

# **Memorandum of Understanding**

**SEIU Local 521 & Superior Court of  
California, County of Santa Cruz**

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NOVEMBER 2013 TO  
OCTOBER 2016

Superior Court of California,  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California, 95060  
831-420-2200

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CRUZ  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521  
FOR THE  
COURT GENERAL UNIT

TABLE OF CONTENTS

**ARTICLE 1 - INTRODUCTION.....6**

**ARTICLE 2 - RECOGNITION.....6**

**ARTICLE 3 - UNION ACTIVITIES**

3.1 ..... Stewards.....7

3.2 ..... Bulletin Boards .....7

3.3 ..... Distribution.....7

3.4 ..... Visits by Authorized Union Representatives.....7

3.5 ..... Court Facilities.....7

3.6 ..... Notifications .....8

3.7 ..... Union Leave and Time Off.....8

3.8 ..... Release Time .....9

**ARTICLE 4 - UNION SECURITY**

4.1 ..... Relationship Affirmation.....9

4.2 ..... Notice of Recognized Union .....10

4.3 ..... Agency Shop .....10

4.4 ..... Maintenance of Membership .....10

4.5 ..... Modified Agency Shop .....11

4.6 ..... Exclusions.....12

4.7 ..... Financial Report.....13

4.8 ..... Vote to Rescind Agency Shop Provision.....13

4.9 ..... Enforcement/Separability .....14

4.10..... Indemnify and Hold Harmless.....15

4.11..... Payroll Deductions and Pay Over.....15

**ARTICLE 5 - PEACEFUL PERFORMANCE.....15**

**ARTICLE 6 - NO DISCRIMINATION**

6.1 ..... Fair Employment Practices .....16

6.2 ..... Union Activities.....16

**ARTICLE 7 - PAY**

7.1 ..... Base Wage Increase to Offset Retirement Contribution Change .....16

7.2	..... General Pay Adjustments .....	17
7.3	..... One-Time Lump Sum Payment .....	17
7.4	..... Wage Realignments .....	18
7.5	..... Wage Step Adjustments .....	19
7.6	..... Court Reporter Wage Range Conversion .....	19
7.7	..... Order of Pay Adjustments and Rounding .....	19
7.8	..... Effective Date of Transactions.....	19
7.9	..... Work in a Higher Class .....	20
7.10	..... Wage Setting.....	20
7.11	..... Pay Ranges .....	21
7.12	..... Placement of New Hires on the Pay Range.....	21
7.13	..... Advancement Within Pay Range .....	21
7.14	..... Increases Not Granted .....	22
7.15	..... Wage Adjustment Upon Appointment to Higher Class.....	22
7.16	..... Wage Adjustment Upon Transfer.....	22
7.17	..... Wage Adjustment Upon Lateral Reclassification.....	22
7.18	..... Wage Adjustment Upon Appointment to Lower Class .....	22
7.19	..... Wage Adjustment Upon Downward Reclassification.....	23
7.20	..... Wages Upon Reinstatement.....	23
7.21	..... Retraining Adjustment Pay Differential .....	23
7.22	..... Public Accountability .....	23

**ARTICLE 8 - RETIREMENT**

8.1	..... Retirement (CalPERS) – Local Miscellaneous Members.....	24
8.2	..... Retired Employees.....	24

**ARTICLE 9 - INSURANCE BENEFITS**

9.1	..... Plan Documents Controlling .....	25
9.2	..... Health Plan Coverage.....	25
9.3	..... Dental Plan Coverage.....	27
9.4	..... Vision Plan Coverage.....	28
9.5	..... Disability Plan Coverage.....	28
9.6	..... Life Insurance .....	29
9.7	..... Part-Time Employee Insurance Benefits .....	29
9.8	..... Continuation of Insurances During Leave of Absence Without Pay .....	29
9.9	..... Liability of Employee for Ineligible Dependents.....	32
9.10	..... Mandatory Enrollment of Employees.....	32
9.11	..... Employee Assistance Program.....	32

**ARTICLE 10 - MEAL PERIOD, REST PERIOD, CLEAN-UP TIME**

10.1	..... Meal Period.....	32
10.2	..... Rest Periods.....	32

**ARTICLE 11 - HOURS OF WORK AND OVERTIME**

11.1	..... Basic Work Week.....	33
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11.2.....	Timekeeping Policies .....	33
11.3.....	Scheduled Hours .....	33
11.4.....	Overtime .....	34
11.5.....	Authorization .....	34
11.6.....	Computation.....	34
11.7.....	Compensatory Time .....	35
11.8.....	Distribution of Overtime .....	35
 <b>ARTICLE 12 - DIFFERENTIALS</b>		
12.1.....	Application.....	35
12.2.....	Shift Differential.....	35
12.3.....	Bilingual Pay Differential .....	36
12.4.....	Longevity Differential.....	36
 <b>ARTICLE 13 - REIMBURSEMENT PROVISIONS</b>		
13.1.....	Automobile Mileage Reimbursement.....	36
13.2.....	Reimbursement for Property Damage.....	37
13.3.....	Reimbursement for Tuition, Licenses or Certificates.....	37
13.4.....	Meal Allowance in Declared Emergency .....	37
 <b>ARTICLE 14 - PAID LEAVE</b>		
14.1.....	Holidays .....	38
14.2.....	Annual Leave.....	40
14.3.....	Other Leave With Pay .....	44
 <b>ARTICLE 15 - LEAVES OF ABSENCE WITHOUT PAY</b>		
15.1.....	General Provisions.....	47
15.2.....	Leave of Absence Without Pay .....	47
15.3.....	Right of Return .....	48
15.4.....	Failure to Return .....	48
15.5.....	Effect of Leave of Absence Without Pay on Service Hours.....	48
15.6.....	Pregnancy Leave.....	48
15.7.....	Parental Leave .....	49
15.8.....	Personal Leave .....	50
15.9.....	Continuation of Insurance Benefits During Leave Without Pay .....	50
15.10..	Limitations on Use .....	50
 <b>ARTICLE 16 - EMPLOYEE PARKING/BUS PASSES.....</b>		
		51
 <b>ARTICLE 17 - EMPLOYEE RIGHTS</b>		
17.1.....	Adverse Action .....	51
17.2.....	Personnel Files.....	51
17.3.....	Access to Personnel Policies .....	52
17.4.....	Evaluation .....	52
17.5.....	Defense and Indemnification.....	55

<b>ARTICLE 18 – DISCIPLINE AND DISCHARGE PROCEDURES</b>	
18.1.....Discipline and Discharge Standards.....	56
18.2.....Written Reprimands .....	57
18.3.....Suspension, Demotion and Termination.....	58
<b>ARTICLE 19 – HEALTH AND SAFETY .....</b>	<b>61</b>
<b>ARTICLE 20 – PROBATION</b>	
20.1.....Length of Probationary Period.....	62
20.2.....Probationary Status.....	62
20.3.....Removal During Probationary Period.....	63
20.4.....Laid Off or Displaced Probationary Employees.....	63
<b>ARTICLE 21 – CLASSIFICATION ACTIONS AND PAY PROTECTION</b>	
21.1.....Classification Action.....	63
21.2.....Unit Assignment.....	64
21.3.....Pay Protection .....	65
<b>ARTICLE 22 – GRIEVANCE PROCEDURE</b>	
22.1.....Introduction .....	66
22.2..... Definition .....	66
22.3..... Presentation .....	67
22.4.....General Provisions.....	67
22.5.....Procedure .....	68
<b>ARTICLE 23 – LAYOFF PROVISIONS</b>	
23.1.....Definitions.....	70
23.2.....Purpose of Layoff Provision .....	71
23.3.....Decision Process.....	71
23.4.....Scope of Application.....	71
23.5.....Order of Layoff.....	71
23.6.....Displacement (Bumping) in Lieu of Layoff.....	72
23.7.....Seniority for Purposes of Layoff and Displacement.....	72
23.8.....Opportunity for Employee Review.....	73
23.9.....Retention of Re-employment List Status .....	73
23.10..Preferential Consideration .....	74
23.11..Other Means of Attaining Regular Status for Purposes of Seniority .....	75
<b>ARTICLE 24 – JOB SHARING, PART-TIME, FLEXIBLE WORK HOURS, VTO .....</b>	<b>75</b>
<b>ARTICLE 25 – LABOR MANAGEMENT COMMITTEE .....</b>	<b>76</b>
<b>ARTICLE 26 – WORK SCHEDULE/LOCATION ASSIGNMENT</b>	
26.1.....Assignment .....	77
26.2.....Work Schedules and Schedule Changes .....	77
26.3.....Transfer.....	77

26.4.....Seniority Defined.....78

**ARTICLE 27 – VOLUNTEER PLACEMENTS.....78**

**ARTICLE 28 – SEPARABILITY OF PROVISION .....79**

**ARTICLE 29 – UNPAID DAYS OFF .....79**

**ATTACHMENT A – CONFIDENTIAL POSITIONS.....80**

**ATTACHMENT B – SUPERVISORY CLASSES.....81**

**ATTACHMENT C – FAMILY CARE AND MEDICAL LEAVE ACT .....82**

**ATTACHMENT D – DRESS POLICY AND GUIDELINESS.....84**

**ATTACHMENT E – WAGE CHART.....86**

**ARTICLE 1**  
**MEMORANDUM OF UNDERSTANDING - INTRODUCTION**

This is a Memorandum of Understanding (MOU) between the Superior Court of California, County of Santa Cruz and the Service Employees International Union Local 521 for the Court General Unit. Both parties agree that this MOU is a result of meeting and conferring in good faith under the terms of State law and Court Personnel rules.

This MOU contains the complete results of negotiations between the Court and SEIU Local 521 for Court employees for the period November 1, 2013 through October 31, 2016 and supersedes all previous agreements.

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

**ARTICLE 2**  
**RECOGNITION**

- 2.1 The Superior Court of California, County of Santa Cruz (hereinafter referred to as "Court") recognizes Service Employees International Union Local 521, (hereinafter referred to as "Union") as the exclusive bargaining representative for all employees in positions within the General Court Unit. Such representation and this Memorandum shall not apply to extra-help (temporary) employees.
- 2.2 The Court agrees to pay its designated payroll administrator for the administrative cost of payroll deductions for Union dues, service fees, and premiums for existing insurances.
- 2.3 The Court agrees to continue to provide monthly dues deduction status reports, quarterly unit census data reports, and termination/new hire member reports at no cost to the Union. The termination report will identify persons whose separation notice was coded as a retirement.
- 2.4 The Court agrees to continue to provide a payroll deduction program for voluntary employee contributions to the Committee on Political Education (C.O.P.E.) for employees in the General Court Unit, subject to the following conditions:

- A. Voluntary deductions for C.O.P.E. shall be withheld only if the employee so authorizes in writing on a form provided by the Union and approved by the Court.
- B. Payroll deductions shall commence on the second pay period after the authorization is received by the Court.
- C. Employees may sign up, change the amount of their contributions or discontinue their contributions at any time.
- D. Charges by the Court's designated payroll administrator for the cost of administration of the C.O.P.E program shall be paid for by the Union.
- E. The Union shall indemnify, defend and hold the Court, its officers and employees harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by this Court under the provisions of this Section 2.4.

**ARTICLE 3**  
**UNION ACTIVITIES**

**3.1 STEWARDS**

- A. The Union agrees to notify the Court each time it selects new Stewards. At least one Steward shall be allowed in each physical work location. If more than fifteen employees are assigned to one physical work location, one Steward shall be allowed for each fifteen or fraction thereof. The Union may request additional Stewards where circumstances warrant such action and the Court Executive Officer (CEO) is authorized to grant such requests where circumstances warrant. Alternate Stewards may be designated to serve in the absence of the Steward.

The Court will allow Officers and Stewards eight (8) hours per year without loss of compensation or other benefits to attend a basic shop steward training course or to attend other training sponsored by the Union. The Union will work with the Court ~~well~~ in advance when scheduling Steward trainings in order to avoid significant disruptions to court operations.

- B. Release Time for Stewards

The Court agrees to provide reasonable release time for:

1. A meeting with an employee at the worksite to discuss a grievance or an appeal on a disciplinary action;



2. A meeting with management to discuss a pending grievance;
3. Attendance at meetings and hearings regarding discipline or potential disciplinary action (Weingarten law); and
4. Other mutually agreed meetings with management.

The Union shall submit requests for release time to the Court's Human Resources Department each time they are seeking the release of a Steward. Requests shall be made in advance and shall be scheduled at a time during normal business. The Court and the Union agree that there will be times when a steward is needed on short notice and the parties will work together to allow for adequate release time

### 3.2 BULLETIN BOARDS

The Union shall be provided use of adequate and accessible space at each facility covered by this agreement for the posting of notices approved by the Union on bulletin boards/display space for communication. It shall be the Union's responsibility to maintain the information on these bulletin boards/display spaces which will be clearly marked for SEIU 521 communications. The Union must seek approval from the Court in order to display Union communications in any location other than SEIU designated bulletin boards/display spaces. Employees may display SEIU related items in their individual workstations provided that such items do not create a disruptive work environment.

### 3.3 DISTRIBUTION

The Union may distribute official union material to employees in its Representation Unit through normal channels. Bargaining unit employees can also use the Court's communication system to communicate with the Union regarding official union business so long as use is consistent with the Court's *Technology Policy*. Communication channels are defined as email, fax, and telephone.

### 3.4 VISITS BY AUTHORIZED UNION REPRESENTATIVES

The authorized Union Representative shall be allowed reasonable contact with employees at Court facilities provided such contact does not interfere with the employee's work.

### 3.5 COURT FACILITIES

Court buildings and other facilities shall be made available for use by the Union or their Representative in accordance with administrative procedures governing such use of Court facilities.

### 3.6 NOTIFICATIONS

#### A. Notification of Change in Status

It shall be the duty of the Court to notify the Union whenever the services of any Court employee in a class in this unit are engaged or terminated.

#### B. Disciplinary Action

The Court shall notify the Union in writing of any intended dismissal, suspension or demotion of employees covered by the Memorandum of Understanding.

#### C. The Court or its payroll administrator shall, on a biweekly basis, provide the Union payroll information that includes the following elements:

- (1) Represented employee names, homes address, work phone number, and work email address; and,
- (2) Each represented employee's dues/service fees contribution.

#### D. Union Notification

Except in cases of emergencies, the Union shall be given five (5) working days written notification of any matters within the scope of representation (i.e., wages, hours, and working conditions as defined by Government Code Section 71634, which is specific to the Trial Courts of California) proposed to be adopted by the Court and shall be given the opportunity to meet and confer with the Court prior to its adoption. Notification may be made in the form of an email to a designated Union representative and/or the Court Bargaining Unit President.

#### E. Contracting Out

The Court agrees that prior to taking action to contract out functions or activities now performed by employees in the General Court Unit, the Court will provide the Union with reasonable written notice and will meet with the Union to discuss alternative ways of achieving the Court's objectives. The Court agrees that, prior to taking action to layoff employees in the General Court Unit, the Court will discuss alternative ways of achieving the Court's objectives with the Union.

### 3.7 UNION LEAVE AND TIME OFF

The Court acknowledges that Court employees who are Union officers, stewards, or board members have an important role in development and maintenance of harmonious labor relations. Further, the Court acknowledges that effective representation requires participation in training and union activities and that reasonable time off without pay should be available for such purposes.

The Union acknowledges the Court's priority for Court programs and services and projects. The Union recognizes the need for notice and limitations in the administration of this article. Further, the Union recognizes that employee/Union officers, shop stewards, or Union board members may have specialized skills, abilities and knowledge which are necessary and cannot be reasonably replaced.

The Court and Union agree that employee/Union officers, shop stewards, or Union board members shall be entitled to an aggregate of 10 days per year time off without pay for Union training and activities subject to the following limitations:

- A. Two weeks advance notice of each absence, unless mutually waived;
- B. No more than two employees may be off at the same time; and
- C. The employee has skills, talents, abilities and knowledge which can reasonably be replaced.

A leave without pay may be granted to employee/Union officers, shop stewards, or Union board members with the approval of the CEO for a period of twelve months for the purpose of engaging in union activities. The CEO's decision on such leaves is final. A person who is granted such leave shall have the right to return to a position in that class from where they left. While on such leave, the person shall not be considered a Court employee for any purpose except, for an employee with regular status in her/his class, the right to return at the expiration of the leave.

3.8 RELEASE TIME FOR EMPLOYEES WHO ARE NOT UNION OFFICERS OR STEWARDS

Court employees shall be allowed reasonable release time without loss of pay:

- (1) If their attendance is required by a hearing officer;
- (2) For meetings required for the settlement of grievances filed pursuant to Article 22 of this agreement;

(3) To meet with a designated employee representative or union representative to discuss a declared informal grievance or the processing of a formal grievance; and

(4) If employee is a members of a union labor management or meet and confer team.

All release time for this purpose shall be scheduled in advance with the employee's supervisor and shall be scheduled at a time that is mutually agreed upon by the parties.

## **ARTICLE 4** **UNION SECURITY**

### **4.1 RELATIONSHIP AFFIRMATION**

The Union recognizes its obligation to cooperate with the Court to maximize service of the highest quality and efficiency to the citizens of Santa Cruz County, consistent with its obligations to the employees it represents. The Court and the Union affirm the principal that harmonious labor-management relations are to be promoted and furthered.

### **4.2 NOTICE OF RECOGNIZED UNION**

The Court shall give a written notice to persons being processed for regular employment in a class represented by the Union. The notice shall contain the name and address of the Union and the fact that the Union is the exclusive bargaining representative for the employee's unit and class. The Court shall give the employee a copy of the current Memorandum of Understanding.

### **4.3 AGENCY SHOP**

A. Except as provided in Section 4.4, 4.5 and 4.6 of this Article (Article 4), each person appointed to a class in the General Court Unit, and as a condition precedent to employment, be required to execute an authorization for the payroll deduction of Union dues, or of a service fee not to exceed union dues, and shall continue said authorization during the period of employment. Said authorization shall be made on a form provided by the Union and approved by the Court. The Union shall receive copies of executed authorization forms from the Court Human Resources Unit. Payroll deductions shall commence on the third pay period of employment.

- B. Except as provided in Sections 4.4, 4.5 and 4.6 of this Article (Article 4), worker employed in the General Court Unit shall be liable for payroll deduction of Union dues, or of a service fee not to exceed Union dues during the term of this Memorandum of Understanding. The Court shall make payroll deductions of Union dues or a service fee not to exceed Union dues or a charitable contribution as provided in Section 4.6 (c).

#### 4.4 MODIFIED AGENCY SHOP

Each person appointed to a class designated as supervisory in the Court General Unit shall, unless otherwise provided in this Article (Article 4), at the time of appointment and as a condition of appointment, be required to execute an authorization for the payroll deduction of union dues, or of a service fee not to exceed union dues and shall continue said authorization in effect during the period of employment, except that such employee may initiate a request to withdraw said authorization within thirty calendar days from the date of appointment or thereafter during the month of April as described below.

Said authorization shall be on a form provided by the Union and approved by the Court.

The authorization form shall include a statement that the Union and the Court have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of union dues, or a service fee not to exceed union dues as condition of employment, and that such authorization may be revoked within the first thirty calendar days of employment upon proper written notice of the employee within said thirty day period as set forth below. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

The Court Human Resources Unit shall promptly forward a copy of the authorization form to the Union.

Any designated supervisory employee desiring to revoke his or her authorization for union dues or service fee not to exceed union dues shall during the first 30 calendar days from the date of appointment or during the month of April forward a letter through the U.S. mail to the Court Human Resources Unit, 701 Ocean Street, Santa Cruz, CA 95060, setting forth his or her desire to revoke said authorization and may include reasons thereof. To be considered the letter must be received no later than 30 calendar days from the date of appointment to the designated supervisory class or during the

month of April. The Court Human Resources Unit shall promptly forward a copy of said letter to the Union.

Failure to timely notify the Court Human Resources Unit shall be deemed an abandonment of the right to revocation until the next appropriate time period.

Payroll deductions shall commence on the third pay period of appointment.

#### 4.5 EXCLUSIONS

- A. Employees in positions designated as confidential are excluded from the provisions of this Article (Article 4). The positions currently designated as confidential are listed on Attachment A. Employees designated as confidential may be changed by the Court in accordance with provisions of the Memorandum of Understanding and of the Court's Employee Relations Rules.
- B. Designated supervisory employees are excluded from the provisions of Section 4.3 of this Article. Attachment B includes the classes currently designated as supervisory. New positions and classifications shall be designated in accordance with the provisions of the Court's Employee Relations Rules.
- C. Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment, and is excluded from the provisions of Section 4.3 of this Article.

Such employee shall authorize a payroll deduction in an amount equal to service fees to a non-religious, non-labor, charitable organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Said payroll deduction shall be made to an organization for which payroll deductions have been arranged through the Court's payroll administrator.

Each person requesting exemption from the provisions of Sections 4.3 (A) and 4.3 (B) of this Article shall file a claim with the Union on a form provided by the Union and approved by the Court. A claim for a religious exemption from Section 4.3 (A) must be filed with the Court Human Resources Unit as a condition precedent to employment.

A claim for a religious exemption under Section 4.3 (B) of this article must be filed at the Court Human Resources Unit on a form provided by the Union, approved by the Court, and available from the Court Human Resources Unit.

Should an employee request termination of dues deduction or service fee because the employee asserts he/she has become a member of a bona fide religion, body, or sect which has historically held conscientious objection to joining or financially supporting employee organizations, the employee must file a claim of religious exemption at the Court Human Resources Unit on a form provided by the Union, approved by the Court, and available from the Court Human Resources Unit. Such claims filed with the Court shall be promptly forwarded to the Union for processing.

The Union shall review all claims for religious exemption and notify the employee and the Court of approval or denial of the claim within 40 calendar days of receipt by the Union.

Deduction of charitable contributions shall begin following resolution of the employee claim for religious exemption. If the exemption is approved, any service fee collected from the employee since date of filing shall be returned to the Court's designated payroll administrator for distribution in accordance with the second paragraph of Section 4.6 (c) of this Article.

#### 4.6 FINANCIAL REPORT

The Union shall maintain an adequate itemized record of its expenditures and financial transactions and shall make available annually to the Court and to the employees who are in the unit, within 60 days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant.

#### 4.7 VOTE TO RESCIND AGENCY SHOP PROVISION

Section 4.3 of this article may be rescinded by a majority vote of all employees in the unit covered by Section 4.3 provided that:

- A. A request for such a vote is supported by a petition submitted to the CEO containing the signatures of at least 40% of the employees in the unit covered by Section 4.3. An employee signature will be counted only if the employee is in paid status at the time the petition is submitted and the signature is dated within the ninety (90) day period prior to the submission of the petition.

- B. The vote is by secret ballot of employees in paid status on the last day of the pay period preceding the election.
- C. Such vote may be taken at any time during the term of this Memorandum of Understanding, but in no event shall there be more than one vote taken during such term.

The election shall be conducted by the State Conciliation Service and the cost of the election shall be fully paid by the proponents. The proponents shall post a \$500 bond with the CEO at the time of filing the petitions requesting a vote to rescind Section 4.3 of this Article.

#### 4.8 ENFORCEMENT/SEPARABILITY

In the event that any provision of Article 4.3 is declared by a court of competent jurisdiction to be illegal or unenforceable, all employees in the representation unit, who are members of the union, shall remain members during the period covered by this Memorandum of Understanding, and shall remain subject to all provisions of this Memorandum of Understanding which have not been declared to be illegal or unenforceable, provided however, that such members may withdraw their membership during the month of April of any year. Such employee desiring to revoke his/her authorization for union dues, shall forward a letter by U.S. mail to the Court Human Resources Unit, 701 Ocean St., Santa Cruz, California, 95060, setting forth his or her desire to revoke said authorization and may include reason thereof. To be considered, a letter shall be received by the Court Human Resources Unit no later than the last working day in April. The Court Human Resources Unit shall promptly forward a copy of said letter to the Union.

New employees hired under the provisions of 4.9 shall be required to execute an authorization form. The authorization form shall include a statement that the Union and the Court have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of union dues or a service fee not to exceed union dues as a condition of employment, and that such authorization may be revoked within the first thirty calendar days of employment upon proper written notice by the employee within said thirty day period as set forth. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

The Union shall receive from the Court Human Resources Unit copies of the authorization form.



Any employee desiring to revoke his or her authorization for union dues or service fee not to exceed union dues shall, during the first 30 calendar days of employment or during the month of April, forward a letter through the U.S. mail to the Court Human Resources Unit, 701 Ocean Street, Santa Cruz, CA 95060, setting forth his or her desire to revoke said authorization and may include reasons thereof. To be considered the letter must be received no later than 30 calendar days from the date of employment or during the month of April. The Court Human Resources Unit shall promptly forward a copy of said letter to the Union.

Failure to timely notify the Court Human Resources Unit shall be deemed an abandonment of the right to revocation until the next appropriate time period.

#### 4.9 INDEMNIFY AND HOLD HARMLESS

The Union indemnifies and holds the Court, its officers, and employees acting on behalf of the Court, harmless and agrees to defend the Court, its officers, and employees acting on behalf of the Court and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the Court under the provisions of this Article (Article 4, Sections 1 through 9).

#### 4.10 PAYROLL DEDUCTIONS AND PAY OVER

The Court shall deduct union dues or service fees and premiums for approved union insurance programs from the pay of employees in the General Court Unit in conformity with Court regulations.

The Court shall promptly pay over to the designated payee all sums so deducted.

### **ARTICLE 5** **PEACEFUL PERFORMANCE**

During the term of this agreement, the Union and its representatives shall not engage in and/or support any Court employee strike, sympathy strike, slowdown, work stoppage, or interruption of work at any of the Court's facilities. The Court agrees that it will not lock out employees. The Court and the Union, including the employees it represents, shall make its best effort to enforce the terms of this Memorandum of Understanding.

**ARTICLE 6**  
**NO DISCRIMINATION**

6.1 **FAIR EMPLOYMENT PRACTICES**

Equal Employment Opportunity/Non-Discrimination: The Court and the Union agree that no employee shall be discriminated against on the basis of race, color, religion, disability, medical condition (cancer related or genetic characteristics), national origin, ancestry, marital status, sex, sexual orientation, age (over 18), pregnancy, gender, veteran's status, or any other non-merit factor except where sex or physical capability is determined to be a bona fide occupational qualification after consideration of reasonable accommodation factors in relation to the essential job duties of the position. The parties also agree to support efforts which are intended to achieve equal employment opportunity as provided for in Federal, State and Court requirements.

6.2 **UNION ACTIVITIES**

Neither the Court nor the Union shall interfere with, intimidate, coerce or discriminate against employees because of their exercising their right to form, join and participate in the activities of the Union, or exercising their right to refuse to join or participate in the activities of the Union.

**ARTICLE 7**  
**PAY**

7.1 **GENERAL PAY ADJUSTMENTS**

Effective the first pay period in October 2015, the hourly rate in the pay range for each classification shall be increased by 2%

The Court and the Union will reopen the contract (MOU) and meet and confer on an additional negotiated salary increase within thirty (30) calendar days after the Court submits its FY 14 - 15 Fourth Quarter Financial statement to the Judicial Council (October 2015). The ability to fund an additional NSI would be based on whether or not economic conditions have improved.

7.2 **ONE-TIME LUMP SUM PAYMENT**

Effective on the pay period beginning November 23, 2013, regular full-time and part-time employees in paid status with the Court on the date of ratification shall receive a taxable payment of \$3,000.00 during the second

Effective on the pay period beginning May 25, 2014, regular fulltime and part-time employees in paid status at the time of ratification shall receive a taxable payment of \$2,500.00

Probationary employees in paid status on the date of payment listed above in item 1 shall become eligible for that payment upon passing probation and achieving regular status with the Court. These employees shall receive their payment during the second full pay period following the date they pass probation.

Regular employees in a budgeted full-time position who have requested and been granted a temporary reduction in hours worked, and who are working in that capacity on the date on which a payment occurs shall have that payment prorated based on the number of hours agreed upon.

Employees not in paid status on the payment date listed above in item 1 shall not be eligible for that payment unless they are on an approved -medical leave.

Employees who opt to deposit these lump sum payments into their deferred compensation plans will be accommodated by the Court in accordance with the deferred compensation plan documents.

7.3 WAGE STEP ADJUSTMENTS  
(Retained for informational purposes)

The hourly rate for each step in the pay range, beginning with Step 1, for all General Court Unit classifications shall be modified to reflect a 4% difference between each step (Effective October 2007).

7.4 COURT REPORTER WAGE RANGE CONVERSION  
(Retained for informational purposes)

The pay rate for the classification of Court Reporter shall be converted to a three-step wage range using the current rate as Step 1. Court Reporters in this category shall be eligible for placement at Step 2 of the new wage range when they have completed 2080 hours with the Superior Court of Santa Cruz County.

Court Reporters employed by the Court as of the date of ratification of this MOU who have worked at least 2080 hours with the Superior Court of Santa Cruz County shall be placed at Step 2 of the new wage range. Court Reporters in this category shall be eligible for placement at Step 3 of the new wage range when they have completed 4160 hours with the Superior Court of Santa Cruz County.

Court Reporters employed by the Court as of the date of ratification of this MOU who have worked at least 4160 hours with the Superior Court of Santa Cruz County shall be placed at Step 3 of the new wage range (Effective October 2007).

#### 7.5 ORDER OF PAY ADJUSTMENTS AND ROUNDING

The Wage Step Adjustments for all General Court Unit classifications and the Court Reporter Wage Range Conversion shall be implemented prior to the Wage Realignment in Article 7.3.

All pay adjustments listed in this article shall be rounded to the nearest one cent (\$0.01).

The amounts set on the wage chart attached to this MOU shall be controlling in the case of any dispute.

#### 7.6 EFFECTIVE DATE OF TRANSACTIONS

Personnel/payroll transactions not effective on the first day of a pay period shall have an effective date of the first day of the next pay period, unless an exception is approved by the Court Executive Officer and the Court's designated payroll administrator. Examples of such transactions include: transfers, promotions, demotions. Step increases which would be effective the first week of the pay period shall have an effective date of the first day of that pay period, step increases which would be effective the second week of the pay period shall have an effective date of the first day of the next pay period.

The following transactions are excluded from the provisions of this article: original appointments, separations, leaves of absence without pay, return from leave of absence without pay, work in a higher class appointment, return from work in higher class appointment.

#### 7.7 WORK IN A HIGHER CLASS

An employee may be temporarily assigned by their Division Manager to perform a majority of the duties of a classification with a higher pay range

with the prior approval of the CEO or designee. An employee is not eligible for these provisions if the assignment to be made is within the same alternately staffed classifications. The following conditions must be met for the employee to receive pay for work in the higher class:

- (1) the employee must meet the employment standards for the higher class;
- (2) appointments shall be for higher class assignments exceeding 20 cumulative hours in any calendar year. No time served in "Work in a Higher Class" appointment shall contribute towards acquiring probationary or regular status in the higher class;
- (3) All "Work in a Higher Class" assignments shall be in writing. No such temporary assignment shall continue for longer than 60 days except that one additional temporary appointment for a maximum of 60 days may be authorized by the Court Executive Officer or designee provided that valid reasons exist to justify the extension.

#### 7.8 WAGE SETTING

The compensation of Court employees with positions in the classification plan shall be paid at the rates and in the ranges and steps, as established by the Court, subject to the meet and confer process for represented classifications.

In setting and revising pay ranges for Court classifications, the Court Executive Officer, or designee, shall gather and consider necessary data including, but not limited to, local market conditions and other local compensation-related issues such as difficulty of recruitment or retention. The Court may retain an outside consultant for this purpose.

In setting and revising pay ranges, and to the extent that funds are made available for such purposes, the Court Executive Officer or designee shall use the following wage-setting guidelines:

- (1) Consider what pay ranges will enable the Court to recruit successfully and to retain employees
- (2) Recognize differences among classes such as skills required, difficulty of duties, and levels of responsibility; consider the cost of living and local market conditions including the wages paid to Court employees in other counties, including Bay Area counties; and
- (3) Consider other relevant factors.

## 7.9 PAY RANGES

There shall be a pay range for each job classification generally consisting of seven steps. Job classifications may consist of less than seven steps if approved by the Court Executive Officer, subject to the meet and confer process for represented classifications.

### 7.10 PLACEMENT OF NEW HIRES ON THE PAY RANGE

New hires or temporary appointments shall generally be placed at the first step of the pay range for the position/classification for which the employee is hired. If the Court Executive Officer or designee concludes that qualified applicants cannot be recruited successfully at the first step, he or she may approve a hire at up to the third step of the range. If the Court Executive Officer or designee concludes that qualified applicants cannot be recruited successfully at the third step, the Court Executive Officer may authorize an appointment at a higher step of the range. Notice of all appointments of new hires or temporary appointments to a fourth step or higher appointment shall be provided to the appropriate recognized employee organization at the time such appointments are approved.

### 7.11 ADVANCEMENT WITHIN PAY RANGE

Wage increases (i.e., advancement to higher steps within the pay range) will be granted to regular employees on the basis of individual performance and length of service. Employees will progress to the next higher step upon completion of 2080 hours of service in which the employee has demonstrated at least satisfactory performance as evidenced by a "meets standards" or higher overall employee performance rating. Failure of an employee's supervisor to present the employee with a performance evaluation within 30 calendar days of the due date, unless an extension is mutually agreed upon, shall result in a satisfactory evaluation of the employee and step advancement as of the due date.

Paid hours of work, paid leave hours accrued and used by an employee, military leave and time off due to an occupational injury with the Court shall constitute hours of service. Hours worked in excess of the number of hours authorized for the position, whether overtime or otherwise, shall not be included in the calculation of hours of service. Hours of service for purposes of step increase accrue by class, beginning the most recent date of appointment.

### 7.12 INCREASES NOT GRANTED

Employees receiving an annual performance evaluation with an overall rating of "needs improvement" will be placed on special evaluation pursuant

to Article 17.4.E and will not be granted a pay increase unless and until the employee is removed from special evaluation by attaining a "meets standards" or above overall rating.

7.13 WAGE ADJUSTMENT UPON APPOINTMENT TO HIGHER CLASS WITH HIGHER MAXIMUM PAY RANGE

(Except as provided in 7.16 below for transfers)

An employee appointed to a position in a class with a higher maximum pay range shall be placed at the step within the new pay range which will provide an increase above their pay rate in their previous class which is closest to ten percent (10%). An employee who is appointed to a class with a higher maximum pay range shall have a new pay anniversary date that is the effective date of his or her appointment to the new class.

7.14 WAGE ADJUSTMENT UPON TRANSFER

An employee transferred from one position to another in the same class, or to a class whose top step is within 5% of the top step of the class transferred into, shall be compensated at the same step in the pay range as he or she previously received. A transfer will not affect the employee's pay anniversary date.

7.15 WAGE ADJUSTMENT ON LATERAL RECLASSIFICATION

The change of an employee's current position title to a class having the same pay range maximum is a lateral reclassification. Whenever the position is reclassified to a class with the same pay range as the previous class and the incumbent is selected for the reclassified position, the pay rate and the pay anniversary date of the employee shall not change.

7.16 WAGE ADJUSTMENT UPON APPOINTMENT TO LOWER CLASS

In the case of disciplinary demotions, an employee demoted to a position in a class with a lower maximum pay range shall have his or her wages reduced to the same step in the lower range. In the case of non-disciplinary demotions, the employee's wages shall be adjusted to the highest step in the pay range of the new class that does not exceed the wages received in the former class. Any prior time served in the higher class will count towards step placement and advancement. Otherwise, an employee who is demoted shall have a new pay anniversary date that is the effective date of his or her demotion.

#### 7.17 WAGE ADJUSTMENT ON DOWNWARD RECLASSIFICATION

The change of an employee's current classification to a class having a lower maximum pay range is a downward reclassification. Whenever a position is reclassified to a class with a lower maximum pay range, the wages of each incumbent on the effective date of the reclassification shall be set at the same pay rate that he or she was receiving in the former range, and the employee's pay anniversary date shall not change. If the employee's wages are greater than the maximum step of the pay range in the lower class, the wages shall be frozen until such time as the range maximum is increased and exceeds the employee's wages.

#### 7.18 WAGES UPON REINSTATEMENT

Employees reinstated to a position in the same or equal class shall be appointed at the same step in the pay range for the class they were in when their employment was terminated, with credit for service hours previously accrued. Employees reinstated to a lower class shall be appointed at the step in the pay range as provided for in Article 7.19 above, for purposes of step placement only. For purposes of this section, reinstatement is defined as reappointment to a position in the class from which laid off, bumped, or resigned in good standing.

#### 7.20 7.19 RETRAINING ADJUSTMENT PAY DIFFERENTIAL

A regular employee who takes a voluntary demotion for the purpose of changing career paths may be entitled to a Retraining Adjustment Pay Differential provided the following conditions are met: the demotion is not in lieu of, or the result of disciplinary action; the demotion is not the result of a lay-off; the demotion is not a return from work in a higher class; the payment is approved by the Court Executive Officer.

The Retraining Adjustment Pay Differential will be effective from the date the employee begins work in the lower class. It will continue for 24 months or until the employee leaves the class to which they have demoted, whichever occurs first.

The Retraining Adjustment Pay Differential shall be paid as an hourly rate differential that is equal to the difference between the employee's hourly rate at the time of the voluntary demotion and the appropriate hourly rate in the new lower class.

The Retraining Adjustment Pay Differential shall apply to voluntary demotions only from a position with the Court to another position with the Court.



7.21 7.20 PUBLIC ACCOUNTABILITY

As a public entity, the Court is governed by principles of public accountability which provide that employees should not be paid for time not worked which is not covered by paid leave so as to be accountable to taxpayers for the expenditure of public funds as provided in the California Constitution Article XI. As such, the Court will recognize the concept of public accountability in the interpretation and application of its compensation policies and practices.

**ARTICLE 8**  
**RETIREMENT**

8.1 RETIREMENT (CalPERS) - LOCAL MISCELLANEOUS MEMBERS

- A. The Court and County of Santa Cruz currently contract jointly with CalPERS under a "Miscellaneous" retirement plan. Pursuant to Government Code Section 71624, the Court and its eligible employees will continue to participate in the CalPERS 2% @ 55 retirement program pursuant to the terms of the contract between the County of Santa Cruz and CalPERS.

The Court shall contribute the full employer share toward the applicable CalPERS retirement formula for bargaining unit employees. Each employee shall contribute the full employee share toward the applicable CalPERS retirement formula. There shall be no increases in the employee share of the CalPERS retirement benefit for the duration of this agreement.

"New members" hired on or after January 1, 2013, are subject to a 2% @ 62 retirement formula and are governed by the formulas and minimum contribution rates under the California Public Employees' Pension Reform Act of 2013. These terms and provisions are subject to change without Court approval.

The Court agrees that it is bound by the terms of the County of Santa Cruz's contract with CalPERS for retirement. If the County alters the retirement contract, the Court agrees to meet and consult with the Union on any changes to the contract.

Employees are encouraged to contact CalPERS directly with questions regarding any issues with prior service credit and their specific level of benefits.

- B. Implementation of IRC Section 414 (h)(2)

Pursuant to Section 414(h)(2), the Court will designate the amount that the employee is required to pay for CalPERS retirement benefits, in accordance with Sub-section A 1 of this Article (8.1) immediately above, as being "picked-up" by the Court and treated as employer contributions for tax purposes only. By having the Court use this process, employees receive a form of deferred taxation in that taxes are paid on the funds at the time the retirement benefit is received rather than at the time the retirement contributions are made. Under current law, exercising the employer pick-up option pursuant to IRC Section 414(h)(2) results in no additional cost to the Court. The parties agree that, in the event the law changes such that costs are imposed on the Court for exercising the employer pick-up option under IRC Section 414(h)(2), the Court shall immediately cease designating the employee contribution as being "picked-up" by the Court and such CalPERS contributions shall revert to being made on a post-tax basis.

## 8.2 RETIRED EMPLOYEES

- A. Employees in this representation unit who retire through CalPERS may enroll in a CalPERS health plan as provided under the Public Employees' Medical & Hospital Care Program (PEMCA).

The Court elects to be subject to the provisions of PEMCA as set forth in its *Resolution Electing to be Subject to Resolution Electing to be Subject to Public Employees' Medical and Hospital Care Act Fixing the Employer's Contribution*.

1.

1. The Court agrees to pay 100% of the HMO or Medicare HMO premium for eligible retirees from this representation unit who are enrolled in a Public Employees' Medical & Hospital Program Health Plan for employees who have 25 years of service or more.

2. Nothing in this agreement guarantees continued health insurance coverage upon or after the expiration of this agreement and the underlying Memorandum of Understanding for retirees, their dependents, or their survivors. The Court reserves the right to make modifications to retiree health coverage, including termination of coverage, upon or after the termination of this Memorandum of Understanding.

**ARTICLE 9**  
**INSURANCE BENEFITS**

9.1 PLAN DOCUMENTS CONTROLLING

The following is only a summary of the terms of enrollment and benefits for employee insurances available to employees in this representation unit. In the event of a discrepancy between Article 9 and the plan document, the plan document for insurances specified below (health, dental, vision, long term and short term disability, life) is controlling. Copies of plan documents are available through the Human Resources Unit.

9.2 HEALTH PLAN COVERAGE

The Court shall contract with CalPERS under the Public Employees' Medical and Hospital Care Act to provide health insurance for employees and dependents.

CalPERS offers employees the option of choosing either a Preferred Provider (PPO)/Indemnity plan or a Health Maintenance Organization (HMO).

Effective January 1, 2005, all rights afforded married couples with regard to benefits enrollment will be afforded same sex domestic partners by CalPERS.

As long as the Court contracts for health care through CalPERS, alternate health plans may only be offered if approved by CalPERS. Information regarding the availability of an alternate health plan is available in Court Human Resources.

A. Employees in this representation unit may enroll in a health plan offered by CalPERS in accordance with the provisions of the Public Employees' Medical & Hospital Care Program or an alternate health plan if available.-Employees have the option of enrolling their eligible dependents in this program.

B. Premium Payments

For the term of this contract, the Court shall contribute the following monthly percentages towards employee health insurances based as a percentage of the least expensive HMO available for the Santa Cruz area:

Employee only: 100%

Employee + 1: 90%

Employee + 2: 90%

Employees in this representation unit hereby authorize the Court to make a payroll deduction in the amount equivalent to the remainder of the premium required for the Public Employees Medical & Hospital Plan or an alternative health plan if available in which they and their dependents are enrolled.

C. Opt out of Coverage

Full-time and part-time employees who, as of September 30, 2007, are in opt-out status from Court-sponsored medical coverage and who have no subsequent change to their opt-out status or subsequent break in their Santa Cruz Superior Court service shall be paid a monthly amount of \$485.

Full-time and part-time employees who choose to opt out of Court-sponsored medical coverage on or after October 1, 2007 shall be paid a monthly amount of \$300.

This payment will only be made for an entire month during which the employee does not receive Court sponsored medical coverage.

To be eligible for this option, the employee must provide the Court proof of health coverage for themselves from another source. Employees who opt out of health coverage through CalPERS are eligible to re-enroll only as allowed by CalPERS rules.

D. Employees hereby authorize the Court to make a payroll deduction for the payment of the required CalPERS administrative fee based upon the plan selected by the employee.

D. Should CalPERS require a contribution to the Public Employees' Contingency Reserve Fund, employees hereby authorize payroll deductions equivalent to any such contributions required by CalPERS.

F. Pre-Tax Dollar Program

The Court will make available to members of this representation unit a voluntary program of pre-tax dollar contributions as provided in Internal Revenue Code Section 125.

G. Survivor Coverage

Upon the death of an active employee who has dependents covered under a CalPERS health plan through the Court, the Court shall provide coverage under that plan for ten pay periods following the death of the employee for the surviving eligible dependents.

H. The Court will have an annual open enrollment period so that employees may make changes to their health coverage for the following calendar year.

### 9.3 DENTAL PLAN COVERAGE

The Court offers employee dental coverage through the Delta Dental Preferred Option, Preferred Provider Program. This is a "fee-for-service" plan. Enrollees may go to an out-of-network dentist and be reimbursed 80% for basic and preventative services and 50% on major services. Enrollees may use an in-network dentist and be reimbursed at 100% for basic and preventative services and 80% for major services.

The annual open enrollment period will allow for changes in dental plan coverage.

The annual cap under the dental care program is \$1500 per year per enrollee. (For the purposes of this section, *enrollees* are defined as employees or dependents.)

The Court shall pay up to the following monthly amounts on behalf of each employee who is enrolled in Court-sponsored dental coverage, not to exceed the amount of the total premium:

	<u>2013</u>	<u>2014</u>	<u>2015</u>
Employee	\$69	\$72	\$75
Employee + 1	\$109	\$114	\$119
Employee + 2 or more	\$158	\$16	\$172

### 9.4 VISION PLAN COVERAGE

Employees and covered dependents are entitled to an eye examination and lenses every year and frames every two years. There is an annual deductible of \$25.00 per person for these standard vision care services.

For an additional \$25.00 annual deductible, the employee only is entitled to a specialized exam for computer users and basic or occupational lenses designed specifically for computer use.

The Evidence of Coverage for the vision plan is available from the Human Resources Unit or on the Court Internet.

A. The Court agrees to pay the premium for the employee and his or her dependents and to maintain the vision care benefits during the term of this agreement. The Court agrees to pay for any increase in the

premium for employee and dependent coverage for vision care benefits during the term of this agreement.

- B. The employee is responsible to pay for an eligible dependent's premium for vision care benefits. Any dependent who is enrolled in Vision Plan coverage must continue in such coverage for a minimum of one year, unless the employee separates from Court service prior to the end of that year.
- C. The annual open enrollment period will allow for changes in Vision Plan Coverage.

#### 9.5 DISABILITY PLAN COVERAGE

A The Court shall provide Short Term Disability (STD) Insurance for employees with a qualifying disability. The Court shall administer its STD coverage according to the insurance carrier's plan documents. The Court's coverage currently includes the following benefits:

66 2/3% of weekly pre-disability earnings to a maximum benefit of \$2,000 per week. There is a 14-day waiting period and the benefit is available for a period not to exceed six months.

The Court shall pay up to \$0.50 per \$100.00 of gross earnings per employee for Court-sponsored short term disability coverage as listed above.

B. The Court shall provide Long Term Disability (LTD) Insurance for employees with a qualifying disability. The Court shall administer its LTD coverage according to the insurance carrier's plan documents. The Court's coverage currently includes the following benefits:

66 2/3% of monthly earnings to a maximum of \$9,000 per month. The 180 day waiting period can run concurrent with receipt of short term disability payments.

The Court shall pay up to \$0.60 per \$100.00 of gross earnings per employee for Court-sponsored LTD coverage as listed above.

#### 9.6 LIFE INSURANCE.

The Court agrees to maintain and pay the premium for a \$20,000 life insurance plan with AD&D for eligible employees during the term of this agreement. The amount of coverage decreases for employees age 70 and above in accordance with the terms of the plan document.

#### 9.7 PART-TIME EMPLOYEE INSURANCE BENEFITS

The Court agrees to pay for the entire employee coverage for employees who occupy part-time (20-39 hours per week) positions in the same manner as is provided for regular full-time employees for health, dental, vision, life, short term and long term disability insurance benefits.

9.8 CONTINUATION OF INSURANCES DURING LEAVE OF ABSENCE WITHOUT PAY

"Advance payment" means payment must be received by the Court Human Resources Unit or postmarked by 5:00 p.m. on the last working day of the pay period in which the payment is due. If the last day of the pay period is a holiday, payment must be postmarked or received by the Court Human Resources Unit by 5:00 p.m. on the first full working day following the holiday.

- A. Employees granted leave of absence without pay of one full pay period or longer must notify the Court Human Resources Unit and make arrangements for payment of insurance premiums in advance.

The only exception to advance payment is in the case of an emergency beyond the control of the employee. In such cases payment shall be made within thirty (30) days after the leave commence. This exception only applies to payment for life, short term and long term disability, vision and dental insurances.

Should employees and/or their dependents not be covered during a leave of absence without pay of the employee, they will be treated as initial enrollees for dental and vision insurances for purposes of qualification period and benefits, including deductions and co-payments, upon return of the employee to active employment.

- B. When an employee is on a leave of absence without pay for one full pay period or longer for any reason, and is not receiving benefits through the Short Term Disability (STD) Plan or the Long Term Disability (LTD) Plan, coverage under employee insurances (e.g., health, life, dental, vision, short term disability and long term disability) ceases for the employee and any dependents the beginning of the first full pay period of leave of absence without pay except as provided in 1 and 2, immediately below.

1. Family Care or Medical Leave ("FMLA Leave") The Court shall, as required by Federal or State law, make the same contributions for employee insurances for eligible employees on an approved FMLA leave of absence without pay as if the employee were working or on paid leave. The employee shall be responsible for payment in advance of his/her portion of premium contributions for insurances and for any CalPERS

administrative fee during such leave of absence without pay. Failure by the employee to make required payments in advance shall result in the employee and any dependents losing coverage under employee insurances.

Should the period of leave of absence without pay extend beyond the duration of any approved FMLA leave for which the employee is entitled, payments for continued employee insurance coverage shall be as specified elsewhere in this Section 9.8 B.

2. Continuation of Employee Insurance Coverage While Receiving STD or LTD Benefits (other than FMLA leave).

- a. The Court's contribution towards the employee's (but not dependent) dental coverage, vision coverage, life insurance coverage, STD and LTD coverage shall continue during the period a current employee receives benefits through the STD or LTD plan while on a leave of absence without pay. An employee may be required to pay for the Court's contribution towards coverage in advance and be reimbursed by the Court if confirmation is received that he/she is receiving STD or LTD Benefits.

The Court's contribution towards the employee's (but not dependent) coverage under the dental, vision, life, STD and LTD plans while the employee is on a leave of absence without pay during the elimination period for Short Term Disability or Long Term Disability, provided the employee contacts the Court's Human Resources Unit to apply for STD or LTD and provided that, should the employee not receive Short Term or Long Term Disability benefits, the employee must repay to the Court all contributions for insurances during the leave of absence without pay. The Court shall have the right to recover its contributions towards the employee's coverage through attachment of wages, including payoffs upon separation, civil action, or other actions.

- b. The Court shall pay the employee only portion, not to exceed the maximum Court contribution for employee only coverage towards health insurance premium contributions during the period a current employee receives benefits through the STD or LTD plan, while on a leave of absence without pay. An employee may be required to pay the Court's contribution towards



coverage in advance and be reimbursed by the Court if confirmation is received that she/he is receiving STD or LTD benefits.

The Court's contribution towards the employee's (but not dependent) coverage under employee's health plan while the employee is on a leave of absence without pay during the elimination period for Short Term or Long Term Disability, provided the employee contacts Court Human Resources to apply for STD or LTD and provided that, should the employee not receive Short Term or Long Term Disability Benefits, the employee must repay to the Court all contributions during the leave of absence without pay. The Court shall have the right to recover its contributions towards the employee's coverage through attachment of wages, including payoffs upon separation, civil action, or other actions.

Employees must submit payment of the remainder of the health insurance premium contribution during any leave of absence without pay of one full pay period or longer, including any CalPERS administrative fee. To continue coverage during the leave of absence without pay, the employee must notify Court Human Resources in advance of the leave and arrange to make payments to continue coverage of the employee and any eligible dependents. Failure by the employee to pay such contributions in advance shall result in the employee and any dependents losing coverage under the plan.

3. For any other leave of absence without pay of one full pay period or longer, the employee must submit payment of the entire amount of all insurance premiums in advance, plus any CalPERS administrative fee.

#### 9.9 LIABILITY OF EMPLOYEE FOR INELIGIBLE DEPENDENTS

Employees shall be liable for payment for all services received by ineligible dependents and for any contributions made on the dependent's behalf by the Court.

It is the responsibility of each employee to notify the Court Human Resources Unit upon any enrolled dependent(s) becoming ineligible.

#### 9.10 MANDATORY ENROLLMENTS OF EMPLOYEES

All employees must enroll in dental, vision, life short term and long term disability group insurances provided for employees in the General Court Unit. Such employees may enroll eligible dependents under the enrollment and eligibility provisions specified in the plan documents for the group dental and vision insurances. Any enrolled dependents of an employee must be enrolled in the same dental plan as the employee.

The Court shall meet and confer with the Union prior to making any changes in Health, Dental or Vision providers or changes to Dental and Vision summary plan documents during the term of this agreement.

#### 9.11 EMPLOYEE ASSISTANCE PROGRAM

The Court provides an Employee Assistance Program. Further information is available through the Court Human Resources Unit. Currently the provider is Managed Health Network. The phone number for assistance is 800-242-6220. Should the provider change during the course of this contract, new contact information will be distributed to all employees by Court Human Resources.

### **ARTICLE 10** **MEAL PERIODS, REST PERIODS, CLEAN-UP TIME**

#### 10.1 MEAL PERIOD

All full-time employees shall be granted a meal period not less than thirty (30) minutes, scheduled at approximately the mid-point of the work period. Employees required to be at workstations for eight (8) or more consecutive work hours shall have their meal period during work hours.

#### 10.2 REST PERIODS

All employees shall be granted a rest period at or about the midpoint of each half-shift prior to and following the lunch break. The divisions may make reasonable rules concerning the rest period scheduling.

### **ARTICLE 11** **HOURS OF WORK AND OVERTIME**

#### 11.1 BASIC WORK WEEK

For non-exempt employees the basic workweek shall consist of 40 hours, eight hours a day, five days a week. Employees in the General Court Unit are all non-exempt, as defined in the FLSA. All employees shall be at work, ready to work, promptly at the start of their assigned shift and immediately at the end of their assigned meal and break times, unless they have received other instructions from their supervisor.

#### 11.2 TIMEKEEPING POLICIES

All non-exempt Court employees shall be required to submit a time sheet that accurately reflects the employees' hours worked.

Time will be entered by the employee and approved by the supervisor in a timely manner so that all employees shall be paid on time and correctly. Payroll records will be handled and retained by the payroll unit in accordance with Court policy and applicable state and federal law.

#### 11.3 SCHEDULED HOURS

The authorized hours of a budgeted position constitute the normally scheduled hours of work for an employee in that position (e.g., 80 hours in a pay period are the normal schedule or work hours for an employee in a full-time position, and 40 hours in a pay-period are the normal schedule of work hours for an employee in a half-time position). However, "normal" work hours shall not be construed to mean a guarantee of hours of work. Scheduled hours of work for an employee may be less than those authorized for the position occupied by that employee because of decreased workload, weather, closure of facilities, and other short-term conditions.

The scheduled hours of work for any employee may be reduced on a continuing basis: (1) by mutual agreement between the employee and the Court Executive Officer; or (2) by the Court Executive Officer in accordance with layoff provisions. If an employee's scheduled work hours are reduced on a continuing basis, the authorized hours of the position should be reduced accordingly to avoid a negative impact on the employee.

Part-time Employees: Authorized hours worked by non-exempt employees in a budgeted, part-time position in excess of the scheduled hours of work of the position shall be compensated in cash at the employees' base hourly rate up to the maximum non-overtime hours in the work period applicable to the employee. Such "straight time overtime" hours shall not be a factor or credit for purposes of step advancement or seniority accrual. Such employees may, under authorization and eligibility requirements set forth for each type of leave, use hours of paid leave up to the number of scheduled hours of work for the position in the pay period.

#### 11.4 OVERTIME

Overtime is any authorized time worked in excess of 40 hours per week, in a seven consecutive day (i.e., 168 consecutive hours) work period. For purposes of overtime, "work period" means seven consecutive days, commencing Friday at midnight (12:01 a.m. Saturday) and ending the next Friday at midnight (12:00 a.m.), unless a different seven consecutive day (168 consecutive hour) period has been approved by the Court Executive Officer.

Employees shall receive payment for all overtime worked in the amount of one and one-half times their FLSA "regular" hourly rate.

#### 11.5 AUTHORIZATION

Employees cannot work overtime without the advance approval of the CEO or his/her designated agents. Advance approval may include written instructions from the CEO for standard situations, and such instructions may be changed by the CEO from time to time.

#### 11.6 COMPUTATION

Except for holidays, paid leave for participation in Court examinations or selection interviews, and Required Court Service, paid time off from work shall not count as time worked for purposes of overtime.

Employees shall receive payment for all overtime worked in the amount of one and one-half times their regular rate of pay as defined in the Fair Labor Standards Act except as provided immediately below.

Upon the approval of the CEO or his/her designee, employees may receive compensatory time for overtime worked in lieu of overtime pay. Compensatory time shall be compensated at the rate of one and one-half hours of compensatory time for each hour of overtime worked in lieu of compensation in cash. However, overtime shall be compensated in cash whenever and to the extent that overtime would result in a compensatory time balance to the credit of an employee in excess of 80 hours. (80 hours of compensatory time represents 53.3 hours of overtime work.)

Regardless of whether overtime is compensated in cash or compensatory time, any differentials/premium pay applicable in the work period when the overtime is worked shall be shown on the time card for that period, and shall not be shown on the time card when any resultant compensatory time is taken off.

#### 11.7 COMPENSATORY TIME

If an employee makes a request in writing and gives reasonable advance notice (i.e., at least two weeks in advance) to use compensatory time earned as time off and said time off request does not unduly disrupt the operation of the department, the CEO or designee shall grant the request.

The Court cannot require employees to take compensatory time off for the purpose of avoiding overtime pay.

#### 11.8 DISTRIBUTION OF OVERTIME

The distribution of overtime shall not be arbitrary or capricious. Overtime work shall be distributed among workers in the same classification series and applicable work unit as equally as practical. Whenever practical, the principle of seniority shall be applied in the offering of overtime.

When a legitimate reason for declining overtime is presented to management, a reasonable effort will be made to accommodate the employee.

### **ARTICLE 12** **DIFFERENTIALS**

#### 12.1 APPLICATION

Differentials shall be paid to eligible employees on all time in a paid status. Differentials shall be paid at one and one-half the specified rate for overtime hours worked.

#### 12.2 SHIFT DIFFERENTIAL

- A. Swing Shift. Employees who work eight consecutive hours or more which includes at least four hours of work between the hours of 5:00 p.m. and 12:00 a.m. as a regular work assignment shall be paid a rate of \$.55/hour above their hourly pay rate for a swing shift differential.
- B. Corridor Application. The predominant number of hours scheduled in a shift determines whether the swing shift differential is paid and the entire shift is to be paid at the swing shift differential. If equal hours are worked in each of the shift periods then the swing shift differential will be paid. If a split shift is worked where an individual works four hours and then is off for a period of time and then returns to complete

the four hours, then the criteria of eight consecutive hours has not been met and there is no eligibility for the differential.

### 12.3 BILINGUAL PAY DIFFERENTIAL

- A. The Court shall provide \$0.75 per hour above the base hourly rate where: the position is designated as requiring bilingual skills at Level One and the employee is certified as qualified at Level One, by the CEO or designee.

The Court shall provide \$0.95 per hour above the base hourly rate where: the position is designated as requiring bilingual skills at Level Two and the employee is certified as qualified at Level Two by the CEO or designee.

"Level One" is the ability to converse in the second language(s) and to read English and translate orally into the second language(s). "Level Two" is the ability to converse in the second language(s); to read English and translate orally into the second language(s); read the second language(s) and translate orally into English; and to write in the second language(s).

- B. Bilingual pay shall be initiated at the beginning of the pay period after the criteria outlined herein are met.
- C. The Court shall periodically review positions covered by these provisions to determine the number, location, language and/or level of bilingual skill required of positions to be designated as requiring bilingual skills. The Court may require retesting of employees for the purpose for certifying that employees possess the necessary skill level. The Court will provide thirty (30) days written notice when it determines that a position shall be no longer designated as "bilingual" and the differential associated with the position is deemed unnecessary.
- D. Bilingual pay shall be removed when the criteria as outlined herein cease to be met.
- E. This provision shall not be available to employees in the class of Court Interpreter Coordinator.

### 12.4 LONGEVITY DIFFERENTIAL

Employees who have completed 52,000 hours (equivalent to approximately 25 years of full-time employment) shall be paid a Longevity Differential of 3.0% of their base hourly rate.

### **ARTICLE 13** **REIMBURSEMENT PROVISIONS**

#### **13.1 AUTOMOBILE MILEAGE REIMBURSEMENT**

In accordance with AOC Financial Policy #8.03 and statutory requirements, employees who are required to use their personal vehicles for Court business shall be reimbursed at the AOC established mileage rate. Adjustments to the Court rate, if any, shall be adopted pursuant to changes in the AOC established rate.

#### **13.2 REIMBURSEMENT FOR PROPERTY DAMAGE**

In the event that an employee, required by the Court Executive Officer to use a private automobile on Court business, should incur property damage in connection with a vehicle accident, and the employee is unable to recover the costs of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the Court in the sum not exceeding \$150.00 provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage.

#### **13.3 REIMBURSEMENT FOR TUITION, LICENSES OR CERTIFICATES**

A. For the term of this agreement, the Court will provide \$5,000 for funding for employees in the General Court Unit for:

- (1) the existing Tuition Reimbursement Program;
- (2) for reimbursement for job-related but not required licenses and/or certificates; and
- (3) for reimbursement for professional association dues for professional associations for which dues are inseparable from certification and/or licensure.

Employees shall not be reimbursed under both this provision and the provisions of Article 13.3.B or 13.3.C.

B. Employees shall be reimbursed for the cost of licenses or certificates required to perform their duties under the following conditions:

1. Licenses and certificates covered must be required by Federal, State law or Court Personnel Policies or by class specifications, or by Judicial Council requirements. Fees for California drivers' licenses shall not be reimbursed under these provisions.
2. Maximum reimbursement per employee shall be \$600 per calendar year. Claims for reimbursement must be submitted within the fiscal year that they are paid by the employee provided however that claims paid in June may be submitted in July.

C. No reimbursement shall be made for fees of less than \$5.

#### 13.4 MEAL ALLOWANCE IN DECLARED EMERGENCY

The Court Executive Officer may approve, after the fact, meal allowance payments for in-County meals under emergency conditions if the request is submitted within ten working days. Approval of the Court Executive Officer or his/her designee must accompany the claim.

Meal allowance payments shall be in the amount of the maximum rate and under the terms specified in the Court Administrative Policies.

### **ARTICLE 14** **PAID LEAVE**

#### 14.1 HOLIDAYS

A. Holidays Specified

The following are holidays which apply for eligible General Court Unit employees:

1. January 1 - New Year's Day
2. The third Monday in January known as Martin Luther King Jr. Day
3. The third Monday in February known as Presidents Day
4. March 31 known as Cesar Chavez Day
5. The last Monday in May known as Memorial Day
6. July 4 - Independence Day
7. The first Monday in September known as Labor Day
8. The second Monday in October known as Columbus Day
9. November 11 known as Veterans Day
10. The Thursday in November appointed as Thanksgiving Day



11. The Friday in November - the day after Thanksgiving Day
12. Half day on December 24 - Christmas Eve
13. December 25 - Christmas

If January 1, March 31, July 4, November 11, or December 25 fall upon a Sunday, the Monday following is a Court holiday; and if any of said dates fall upon a Saturday, the preceding Friday is a Court holiday. Should December 25 fall on a Saturday, the preceding Friday is a Court holiday and the half-day on December 24 will be treated as a Court holiday for a half-day on the preceding Thursday. Should December 25 fall on a Sunday or Monday, the half-day on December 24 will be treated as a Court holiday for a half-day on the preceding Friday.

B. General Provisions

1. Compensation

- a. When a holiday falls on an employee's regular workday, the employee shall be paid at the regular hourly pay rate for his/her normal schedule of hours of work in the form of holiday leave.
- b. When a holiday falls on a day other than the employee's regularly scheduled work day, the employee shall be paid for the holiday at his/her regular hourly pay rate for his/her normal schedule of hours of work in the form of holiday leave; or, the employee may be allowed to take an equal amount of time off work on a work day in the same work week as holiday leave in lieu of the holiday.
- c. Holiday compensation shall be provided only for hours which are proportionate to the employee's work schedule for a full-time employee's position (e.g., if an employee working in a 40-hour-a-week or full-time position is working a reduced work schedule of 32 hours per week, then they would receive 6.4 hours of holiday leave.)

2. Non-Standard Work Schedule

Employees whose full-time weekly work schedule is different from a standard full-time work schedule (i.e., ten(10) hours a day, four (4) days a week) shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays.

3. Qualifications for Pay

In order to qualify for holiday compensation, the employee is required to work or be in a paid status (e.g., annual leave) on his/her last scheduled work day prior to the holiday and his/her first scheduled work day following the holiday.

4. During Paid Leave

A holiday falling within a period of leave with pay shall not constitute a day of paid leave.

5. Holiday Compensation - Part-Time Employees

Employees in part-time positions shall receive holiday compensation as follows:

- a. Holiday compensation shall be provided only for hours which are proportionate to those budgeted for the part-time employee's position (e.g., an employee working in a 20-hour-a-week or half-time position would receive four (4) hours of holiday compensation for a holiday occurring during the work week).
- b. Holidays that occur on a day other than the part-time employee's regularly scheduled work day shall be compensated either by pay at straight time or allowing the part-time employee to take time off in the same pay period for the hours which are proportionate to the part-time position.
- c. In order to qualify for holiday compensation, the part-time employee is required to work or be in a paid status (e.g., annual leave) on his/ her last scheduled workday prior to the holiday and his/her first scheduled work day following the holiday.

C. Floating Holiday

The previously observed Lincoln's Birthday holiday will be replaced with an equivalent amount of personal leave hours (8 hours for full-time employees). As a result, employees shall work on the day designated for observation of the Lincoln Birthday holiday.

Personal leave credit will be applied during the pay period in which the Lincoln Birthday holiday falls and will be available for use on the first day of the following pay period.

Personal leave hours should be used during the calendar year in which they are credited and shall not accumulate above a maximum of 16 hours for full-time employees (prorated for part-time employees) at any one time.

Part-time employees shall receive a prorated amount based upon the budgeted number of hours for the position (e.g. an employee working in a 20-hour-per-week position; will receive 4 hours of personal leave).

Requests for personal leave will be considered in accordance with the annual leave request policy and procedure.

#### 14.2 ANNUAL LEAVE

Annual Leave is intended for each employee to use in the event of either a planned or unplanned absence (i.e., vacation, appointments, illness, and/or other). It is the employee's responsibility to manage his or her accrual levels.

##### A. Eligibility

Annual leave benefits shall be provided to those employees in classes assigned to the General Court Unit. Such annual leave benefits shall be provided in accordance with the following:

##### 1. Full-time Employees

Each employee in a full-time position shall be eligible to receive annual leave after the completion of 1040 hours of service from date of original appointment to a budgeted position.

Annual leave shall accrue during an employee's first 1040 hours; however, Annual Leave may not be used by the employee until they have completed 1040 hours. Employees who separate from employment prior to completing 1040 hours, shall be paid out for their accrued Annual Leave following their separation.

##### 2. Part-time Employees

Each employee in a part-time position shall be eligible to receive annual leave after completing hours of service equivalent to six months; provided, however, that the six months of service shall be determined by multiplying the authorized weekly number of hours for the position by 26.

Annual leave shall accrue during an employee's period of work equivalent to six months; however, Annual Leave shall not be used by the employee until they have completed the hours equivalent to six months of work. Employees who do not complete 1040 hours and who separate from employment, shall be paid out for their accrued Annual Leave following their separation.

3. Provisional Employees on Original Appointment

If a provisional employee is given a probationary appointment without a break in service, the employee shall be granted credit for hours of service as a provisional employee for purposes of eligibility for annual leave.

4. Reappointed Employees

Employees reappointed within a period of 36 months following layoff or resignation shall retain prior hours of service for purposes of annual leave eligibility and accrual rate.

5. Hours of Service Defined

For the purposes of this section 14.2 hours of service shall include all hours in paid status for the County of Santa Cruz before January 1, 2001 for those employees who transitioned from County to Court employment pursuant to the Trial Court Employment Protection and Governance Act (SB 2140), and all hours in paid status for the Court after December 31, 2000.

B. Annual Leave Accrual

1. Eligible full-time employees shall be credited with approximately 88 hours of annual leave upon completion of 1040 hours of service.
2. Eligible part-time employees shall be credited with annual leave on a prorated basis proportionate to the authorized hours of their positions, upon completion of the required hours of service under subsection 14.2 A 2 of this section.

3. Thereafter, each eligible part-time and full-time employee shall accumulate annual leave for each subsequent completed hour of service:

1040-10,400 hours of service (approximately 6 months through 4 years); .0846 hours per hour of service (approximately 22 days per year of service).

10,401-20,800 hours of service (approximately 5 through 9 years); .1038 hours per hour of service (approximately 27 days per year of service).

20,801-31,200 hours of service (approximately 10 through 14 years); .1231 hours per hour of service (approximately 32 days per year of service).

31,201 hours of service and over (approximately 15 years and over); .1423 hours per hour of service (approximately 37 days per year of service).

C. Conditions and Limitations on Use

1. Employee Illness

Annual leave with pay can be used in the case of a bona fide illness or incapacity of the employee or to obtain medical consultation to preserve his/her health. The CEO or his/her designee may require evidence in the form of a physician's certificate of the adequacy of the reason for any absence due to illness or incapacity of the employee for the following reasons:

- (1) when the absence exceeds three (3) working days, or
- (2) when the employee has a history of excessive absence,  
or
- (3) when the absence is without pay, or
- (4) when there is more than twenty (20) percent of the workforce out on a specific day due to illness or incapacity.

Any employee who is a member of a bona fide religion, body or sect which has historically held objections to medical science and practices may appeal the requirement to the CEO. Employees shall be given reasonable written advance notice of any requirements to provide medical verification.

2. Care of Immediate Family Member

Employees shall be granted permission to use accrued annual leave to attend to the illness or injury of a child, parent or spouse of the employee. All conditions and restrictions placed by the employer upon the use by an employee of annual leave as sick leave also shall apply to the use by an employee of such leave to attend to any illness or injury of his or her child, parent or spouse. As used in this paragraph: "child" means a biological, foster or adopted child, a stepchild, a legal ward, or a child of a domestic partner or person standing in loco parentis; "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

3. Time for Annual Leave

The scheduling of annual leave shall be determined by the CEO or his/her designee after mutual consideration of employee convenience and administrative requirements.

An employee's supervisor will respond in writing to written requests for Short Notice Annual Leave within fourteen (14) calendar days of receipt of the written request. If a request is denied, the supervisor will state the specific administrative requirements for the denial.

It is understood that the criteria used by the Court to prioritize annual leave requests may vary by function, specialty, occupational area, skill and/or organizational unit. The Court will provide employees in this representation unit with written criteria by which the Court prioritizes annual leave requests. The scheduling of annual leave requests shall not be capricious or arbitrary.

4. Maximum Accrual

Annual leave credit may only be accumulated to a limit of two and one-half (2 1/2) times the number of annual leave hours being earned.

5. Increments

The CEO or his/her designee may allow employees to take annual leave time off in increments as small as .10 hours.

6. No Loss of Credits

The CEO or his/her designee shall not cause an employee to lose earned annual leave credits.

7. Donations to Voluntary Time Bank

All employees covered by this agreement may voluntarily participate in the Court voluntary time bank program. It is understood that participation in this program is voluntary. Upon request by either party, the Court and the Union shall meet and confer regarding the specifics of the Court's voluntary time bank policy.

8. No Duplication with Workers' Compensation

Accrued annual leave may be prorated to add to Workers' Compensation temporary disability benefits in order to provide a compensation level equal to the employee's normal pay.

9. Annual Leave Cash Out

Employees may request cash out of up to 80 hours of Annual Leave credit May 1<sup>st</sup> of each year. Requests will be reviewed by the CEO and approved subject to the availability of Court funds. Employees must have a minimum balance of 160 Annual Leave credits at the time of the request. Cash out payments will be made during the second pay period in May.

D. Annual Leave Payoff Upon Separation

Employees shall have the option of being paid the monetary value of any earned annual leave to their credit or being granted a paid leave of absence until such annual leave is exhausted, at the time they separate from Court service. Paid leaves of absence granted under this paragraph shall not exceed ninety (90) days. Employees granted a paid leave under this paragraph shall be paid the monetary value of any annual leave remaining to their credit at the expiration of the leave of absence. If the position of an employee granted a paid leave of absence under this paragraph is filled at any time during the leave of absence, the Court may cancel the remainder of the leave of absence and pay the monetary value of any remaining earned annual leave. Payoff of unused annual leave upon separation eliminates all earned annual leave accrued to employees.

14.3 OTHER LEAVE WITH PAY

A. Required Court Service

1. During Working Hours: All employees shall be granted leave with pay from their work for such time as they may be required to serve in a court of law;
  - a. as jurors; or
  - b. as witnesses on behalf of the Court, unless such service is part of the employee's work assignment; or
  - c. as witnesses as required by subpoena based on their occupational expertise as employees of the Court, unless such service is part of the employee's work assignment.
2. Accumulation of credits for other paid leave shall continue in the same manner as would have been the case had the employees actually been at work in their Court positions during the period of required court attendance, or the period of time taken off as provided in 3 and 4 below.
3. Any employee assigned to swing shift, for the hours of required court service, in accordance with 1, above, shall not be compensated for the period of required court service but shall receive equal time off as leave with pay during the same or next work period and such leave with pay shall not be considered time worked for purposes of overtime.
4. Employees required to serve in a court of law in accordance with 1, above, on their day off shall not be compensated for the period of required court service but shall receive equal time off as leave with pay during the same or next work period and such leave with pay shall not be considered time worked for purposes of overtime
5. No deductions shall be made from the pay of employees while on jury duty. Pursuant to section 215 of the Code of Civil Procedure, there will be no juror pay for governmental employees.

B. Court Examinations/Interviews

Employees shall be granted leave with pay from their work for a reasonable period of time to participate as candidates in examinations



or selection interviews for promotional opportunities and lateral transfer interviews per calendar year with the Court, provided they request such leave in advance.

C. Donation of Blood

All employees may be granted leave with pay from their work for two hours at the time of donating and for the purpose of donating blood.

D. Natural Disaster

In the event of a natural disaster or equivalent event for which the CEO or Presiding Judge deems it necessary to temporarily close a Court facility the CEO shall authorize pay for time not worked by employees in this unit subject to the limitations of this section. Employees ordered to leave work or ordered not to report to work, shall receive "other leave with pay" as follows:

First Eight Hours - 1 hour for each scheduled hour missed

Second Eight Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by annual leave.

Third Eight Hours - 1/2 hour for each scheduled work hour missed which may be supplemented by annual leave

Additional Hours - No compensation, except employee may use paid time off (i.e., annual leave, any compensatory time balance remaining).

E. Assault Leave

When an employee sustains a physical injury in the course of employment as a result of physical contact with another person which requires medical attention, and providing the injury is reported immediately to the employee's supervisor, she/he shall receive his/her hourly pay rate for regularly scheduled work hours each working day when disabled during the three day waiting period provided by the California Workers' Compensation Act.

F. Bereavement Leave

Employees shall be granted bereavement leave with pay by the CEO or his/her designee in the case of the death of the following family members:

(1) the parents of the employee,

- (2) the employee's spouse/domestic partner,
- (3) the parent's of the employee's spouse/ domestic partner,
- (4) the step-parents of the employee and/or employee's spouse/domestic partner,
- (5) the grandparents of the employee, and/or employee's spouse/domestic partner, and
- (6) the brother and/or sister of the spouse/domestic partner of the employee.
- (7) Also included are the sister and brother of the employee; children, grandchildren, stepchildren and adopted children of the employee and or spouse/domestic partner.

Family members listed above pertaining to the employee's domestic partner are recognized by the Court after submission of an Affidavit of Domestic Partnership as approved by the California Secretary of State's Office.

Such leave shall be limited to three (3) days per occurrence within California or five (5) days per occurrence for death occurring outside of California.

G. Mandatory Leave with Pay

The Court may require that an employee be absent from work with pay when necessary for the protection or well being of the employee, fellow employees or the public, provided that such leave with pay shall not continue for more than five working days without the consent of both the Presiding Judge and the Court Executive Officer.

**ARTICLE 15**  
**LEAVES OF ABSENCE WITHOUT PAY**

15.1 GENERAL PROVISIONS

The granting of any leave of absence without pay shall be based on the presumption that the employee intends to return to work upon the expiration of the leave and with the understanding that the primary purpose of the leave of absence without pay is not to seek or accept other employment (except as provided in Article 3.7 of this Memorandum of Understanding). The decision to grant or deny an employee's request for a leave of absence without pay shall not be capricious or arbitrary.

15.2 LEAVE OF ABSENCE WITHOUT PAY

A leave of absence (LOA) is a period of absence from one's job while still maintaining the status of employee. A LOA differs from the use of

regular annual leave in relation to the duration of leave, compensation & benefits, and the requirement to obtain approval for such a request. A LOA is considered an exceptional circumstance, rather than a benefit of employment.

A. Eligibility

1. Regular Employees

An employee who has regular status in their present class may be granted leave of absence without pay by the CEO or his/her designee for the purpose of: (1) improving the educational advancement or training of the employee for their position or career in Court service, (2) in cases of extended illness for which sick leave is not available, (3) in the event of urgent personal affairs that require the full attention of the employee, (4) or for maternity, paternity or adoption leave.

2. Probationary or Provisional Employees on Original Appointment

Employees on an original appointment with probationary or provisional status may be granted a leave without pay by the CEO in the case of illness or where it is clearly in the best interest of the Court and requires the full attention of the employee, or as may be required under Federal or State Family Leave Acts.

The maximum period of leave of absence without pay is one (1) year.

15.3 RIGHT OF RETURN

A. Regular Employees

The granting of leave of absence without pay to an employee who has regular status in their present class guarantees the right of their return to a position in the same class in the Court at its expiration, or at an earlier date after mutual consideration of the employee's request and the administrative requirements.

B. Probationary and Provisional Employees on Original Appointment

The granting of a leave of absence without pay to an employee on an original appointment with probationary or provisional status does not guarantee the right of return, except as may be required under Federal and State Family Leave Acts.

#### 15.4 FAILURE TO RETURN

Any employee who fails to return upon the expiration of any leave of absence without pay shall be regarded as having automatically resigned. Such resignation shall be rescinded by the CEO if the employee can show that it was impossible to contact the Court, provided the employee contacts the Court at the first opportunity.

#### 15.5 EFFECT OF LEAVE OF ABSENCE WITHOUT PAY ON SERVICE HOURS

Leave of absence without pay shall be excluded from hours of service for purposes of step advancement, probationary period, and Court service, except as may be required by Workers' Compensation provisions. (Those hours of a leave which exceed 152 working hours shall be excluded for purposes of determining seniority credit.)

#### 15.6 PREGNANCY LEAVE

It is the policy of the Court that female employees be provided:

- (1) six weeks of medical leave on account of normal pregnancy, childbirth or related condition.

Should the period of disability leave on account of normal pregnancy begin prior to the date of delivery, employees are to be provided a maximum of six weeks of disability leave from the date of delivery, provided that there is a physician's certification of the employee's medical disability for that period.

- (2) up to four months of disability leave on account of complications which result in the disability of the affected employee, as supported by a physician's certification of the employee's medical disability for that period.

Additional disability leave on account of complications which result in the disability of the affected employee, as supported by a physician's certification of disability for the period of leave, may be granted at the discretion of the appointing authority.

Disability leave requires a physician's statement that the employee is unable to perform the essential duties of her position under the current medical condition and continues only for the period of continued physician's certification of the employee's medical disability. The CEO or his/her designee reserves the right to request a physician's certification of disability at any point during the leave. In cases of

pregnancy and related medical conditions, the statement from the employee's physician should indicate the estimated date of delivery, whether the pregnancy is normal or not, and if it is not, a statement of prognosis.

It is the responsibility of the employee to request leaves in advance in accordance with Court Personnel Policies. It is the employee's responsibility to ensure that the necessary physician's certification is provided.

15.7 PARENTAL LEAVE (For employees who are NOT eligible for leave under Federal and State Family Leave Acts.)

Parental leave associated with maternity or adoption for those who are not eligible for leave under Federal and State Family Leave Acts may be granted at the discretion of the Court. A reasonable period of personal leave connected with maternity or adoption is two months.

- A. For pregnancy/childbirth, this two month period would include any requested time off which does not meet the medical disability requirements stated above (including any time taken off prior to birth when the pregnant employee is not disabled, as well as time taken off by the employee after the disability period).
- B. For the father of a newborn child or for the parent(s) of a newly adopted child, this two-month period includes any time taken off from the date of birth or adoption.

Additional parental leave related to maternity or adoption may be granted at the discretion of the CEO or his/her designee.

The Court may require documentation to support a request for personal leave for paternal reasons.

15.8 PERSONAL LEAVE

An unpaid personal leave of absence may be available for personal reasons other than those reasons qualifying as medical leave, pregnancy disability leave, or FMLA leave where there is a need for an employee to be off work for an extended period of time. Requests for partial leave (intermittent or reduced schedule) for personal reasons also will be considered. Approval of such leaves will be based on a combination of factors, including the reason for the request, the length of requested leave, the court's needs, and the employee's performance/length of service with the court, and level of responsibility. Personal leaves will be granted or denied at the court's

discretion, which shall not be arbitrary or capricious. Personal leaves will not exceed 12 months.

A. Benefits

Personal leaves are without employer-paid benefits. Employees may elect to continue group health coverage in accordance with the law.

B. Use of Accrued Paid Leave

All available accrued leave time must be used prior to a period of personal leave. Personal leaves are unpaid.

15.9 CONTINUATION OF INSURANCE BENEFITS DURING LEAVE WITHOUT PAY

To assure continuation of insurance benefits, employees must contact the Human Resources Unit when granted a leave of absence without pay in excess of one pay period. (See Article 9.8)

15.10 LIMITATIONS ON USE

- A. Employees must use all accumulated compensatory time off prior to the effective date of any leave of absence without pay.
- B. Specific beginning and ending dates must be identified for any leave without pay.
- C. Paid leave shall not be used, received or earned for any period of leave of absence without pay, except as provided for in the Court Time Bank Policy.

**ARTICLE 16**  
**EMPLOYEE PARKING/BUS PASSES**

So long as the Court continues to fund the bus pass program, the Court shall provide free bus passes for employees working at the Santa Cruz County Government Center at 701 Ocean Street; these passes are paid for from permit fees for parking in this area that are administered and collected by the County of Santa Cruz. Should the County or the Court begin charging for employee parking in work locations other than the County Government Center area, the Court shall make free bus passes available to employees in such work locations.

The parties recognize that the Court is not responsible for the administration of the County parking area at any of its locations and therefore cannot be held responsible for changes that are made by the administering agency.

The Court agrees to meet and confer on the impact of policy changes adopted by the County Board of Supervisors regarding employee parking, including increases in the rates of parking.

If Court participation in the County Van Pool is discontinued, the Court agrees to meet and confer on the specifics of a replacement ride share program

## **ARTICLE 17** **EMPLOYEE RIGHTS**

### **17.1 ADVERSE ACTION**

No adverse action of any kind shall be taken against any employee based upon material and/or documentation of which the employee has not been informed. A copy of any material and/or documentation used by the department as a basis for substantiating the action shall be provided to the employee. "Adverse action" is defined as a dismissal, demotion, suspension, written reprimand, or transfer for purposes of punishment.

### **17.2 PERSONNEL FILES**

The personnel file of each employee shall be maintained in the Court Human Resources Unit. Written material or drafts of written materials to be placed in an employee's file shall bear the employee's signature or verification that the employee received a copy.

Employees shall be provided with copies of any written personnel related material except routine clerical transactions. The employee or his/her designated representative shall be given a reasonable period of time during normal working hours, and without loss of pay, to prepare a written response to such material. The written response shall be placed in the employee's personnel file.

An employee and/or his/her designated representative shall have the right at any reasonable time without loss of pay to examine and/or obtain a copy of any material from the employee's personnel file in accordance with administrative procedures with the exception of material that was obtained prior to the appointment of the employee involved.

All personnel files shall be kept in confidence and shall be available for inspection by only the named employee, his/her designated representative, the Court Human Resources Unit in the performance of duty, and the supervisor/ administrator with the specific responsibility to know its contents. Employees may designate a representative who, upon

authorization of the employee, shall have access to that employee's personnel file for the purpose of assisting or advocating the rights of such employee.

Any person reviewing an employee's file shall be noted and dated in the employee's file at the time of the review.

### 17.3 ACCESS TO PERSONNEL POLICIES

Employees shall be provided a copy of Court Personnel Policies.

### 17.4 EVALUATION

#### A. General Provisions

Each employee is expected to conduct him or herself in a manner that is consistent with Court policy and Codes of Ethics. Failure to comply with each Court policy or Codes of Ethics may result in discipline or discharge in accordance with Article 18 of this MOU.

#### B. Performance Evaluations

Each employee's supervisor is responsible for evaluating the employee's performance. Failure of the supervisor to present the employee with an evaluation within 30 calendar days of the due date unless extension is mutually agreed upon shall result in a satisfactory evaluation of the employee as of the due date. No extension will be granted beyond 90 days. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator(s). Any negative evaluation shall have attached documentation and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.

Only one (1) original and two (2) copies of an employee evaluation shall be made. The employee shall receive one copy, and the original shall be forwarded to the Court Human Resources Unit for inclusion in the employee's personnel file. The employee's supervisor may retain a copy of the most recent evaluation provided such evaluation is maintained in confidence.

#### C. Performance Review

The Court shall review employee performance periodically and encourage communication between employees and supervisory



personnel concerning the performance of employees in the accomplishment of their assigned duties and responsibilities, the establishment of specific work-related goals and objectives, and the preparation of individual plans to further each employee's professional development.

D. Evaluation Methods and Reports

All regular employees shall be evaluated periodically on the basis of their individual performance. The evaluation shall address the quality and quantity of work performed, the conduct and work habits of the employee, and other relevant factors. The evaluation will be in writing and will include a statement notifying the employee of: (1) the right of the employee, or his/her designated representative, to a reasonable period of time during normal working hours, without loss of pay or benefits, to prepare a written response to the evaluation, which response will be placed in the employee's personnel file; (2) the employee's right to appeal the evaluation following the procedure described in 17.4.H below; and (3) the employee's right to designate a representative to assist in the appeal of the evaluation.

E. Rating Period

Employees shall be evaluated on the following basis:

(1) Six-Month Probation

Employees in the General Court Unit shall serve a six month probationary period and shall be evaluated at two and six months during their probationary period.

(2) Regular Employees

Regular employees shall be evaluated once each year.

F. Special Evaluations

Regular employees may be placed on a special two-month evaluation schedule when performance problems exist. Regular employees receiving an annual performance evaluation with an overall rating of "needs improvement" will be placed on a special two-month evaluation. The special evaluation will continue at two-month intervals until the employee has attained an overall performance rating of "meets standards," or is subject to discipline, up to and including dismissal. Once the employee attains an overall performance rating of "meets

standards," he/she will be removed from special evaluation treatment. The maximum time period that an employee can remain on continuous special evaluation is six months.

The employee's exclusive bargaining representative shall be notified in all cases when an employee is to be placed on special evaluation. Such notification shall consist of a copy of a memo to the employee which includes: a statement of the special performance problems leading to the special evaluation; the date that the performance problems were discussed with the employee; the type of performance improvement that is necessary; and the date that the special evaluation period is to begin. Should other performance issues arise during the special evaluation period, such issues may be addressed through other means.

G.. Discussion Between Employee and Evaluator

No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and his/her evaluator.

H. Below Standards Evaluations

Any evaluation that is below "meets standards" shall include recommendations for improvement and provisions for assisting the employee in implementing any recommendations made.

I. Employee Response to Evaluations

An employee may designate a representative for the purpose of assisting or advocating the right of the employee pursuant to an appeal of an evaluation. The employee, and/or his/her designated representative, will be given a reasonable period of time during normal working hours, without loss of pay or benefits, to prepare a written response to the evaluation that will be included in his/her personnel file.

J. Use of Evaluation Results

The results of performance evaluations will be used as follows:

An employee who receives a rating of "meets standards" or higher will be authorized to advance to the next step in the salary range for his/her position, if a higher step exists.

In the event of alleged or actual misconduct by an employee, the employee's general record of service, as reflected in his/her

performance evaluations, will be taken into account, in addition to the immediate and specific charges, in determining the level of disciplinary action to be proposed or imposed against the employee.

Evaluations shall not be used as discipline.

#### K. Appeal of an Evaluation

Upon presentation of the employee performance evaluation, the employee and/or his/her representative should discuss it with the supervisor, including any rating or comments with which he/she disagrees. If still not satisfied, in addition to signing the evaluation, the employee should place an "X" in the space provided by his/her signature to indicate he/she wishes to discuss the report with the reviewing officer. The reviewing officer is the next in line of supervision of the employee. The employee shall be given a copy of his/her performance evaluation at that time. The supervisor shall then notify the reviewing officer and the employee's designated representative that the employee has requested a meeting.

The reviewing officer shall discuss the evaluation with the employee and/or his/her representative within fourteen (14) calendar days after the employee received his/her copy of the performance evaluation report.

If an employee wishes further consideration beyond the review by the reviewing officer (or if the reviewing officer fails to respond within the period specified above), the employee or his/her representative, within seven (7) calendar days following the meeting with the reviewing officer, shall prepare a written request as follows to the Court Executive Officer (or to the Presiding Judge if the Court Executive Officer was the reviewing officer):

1. Identifies the report by stating the date of the report, the name of the rater, and the date the report was received;
2. Specifies the ratings or comments which he/she believes are incorrect;
3. States the rating or comments he/she believes should be made on the report;
4. Gives facts substantiating each change requested; and
5. Keeps a copy of his/her written request and sends the original to the Court Executive Officer or presiding judge, as appropriate.

Upon receiving this request, the Court Executive Officer or Presiding Judge has fourteen (14) calendar days to either sustain or change the report of performance and notify the employee and the employee's designated representative of his/her decision in writing. In case of a change in the report, a copy shall be included with the decision.

The decision and action of the Court Executive Officer or Presiding Judge shall be final and binding. Time limits may be extended at any stage of the appeal process by mutual agreement.

#### 17.5 DEFENSE AND INDEMNIFICATION

The Court shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the Court in accordance with and subject to, the provisions of California Government Code Sections 825 et seq., 995 et seq., and 996 et seq.

### **ARTICLE 18** **DISCIPLINE AND DISCHARGE PROCEDURES**

Exclusions to this article: Probationary employees have no rights to progressive discipline.

#### 18.1 DISCIPLINE AND DISCHARGE STANDARDS

Disciplinary actions will usually follow a progressive discipline procedure. The steps of progressive discipline are generally as follows:

- (1) Verbal counseling
- (2) Written reprimand
- (3) Suspension
- (4) Demotion in rank (Used only in appropriate circumstances)
- (5) Dismissal

However, deviations from this procedure may occur whenever the circumstances warrant that one or more steps in the progressive discipline procedure be skipped. Accordingly, an immediate suspension or termination may occur in appropriate circumstances. Suspensions shall be imposed for a period of no more than 30 calendar days.

- A. With the exception of layoffs for organizational necessity, discipline, up to and including termination, shall be for cause. For purposes of this policy, "for cause" shall have the same meaning as that set forth in Government Code section 71651(b).

- B. Examples of misconduct that may lead to discipline for cause include, but are not limited to, the following:
1. Misstatement of facts contained in the employee's application/ resume or otherwise during the hiring process;
  2. Falsifying or making a material omission on any Court document (e.g., time card, Court records);
  3. Disclosure of confidential information;
  4. Insubordination;
  5. Excessive absence/tardiness or absence without leave;
  6. Discourteous or rude conduct;
  7. Possessing or bringing firearms, weapons, or hazardous or dangerous devices onto Court property;
  8. Being at work while under the influence of alcohol or illegal drugs, or possessing illegal drugs while on Court property;
  9. Theft of Court property or unauthorized possession of property that belongs to the Court or another employee;
  10. Misconduct adversely affecting the operation of the court;
  11. Unsatisfactory job performance; or
  12. Violation of any written Court rule, policy, or procedure of which the employee has been notified in advance.

## 18.2 WRITTEN REPRIMANDS

A written reprimand shall include (a) the specific grounds and particular facts upon which the disciplinary action is being taken; (b) the materials upon which the action is based; and c) a statement informing the employee of his or her right to appeal in the manner set forth in this section.

### A. Step One

Within 14 calendar days of the date the employee received the written reprimand, the employee may file a written appeal with his or her division manager. The division manager shall schedule a meeting with the employee and, where applicable, his or her representative, to discuss the appeal. Within 14 calendar days after that meeting, the

division manager shall provide the employee and his/her designated representative, if any, with a written response to the appeal.

B. Step Two

If the employee is not satisfied with the step one response, he or she may appeal to the Court Executive Officer or designee. The appeal must be submitted within 14 calendar days of the step one response and shall consist of a copy of the employee's written appeal to his or her division manager, a copy of the division manager's response, and a statement from the employee explaining his or her disagreement with the division manager's response. The Court Executive Officer or designee shall schedule a meeting with the employee and, where applicable, his or her representative, to discuss the appeal. Within 14 calendar days after that meeting the Court Executive Officer or designee shall provide the employee, and his/her designated representative, if any, with a written decision regarding the appeal. The step two decision shall be final and binding.

If an employee does not in a timely manner file an appeal at either step one or step two, the right to appeal shall be considered waived. Time limits may be extended at each step by agreement between the Court and the employee

18.3 SUSPENSION, DEMOTION AND TERMINATION

A. Step One

1. Notice of Discipline/Discharge

When the Court is considering taking disciplinary action consisting of a suspension without pay, a termination, or a demotion, the affected employee shall be given written notice of the proposed disciplinary action. The notice of proposed disciplinary action shall include (1.) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (2.) the materials upon which the charge(s) is based, and (3.) a statement informing the employee of his or her right to appeal by responding, either orally or in writing, with or without a representative, to the charge(s), by the date specified in the notice; and (4.) a statement that if the employee does not respond to the charge(s) by the date specified in the notice, the proposed disciplinary action will take effect as described in the notice

and the employee will have no further right of appeal. The employee will have at least fourteen (14) calendar days after the date the employee received the notice to respond or to schedule a meeting for the purpose of responding.

2. Service of Notice

Notice of disciplinary action will be served by personal delivery to the employee at the work site or residence and to the employee's union representative, if any. If personal service is not possible, notice will be mailed return receipt requested. The date of receipt will initiate the period in which an appeal may be filed. If no signature is obtained, notice will be left at the employee's residence in the presence of a competent member of the household and by thereafter mailing a copy of the notice to the employee. Service in this manner will be deemed complete on the 10th day after such mailing for purposes of computing the time limits for filing appeals.

3. The Court may, at any time during the time when a charge(s) is pending against an employee, place the employee on mandatory leave with pay. However, no employee may be required to take annual leave unless the employee requests and the Court grants additional time for the employee to respond to the intended disciplinary action
4. If the employee does not respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and shall take effect as described in the notice of proposed disciplinary action.

B. Step Two - "Skelly Process"

1. If the employee does respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the Court shall consider the employee's response and all of the information upon which the charge is based. The Court Executive Officer (or Court executive committee if the Court Executive Officer is the immediate supervisor) shall then issue a written determination on the notice of proposed disciplinary action.
2. If the determination includes disciplinary action consisting of a suspension, a termination, or a demotion, the employee may appeal such determination in writing, within 14 calendar days

of the date the employee receives in person or is mailed by certified mail the determination. The appeal must be filed in writing by the employee or the employee's representative to the Court Executive Officer. If no such appeal is in a timely manner filed, the determination of the disciplinary action shall stand.

C. Step Three Hearing to Review Disciplinary Decisions

1. In the event that an employee in a timely manner files an appeal as described above, an evidentiary due process hearing within the meaning of Government Code section 71653 will take place.
2. Within 14 calendar days of the date that the employee files the notice of appeal, the Court and the employee, or if the employee is represented, the employee's representative, shall attempt mutually to agree to an experienced labor arbitrator to serve as the Government Code section 71653 impartial hearing officer. The parties may extend this date by mutual consent. If the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service. Within 14 calendar days of receipt of the list, the parties shall select a hearing officer by alternately striking names from the list. A coin toss shall determine the party that strikes first. The costs of arbitration shall be borne equally by both parties. Each party shall bear their own cost of representation.

3. Pre-hearing Statement

Each party to the appeal must submit to the opposing party and the hearing officer no later than 10 calendar days prior to the hearing a pre-hearing statement that includes:

- a. Party - the name of the appellant and identification of the appellant's representative, if any.
- b. Framing of the issues/defense - a statement of the issue or issues and any defenses to be considered by the hearing officer.
- c. The remedy and findings - a statement of the remedy they are seeking from the hearing officer. Further, as part of the pre-hearing statement,



each party is to propose the findings the hearing officer must make if the requested remedy is granted.

- d. Facts:
    - i. Undisputed Facts: A plain and concise statement of all material facts not disputed.
    - ii. Disputed Factual Issues: A plain and concise statement of all disputed factual issues.
    - iii. Stipulations: A statement of stipulations requested or proposed.
  - e. Time Frame of Witnesses: A list of the witnesses to be called at the hearing, together with an estimate of time required for each witness' testimony. The witness list may be revised up to two days prior to the hearing.
  - f. Exhibits: A copy of any documented evidence that the party intends to introduce at the hearing. In the event the parties stipulate in advance to the submission of joint exhibits, the Court will submit the joint exhibits.
  - g. Estimation of Hearing Time: An estimate of the time required for presentation of each party's case.
4. The arbitrator's report shall be limited to the issue of whether "cause" existed for the discipline imposed. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any of the court's rules, policies, or procedures.
  5. Witnesses employed by the Court called by either party to testify at the hearing shall be released without loss of pay or benefits to testify. All release time described in this paragraph will be considered time worked.
  6. The arbitrator shall issue a decision, which shall be final and binding on the parties. Such decision may be reviewed only pursuant to the California Code of Civil Procedure, section 1280, et seq.

**ARTICLE 19**  
**HEALTH AND SAFETY**

The Union and Court agree that it is in the best interest of all concerned to provide a safe and healthy working environment. The Court abides by the safety standards established by the State Division of Industrial Safety and pursuant to the Occupational Safety and Health Act.

The Court will establish a protocol for addressing health and safety issues in the workplace in order to assure that health and safety hazards are dealt with on a timely basis. The Court shall review this protocol from time-to-time to ensure that it is effective in addressing workplace health and safety. Employees have an important role to play in helping to ensure workplace health and safety and they shall, at all times, observe work rules pertaining to a healthy and safe work environment. Employees shall report health or safety hazards to their immediate supervisor. If the immediate supervisor is unable to abate the hazard, the matter shall be reported to the Court's facilities technician.

**ARTICLE 20**  
**PROBATION**

20.1                    **LENGTH OF PROBATIONARY PERIOD**

A probationary period equivalent to 1040 hours, prorated for part-time employees, shall apply to all classifications in the General Court Unit. Employees shall not serve a probationary period if appointed to a class in which they have previously held regular status.

Notwithstanding the above, a probation period may be extended for a maximum of 176 hours, which maximum shall be prorated for part-time employees, upon mutual agreement of the employee and the Court Executive Officer or designee. Such agreement shall be in writing and dated prior to the end of the regular probation period for the employee's classification

Whenever a probationer is absent on leave without pay from his/her position, his/her period of probation shall be increased by the total time of such absence, unless he/she is on leave of absence to serve in a similar or higher class, in which case the time served satisfactorily in such class shall be counted toward the completion of the period of probation for the class from which leave was granted.

## 20.2. PROBATIONARY STATUS

All persons appointed to a regular position shall serve a probationary period if appointed to any class in which they have not previously held regular status. Whenever a probationer demotes to a position in a lower class, the time served satisfactorily in the higher class shall be counted toward the completion of his/her period of probation for the class to which he/she demotes.

## 20.3. REMOVAL DURING PROBATIONARY PERIOD

If the Court finds that a probationary employee is not satisfactory, the Court shall remove the employee by notice in writing, stating the reasons for the removal, with a copy to the appropriate recognized employee organization, if any. The removed probationer may request a meeting with the Court Executive Officer to discuss the removal; and the decision of the Court Executive Officer in the matter shall be final.

Court employees who have been rejected during a promotional probation period with the Court, or who have been rejected during a probation period resulting from a reclassification, shall be re-appointed to a vacant position in their former Court class from which promoted or transferred, provided they had permanent status in the former class. If there is no vacant position held by a probationary employee, the removed employee will be placed on a re-employment list. If there is a temporary assignment available, the removed employee will be allowed to bump into this assignment (in accordance with the existing restrictions on temporary employees), while remaining on the reemployment list.

## 20.4. LAI D OFF OR DISPLACED PROBATIONARY EMPLOYEES

Probationary employees who are laid off or displaced shall have their names restored to the eligible list from which appointed.

### **ARTICLE 21**

#### **CLASSIFICATION ACTIONS AND PAY PROTECTION**

##### 21.1 CLASSIFICATION ACTION

###### A. Regular Review Of Job Classifications And Titles

The Court Executive Officer or designee shall study the duties and responsibilities of a position and/or its title and their

relationship to other classes and/or titles in the following circumstances:

1. When requested by a division manager as a result of significant changes in the department affecting the duties and responsibilities of any position/classification. (The division manager has a responsibility in this circumstance to report such a change in writing to the Court Executive Officer);
2. When the Court Executive Officer provides written authorization for the establishment of a new position/classification;
3. When conducting regular, periodic review of job positions/classifications and their titles; or
4. When the Court Executive Officer or designee identifies a need to study an existing position/classification or group of positions/classifications.

B. Notification

The Court shall notify the official Union representative regarding appropriate classifications whenever the Court intends to classify, reclassify, create, modify, and/or abolish classes or class specifications existing in or appropriate to the bargaining unit represented by the Union. The Union shall respond within ten working days of the notice. The time limit for response may be extended upon request. Upon request, both parties shall meet and mutually share information, excluding work products, with regard to the classification study. Upon request by the Union, up to four hours of release time per month shall be granted for two bargaining unit employees for work on classification actions.

C. Employee Requests

Employees may submit requests for a classification review of their positions at any time. The employee's request shall be accompanied by a Position Description Questionnaire and a listing of the duties which the employee believes are beyond the scope of his/her class specification. The Position Description Questionnaire is available in the Human Resources Unit. The employee's request for a classification study does not require the approval of the employee's supervisor. Within ninety (90) calendar days of the date that the CEO or his/her designee receives a request from an employee for a classification study, the CEO or his/her designee shall make a good faith attempt to complete the study of the employee's position and

notify the employee and the Union in writing of the results of the study. The time within which the classification study is to be completed may be extended by the CEO or his/her designee to not more than 180 days from the date that the Court receives the request. If the CEO does not believe a review is appropriate, he/she will provide reasons in writing.

## 21.2 UNIT ASSIGNMENT

The Court agrees to consult with the Union on the assignment of new job classifications to this bargaining unit subject to timely notification to the Union of intent of unit assignment by the Court, and timely response to that notice by the Union.

## 21.3 PAY PROTECTION

### A. Overfill Status.

When an occupied regular position is reclassified downward, the probationary or regular incumbent shall retain the pay of their former class by being placed in an overfill status for a period not to exceed five years from the effective date of reclassification. The provision of overfill status is a protection device which is intended to reduce the impact of downward reclassification upon compensation and class seniority. While in an overfill status, the incumbent employee shall be eligible for step advancement, general pay adjustments and shall accrue seniority which would apply to the former class. All other benefits and rights of employee representation which are associated with the former class shall also apply to the incumbent employee while in the overfill status.

Overfill provisions of the Court shall be terminated at such time as the equivalent step within the pay range for the new class rises to meet or exceed the equivalent step in the pay range of the former class. In such event, the reclassified employee's pay shall be adjusted on an equivalent step basis (i.e., 2nd step to 2nd step) within the pay range for the new class and no further application of the overfill or Y-rate protection provisions shall apply.

During the overfill period the employee's name shall be certified to vacant positions in the former class in order of seniority. An employee who is overfilling shall be demoted to the new class upon:

- (1) refusal of one offer of employment in the former class, or

- (2) at the termination of a five year overfill period, whichever of the foregoing occurs first.

Upon such demotion the employee shall be placed at the step of the lower pay range which has the rate which is closest to but not less than his/her pay in the overfill class or in the event that the employee's pay in the overfill class is above the maximum pay rate for the lower class the employee shall be Y-rated.

B. Y-Rate.

An employee who is placed on Y-rate shall retain their current pay rate in the former class for a period of two years or until any step within the pay range for the new class rises to meet or exceed the frozen pay rate, whichever occurs first. The frozen pay rate shall be designated as a Y-rate. All other benefits and rights of employee representation, which are associated with the new class to which reclassified, shall apply to the incumbent employee while in the Y-rate status. Where the pay rate for any step within the range for the new class rises to meet or exceed the Y-rate pay, the employee's pay shall be adjusted to that step within the range which is closest to but not less than the Y-rate pay. If, at the expiration of the two year Y-rate period the employee's pay rate is higher than the maximum established for the lower class, the employee's pay rate shall be adjusted to the maximum for the lower class.

**ARTICLE 22**  
**GRIEVANCE PROCEDURE**

- 22.1 The Court and Union recognize that settlement of grievances is essential to sound employee management relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, or the Union. The parties encourage the prompt settlement of grievances.

In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

The procedures and provisions herein are established in order to maintain a reasonable and uniform process for dealing with disputes.

22.2 DEFINITION

- A. A grievance may only be filed if it relates to:

A management interpretation or application of provisions of this Memorandum of Understanding which adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the grievance procedure are:

- (1) Subjects involving amendment or change of a Court resolution, minute order or this Memorandum of Understanding.
- (2) Dismissals, suspensions, or demotion.
- (3) Probationary dismissals upon original appointment.
- (4) Content of performance evaluations.
- (5) Leaves of Absence, Article 15.2 through 15.4.
- (6) Violation, misinterpretation, or misapplication of the Court Personnel Policies.
- (7) Complaints regarding occupational health and safety or the applicable procedures for such complaints.
- (8) Complaints regarding Workers' Compensation or the applicable procedures for such complaints.

### 22.3 PRESENTATION

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees or by the Union. No grievance settlement may be made in violation of an existing rule, pay schedule, memorandum of understanding, minute order or resolution of the Court or State law.

### 22.4 GENERAL PROVISIONS

- A. The provisions of this Article shall not abridge any rights to which an employee may be entitled under the Court Personnel Policies or the law.
- B. The time limits set forth in this Article are essential to the grievance procedure and shall be strictly observed.
  - (1) Failure of the employee(s) or Union to file a grievance within the required time limits at step one shall result in automatic dismissal of the grievance. Failure of either party to appeal and/or respond within the required time limits at any

subsequent step shall result in an automatic advancement of the grievance to the next step.

(2) Time limits specified in the processing of grievances may be waived by mutual written agreement.

C. In no event shall any grievance include a claim for money relief for more than a ninety (90) day period prior to filing of the grievance.

Any grievance settlement shall be implemented in the second pay period following the settlement of the grievance. Grievance settlements shall be in writing and shall specify the name of each affected employee and the specific relief to be afforded to each.

D. Grievances may, by mutual agreement, be referred back for further consideration or discussion to a prior step or advance to a higher step of the grievance procedure.

E. No hearing officer shall entertain, or make findings of fact or recommend on any dispute unless such dispute involves a position in the General Court Unit unless such dispute falls within the definition of a grievance as set forth in this Article.

## 22.5 PROCEDURE

A. Informal.

Employees are encouraged to act promptly through an informal meeting with their immediate supervisor in an attempt to resolve the matter before it becomes the basis for a formal grievance. Any resolution reached at the informal step must be in accordance with the provisions of this MOU and the Court Personnel Rules.

B. Formal.

(1) STEP 1

Within thirty (30) calendar days of occurrence or discovery of an alleged grievance, the grievance may be presented to the Division Manager or designated representative. The grievance shall be submitted on a Court Grievance Form and shall contain the following information:

- (a) The name of the grievant.
- (b) The specific nature of the grievance.



- (c) The date, time and place of occurrence.
- (d) Specific provision(s) of the Memorandum of Understanding alleged to have been violated.
- (e) Any steps that were taken to secure informal resolution.
- (f) The corrective action desired.
- (g) The name of any person or representative chosen by the employee to enter the grievance.

The employee shall be allowed reasonable time to meet with a designated representative. A reasonable amount of time will be granted the employee and representative to handle the initial investigation and processing of the grievance. The representative may discuss the problem with employees immediately concerned and attempt to achieve settlement of the matter.

The Division Manager or designated representative shall provide a written decision within fourteen (14) calendar days of receipt of the grievance. Unless mutually waived, the Division Manager or designee shall meet with the grievant/Union prior to issuing their decision. No bargaining unit employee shall be designated to decide or represent the Court on formal grievances.

(2) STEP 2

If the aggrieved is not satisfied with the first step decision, they may, within fourteen (14) calendar days after receipt of the decision, present a written appeal of the decision to the CEO or designated representative. The CEO or designated representative shall provide a written decision within fourteen (14) calendar days of receipt of the appeal. Unless mutually waived, the CEO or designee shall meet with the grievant/Union prior to issuing their decision.

(3) STEP 3

The decision(s) of the CEO may be appealed by the Union within seven (7) calendar days to a hearing officer. The written appeal shall be filed with the CEO.

(4) HEARING OFFICER

The hearing officer's compensation and expenses shall be borne equally by the Union and the Court. Each party shall

bear the costs of its own presentation, including the preparation and post hearing briefs, if any.

The hearing officer shall be selected by mutual agreement between the parties. If the parties are unable to agree upon a hearing officer, the parties shall jointly request the State Conciliation and Mediation Service to submit a list of seven (7) qualified hearing officers. The parties shall then alternately strike names from the list until one name remains, and that person shall serve as the hearing officer. The party having the first choice to strike a name from the list shall be determined by lot.

- (a) Procedures for choosing a hearing officer shall begin within seven (7) calendar days of receipt of the appeal at step 3. Prior to the selection of the hearing officer, the parties will attempt to stipulate to as many facts as possible and agree on the issue(s) to be submitted to the hearing officer.
- (b) Proceedings shall be recorded but not transcribed except at the request of either party to the hearing. The party requesting the transcripts shall bear the expense. Upon mutual agreement, the Court and the Union may submit briefs to the hearing officer in lieu of a hearing.
- (c) At the conclusion of the hearing, both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, then the hearing officer shall proceed to attempt to settle the particular grievance by the use of mediation. If through mediation the parties can reach a mutually acceptable disposition, then that disposition shall become the decision of the hearing officer. The position of either party to proceed or not to proceed to mediation shall not be disclosed and/or implied by either party to the hearing officer. If the mediation process does not result in an acceptable resolution to both parties within one additional day of the conclusion of the hearing, the case shall be determined solely by the hearing officer.

If there is no agreement to proceed through the mediation step, then the case shall be determined solely by the hearing officer.

- (d) Except when briefs are submitted as specified in the preceding, it shall be the duty of the hearing officer to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a decision within fifteen (15) calendar days of the conclusion of the hearing.
- (e) The hearing officer shall have no authority to add to, detract from, alter, amend or modify any provision of this MOU or impose on any party hereto a limitation or obligation not explicitly provided for in this MOU. Nor shall the hearing officer have any authority to add to, detract from, alter, amend or modify any resolution, or minute order of the Court, the Court Personnel Policies, State law, California Rules of Court, or written rule.
- (f) The decision of the hearing officer shall be final and binding upon the parties.

**ARTICLE 23**  
**LAYOFF PROVISIONS**

23.1 **DEFINITIONS**

- A. **Layoff**: The involuntary separation of an employee because of lack of work, lack of funds, reorganization, in the interest of economy or other reasons determined by the Court to be in the best interest of the Courts for employees under the jurisdiction of the Court as determined by State law.
- B. **Regular**: The term "regular" (formerly known as "permanent") refers to the status of an employee who has successfully completed the specified period of "probationary" service for a job classification as defined in the Personnel Policies.
- C. **Probationary**: The term "probationary" (including "probationary status") has the meaning as defined in the Court Personnel Policies.

23.2 **PURPOSE OF LAYOFF PROVISION**

To provide a prompt and orderly process for reduction in the Court workforce when determined to be necessary by the Court.

23.3 **DECISION PROCESS**

The Court shall determine the number and classes of positions to be eliminated for the Courts.

#### 23.4 SCOPE OF APPLICATION

Layoff provisions shall apply only to the classes designated for layoff, or affected by displacement, within the Court.

The Court shall provide affected employees with a minimum of fourteen (14) working days written notice of layoff and/or displacement.

Layoff provisions shall not apply to a temporary layoff declared under the authority of the Court of less than four (4) cumulative weeks per fiscal year for the Courts.

#### 23.5 ORDER OF LAYOFF

Whenever it is necessary to layoff one or more employees in the Court, the Human Resources Unit will prepare a list of the order of layoff in accordance with the following:

- A. Extra-help employees performing work within the affected class(es) shall be laid off first.
- B. A call for volunteers, in order of seniority (to be considered a layoff). Such employees may not displace (bump) to another class.
- C. Provisional employees in the affected class(es) shall be laid off next.
- D. Probationary employees working in the affected class(es) shall be laid off next.
- E. Regular employees shall be laid off last in reverse order of seniority as defined below in 23.7.

#### 23.6 DISPLACEMENT (BUMPING) IN LIEU OF LAYOFF

Displacement is the movement in a layoff of an employee to an equal or lower class on the basis of seniority. (An employee cannot displace to a higher class.)

If an employee who is to be laid off had regular status in an equal or lower class, such employee shall be offered a vacant position in the equal or lower class or he/she may displace an employee having less seniority as defined in 23.7. Any employee thus displaced may in the same manner displace another employee. Should an employee have the right to displace in more than one class, he/she shall displace first in the highest class in which he/she has

rights. Should an employee have the right to displace to two or more equal, lower classes, he/she shall displace first to the most recently occupied equal class.

### 23.7 SENIORITY FOR PURPOSES OF LAYOFF AND DISPLACEMENT

Seniority rights for purposes of layoff and displacement and involuntary reduction in authorized hours shall be available only to employees of the Superior Court that have attained regular status as defined in 23.1, above.

Seniority credits for purposes of layoff, displacement and involuntary reduction in authorized hours shall be determined by crediting one seniority point for each full 80 hours of authorized service in a class while in continuous Court service.

- A. Authorized hours of service are the number of hours formally established for a position by the Court. Hours worked in excess of the number of hours authorized, whether overtime or otherwise, shall not be included in determination of seniority credit.
- B. "Continuous Court Service" is service uninterrupted by termination and provided that those hours of a leave of absence without pay which exceed 152 consecutive hours shall be excluded from the authorized hours of service total for purposes of determining seniority credit.
- C. "Continuous Court Service" shall include all hours in paid status for the County of Santa Cruz prior to January 1, 2001 for those employees who transitioned from County to Court employment pursuant to the Trial Court Employment Protection and Governance Act (SB 2140), and all hours worked for the Courts since December 31, 2000.

For purposes of seniority only, an employee who is laid off and reappointed to a regular position within two years of layoff shall not be considered to have terminated. However, no seniority credit shall accrue for such an employee during the period of layoff.

For purposes of layoff, displacement, and involuntary reduction in authorized hours, seniority credit shall accrue for classes in which regular status has been obtained.

Seniority credit for prior service in higher or equal levels in which regular status was obtained shall be applied to a current class in which regular status has been obtained. (Example: credits for someone who was a Courtroom Clerk III and is now a Legal Process Clerk (LPC) III shall be combined for determination of LPC III credits.

Seniority in the current class shall be added to seniority in the next lower class in which regular status has been obtained for purposes of displacement, when displacement occurs. (Example #1: credits earned as Legal Process Clerk II will be added to credits earned as Court Courier/Office Assistant for the purposes of determining Courier credits. Example #2: credits earned as LPC II will be added to credits earned as LPC I for the purposes of determining LPC I credits, as these are considered separate job classifications.)

Regular service in two classes at the same level shall be combined and accrue to the most recent class for seniority credit. (Example: credits earned as Law Librarian Assistant will be added to credits earned as an LPC II or visa versa.)

Determination of the relationship between existing classes with respect to higher, equal or lower status shall be based upon the current relationship of the fifth step pay for the classes. In order to be equal for the purposes of this layoff procedure, the fifth step of the pay range must be identical.

If an employee has achieved regular status in a class which has been abolished, seniority credit will be applied to an equal or the nearest lower level class, if any, in which the employee has achieved regular status based on the pay relationship in existence at the time the class was abolished.

Probationary and provisional service in a class will not be credited for seniority in the class unless regular status is achieved in the class without a break in service. If regular status is not achieved, probationary and provisional service and "work in a higher class" shall be counted for seniority credit in the next lower class in which the employee has achieved regular status in continuous service.

Employees who have been promoted from a lower class to a higher class through a reclassification action since July 1, 1977, shall have one-half of their seniority credits in the lower class applied to the higher class upon completion of probation in the higher class.

### 23.8 OPPORTUNITY FOR EMPLOYEE REVIEW

To the extent possible under Court Personnel Policies, employees should not lose their seniority credit under this article because classes have been revised, established, abolished or re-titled.

All employees shall be provided an opportunity, to review the record of service for which they have been given seniority credit. Such records of

service shall be made available to the employee no later than April 15 of each year. Employees shall be provided an opportunity to submit information supporting a differing conclusion. Determination of credit for prior service for revised, established, abolished or re-titled classes may be appealed to the CEO. The findings of the CEO shall be final and not subject to further review.

### 23.9 RETENTION OF RE-EMPLOYMENT LIST STATUS

Laid-off employees having regular status at the time of layoff, or regular employees who displaced to a lower class on the basis of prior regular status in the lower class, or regular employees who have had the authorized hours of their positions involuntarily reduced, shall be certified to openings from reemployment lists established for each class in which they have reemployment rights.

Employees on the reemployment lists will be certified to positions in the class from which they were separated on a one-to-one basis in order of seniority. Laid off or displaced employees with the same seniority shall be certified to positions in the class from which they were separated according to the earliest hire date. Highest rank on the certification list for the recruitment from which they were hired will be used to determine which employees shall be certified to an opening in the event that two or more employees have the same seniority and the same hire date.

A laid-off employee shall remain on the Reemployment Lists for the class until 24 months have elapsed from the date of layoff or displacement.

A laid-off employee's name may also be removed from reemployment lists on evidence that the person cannot be located by postal authorities or if the employee requests to be removed from the reemployment list

The laid off or displaced employee must, within seven (7) working days of a notice of certification for reemployment, notify the Court of his/her intent to return to work on the date specified in the reemployment notice and thereafter return to work on that date. An employee recalled to work shall have all rights acquired prior to layoff restored.

The name of a person on a reemployment list who fails to reply within seven (7) working days to a written certification notice shall be removed from the

reemployment lists for the class. Such persons name may be restored to the list upon written request by the person.

#### 23.10 PREFERENTIAL CONSIDERATION

The Human Resources Unit, within the latitude of the Personnel Policies, will attempt to assist probationary and regular employees subject to layoff as a result of the application of these provisions. To avail themselves of this assistance, such employee shall submit complete, up-to-date employment applications upon request of the Human Resources Unit. Assistance to be provided to such employees by the Human Resources Unit will entail:

- A. Referral of laid off probationary employees on a "re-entry" list for consideration of appointments to the class from which laid off, along with persons on other eligible lists.
- B. Counseling with respect to placement in other Court jobs, within staffing and on-going workload limitations.

Employees whose names remain on a reemployment list may compete in promotional examinations. Additionally, laid off employees who elect to be available for temporary assignments pursuant to the *Temporary Appointments* Section of the Court's *Personnel Policies* shall be given preference for temporary assignments in the classification from which they were laid off or any other vacant position for which they qualify. The election to be available for temporary assignment may be made at the time of layoff, or in writing within 30 days after the employee is laid off. Laid off employees may decline to be available for temporary work and may decline such work itself without affecting any rights under this article.

#### 23.11 OTHER MEANS OF ATTAINING REGULAR STATUS FOR PURPOSES OF SENIORITY

For purposes of layoff only, an employee with hours of service equivalent to at least six months continuous probationary service in a class may be considered to have attained regular status in that class provided all the criteria specified below are met.

- A. The employee has completed hours of service equivalent to at least six months continuous probationary service in a higher class in the same class series.



- B. The appointment to the higher class in the class series, as described in A, above, immediately followed the probationary service in the lower class.
- C. Each performance evaluation received in both classes had an overall rating of satisfactory or better.
- D. The employee submits a written request to his/her Division Manager which specifies the class in which he/she wishes to have regular status for purposes of layoff applied, and the appointing authority concurs with C, above. The Division Manager concurrence relates to the facts of the situation.
- E. The CEO or designee verifies that sufficient hours of service were attained in probationary status, service in the two classes was continuous and uninterrupted, and that the two classes are in the same class series.

#### **ARTICLE 24**

#### **JOB SHARING, PART-TIME, FLEXIBLE WORK HOURS, VTO**

The Court acknowledges that there may be benefits both to the employer and employee in the application of job sharing, voluntary time off (VTO), and part-time employment or flexible work hours for employees. The Court agrees to consider the feasibility of additional implementation of job sharing, part-time work or flexible hours as specified below:

- A. The Union and the Court agree to consult on job sharing, part-time, and time requests by employees. The Union and the Court agree to meet and confer on future use of voluntary time off. flex-
- B. The Union shall make prompt request to consult or meet and confer and specify matter(s) to be discussed and provide reasons for the request. The Court shall respond promptly, meet at the earliest mutually agreeable date, make reasonable efforts to attempt to reach agreement and provide reasons for the decision if denied.
- C. The Court agrees that denials of requests shall not be arbitrary or capricious.

#### **ARTICLE 25**

#### **LABOR MANAGEMENT COMMITTEE**

The Union and the Court shall establish a Labor Management Committee (LMC), whose purpose shall be to establish processes that will lead to improved service delivery, efficiency, and morale, and to dialogue about AOC finance and human resource issues. In addition, the parties shall meet on a quarterly basis to discuss matters within the scope of representation at a mutually convenient time and location.

The goal of the LMC is to work in a collaborative manner on issues which both parties deem important for the daily operation of the Court and health and welfare of the Union bargaining unit.

The parties shall each appoint three (3) members to the committee, The parties may by mutual agreement invite other employees and possibly a judge, who have specific knowledge of issues discussed by the Committee to present information or to participate in the Committee's discussions.

**ARTICLE 26**  
**WORK SCHEDULE/LOCATION ASSIGNMENT**

26.1. **ASSIGNMENT**

The Court has the authority, in the sole discretion of the Court Executive Officer, to assign employees to various locations, subject to notification provisions in 26.3.

26.2. **WORK SCHEDULES AND SCHEDULE CHANGES**

Except as provided below, the standard work schedule shall be eight hours per day, five days per week, with two consecutive days off. Except for overtime, divisions which need a different operational schedule shall maintain and post an employee assignment schedule. No employee, except in case of emergency, shall be required to work a different work schedule than assigned unless the employee has been notified in writing at least five (5) working days in advance of the change in work schedule.

A. **Alternate Schedules**

1. Upon recommendation of the CEO, flex-time, job sharing and voluntary reduced work hour programs may be established after consultation with the Union. Job sharing programs require that benefits (excluding employee insurances) be prorated.

2. Current alternate work schedules may include 9/80 schedules, 4/10 schedules, and/or other alternate schedules. Individuals assigned to such schedules shall accrue leave and holiday hours on the same basis as employees working the standard 5/8 work schedule. Employees shall also be charged time off based on the number of hours in the work day missed.
- c. Should the Court elect to eliminate an existing alternate schedule, or establish a new alternate schedule, it will provide five working days advance written notice to the Union and will meet and confer upon Union request.

### 26.3. TRANSFER

When the Court intends to fill a vacant position, the Court will give regular employees in positions in the same class as the vacant position the opportunity to request a transfer before the Court opens the position for recruitment. The Court may run an open/promotional recruitment concurrently with the transfer request process.

Employees interested in a transfer may indicate their interest in writing to the Human Resources Unit and the supervisor of the vacant position within seven (7) working days of the date on the transfer opportunity notice. Employees may, at any time, submit a position interest notification to Human Resources. This request may only be submitted when a position with the Court becomes vacant and the Court has posted a transfer opportunity.

The Court may bypass the lateral transfer process when fewer than two people express interest in a lateral transfer for a specific unit and a second vacancy occurs in the same unit within 90 days.

#### A. Location

Except in cases of emergencies or unanticipated daily staffing shortages the Court shall provide ten (10) working days written notice when transferring employees to a new location in excess of ten (10) miles from their current worksite or between divisions. The Court shall first consider requests for transfers that are filed by eligible employees and received by the Court within ten (10) working days of the date a job opening is posted by the Court. Transfers shall not be arbitrary or capricious.

#### B. Assignment

Employees shall be given written notice at least ten (10) working days in advance, when assigned to work in a different unit or report to a different supervisor. Employees so reassigned may request to meet, with their steward if desired, with the Division Manager, to discuss the impacts of the decision. This notice shall not apply in the case of original appointment of a new supervisor.

26.4 SENIORITY DEFINED

When used, seniority for purposes of overtime and shift assignment within the work unit shall be determined by the most recent date of appointment to the current class.

**ARTICLE 27**  
**VOLUNTEER PLACEMENTS**

- A. The Court agrees that no current General Court Unit employee shall experience any reduction in hours or temporary or permanent elimination of their position due to a volunteer placement.

Further, the Court shall provide the Union with written proposals detailing each volunteer position proposed for placement. In order to be timely, the Union shall notify the Court within five working days of receipt of such notices. The Court will stop the placement of the volunteer if advance notice is not provided to the Union. The Union may designate two representatives to meet with the Court. The Court shall provide reasonable time for two Union representatives to respond to volunteer proposals during regular working hours. Volunteer placements shall not exceed three (3) months or 360 volunteer hours in duration unless by mutual agreement.

- B. Union concerns regarding abuse of the use of extra-help and/or inmate labor in relationship to the General Court Unit shall be brought to the attention of the Court Human Resources Unit in a timely manner. That Unit shall investigate the situation and provide a timely written response to the Union.

**ARTICLE 28**  
**SEPARABILITY OF PROVISION**

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

**ARTICLE 29**  
**UNPAID DAYS OFF**

In the event that the Court deems it necessary to implement furloughs for the general bargaining unit employees, the Court agrees to meet and confer on the process and the effects of unpaid days off with Union worker representatives and Union staff person(s)

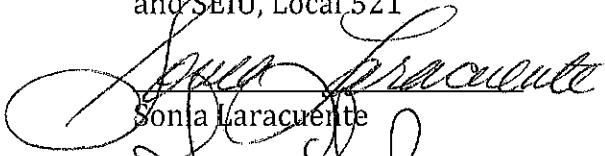
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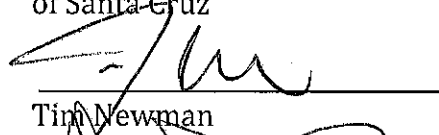
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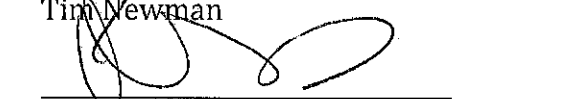
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and SEIU, Local 521


For the Superior Court of California,  
of Santa Cruz

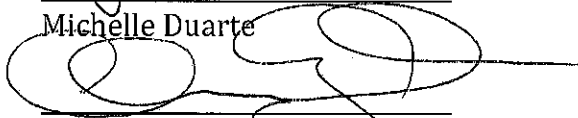
  
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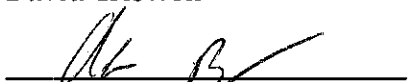
  
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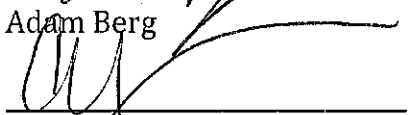
  
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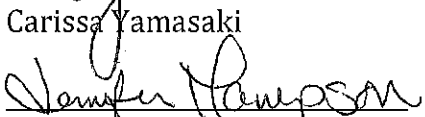
  
Michelle Duarte

  
David Criswell

  
Chris Ghio

  
Adam Berg

  
Carissa Yamasaki

  
Jennifer Hampson

  
Jason Zigelhofer

ATTACHMENT A  
CONFIDENTIAL POSITIONS IN THE GENERAL COURT UNIT

Department/Office	Position
Superior Court	1 Judicial Secretary 1 Human Resources Technician 1 Human Resources Assistant

ATTACHMENT B  
SUPERVISORY CLASSES

Accounting Supervisor  
Court Supervisor  
Court Services Coordinator

ATTACHMENT C  
FAMILY CARE AND MEDICAL LEAVE ACT OF 1993

Under new Federal and State law - the Federal Family & Medical Leave Act and State Family Care & Medical Leave Act (FMLA) -, employees in the General Court Unit have rights concerning certain leaves of absence for up to 12 weeks per calendar year. Employees are eligible under FMLA if they have worked for the Court for a least one year and have a total of 1000 hours of a combination of time worked and paid leave within the 25 pay period preceding the requested leave.

REASONS FOR TAKING LEAVE:

Notwithstanding the provisions of Article 17, FMLA leave must be granted to eligible employees for any of the following reasons:

- for care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter or parent, or domestic partner who has an affidavit on file with the Court, who has a serious health condition;
- for a serious health condition that makes the employee unable to perform the employee's job.

For employees in the General Court Unit, all accrued compensatory time must be used prior to any leave of absence without pay. Employees may elect to use accrued annual leave in lieu of leave of absence without pay for the period of FMLA leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION:

The employee must provide advance leave notice and medical certification. The leave may be denied if notice requirements are not met.

- The employee must ordinarily provide 30 days advance notice when the leave is foreseeable.
- Medical certification is required to support a request for leave because of a serious medical condition, and may require second or third opinions at the Court's expense. A fitness for duty certification to return to work is required for leaves of four weeks for more, and may be required for leaves of less than four weeks.

Documentation will also be required for other FMLA leave (i.e., for care of employee's child after birth, or placement for adoption or foster care).

JOB BENEFITS AND PROTECTION:

- For the duration of the FMLA leave the Court must maintain the employee's insurance coverage under group health plans and make the same contributions as if the employee was continuously employed (i.e., in paid



status) for the duration of the leave, notwithstanding the provisions of Article 9.7 of the Memorandum of Understanding.

- Upon timely return from FMLA leave, employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the FMLA leave.

The provisions of FMLA do not limit the employee's right to request, and the Court's right to approve or deny, other (non-FMLA) paid or unpaid leave.

#### General Court Unit FMLA Notice

The parties mutually agree that if this language conflicts with state and/or federal law in this area, state and/or federal law is controlling and supersedes this MOU.

ATTACHMENT D  
DRESS POLICY AND GUIDELINES

POLICY: COURT EMPLOYEES SHALL DRESS APPROPRIATELY FOR THEIR UNIT AND ASSIGNMENT

The following guidelines are provided to assist employees, supervisors and managers in determining what appropriate dress is.

GUIDELINES:

The courts' basic guideline for appropriate dress and grooming is classified, at a minimum, as business casual and may vary depending on your unit and assignment. There shall be an emphasis on neatness, cleanliness, and safety.

Court employees are often the first and possibly only exposure to the judicial system an individual may encounter. Presenting oneself in a professional manner will not only exemplify the level of confidence and proficiency you have in your ability to aide clients, but will instill that same confidence in the public being served.

Whether you work away from the public eye or inside the courtroom, the level of business attire shall be appropriate for your assignment while maintaining the highest level of professionalism. A key phrase for employees to remember is to dress for success, because it is not only the public that develops perceptions from appearance, it is co-workers and supervisors, as well. All employees should use common sense in determining the appropriate level of business attire for their assignment.

EXAMPLES OF MINIMUM APPROPRIATE BUSINESS ATTIRE:

Dresses/Skirts  
at, or just above the knee, including the slit

Dresses and skirts ending

Shirts

Dress shirts  
Polo style shirts  
Sweaters  
Blouses

Button down shirts

Shoes

Dress shoes  
Flats  
Loafers  
Dress sandals  
Dress boots

Pants/Suits

Slacks  
Khakis/Dockers style

Denim (excluding blue)  
Dress Pants  
Dressy Capri pants, mid-shin or longer  
Pant suites

**EXAMPLES OF INAPPROPRIATE ATTIRE**

Dresses, Blouses, Shirts

Backless  
Low cut - front or back  
Off the shoulder  
Overly revealing  
Spaghetti straps  
See through  
Strapless  
Lounge wear  
Tube tops  
Bare mid-riff  
Tank Tops

**INAPPROPRIATE ATTIRE CONTINUED**

Revealing  
Spaghetti straps  
See through  
Strapless  
Lounge wear  
Tube tops  
Bare mid-riff  
Tank Tops

Skirts (including dresses)  
Inappropriate short skirts

Pants and Suits

Sweat pants and/or jogging style outfits  
Shorts Leggings or Spandex  
Blue denim jeans (see exceptions below)  
Capri pants shorter than mid-shin

Shoes

Thongs / Flip-flops  
Slippers  
Ugg style boots  
Tennis shoes\*

Exceptions: Tennis shoes may be appropriate for file clerks and for special work assignments.

## Miscellaneous

Hats

Patched, soiled, torn or faded clothing

Clothing with unprofessional wording or pictures

### **Dress Down Fridays:**

Appropriate blue jeans and/or tennis shoes may be worn on Friday's in every location, except the courtroom, if an approved article of clothing bearing the court insignia is also worn. This article of clothing shall be purchased from a selected court vendor complete with the court approved insignia or logo. Please be aware that employees who chose to wear jean and/or tennis shoes on Fridays must continuously display the court insignia during their work shift. The court insignia shall not be covered by any other article of clothing during work hours. Employees must be mindful of weather and environmental conditions that might interfere with their ability to continuously display their court embroidered clothing. Supervisors and managers should also use their discretion in instances where unusual weather or environmental conditions create a significant need to deviate from this standard.

### **Medical Exceptions:**

Persons who must wear special shoes or other clothing for medical reasons will be excused from the dress policy for that item if they provide their supervisor with a medical note which sets forth the requirement and duration of the medical condition.

### **Consequences:**

Employees who do not dress in accordance with Court policy will be notified that the dress does not meet the policy. Subsequent violations may result in the employee being sent home to change, during work hours if necessary.