

**Service Employees  
International Union CTW-CLC  
Local 521**



**MEMORANDUM OF UNDERSTANDING**

**November 1, 2017 - October 31, 2020**



**Tulare County Superior Court  
General, Professional and Court Reporter Unit**

# **TULARE COUNTY SUPERIOR COURT**

**Memorandum of Understanding  
Between  
Tulare County Superior Court  
and  
Service Employee International Union  
SEIU LOCAL 521  
General, Professional and  
Court Reporter Unit**

**November 1, 2017**

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## **ARTICLE I – PREAMBLE**

Pursuant to the provisions of the Trial Court Employment Protection and Governance Act, Government Code section 71600 et. seq., and the Court Personnel Manual, representatives of the Tulare County Superior Court, hereinafter called “Court,” and the Service Employees International Union, SEIU Local 521, hereafter called “Union,” have met and conferred concerning the subject of wages, hours and the terms and conditions of employment for employees in the Professional Unit, General Unit and Court Reporters Unit of representation. This Memorandum of Understanding (MOU) represents the good faith effort of both the Court and the Union to reach agreement on these matters. The signatures at the end of this MOU on behalf of the Court and the Union are conclusive evidence that both parties have ratified this MOU.

## **ARTICLE II – RECOGNITION**

The Court hereby recognizes the Union as a recognized employee organization for the purposes of the Trial Court Employment Protection and Governance Act, Government Code section 71600 and following, and the Court’s Employer/Employee Relations Policy. Such recognition shall extend to representation of the employees in the General, Professional and Court Reporter Unit. The classifications in the Professional Unit are Court Attorney, Child Custody Recommending Counselor, and Court Investigator. The Classifications in the Court Reporter Unit are Realtime Court Reporter and Court Reporter Coordinator. Court Reporter positions are FLSA classified as non-exempt, and therefore qualify for overtime, as described in Section 3 of the Personnel Manual. The classifications in the General Unit are listed in Exhibit A, attached hereto.

The Union shall have the exclusive right to meet and confer with the Court on wages, benefits and the terms and conditions of employment for the employees in the General, Professional and Court Reporter Unit.

## **ARTICLE III – NON-DISCRIMINATION**

The Court shall not discriminate against anyone employed or applying for employment because of their membership in the Union or their activities on behalf of the Union. Neither the Court nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of any rights protected by Government Code section 71635.1.

## **ARTICLE IV – MANAGEMENT RIGHTS**

Except as otherwise expressly provided in this MOU, the Court has and retains the sole and exclusive rights and responsibilities of management including, but not limited to, all of the following:

- a. To determine the nature and extent of services to be performed or provided and determine and implement the level of service to the public.

- b. To manage all Court facilities and operations, including the methods, means and personnel by which Court operations are to be conducted.
- c. To schedule working hours and assign work.
- d. To establish, modify or change work schedules or standards.
- e. To direct the working forces, including the right to hire, assign, reassign, promote, demote or transfer any employee.
- f. To determine the location of all Court facilities.
- g. To determine the layout of offices, work areas and the equipment and materials to be used.
- h. To determine processes, techniques, methods and means of all operations, including changes or adjustment to equipment and materials and the procedures and standards of selection for employment.
- i. To determine the size and composition of the work force.
- j. To establish, assess and implement employee performance standards.
- k. To reassign work from one job to another or from one location to another.
- l. To layoff employees for lack of work or lack of funds or other legitimate reason.
- m. To discipline and dismiss employees.
- n. To establish, modify, or eliminate job classifications; create new classifications and, subject to any obligation to meet and confer, determine the salary range.
- o. To promulgate, modify and enforce work and safety rules and regulations.
- p. To temporarily furlough employees without pay for budgetary reasons.
- q. To take such other and further action as may be necessary to organize and operate the Court in the most efficient and economical

manner and in the best interest of the public it serves.

- r. Take all necessary actions to carry out its mission in emergencies.
- s. Exercise complete control and discretion over its organization and the technology it uses to perform its work.

The Court will conform to the standards of conduct expected of public employers and will refrain from activities that violate federal, state, or county law, or the Court's Employer/Employee Relations Policy.

## **ARTICLE V – UNION RIGHTS**

### **5.1 Union Representation**

The Court recognizes and shall cooperate with the designated stewards and representatives of the Union on all matters relating to grievances and the interpretation, application or enforcement of the terms of this MOU.

### **5.2 Dues Deduction and Indemnification**

During the term of this MOU, the Court shall deduct by payroll deduction and remit to the Union all authorized deductions from employees who have signed an approved authorization card(s) for such deductions.

The Union shall indemnify, defend and hold harmless the Court and its officers and employees against claims of any nature and any lawsuit or proceeding, including a grievance, instituted against the Court made or arising out of the payroll deduction of Union dues or fees.

### **5.3 Union Representatives**

Authorized representatives of the Union shall be permitted to enter Court facilities at reasonable times to transact Union business and observe conditions under which employees are employed after reasonable advance notice of such visitation is made to the Court's Human Resources Manager. Union representatives shall not interfere with Court operations or interrupt employees at work and such right of entry shall be subject to the general rules applicable to non-employees, including security.

Union representatives shall be allowed access to materials in personnel files that are related to an alleged contract violation or disciplinary matter after the employee's written consent is presented to the Court's Human Resources office.

### **5.4 Shop Stewards**

The Union shall have the right to designate not more than five shop stewards for the General Unit, one for the Professional Unit, one for the Court Reporter Unit and shall notify the Court of who these individuals are.

A reasonable amount of time will be granted to the employee and the steward to handle initial grievance and appeal procedures. Upon authorization of the immediate supervisor, a steward shall be released to perform the duties specified in this section.

#### **5.5      Release Time**

The President or Vice President or other officers or directors of the Union may, upon written request, be granted paid release time not to exceed a total of 25 hours annually for the purpose of transacting official Union business. Reasonable advance notice shall first be given to the Court's Human Resources Manager so that release time may be arranged without impairing Court operations.

No more than four (4) members of the General, two (2) for Professional, and two (2) for the Court Reporter Unit bargaining team shall be granted paid release time to attend negotiating sessions if they are scheduled to work when those sessions are scheduled to occur.

#### **5.6      Bulletin Boards**

The Union shall have the right to use designated bulletin board space in each facility for communicating official regular Union business to employees. Material concerning matters over which the Court and the Union are in dispute, argumentative, libelous, obscene or editorial materials may not be posted. A copy of any materials to be posted shall be provided to the Court Executive Officer before posting.

#### **5.7      Insurance and Benefits Deduction**

The Court shall honor employee requests for payroll deduction for benefits provided by the Union, including but not limited to, Union insurance, travel discounts and special services.

#### **5.8      List of Members**

The Court shall provide the Union with a list of all employees in the General, Professional and Court Reporter Unit quarterly. The list shall include the employee's name, identification number, class and job location. The Union shall have the right to meet with all new employees in positions that are in the General, Professional and Court Reporter Unit during the orientation process and may distribute information about the Union and Union membership applications.

#### **5.9      Grievance/Complaint Procedure**

A) This procedure shall be used to process and resolve grievances arising under this MOU or complaints regarding the application of a rule or policy not covered by this MOU, in a just, equitable and expeditious manner. The employer shall not discriminate, coerce, restrain or retaliate against any employee or employees who participate in this procedure.

B) The purposes of this procedure are:

1. To resolve grievances and complaints informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances and complaints promptly.

C) Definitions are as follows:

1. Wherever used, the term “employee” means either employee or employees, as appropriate.
2. Wherever used, the term “grievant” means employee, group of employees, or the Union acting on behalf of an employee or group of employees.
3. As used in this procedure, the term “immediate supervisor” means the individual identified by the CEO or designee.
4. A grievance is a dispute between the grievant and the Employer with respect to the interpretation or application of, or compliance with, the express provisions of this MOU.
5. A complaint is a dispute of one or more employees, or the Union acting on behalf of one or more employees, regarding the application or interpretation of a rule or policy not covered by this MOU. Complaints shall only be processed as far as Step 2 of the Grievance/Complaint procedure.
6. “Business day” means a calendar day, exclusive of Saturdays, Sundays, and court holidays.
7. A “union representative” refers to an employee designated as a steward, a Union staff representative or any other person designated by the Union, who shall act in the capacity of a steward.
8. A grievance shall not be used to review Court administrative procedures, examinations or tests, disciplinary actions or performance evaluations.

D) TIME LIMITS

1. None of the parties shall delay the processing of a grievance or complaint at any step of the established procedure.
2. If the Court fails to respond to a grievance or complaint within the time limits specified at that step, the grievant or complainant shall have the right to appeal to the next step, if applicable.
3. Failure by the grievant or complainant to respond within the time limits specified at any step shall settle the grievance or complaint on the basis of the last decision and the grievance or complaint shall not be subject to further appeal or reconsideration.

4. Any level of review, or time limits established in this procedure, may be waived or extended by mutual agreement of the parties and shall be confirmed in writing.
5. By mutual written agreement, the grievance may revert to a prior level for reconsideration.

#### E) EMPLOYEE RIGHTS

1. Employees have the right to represent themselves at each step of the grievance or complaint procedure. Only the Union shall have the right to move grievances to arbitration.
2. The employee has the right to the assistance of a representative in the preparation and investigation of his or her complaint or formal written grievance, and in the presentation of the complaint or grievance to management, and to be represented by the Union in formal grievance meetings.
3. An employee may present his or her grievance or complaint to Court Management on Court time if they are scheduled to work on that day. Grievance or complaint meetings will be scheduled where possible for a day that the employee is scheduled to work.
4. The Union shall receive a copy of a settlement agreement that involves the interpretation or application of the terms of this agreement when a grievant is not represented by the Union.
5. Employees who are witnesses in a formal grievance meeting may attend the formal grievance meeting on paid Court time.

#### F) INFORMAL CONFERENCE

1. The employee shall discuss any potential grievance or complaint with his or her immediate supervisor within five (5) business days after the occurrence or discovery of the alleged grievance or complaint to attempt to resolve the matter in an informal manner.
2. The immediate supervisor will, upon request of the employee, discuss the employee's grievance or complaint with the employee at a mutually satisfactory time.
3. The employee may elect to have a Union representative attend such meeting.
4. The immediate supervisor shall respond to the employee within ten (10) business days after the initial meeting.
5. Any informal resolution of a dispute at this step shall not set a precedent.

6. Participation in this informal step shall not extend the deadline for filing a formal grievance.

G) FORMAL WRITTEN GRIEVANCE OR COMPLAINT – STEP 1

1. No later than ten (10) business days after the occurrence or discovery of the matter on which the grievance or complaint is based, an employee, group of employees, or the Union acting on behalf of one or more employees may file a formal written grievance.
2. A formal grievance shall be initiated in writing on a form provided by the Court and shall be filed with the Court Human Resources Office. The employee shall retain a copy. The grievance form shall contain the following information:
  - a) The name (s) of the complainants or grievant(s) and representative, if applicable;
  - b) The specific Court rule, Court policy or provision of the MOU alleged to have been violated;
  - c) The date, time and place of occurrence;
  - d) Brief summary of the grievance;
  - e) Steps that were taken to secure informal resolution;
  - f) The remedy requested;
  - g) Signature of the grievant(s) and the date filed; and
  - h) The address (es) to which all correspondence and responses should be sent.
3. Within ten (10) business days of the receipt of the grievance, the designated Court management representative will meet with the complainant(s) or grievant(s) and the Union representative, if any. Within ten (10) business days following such a meeting, the Court management representative shall respond in writing to the complaint or grievance.
4. No settlement made at this stage of the Grievance/Complaint procedure shall be considered precedent setting.
5. Grievances or complaints filed by the Union on behalf of one or more employees will be initiated at Formal Written Grievance/Complaint\_Step 1.

H). FORMAL WRITTEN GRIEVANCE OR COMPLAINT – Step 2

1. Within ten (10) business days after receipt of the decision at Step 1, the grievant or complainant may appeal to the CEO or designee, using a copy of the grievance or complaint.
2. Within ten (10) business days from the date the submitted grievance or complaint appeal to Step 2 is received, the CEO or designee, who has not been involved in the grievance or complaint at any prior level, shall meet

with the grievant or complainant and Union representative, if any, to discuss the grievance or complaint. Thereafter, the CEO or designee will provide a written decision not more than ten (10) business days following such grievance or complaint appeal meeting.

3. If the CEO or designee fails to provide a written decision to a grievance within the specified time limit, the Union may elect to refer the unresolved grievance to arbitration. If the CEO fails to provide a written decision to a complaint within the specified time limit, the complainant or the Union may submit a copy of the complaint to the Human Resources Manager, with a copy to the CEO, with a request for a written response.
4. No settlement made at this stage of the Grievance/Complaint procedure shall be considered precedent setting.

#### I). ARBITRATION – Step 3

1. Within fifteen (15) business days from receipt of the written decision of the CEO or designee, the Union shall have the right to submit an unresolved grievance to arbitration. The Union's request for arbitration shall be made in writing to the CEO or designee.
2. If no written request for arbitration is made within fifteen (15) business days, the decision of the CEO or designee shall be final and binding. If the CEO or designee fails to respond to a grievance in writing at Step 2, the Union shall have fifteen (15) days from the date the decision was due to request arbitration. In either case, a failure to timely request arbitration shall be deemed a waiver of the right to arbitration.
3. Within fifteen (15) business days after receipt of a timely written request for arbitration, the CEO or designee shall request the names of seven (7) available arbitrators from the State Mediation and Conciliation Service (SMCS) or the Federal Mediation Conciliation Service (FMCS) be sent to both parties. Upon receipt of the list of available arbitrator names, the parties will select an arbitrator using strike-off procedure. The party striking first shall be selected by coin toss.
4. The fees and expenses associated with the arbitrator, the official transcript of the arbitration proceeding, and the court reporter shall be shared equally by the parties. All other expenses, including but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Upon mutual agreement of the parties, a pre-arbitration meeting may be held.

6. Both parties shall jointly consider whether the type of case involved lends itself to mediation. If through mediation, the parties can reach a mutually acceptable disposition of the grievance then the matter is deemed resolved. If the mediation process does not result in an acceptable resolution to both parties, the case may be submitted to arbitration.
7. The written decision of an arbitrator resulting from any arbitration of a grievance shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
8. The written decision of an arbitrator resulting from any arbitration or grievance shall be final and binding.

#### **5.10 No Rights Restricted by MOU**

This MOU is not intended to restrict the right of the Court or the Union to consult on matters within the parties' respective rights.

### **ARTICLE VI – COMPENSATION**

- A. Beginning the pay period beginning October 29, 2017, employees will first receive a \$0.75/hour salary increase; they will then receive a 4.0% salary increase computed against the newly adjusted pay rate. If the MOU is ratified later than October 27, 2017, these salary increases will take effect on the first full pay period covered by this MOU that begins five (5) business days after ratification.
- B. Beginning the first full pay period following November 1, 2018, employees will first receive a \$0.50/ hour salary increase; they will then receive a 3.0% salary increase computed against the newly adjusted pay rate.
- C. Beginning the first full pay period following November 1, 2019, employees will first receive a \$0.25/ hour salary increase; they will then receive a 2.0% salary increase computed against the newly adjusted pay rate.

#### **6.1 Court Realtime Capabilities – Court Reporter Unit**

##### **Required Skills and Equipment for Realtime Compensation**

In order to qualify for Realtime compensation, a Court Reporter shall:

- Be certified as Realtime capable;
- Be able to send data to a judicial officer utilizing Caseview or Livenote;
- Possess proper equipment for hook-up and connection to a judicial officer (e.g. cables and connectors, etc.);

- Have personal knowledge of proper hook-up procedures and the ability to demonstrate and operate Realtime procedures; and
- Provide Realtime services upon request.

## **6.2 Court Decertification of Realtime Capability – Court Reporter Unit**

At any time a Realtime Court Reporter is no longer successfully demonstrating the required capabilities, and/or accuracy is below acceptable level, the court may conduct testing to determine if Realtime capability should be rescinded and the Court Reporter compensation reverted to Non Realtime Court Reporter rate. The Court agrees to provide testing for Realtime capable twice a year for any Court Reporter who has been decertified Realtime capable.

## **6.3 Realtime Certification Pay – Court Reporter Unit**

- a) Court Reporters who successfully attain National Realtime Court Reporter Certification (NCRA) shall receive a Realtime Certification Compensation of 2% beginning the 1st pay period following submission to the court of proof of said National Certification. Realtime Certification compensation is in addition to any other Realtime Compensation provided by the court.
- b) Achievement of NCRA certification will not be considered for seniority purposes during a layoff and is solely used to determine additional compensation.

## **6.4 Fee for Technological Services – Court Reporter Unit**

Pursuant to Government Code Section 69952, "When the daily transcript is prepared by a single reporter, an additional fee for technological services, as set by the court with the agreement of the reporter, may be imposed."

Pursuant to this agreement, the fee for technological services pursuant to Government Code Section 69952 shall be \$125.00 per day.

# **ARTICLE VII – HOURS OF WORK, SCHEDULES – Court Reporter Unit**

## **Definition**

This section is intended to define the normal hours of work for purposes of computing compensation only and shall not be construed as a guarantee of hours of work per day, per week days or work period.

### **7.1 Work Day/Work Period**

The standard work period is seven (7) consecutive days including (2) consecutive days of rest. This work period shall be forty (40) hours. The standard work periods shall apply to both full time and part time employees. Flexibility in work schedules is permitted as long as the schedule does not interfere with the business of the Court. In addition to the eight-hour

workday for which employees are paid, the standard lunch period is one hour, which is unpaid.

### **7.2 Work Assignment**

Each employee shall devote all of his or her time and efforts, during assigned work hours, to assigned Court Reporter duties. To cover temporary shortages, Court Reporters may be assigned to any Court Reporter work location. Court Reporters are required to report to their supervisor upon completion of their courtroom assignments so that the supervisor or designee is aware of their availability for reassignments. Standing agreements with the supervisor can fulfill this requirement. This is to ensure adequate coverage and minimize per diem court reporter costs.

The preparation of Court transcripts during regular working hours on Court time is contingent upon the Court Reporter remaining available for assignments for the reporting of Court proceedings.

The Supervisor may authorize flexibility in daily work schedules for employees in the CR Unit based on Court necessity and consistent with the 40-hour workweek.

### **7.3 Break times**

Break times are provided within working hours. It is the policy to provide 15 minutes in mid-morning and 15 minutes mid-afternoon. This time may not be combined and used to increase the lunch period or shorten the eight-hour workday. In addition, this may not be accumulated for use beyond each workday. Break times shall fall as close to mid-morning and midafternoon as possible, consistent with workload and court operations.

## **ARTICLE VIII – EMPLOYEE BENEFITS**

### **8.1 Employer Contribution Towards Benefit Premiums**

Employees who enroll in the Court-sponsored benefit program shall be eligible to receive monthly employer contributions toward medical, dental and vision benefits as follows in Exhibit A. (NOTE: Exhibit A covers the rates for the 2018 calendar year. A previous Exhibit A, which still operates through the remainder of the 2017 calendar year, was agreed to by the parties in fall 2016.)

## Exhibit A

2018

			BIWEEKLY						MONTHLY		
MEDICAL						MEDICAL					
\$20 Copay	Court	Employee	\$415.43	\$772.31	\$1,077.65	\$20 Copay	Court	Employee	\$900.09	\$1,673.34	\$2,334.90
	<b>Employee</b>	<b>Employee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>Employee</b>	<b>Employee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	Premium		\$415.43	\$772.31	\$1,077.65		Premium		\$600.09	\$1,673.34	\$2,334.90
\$10 Copay	Court	Employee	\$389.43	\$720.43	\$1,010.20	\$10 Copay	Court	Employee	\$437.76	\$1,569.92	\$2,188.76
	<b>Employee</b>	<b>Employee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>Employee</b>	<b>Employee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	Premium		\$389.43	\$720.43	\$1,010.20		Premium		\$437.76	\$1,569.92	\$2,188.76
<b>DENTAL</b>						<b>DENTAL</b>					
Delta Care USA HMO	Court	Employee	\$10.72	\$17.71	\$26.16	Delta Care USA HMO	Court	Employee	\$23.22	\$38.37	\$56.68
	<b>Employee</b>	<b>Employee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>Employee</b>	<b>Employee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	Premium		\$10.72	\$17.71	\$26.16		Premium		\$23.22	\$38.37	\$56.68
Delta Dental PPO (Fee For Service)	Court	Employee	\$21.24	\$38.05	\$63.02	Delta Dental PPO (Fee For Service)	Court	Employee	\$46.03	\$82.45	\$138.55
	<b>Employee</b>	<b>Employee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>Employee</b>	<b>Employee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	Premium		\$21.24	\$38.05	\$63.02		Premium		\$46.03	\$82.45	\$138.55
<b>VISION</b>						<b>VISION</b>					
VSP	Court	Employee	\$5.17	\$9.08	\$12.39	VSP	Court	Employee	\$11.20	\$19.68	\$26.84
	<b>Employee</b>	<b>Employee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>Employee</b>	<b>Employee</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	Premium		\$5.17	\$9.08	\$12.39		Premium		\$11.20	\$19.68	\$26.84

This amount will be adjusted if the total plan premium is less than the total amount indicated. Should the premium be less than the Court contribution, the amount will be adjusted to cover the premium amount only.

Employees initially hired by the Court on or before September 30, 2006 who participate in the Court-sponsored medical benefit plan will receive an additional \$3500.00 annually prorated by pay period effective October 1, 2006, or upon ratification, whichever occurs later. After December 31, 2006, to continue to receive this benefit, employees must remain continuously enrolled in the Court sponsored medical benefit plan.

Employees initially hired by the Court on or before September 30, 2006 who, as of October 1, 2006 or upon ratification, whichever occurs later, are in opt out status for the Court-sponsored benefit plan will receive \$7000.00 annually, prorated by pay period. After January 1, 2007, such employees must remain continuously in opt out status for the Court-sponsored medical benefit plan in order to continue to receive this benefit.

Employees hired by the Court on or after October 1, 2006 who opt out of the Court-sponsored benefit program will receive \$3500.00 annually, prorated by pay period.

Employees who enter into opt out status for the Court-sponsored medical benefit plan effective January 1, 2011 or thereafter will receive \$125.00 per month effective January 1, 2011. Such employee must remain continuously in opt out status for the Court-sponsored medical benefit plan in order to receive this benefit.

### 8.2 Vacation Eligibility and Accrual

All regular full and part-time employees begin earning vacation benefits on the date of hire. New employees may earn, but cannot use, vacation before thirteen (13) pay periods of continuous service without the approval of the Court Executive Officer.

Part-time and limited term employees who work less than twenty (20) hours per week do not earn vacation benefits.

Vacation is earned in accordance with the following chart:

Years of Continuous Service	Pay Periods of Continuous Service	Earning Rate Days Per Year
0 - 3	1 - 78	11
4 - 7	79 - 182	16
8 - 11	183-286	20
Over 12	More than 286	25

\* On the first day of the 4<sup>th</sup> year, the employee begins to accrue 16 days of vacation. On the first day of the 8th year, the employee begins to accrue 20 days of vacation. On the first day of the twelfth year, the employee begins to accrue 25 days of vacation.

### **8.3 Management Leave – Professional Unit**

Each attorney in the Professional Unit shall receive 40 hours of Management Leave, in addition to all other paid leave annually. Effective July 1, 2014, these additional hours of Management Leave shall accrue proportionally throughout twenty-six (26) pay periods over the course of a year, rather than being immediately deposited in a lump sum.

### **8.4 Use of Vacation in lieu of sick leave**

An employee who has exhausted all sick leave benefit hours may use available vacation benefit time to cover an absence due to illness. The employee shall provide a certification from a health care provider which states the employee was seen by the health care provider, the date seen and the employee was unable to work that day. Said request to use vacation hours shall be approved only for an occurrence where an employee does not have adequate sick leave benefit hours to cover an absence.

### **8.5 Professional Licenses and Continuing Education – Professional Unit**

The Court shall pay the cost of all professional licenses that are required in order for the employee to remain qualified for their job. The Court shall reimburse the employee for the tuition and registration cost of continuing education credits that are required by statute. Reimbursement for travel, lodging and meal expenses, if any, incurred to attend continuing education classes shall be made in accordance with the policies in the Personnel Manual.

## **8.6 Continuing Education-Court Reporters Unit**

With prior written approval from the Court Executive Officer or his/her designee, employees within the CR bargaining unit may attend continuing education programs in order to maintain their NCRA status. Such release time shall be considered paid time off.

## **8.7 Internet/Email Access-Court Reporters Unit**

Internet and Email access shall be made available to employees in the Court Reporter bargaining unit pursuant to Court Policies. Access shall be attained through court technology resources that are within the sole discretion of the Court.

## **8.8 Floating Holiday**

Consistent with the holiday eligibility requirements set forth in Section 7.2 of the Court's Personnel Manual, all regular full- and part-time employees are entitled to take two (2) paid days off as floating holidays.

The two (2) floating holidays will be available to employees beginning the last pay period in October 2017(October 29, 2017), and thereafter on the first pay periods in both November 2018 and November 2019. If the MOU is not ratified on or before October 27, 2017, the initial set of two (2) floating holidays will be available to employees the first full pay period following MOU ratification.

Scheduling of the floating holidays will take place consistent with the Court's vacation approval and scheduling policy 7.1.3. If one or more of the floating holidays are not taken within the year that they are provided by the Court, they will be forfeited. For example, if the two floating holidays provided in October 2017 are not used by October 31, 2018, they will be forfeited. The two (2) floating holidays provided in November 2018 must be used by October 31, 2019, and the two (2) floating holidays provided in November 2019 must be used by the end of this MOU term on October 31,2020.

Employees must successfully complete their probationary period before becoming eligible for the two (2) floating holidays. For example, if the Court hired an employee on July 1, 2017, this employee would be eligible for two (2) floating holidays on January 1, 2018, upon the successful completion of the six-month probation. The employee could use those two (2) floating holidays anytime between January 1, 2018 and October 31, 2018. This same rationale applies to the subsequent years covered by this agreement.

The floating holidays are not payable upon separation of employment.

The floating holidays must be taken in a full-day increment for full-time employees; for part-time employees, the holidays must be taken on a pro-rata basis representing the employee's regular time base.

## **ARTICLE IX - Labor/Management Committee**

The Court and Union shall establish a Labor/Management Committee consisting of not more than a total of two (2) members representing the Union from all bargaining units collectively, one (1) Management/Confidential employee, and the CEO or his/her designee. At the request of either party, Management or Union representatives may schedule a quarterly meeting for the purpose of facilitating an open dialogue and the sharing of matters of mutual interest. The parties may meet more often upon mutual agreement of both parties. The party requesting such meeting will provide the other with a list of subjects to be discussed at least ten (10) days in advance of the meeting. Such meetings shall not preclude periodic informal meetings mutually agreed upon between the parties, and shall be without prejudice to the rights of either party to meet and confer on matters within the scope of representation.

## **ARTICLE X - DISCIPLINE PROCESS**

### **10.1 Discipline Rules**

**When an employee engages in misconduct or when an employee's job performance is unsatisfactory disciplinary procedures may be initiated.**

The possible disciplinary actions that may be taken against an employee include written reprimand, suspension without pay, demotion, and dismissal. A notation or copy of all disciplinary actions will be placed in the employees' personnel file.

The Court has established a process for conducting an evidentiary due process hearing to review disciplinary decisions that require an evidentiary due process hearing pursuant to Government Code section 71653.

#### **Grounds for Discipline**

Employees may be disciplined for poor job performance, unsatisfactory work quality, inappropriate conduct, excessive absenteeism or tardiness, failure to follow Court procedures, failure to follow safety regulations, or violation of any Court policy or any reason set forth in section 10.2 of this MOU.

#### **Disciplinary Actions**

Types of disciplinary action include the following:

- (a) Written Reprimand: The supervisor may give the employee a written disciplinary warning. If the circumstances that led to the written warning are not resolved within a reasonable time, the supervisor may take other disciplinary action. A copy of the reprimand and the employee's response, if any, will be placed in the employee's personnel file.

When reviewing a personnel file for promotions or other internal job movement, the Court will not consider written reprimands or memoranda of counseling after **four (4)** years of employment have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during that period.

To ensure that the relevant manager does not consider these documents, the Court's Human Resources department will secure and remove the applicable documents from said file, and store them separately, during the manager's examination of the file. The documents will return to the personnel file after the examination is complete.

(b) **Suspension Without Pay:** For circumstances that warrant discipline more severe than a written reprimand, an employee may be suspended without pay. A suspension without pay is subject to the employee's due process rights as described in this section.

(c) **Demotion:** A demotion is a reduction in or loss of seniority or a reassignment or transfer to a position that results in a loss in or reduction of compensation. A demotion may be ordered by the Court Executive Officer under circumstances that warrant discipline other than a written reprimand or suspension. A demotion is subject to the employee's due process rights as set forth in section this section.

(d) **Dismissal:** Upon authorization of the Court Executive Officer, an employee may be dismissed from the Court's employment. Dismissal is subject to the employee's due process rights as set forth in this section.

The Court shall use progressive discipline whenever the Court determines, in the Court's discretion, that progressive discipline will serve the dual purpose of correcting unsatisfactory performance or behavior and disciplining an employee. The Court may begin discipline at any level, in the Court's discretion, and is not required to impose discipline at any level or in any sequence. Progressive discipline is not required when the Court believes, in the Court's discretion, that dismissal of the employee is appropriate.

## **Administrative Leave**

Under appropriate circumstances as determined by the Court, an employee may be placed on administrative leave, with pay. Administrative leave is not disciplinary and, by itself, carries no disciplinary stigma. Administrative leave is not subject to due process rights. The terms and conditions of administrative leave shall be determined on a case-by-case basis by the Court.

## **Minor Discipline**

### **Written Reprimand**

Within ten calendar days of the date an employee receives a written reprimand, he or she may submit a written response to Human Resources. The response will be attached to the reprimand and maintained in the employee's personnel file.

### **Suspension Without Pay for Five Days or Less**

If the Court suspends an employee without pay for five days or less, the employee may appeal the suspension as set forth in this section.

The employee shall be given at least 7 days written notice of the suspension. The notice shall include a description of the proposed suspension, the date it is intended to become effective, a description of the facts and circumstances upon which the proposed discipline is based and a statement informing the employee of his or her right to appeal the suspension as described in this section. If the suspension is based, in whole or in part, on written materials or documents, the notice shall either provide the employee with copies of the materials or documents or inform the employee of when and where they may be reviewed.

Within five calendar days of the date the employee receives the notice of suspension, the employee may file a written appeal with the Human Resources Manager. Within ten calendar days thereafter, the Human Resources Manager shall schedule a meeting with the employee and, where applicable, his or her recognized employee organization, to discuss the appeal. Within 20 calendar days after the meeting, the Human Resources Manager shall provide the employee with a written response to the appeal.

If the employee is not satisfied with the decision of the Human Resources Manager he or she may appeal the matter to the Court Executive Officer within five calendar days of the Human Resources Manager's decision. Within ten calendar days, the Court Executive Officer shall schedule a meeting with the employee and, where applicable, his or her recognized employee representative, to discuss the appeal. Within 20 calendar days after that meeting, the Court Executive Officer shall provide the employee with a written decision regarding the appeal. The decision of the Court Executive Officer shall be final and binding.

If an employee does not file a timely appeal as provided in this section, the notice of suspension shall become final without further notice by the Court.

#### **Notice of Proposed Disciplinary Action For Major Discipline**

If the Court is considering disciplinary action against an employee more severe than a suspension for five days, the employee shall be given written notice of the proposed disciplinary action. The notice shall include a description of the proposed discipline, the date it is intended to become effective, a description of the facts and circumstances upon which the proposed discipline is based, and a statement informing the employee of his or her right to respond either orally or in writing to the charge by a specified date. If the proposed discipline is based, in whole or in part, on written materials or documents, the notice shall either provide the employee with copies of the materials or documents or, in the alternative, inform the employee of when and where they may be reviewed.

If the employee does not respond to the notice within the time specified, the Court may implement the proposed disciplinary action, without further notice. The disciplinary action shall be conclusive and final.

If the employee does respond to the notice within the time specified, the Court shall consider the employee's response and all information relevant to the circumstances. The Court shall thereafter issue a written determination on the notice of proposed disciplinary action. If the determination recommends the implementation of discipline more severe than a suspension for five days, the employee shall have the right to request an evidentiary due process hearing within five (5) working days of the date that the court issues its written determination.

The Court may place the employee on paid administrative leave at any time while the charges are pending.

### **Due Process Evidentiary Hearing**

If an employee timely requests a hearing on the Court's determination to impose discipline more severe than a suspension for five days, the Court Executive Officer shall appoint an impartial hearing officer from a list of at least 5 persons that is jointly prepared annually by the Court and the Union. The Court may use the same list as is prepared pursuant to Section 5.9 of this MOU.

The employee and the Court shall have the right to call witnesses and present evidence. Upon request of the employee, the Court shall release employees to testify at the hearing. The hearing officer 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 by Code of Civil Procedure section 1282.6.

The employee shall have the right to representation, including legal counsel paid by the employee.

The hearing shall be conducted within thirty (30) days of the date of the employee's request unless the parties agree to some other time. An appropriate record of the hearing shall be made and, at the conclusion of the hearing, the hearing officer shall prepare a written report that includes findings of fact and conclusions that reference the evidence and a recommendation with regard to the proposed discipline.

If the hearing officer disagrees with the Court's determination of discipline, the Court shall furnish a certified copy of the record of the hearing to the employee or, if the employee is represented by a recognized employee organization or legal counsel, to that representative without cost.

### **Review and Appeal**

The Court shall have thirty (30) calendar days from receipt of the hearing officer's report and recommendation to issue a written decision accepting, rejecting or modifying the hearing officer's report and recommendation. The Court and employee may agree to a different time in writing. The Court's review of the hearing officer's report and recommendation shall be conducted by an individual other than the disciplining officer.

In making its decision, the Court shall be bound by the factual findings of the hearing officer, except findings that are not supported by substantial evidence.

If the Court rejects or modifies the hearing officer's recommendation, the Court shall provide a written explanation of its reasons for the modification. The Court may reject or modify the recommendation of the hearing officer only if the material factual findings are not supported by substantial evidence, for any of the following reasons, or for reasons of substantially similar gravity or significance:

- (a) The recommendation places an employee or the public at an unacceptable risk of physical harm.

- (b) The recommendation requires an act contrary to law;
- (c) The recommendation obstructs the Court from performing its constitutional or statutory function.
- (d) The recommendation disagrees with the Court's penalty determination, but the hearing officer 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 hearing officer that the hearing officer has failed to consider or distinguish.
- (f) The recommendation exposes the trial court to present or future legal liability other than the financial liability of the actual remedy proposed by the hearing officer.

## **Judicial Review**

An employee may challenge the final decision of the Court by filing a writ of mandamus pursuant to Code of Civil Procedure section 1094.5 in the appropriate court. Review by that court shall be limited to the record. In reviewing the Court's decision, the reviewing court shall be bound by the hearing officer's factual findings that are supported by substantial evidence.

### **10.2 Employee Conduct**

Conduct which shall be deemed to constitute cause for discipline shall include, but not be limited to the following:

1. Falsification of any document, including any document in a case file, an application, a physical examination questionnaire, time record, or personnel record, including falsification by omission;
2. Inattention to duty, carelessness, damage to, or negligence in the care and handling of Court property;
3. Altering, falsifying, tampering, removing, or destroying records without permission;
4. Insubordination;
5. Dishonesty;
6. Theft;
7. Violating conflict of interest rules;
8. Interfering with the work performance of others;
9. Discourteous treatment of the public or other employees;

10. Harassment, including, but not limited to, sexually harassing employees or members of the public;
11. Being under the influence of, using, or possessing alcohol or illegal substances on Court property or while conducting Court business;
12. Gambling on Court property or while conducting Court business;
13. Leaving work without authorization;
14. Unauthorized possession of weapons on Court property or while conducting Court business;
15. Conviction of any felony, or conviction of a misdemeanor committed while engaged in the performance of duties. A plea or verdict of guilty, or a plea of nolo contendere, to a charge of a felony or a misdemeanor is deemed to be conviction within the meaning of this article;
16. Misuse of Court funds or property for personal gain or for other unauthorized purposes;
17. Violation of any Court policy;
18. Violation of any provision contained in the Court Employee's Code of Ethics;
19. Excessive and/or unexcused absences/tardiness, or the claim of sick leave under false pretenses;
20. Absence from duty without leave, failure to report after leave or absence has expired, or after such leave or absence has been disapproved, revoked, or canceled, abandonment of job;
21. Acceptance by an employee of any bribe, gratuity, kickback, or other form of remuneration in addition to regular compensation with an attempt to influence the action or opinion of an employee in the performance of the employee's duties;
22. Failure to maintain necessary employment standards of position, e.g. driver's license, professional certification or license;
23. Outside employment in violation of Court Policy.

## **ARTICLE XI – MISCELLANEOUS PROVISIONS**

### **11.1 No Strike or Lockout**

During the term of this MOU, the employees shall not withhold their labor or engage in any other conduct to slow or disrupt the operations of the Court, including participation in sympathy strikes and there shall be no lockout by the Court.

### **11.2 Funding Contingency**

The Court's obligation to perform the monetary provisions of this MOU is contingent on receipt of funding from the Judicial Council of California and, if necessary funding is not approved or appropriated, the Court shall be relieved of its economic obligations hereunder and the parties shall resume bargaining on all economic issues. Upon any representation of deficient funding or lack of funds, the Court shall comply with its obligation under the Government Code and provide the Union with financial records upon request.

### **11.3 Severability**

In the event that any provision of this MOU should be found by a court of competent jurisdiction to be unenforceable, the finding shall have no effect on any other provision.

### **11.4 Whole Agreement**

Both parties agree that this MOU concludes all negotiations and meetings required by Government Code section 71600 et seq., and sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any and all other prior or existing understandings, practices or MOUs between the parties, formal or informal, is hereby cancelled and terminated in its entirety.

No amendment of any of the terms or provisions contained in this MOU shall be binding upon the parties, unless it is made and executed in writing.

## **ARTICLE X II – TERM OF MOU**

This MOU shall become effective October 29, 2017 or upon the date of ratification by both parties, whichever is later, and shall remain in full force and effective through and including October 31, 2020. Either party may open negotiations for a successor MOU after August 1, 2020 and negotiations shall begin no later than September 15, 2020.

There will be a reopener on health/dental/vision benefits, commencing upon written request of either party. Said requests must be communicated within a 30 calendar day period, which begins on August 1 of each year.

In WITNESS WHEREOF, the Court and the Union hereunto affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_.

SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU LOCAL 521

By: Courtney Hawkins  
Courtney Hawkins Internal Worksite Organizer

By: Nancy Cargill  
Nancy Cargill, Member

By: Stella Felix  
Stella Felix, Member

By: Thiese Freitas  
Thiese Freitas, Member

By: Michelle MacElvaine  
Michelle MacElvaine, Member

By: Juanita Para  
Juanita Para, Member

By: Fred Sartuche  
Fred Sartuche, Member

TULARE COUNTY SUPERIOR COURT

By: Valerie Velasquez  
Valerie Velasquez, Tulare County Superior Court

By: Nocona Soboleski  
Nocona Soboleski, Tulare County Superior Court

**Exhibit A: Classifications for General Unit:**

Legal Processing Clerk Series  
Account Clerk  
Appeals Clerk  
Collector I  
Collector I B  
Collector II  
Collector II B  
Court Clerk  
Court Clerk B  
Courtroom Clerk  
Document Examiner  
Document Examiner B  
Exhibits Clerk I, II  
Facilities and Procurement Specialist  
Family Law Case Coordinator  
Finance Technician I, II, III  
Office Assistant  
Office Assistant B  
Finance Specialist  
Paralegal  
Paralegal B  
Procurement Clerk  
Revenue Recovery Clerk  
Senior Collector  
Senior Courtroom Clerk  
Senior Office Assistant  
Senior Legal Processing Clerk

Questions or concerns related to contract matters contact  
SEIU 521 Contract Enforcement Department at (661) 321-4181  
or an Internal Worksite Organizer listed below.



SEIU Local 521  
1811 W. Sunnyside Avenue  
Visalia, CA 93277

Phone: (559) 635-3720  
Fax: (559) 733-5006  
[www.seiu521.org](http://www.seiu521.org)  
[facebook.com/seiu521](https://facebook.com/seiu521)

Internal Worksite Organizers  
Mark Araiza (559) 635-3728  
Courtney Hawkins (559) 635-3725  
Jose Sigala (559) 635-3737