the CEO.

4. Sufficient advance notice must be given on an application available in the

Human Resources Department.

5. Annual leave hours will be paid to the employee on the earliest pay warrant practicable, and will be paid at the employee's base, biweekly salary at the time of cash-out, not including any differentials.

ARTICLE 21- ANNUAL LEAVE MANDATORY USAGE – EMPLOYEES ON UNPAID LEAVES

It remains the policy of the Court that employees be permitted to take Annual Leave for vacation purposes to the maximum extent consistent with operational needs.

Minimum usage of Annual Leave hours for employees on approved leave of absence shall be as follows:

Those employees who have been on approved leave of absence from zero (0) to four (4) full pay periods duration during the payroll year shall also be required to use the requisite one-hundred twenty (120) hours of Annual Leave for vacation, illness, or other purposes during the payroll year. Employees who have been on an approved leave of absence from five (5) to nine (9) full pay periods duration during the payroll year shall be required to use a minimum of eighty (80) hours of Annual Leave. Employees who have been on an approved leave of absence from ten (10) to twelve (12) full pay periods duration during the payroll year shall be required to use a minimum of sixty (60) hours of Annual Leave. Employees who have been on an approved leave of absence longer than twelve (12) full pay periods duration during the payroll year are not required to use Annual Leave hours.

ARTICLE 22 - COURT HOLIDAYS

Holidays

The dates listed below which fall within the normal work week of Monday through Friday shall be considered paid holidays and shall be observed subject to provisions contained in the Court Personnel Rules:

January 1 (New Year's Day)

Third Monday in January (Martin Luther King Jr.'s Birthday)

February 12 (Lincoln's Birthday)

Third Monday in February (Washington's Birthday)

March 31 (Cesar Chavez Birthday)

Last Monday in May (Memorial Day)

July 4 (Independence Day)

First Monday in September (Labor Day)

November 11 (Veteran's Day)

Fourth Thursday in November (Thanksgiving Day)

Day following Thanksgiving

December 25 (Christmas)

Every Monday following a Sunday which falls on:
January 1, February 12, March 31, July 4, November 11, or December 25

Every Friday when such Friday immediately precedes:
January 1, February 12, March 31, July 4, November 11, or December 25

The Court and the Union agree to meet and confer on implementation of any additional judicial holidays authorized by statute.

Holiday Pay Eligibility

Employees are eligible for holiday pay only if they are at work or on an approved annual or sick leave on their last assigned shift immediately before or after the holiday. Employees claiming annual leave for illness purposes or sick leave on their last assigned shift immediately before or after a Court holiday as set forth in this MOU may be required by the CEO or designee to provide a statement from a California licensed physician setting forth the specifics which necessitated the employee's absence for illness or injury purposes in order to be eligible for holiday pay.

Compensation for Time Worked on a Holiday

When employees in permanent positions in classifications eligible for overtime are required to work on a holiday as defined herein, the time so worked shall be compensated at the rate of two and one-half (2½) times the employee's base hourly rate of pay for the first eight (8) hours worked and at time and one-half (1½) the employee's base hourly rate of pay for all subsequent hours worked on the holiday. Holiday compensation shall include all consecutive shift hours worked when a major portion (greater than 50%) of the shift is worked on the holiday. Holiday compensation shall be limited to a single consecutive shift worked on the holiday. Holiday compensation is not included as Fair Labor Standards Act (hereinafter FLSA) overtime in the FLSA work period. Therefore, holiday compensation can be received in cash or compensatory time off.

In lieu of the two and one-half (2½) time holiday compensation mentioned herein, an employee can choose to receive holiday credit equal to the number of hours worked on a holiday up to eight (8) hours and overtime compensation of time and one-half (1½) for all overtime hours worked on a holiday.

Holidays - Part-time Employees

Employees occupying permanently allocated positions who work eighty percent (80%) or more of a full-time position shall be credited with eight (8) hours of holiday pay; employees occupying permanently allocated positions who work less than eighty percent (80%) of a full-time position shall be credited with four (4) hours of holiday pay.

ARTICLE 23 – COURT REPORTER HOURS OF WORK

After June 24, 2013, the normal work week for court reporters will be 35 hours with the hours of work being 8:30 a.m. to 4:30 p.m.

After June 24, 2013, court reporters shall earn retirement benefits based upon the 35 hour work week.

ARTICLE 24 - OVERTIME

Overtime is authorized work, consistent with the Court Personnel Rules. Court Reporters shall receive compensation in cash at the rate of time and one-half (1.5) for overtime worked in excess of seven (7) hours in a work day or more than thirty-five (35) hours in a work week. Court Reporters covered by this MOU may accrue compensatory time off up to a maximum of forty (40) hours. Employees may request to be paid in cash at any time for accrued hours. Use of compensatory time off shall be at a time mutually agreed upon by the Court Reporters and CEO or designee. Compensatory time off balances may be paid off annually in cash at a time selected by the CEO or designee, at his/her discretion. All payments of compensatory time off shall be paid at the current base rate of pay.

Child Custody Recommending Counselors/Mediators are exempt employees and therefore are ineligible for overtime.

ARTICLE 25 - DIRECT DEPOSIT OF PAYROLL CHECKS

All paychecks of employees represented by this Unit shall be directly deposited by the Court in a financial institution of the employee's choice, which accepts direct-deposits and does not charge the Court any fee(s) for such service.

In the event an employee declines or fails to designate a financial institution to receive deposit of their paycheck, such employee will receive a paper check. The Court may at any time issue a paycheck debit card to the employee in lieu of a paper check. If this process is implemented, the employee's paycheck would be deposited onto the debit card on the designated pay date. Any change to the employee's direct deposit bank account will take one to two payroll cycles before the new direct

deposit takes effect. All paper checks can be picked up after 8:00 am on each pay date in the Payroll department.

In the event that the financial institution designated by the employee to receive their paycheck commences to charge a fee to the Court for such deposit service, the Court shall notify the employee of the effective date of such proposed fee, when such information is available to the Court, and the employee shall decide to either: 1) continue the designation of that institution and pay the fee required by the financial institution; or 2) designate another institution which does not charge such fees to receive the employee's paycheck; or 3) make no designation and have the paycheck processed in accordance with the provisions above.

Employees electing options 1 or 2 shall complete the appropriate designation form and forward it to the Court's Human Resources Department four (4) weeks in advance of the effective date of such fees.

ARTICLE 26 - PERSONNEL FILES

Personnel files shall be governed by the Court Personnel Manual.

ARTICLE 27 - PERFORMANCE EVALUATIONS

Performance evaluations shall be governed by the Court Personnel Manual.

ARTICLE 28 - SAFETY AND HEALTH

Pursuant to California Labor Code Section 6401.7 Court departments will maintain an Injury & Illness Prevention Program (IIPP) relative to individual division/unit operations. It is the duty of management and employees to make reasonable efforts to provide and maintain a safe and healthy place of employment and adhere to established safety policies and procedures and report hazards accordingly.

The Injury & Illness Prevention Program process must be exhausted before a complaint is further pursued in any other forum/process.

ARTICLE 29 - DISCIPLINARY ACTION

Employees facing disciplinary action as defined by the Court Employment Protection System implementing either disciplinary suspension, administrative salary reduction, disciplinary demotion or dismissal may elect to be accompanied by a representative of their choosing at any administrative proceeding, conducted prior to the imposition of such discipline.

Appeals to any disciplinary action so imposed, will be governed by applicable provisions of said Court Employment Protection System. Disciplinary actions other than those defined above shall not be governed by the provisions of this section.

ARTICLE 30 - ON-THE-JOB INJURIES/HEALTH PLAN PREMIUMS

Employees who are seriously injured; or who become ill; or who are exposed to toxic materials; any of which are as a result of an incident or exposure on the job which causes need for medical treatment and who cannot return to work, as verified by a California licensed physician's statement, on the day such incident occurs, shall receive their full normal compensation for that day as though they had continued to work. There shall be no required use of annual or sick leave time for such day.

Until the pay period starting September 28, 2015, and under conditions set forth below, the Court will continue to pay the Court contribution toward the employee's health insurance for up to fifteen (15) full pay periods. The Health Benefit Plan employee-only contribution will be paid when all of the following conditions have been met:

1. The employee is on an approved medical leave of absence under provisions of Court Personnel Rules;

2. The medical leave of absence is a result of a bona fide on-the-job injury or illness;

3. The employee has exhausted all accrued paid time off, including, but not limited to Annual Leave, sick leave and compensatory time off;

4. The employee has not been released by the attending physician to return to duty on a full or part-time basis.

The employee will assume full responsibility for payment of the employee-only contribution at the beginning of the sixteenth (16th) pay period of a medical leave of absence due to an on-the-job injury or illness. The employee retains full responsibility for payment of Health Benefit Plan contributions for any continued dependent coverage regardless.

ARTICLE 31 - CONTINUING EDUCATION

Employees will be granted time off to attend professional meetings, seminars, and conventions as long as it is in reasonable numbers consistent with staffing needs. When approved by the CEO or designee, employees may be granted paid time off to attend training sessions.

In order to avoid favoritism, in-service seminars and workshops pertaining to skill

development will be granted as equitably as possible.

Employees of this Unit who, during the term of this Agreement, are required to attend continuing education courses, seminars, etc., as a requisite for retention of a license, certification or registration which is a condition of continuing Court employment, shall be given Court-paid time off from their regular work schedule for said attendance.

The Court will consider, consistent with departmental operational needs, employee's requests for time off (e.g., annual leave, vacation, CTO, dock time) to attend job related college courses which are only offered during the employee's regular work hour schedule. It is understood that any time off approved will be within established work schedules in order to minimize any impact to the Court. Decisions by CEO or designee are final and are not appealable or grievable.

ARTICLE 32 - ALTERNATE WORK SCHEDULES

At the request of either employees or the Union, the Court agrees to meet and confer regarding alternate work schedules. New alternate schedules or modification of existing schedules will be implemented upon mutual agreement of the Union and Management. The Court shall retain the right to develop alternate work schedules.

ARTICLE 33 - BEREAVEMENT LEAVE

Each employee occupying a permanent position shall be eligible for paid Bereavement Leave up to a maximum of twenty-four (24) hours per bereavement for the death of a qualifying relative, defined as the employee's husband, wife, parent, brother, sister, child, grandparent, grandchild , step-parents, step-children, foster parents, foster children or registered domestic partner or these same relationships by affinity. Affinity shall be defined as relationship by marriage, excluding relationships which are excluded through final dissolution of marriage. Employees granted Bereavement Leave shall only be paid for any work hours regularly scheduled, but not worked.

Employees may request use of annual leave when the employee desires time off in excess of twenty-four (24) hours for bereavement-related purposes.

In determining the number of hours to be permitted for a bereavement, the CEO or designee will, in addition to other factors, consider potential interruption of service.

Employees taking Bereavement Leave shall submit a statement under penalty of perjury on a form provided by the Court stating the name of the deceased, place of death, relationship to the employee, and circumstances showing that the time taken as Bereavement Leave was reasonably necessary in order for the employee to attend to any necessary family obligations.

ARTICLE 34 - LIFE INSURANCE

The Court agrees to offer term life insurance at the option of individual employees. Such insurance will be paid for by the employee opting to receive this insurance and shall be subject to provisions as established by the Court/County and the insurance carrier.

ARTICLE 35 - NON-DISCRIMINATION POLICY

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

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

ARTICLE 36 - LABOR MANAGEMENT COMMITTEE

The parties agree to establish a Court Units Labor Management Committee composed of one (1) employee representative and one (1) staff representative from the Union and representatives designated by the Court.

The Committee may meet at least quarterly, or upon the written request of either party, for the purpose of discussing matters of mutual concern affecting the Court bargaining units and attendees. Discussion items must be forwarded to the Human Resources Director, or designee, at least five (5) court days in advance or the meeting will be cancelled. Meet and confer subjects shall not be discussed at such meetings.

The Committee shall be authorized to meet on Court premises and Court paid time, not to exceed two (2) hours per meeting.

ARTICLE 37 - ORIENTATION PROGRAM FOR NEW EMPLOYEES

The Court agrees to maintain, within budget constraints, during the term of this MOU, an orientation program for newly hired Court employees. A total of fifteen (15) minutes will be provided for presentations by Union representatives. One (1) representative of

the Union may participate in these presentations at each Court Personnel Management-sponsored new employee orientation program where new employees of this unit are in attendance. Reasonable time will also be allowed for questions and answers. The Court will schedule each new employee for orientation within forty-five (45) working days of hire.

ARTICLE 38 - SHOP STEWARDS

A. Purpose

The Court recognizes the need and affirms the right of the Union to designate Shop Stewards from among employees in the Unit. It is agreed that the Union in appointing such Shop Stewards does so with the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.

B. Role of Steward and Manager

The Shop Steward recognizes the fact that the manager is the representative in the department and, as such, is responsible to higher management for the quality of the work. As the manager is the representative for the Court, the Shop Steward is the representative for the Union. They must be willing to meet in good faith to settle grievances as they arise. The Shop Steward understands that the Stewardship function does not relieve them from conforming to all rules of conduct and standard of performance established by law, regulation, Court or department policy or this MOU.

C. Selection of Stewards

The Union shall reserve the right to designate the method of selection of the Shop Stewards. The Union shall provide, in writing, a list of all current Shop Stewards and Unit Officers to the CEO in February of each year. Further, the Union shall notify the CEO each time there is a change of either Stewards or Unit Officers.

The Court agrees to the number of Shop Stewards as follows: Sisk – 2, Main Courthouse – 2, M Street – 1, Archives – 1, and JJC – 1.

If a Steward promotes, demotes, or otherwise leaves the work location, the Union shall have the right to appoint a replacement.

D. Duties and Responsibilities of Stewards

The following functions are understood to constitute the duties and responsibilities of Shop Stewards:

Upon request of the aggrieved employee, and when the grievance has been reduced to writing as specified in the grievance procedure, a Steward may investigate the grievance provided it is in the Steward's area of responsibility, as assigned by the Union, and assist in its presentation. Stewards shall be allowed a reasonable time for this purpose during their work shift without loss of pay, subject to prior notification and approval by their manager.

After obtaining management permission, Shop Stewards will be permitted to leave their normal work area during on-duty time in order to assist in presentation of a grievance. To obtain permission to investigate a grievance on on-duty time, the Steward shall advise the manager of the general nature of the grievance. The Shop Steward is permitted to discuss the problem with all employees immediately concerned and if appropriate, to attempt to achieve settlement with the appropriate management representative involved.

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

E. Limitations on Time Off

Stewards shall not be permitted time away from their work assignments for the purpose of conducting general Union business, consistent with the Labor Relations Rules.

ARTICLE 39 - REPRESENTATION IN COURT

Subject to all appropriate provisions of the California Government Code and regulations of the Judicial Council of California, the Court will, upon request of an employee or former employee, defend against any claim or action for an injury arising out of an act or omission occurring within the scope of employment as an employee of the Court and will pay any judgment based thereon or any compromise or settlement of the claim or action to which the Court and the AOC have agreed.

ARTICLE 40 - PART-TIME EMPLOYEE BENEFITS

The Court shall pay one-half (½) of the Court health insurance benefit contribution for each such part-time employee who regularly works fifty percent (50%) or more of the hours required of full-time employees. The Court shall continue to pay the full Court health insurance contribution for employees who regularly work eighty percent (80%) or more of the hours required of full-time employees.

Health insurance coverage shall be optional for part-time employees who regularly work fifty percent (50%) or more of the hours required of full-time employees. When such employee options for health insurance coverage, the Court shall pay one-half (½) of the Court health insurance premium contribution and the employee shall be required to pay any remaining premium rate. Eligible part-time employees may also enroll dependents on the same basis as full-time employees.

Part-time employees who regularly work less than fifty percent (50%) of the hours required of full-time employees shall not be eligible for health insurance coverage.

ARTICLE 41 - TB SCREENING

The Court shall provide Court time off subject to prior approval to any employee for the purpose of obtaining TB screening on an annual basis. Any costs incurred for the TB screening shall be the responsibility of the employee.

It is the employee's decision whom will administer the test.

ARTICLE 42 - BILINGUAL PAY DIFFERENTIAL

Effective upon ratification of this labor agreement, the Court will appoint no fewer than thirty (30) persons (for example: twenty-eight from Unit 6 and two from Unit 15) to receive bilingual pay each day; such designation shall be made by management and may be made on a daily or weekly basis. Payment for such bilingual pay shall be a per diem of $3.50 per day.

ARTICLE 43 - COURT PERSONNEL MANUAL

Copies of the Court Personnel Manual shall be provided to each court employee.

ARTICLE 44 - SABBATICAL LEAVE

Child Custody Recommending Counselors are eligible, after the completion of five (5) years of continuous service and every five (5) years thereafter, to submit an unpaid sabbatical leave proposal to the CEO for approval. This is provided that during that period, he/she was an employee occupying a permanently allocated full-time position. Sabbatical proposals will indicate the purpose and anticipated results of the proposed sabbatical. The CEO will have the authority to approve, deny, or modify such requests.

Following the return of the professional from the sabbatical, a report must be prepared

to describe the results accomplished during the sabbatical. This report will be submitted to the CEO.

Employees may use annual leave time and/or compensatory time in conjunction with a leave, but will not be required to do so.

ARTICLE 45 - ADMINISTRATIVE HEARINGS

Upon the approval of the CEO or his/her designee, no more than two (2) employees shall receive compensation, as if they were working, for appearing as a witness for the complainant in a Fresno Court hearing related to an employee grievance, discrimination complaint, retirement or Civil Service Commission matter, or for a Employment Development Department (EDD) hearing. No overtime nor shift premium shall be paid.

ARTICLE 46- CLASS SPECIFICATIONS

In the event class specifications for classifications covered in this Unit are revised, the Court agrees to provide the Union with copies of the revised specifications as soon as they are promulgated. Such copies shall serve as notice to the Union relative to impact bargaining. At the Union's request, the Court will meet and confer on the impact of changes to class specifications for classifications covered by this Unit.

ARTICLE 47 - VOLUNTARY "JOB-SHARING" PROGRAMS

If layoffs are to occur in any classification in this Unit, the Court and the Union agree to meet and confer regarding voluntary departmental "job-sharing" and/or reduced work-week programs as an alternative to those layoffs.

ARTICLE 48 - SAFETY AND ERGONOMIC

EROGONOMIC ASSESSMENT POLICY FOR COURT EMPLOYEES

POLICY: Superior Court employees may request an ergonomic assessment of their workstation or immediate work area.

PURPOSE: To provide Superior Court employees with a safe workplace and a process for requesting an ergonomic assessment. This policy recognizes the importance of applying ergonomic principles to arrive at the best possible fit between the employees, the equipment they use, and the work they are required to perform.

PROCEDURE:

i. Eligibility

All employees of the Court have the right to work in a safe and healthy environment. An employee may request an ergonomic assessment at any time.

ii. Application

A. Employees interested in having an assessment performed must notify their immediate supervisor and manager in writing that they request an assessment of their workstation or immediate work area. The employee must then complete and submit an Ergonomic Assessment Request form (attached) to the Court Personnel Department.

B. Court Personnel will review the request and schedule an assessment within a reasonable period of time, generally within ten (10) working days of receipt of the request. Court Personnel staff will complete the assessment within a reasonable period of time, generally within thirty (30) days of the receipt of the request. This time period may be extended. Either Court personnel or a third-party vendor may perform the assessment. The need for extending the thirty (30) day period or to have a vendor complete the assessment will be determined on a case-by-case basis.

C. If there is an immediate safety concern, employees shall notify Court Personnel and their manager as soon as possible. Assessments can be completed on an urgent basis when safety issues are involved.

iii. Assessment Reporting

A. Upon completion of the assessment, a summary sheet will be completed and reviewed with the employee. A copy will be provided to the manager and a copy maintained in the Court Personnel Department.

B. It is the responsibility of the employee to follow up with Court Personnel if the modifications made to their workstation or work area are not effective or if more modifications are required.

iv. Ergonomic Equipment

If the Court's assessment results in a recommendation that equipment be changed, moved or replaced, Court Personnel will coordinate the ordering and installation of necessary equipment. The final decision regarding the purchase of equipment resides with the court.

ARTICLE 49 - PART-TIME EMPLOYMENT

An employee may request part-time employment by submitting the request in writing to his/her supervisor/manager. Such requests are subject to approval by the CEO or designee on a case-by-case basis.

ARTICLE 50 - REALTIME

Realtime Court Reporters who have passed the local test shall receive a non-cumulative differential of two percent (2%). The local Realtime Reporter test shall be Q & A at two hundred (200) words per minute and require a minimum of eighty-eight (88) percent accuracy.

Realtime Court Reporters who have passed the national test shall receive a non-cumulative differential of five and one-half percent (5.5%).

Equipment problems may be brought to the attention of the Court Executive Officer or designee and a Court Reporter representative who will address the resolution of the problem on a case-by-case basis.

ARTICLE 51 - JOB SECURITY

When advance knowledge of the impact of pending changes in function, organization or operating is available which will result in the abolition of positions, or when there is any major reassignment of functions from one department to another or to another agency, within the scope of the Personnel Rules, management will make an intensive effort to either reassign or transfer affected employees to other positions in order to retain their services.

Management agrees that training programs will not be established for the purpose of depriving qualified employees of higher earnings.

Further, that in the event the Court enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this Representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the Court will advise such public or private entity of the existence and terms of this MOU, and will immediately advise the Union of such agreement or law. It is mutually understood and agreed that such notification is simply for informational purposes and shall in no way be construed as obligating the new employer to recognize the Union as a bargaining agent for its employees; and that the intent of this notification is not to require that the new employer abide by terms of this MOU, but rather as an assistance in apprising the new employer of working conditions which have been in effect with the Court.

The Court will meet and confer with the Union regarding the impact of management's decision to contract out services where those services are being performed by current incumbents of affected Unit classifications and where layoffs may be contemplated because of the decision to contract out services.

ARTICLE 52 – REQUESTS FOR BUDGET INFORMATION

Court will provide to the Union all information required by California Rules of Court, rule 10.802 within ten (10) business days if the information requested is for the current fiscal year and twenty (20) business days if the information requested relates to a previous fiscal year.

ARTICLE 53 – TUITION REIMBURSEMENT PROGRAM

The Court is implementing a Tuition Reimbursement Program. The program is intended to help prepare employees for positions of greater responsibility, and to assist employees in career development.

Qualified employees may request reimbursement for completing courses offered through accredited colleges, universities, and technical schools. A qualified employee is one who is not in their initial rating period and is not an extra-help employee. Attendance and completion of courses must be accomplished outside of the employee's regular work hours.

Request for tuition reimbursement must be pre-authorized by the Court Executive Officer or designee. Contingent upon availability of funds, employees may be reimbursed up to $1,500 per fiscal year for reimbursement of actual costs of tuition and registration. Reimbursement requests will be reviewed on a first-come first-serve basis.

To qualify for reimbursement the course must be related to the employee's occupational area or have a demonstrated value to the Court. The course may not duplicate in-house training, training provided by the Judicial Council, and California Center for Judicial Education and Research (CJER). The course may not duplicate training, which the employee has previously taken. Tuition reimbursement shall only be provided for course work in which the employee achieves a grade "C" or better. No reimbursement shall be provided if the employee does not successfully complete the course with a qualifying grade or employee fails to obtain pre-approval from the Court Executive Officer or designee prior to taking the course.

After the employee successfully completes the course work (achieving grade "C" or better), the employee must submit to the Court Executive Officer or designee a reimbursement request with a certificate of completion or a certified transcript of the grade received and original receipts for reimbursable fees allowed under this program. Allowable expenses for courses include registration, tuition and required textbooks. The

reimbursement request shall be reviewed, and if approved, the employee shall receive a reimbursement check.

Employees are eligible for reimbursement under this policy only for the difference between the tuition costs and registration less any amount received from other sources of financial aid.

ARTICLE 54 – BOOK PURCHASES

To the extent that State fiscal allocations allow, the Court will provide every Court Reporter with "CCRA's Official Compendium yearly".

ARTICLE 55 - COMPUTER ACCESS

The Court and SEIU Local 521 agree to meet and confer on providing WiFi access after the Court has taken title to Court facilities.

ARTICLE 56 - COMPUTER PROGRAMMING MODIFICATIONS

Notwithstanding any language in this MOU to the contrary, the respective articles of this MOU which will involve modifications to existing computer programs of the Court shall not become effective until the beginning of the payroll period following the completion of such modifications provided, however, that in making the various computer program modifications involved herein priority will be given to overtime and health insurance changes. Furthermore, the provisions of this article shall not be used to extend the effective date of salary changes.

ARTICLE 57 - MEMORANDUM OF UNDERSTANDING – PRINTING AND DISTRIBUTING

The Court agrees to provide an electronic copy(s) of the MOU for the union to use as it desires. Any distribution of this MOU by the Union shall not interfere with Court operations, as determined by management.

ARTICLE 58 - SAVINGS CLAUSE

The provisions of this MOU are declared to be severable and if any section, subsection, sentence, clause, or phrase of this MOU shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this MOU, but they shall remain in effect, it being the intent of the parties that this MOU shall stand notwithstanding the invalidity of any

part. Should any portion of this MOU be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

ARTICLE 59 - FAIR LABOR STANDARDS ACT

If, during the course of this MOU, legislation or a court decision makes the provisions of the FLSA no longer applicable to the Court, the parties hereby agree that the FLSA provisions of this MOU shall terminate and no longer be applicable.

ARTICLE 60- FULL UNDERSTANDING

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other previous understanding or agreements by the parties (with the exception of addendums and sideletter agreements), whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. With respect to addendums and sideletter agreements, all previously existing addendums and sideletter agreements that have not expired, and new addendums and sideletter agreements entered into during the term of this MOU shall continue in force subject to the terms and conditions set forth within each. Further, neither party shall be bound by any promise or assurance that is not explicitly covered in this MOU, addendum, or sideletter agreement signed by both parties.

This MOU shall govern in case of conflict with provisions of existing Court Personnel Rules and regulations pertaining to wages, hours, and other terms and conditions of employment, but otherwise such rules and regulations shall be effective and the CEO or designee retains the power to act pertaining to such matters subject to compliance with applicable provisions of law provided such actions are not in conflict with the provisions of this MOU.

GRIEVANCE PROCEDURE

DEFINITION. Grievance – A grievance is a complaint relating to any phase of an employee's employment or working conditions which the employee believes has been adversely affected because of misapplication of: A Memorandum of Understanding, written policy, or a clearly established lawful past practice.

REVIEW AND ADJUSTMENT OF GRIEVANCES. The following is the procedure to be followed in the resolution of grievances for employees covered by this MOU:

Step One: An employee having a grievance shall first discuss it with his/her immediate supervisor/manager and endeavor to work out a satisfactory solution in an informal manner with such supervisor/manager. An employee has fifteen (15) court days from the date a problem occurs or is discovered to discuss the matter with his/her immediate supervisor/manager.

Step Two: If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with, and be assisted by, a representative of his/her own choice in this step and Step 3, and may file a grievance in writing with his/her Director within ten (10) court days after the date of such informal discussion. The grievance shall include a clear and concise statement of the grievance and desired resolution in writing on the appropriate grievance form. The form shall be submitted to the Human Resources Department. Within ten (10) court days of receipt of any written grievance, a conference shall be held to discuss the grievance. The Director shall return a copy of the written grievance to the employee with his/her answer in writing within five (5) court days of the conference. If the grievance is not resolved at this level, the employee shall have ten (10) court days from receipt of the answer within which to file a written appeal with the Assistant Court Executive Officer or designee as indicated by the Court Executive Officer to hear the particular appeal.

Step Three: The Assistant Court Executive Officer or designee shall have thirty (30) court days after receipt of the written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her representative shall have fifteen (15) court days of the answer within which to request that the grievance be submitted for advisory arbitration.

Step Four: The request for advisory arbitration must be made in writing to the Director of Human Resources. At any time the Union may rescind the request for arbitration. An arbitrator will be selected by mutual agreement between the Court and the employee or his/her representative. If the Court and the employee or his/her representative are unable to agree on the selection of arbitrator, they will jointly request the State Mediation and Conciliation Services to submit a list of five (5) qualified arbitrators. The Court and the employee or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator. The employee and his/her representative shall have the right to be present at and to participate in the arbitration. The Union and the Court each will be responsible for one-half of the arbitrator's fees per grievance.

Upon completion of the hearing, the arbitrator shall prepare and forward the Court Executive Officer (within 40 court days) written findings of fact and disposition of the grievance on appeal.

Step Five: The decision of the arbitrator shall be implemented by the Court Executive Officer.

Ergonomic Assessment Request

Date of Request:_____

Name of Requesting Employee:_____

Phone No.:_____

Dept.:_____

Work Area Location:_____

Manager: _____

Reason for Request:

☐ New to work area ☐ New Equipment ☐ Workers' Comp Related
☐ Doctor's request ☐ Other_____

Ergonomic Issue

Date Problem Began:_____

Please describe the problem(s) you are experiencing:

_____

_____

_____

Office Equipment Involved:_____

_____

To Be Completed By Personnel Only

Request Received:_____ Assessment Scheduled:_____

Equipment or Change Needed:_____

_____

Referral to Facilities:_____ Date: _____

Send Form to Court Personnel Department

FGN-75 E08-07

TERM OF MEMORANDUM OF UNDERSTANDING AND RENEGOTIATION

Effective upon ratification, this MOU shall expire on September 30, 2016 or the pay period ending closest to September 30, 2016. Parties agree to make their best efforts to commence meet and confer for a successor agreement on or about July 1, 2016 and to proceed to mediation if a successor agreement is not reached on or before September 30, 2016.

FRESNO COUNTY SUPERIOR COURT	SEIU - LOCAL 521, UNIT 15
By Karla Gran	By Doreen L Pinkin
By Michelle Hafner	By Barbara Graves
By Mary Calderon	By [illegible]
By [illegible]	By Jean Almendo
By Joseph E Wiley	By [illegible]
By Sheran L Morton	By [illegible]
By	By Natalie Kjar
Dated Dec. 31, 2014	Dated 12/8/14

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APPENDIX A
SALARY LISTING
UNIT 15
Effective 09/29/14

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Court Reporter, Realtime	32.6385	34.2702	35.9837	37.7827	39.6716
Counselor - CCR	27.8875	29.2817	30.7457	32.2832	33.8971
	2,231	2,343	2,460	2,583	2,712
	4,833	5,075	5,329	5,595	5,875
	58,006	60,906	63,951	67,149	70,506
Counselor CCR - Licensed	29.2909	30.7553	32.2933	33.9082	35.6034
	2,343	2,460	2,583	2,713	2,848
	5,077	5,330	5,597	5,877	6,171
	60,925	63,971	67,170	70,529	74,055
Counselor, Senior - CCR	30.1663	31.6745	33.2582	34.9212	36.6673
	2,413	2,534	2,661	2,794	2,933
	5,228	5,490	5,764	6,053	6,355
	62,746	65,883	69,177	72,636	76,268
Counselor, Senior - Licensed	31.6471	33.2293	34.8909	36.6356	38.4673
	2,532	2,658	2,791	2,931	3,077
	5,485	5,759	6,047	6,350	6,667
	65,826	69,117	72,573	76,202	80,012