

Memorandum of Understanding

between

**Superior Court of California,
San Mateo County**

and

**Service Employees International Union
(SEIU)
Local 521**

May 1, 2013 – September 30, 2015

SEIU
MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

Page

PREAMBLE

SECTION 1 – UNION RECOGNITION..... 7

SECTION 2 – UNION SECURITY

2.1.....Agency Shop..... 7
2.2.....Compliance..... 8
2.3.....Maintenance of Membership..... 8
2.4.....Supervisory Classifications..... 8
2.5.....Forfeiture of Deduction..... 8
2.6.....Reinstatement..... 8
2.7.....Payroll Deduction..... 8
2.8.....In Case of Rescinding Agency Shop..... 9
2.9.....Court Obligations..... 9
2.10.....Union Obligations..... 9
2.11.....Hold Harmless..... 9
2.12.....Communication with Workers..... 9
2.13.....Use of County Buildings..... 10
2.14.....Advance Notice..... 10

SECTION 3 – UNION STEWARDS AND OFFICIAL REPRESENTATIVES..... 11

3.1.....Attendance at Meetings..... 11
3.2.....Handling of Grievances..... 11
3.3.....Labor-Management Meetings..... 11

SECTION 4 – NO DISCRIMINATION..... 12

SECTION 5 – COMMUNICATION..... 12

SECTION 6 – SALARIES..... 12

6.1.....Salary Ranges and Rates of Pay..... 12
6.2.....Entrance Pay..... 13
6.3.....Salary Step Increases..... 13
6.4.....Salary Anniversary Dates..... 14
6.5.....Salary Step When Salary Range is Revised..... 14
6.6.....Salary Step After Promotion..... 14
6.7.....Salary Step After Demotion..... 15
6.8.....Reclassification of Position..... 15
6.9....."Y" Rate Process Upon Reclassification..... 15

SECTION 7 – DAYS AND HOURS OF WORK..... 15

7.1.....	Out of Town Weekend Assignments	15
7.2.....	Work Breaks	16
7.3.....	Alternative and Flexible Work Schedules	16
7.4.....	Voluntary Time Off	16
SECTION 8 – OVERTIME		17
8.1.....	Authorization	17
8.2.....	Definition	17
8.3.....	Work Groups.....	18
8.4.....	Call Back Minimum.....	18
8.5.....	Compensatory Time Off	19
8.6.....	Scheduled Workday	19
SECTION 9 – DIFFERENTIALS		19
9.1.....	Shift Differential Payment	19
9.2.....	Work Hours for Shift Differential.....	19
9.3.....	Split Shift	19
9.4.....	DCC II Differential	19
9.5.....	Court Reporter CRR Exam Reimbursement.....	19
9.6.....	Court Reporter CART Differential	19
SECTION 10 – APPLICATION OF DIFERENTIALS		19
SECTION 11 – ON-CALL DUTY		20
SECTION 12 – BILINGUAL PAY		20
12.1....	Hiring and Selection	20
12.2.....	Testing.....	20
12.3....	Continued Use of Bilingual Language Skill	20
12.4.....	Transfers	20
12.5....	Review	20
12.6....	Administration	20
SECTION 13 – MILEAGE REIMBURSEMENT POLICY		21
SECTION 14 – TUITION REIMBURSEMENT		22
SECTION 15 – RESIGNATION AND REINSTATEMENT		22
SECTION 16 – LAYOFF AND REEMPLOYMENT		23
16.1....	Definition of Layoff	23
16.2....	Notice of Layoff	23
16.3....	Precedence by Employment Status	23
16.4....	Seniority	23
16.5....	Bumping By Non Unit Members	24
16.6....	Procedures.....	24
16.7....	Reemployment and General Eligible List	25
16.8....	Abolition of Position.....	26

SECTION 17 – SEVERANCE PAY	26
SECTION 18 – HOLIDAYS	26
18.1.....Requirement to be in Pay Status	26
18.2.....Dates of Holidays.....	26
18.3.....Saturday or Sunday Holidays.....	27
18.4.....Holidays That Fall on Other Than Normal Work Day.....	27
SECTION 19 – ELECTION DAYS	27
SECTION 20 – VACATIONS	27
20.1.....Vacation Accruals.....	27
20.2.....Vacation Schedule	28
20.3.....Vacation Allowance for Separated Workers.....	28
20.4.....One-Time Vacation Accruals Cash-Out	28
SECTION 21 – SICK LEAVE	29
21.1.....Accrual.....	29
21.2.....Usage.....	29
21.3.....Procedures for Requesting and Approving Sick Leave	29
21.4.....Accounting for Sick Leave.....	30
21.5.....Credits.....	30
21.6.....Incapacity to Perform Duties	30
21.7.....Use of Sick Leave While on Vacation	30
21.8.....Sick Leave During Holidays	31
21.9.....Catastrophic Leave Program.....	31
21.10...Sick Leave for Child Birth and Adoption	32
SECTION 22 – BEREAVEMENT	32
22.1.....Number of Days Allowed	32
22.2.....Sick Leave in Case of Travel	32
22.3.....Definition of “Immediate Family”	32
22.4.....Substantiation.....	32
SECTION 23 – LEAVES OF ABSENCE	32
23.1.....General.....	32
23.2.....Benefit Enrollment for Employees in Leave Without Pay Status	33
23.3.....Seniority Rights and Salary Adjustments	33
23.4.....Job Incurred Disability Leave	33
23.5.....Leave of Absence Without Pay.....	34
23.6.....Military Leaves of Absence	35
23.7.....Absence Due to Required Attendance in Court.....	35
23.8.....Educational Leave of Absence With Pay.....	36
23.9.....Absence Without Leave	36
SECTION 24 – MEDICAL CARE	37
24.1.....Employee and Employer Share of Premiums	37

24.2.....Cost for Less Than Full Time Employees.....	37
24.3.....Retiree Health	37
SECTION 25 – DENTAL CARE	40
SECTION 26 – VISION CARE.....	40
SECTION 27 – CHANGE IN EMPLOYEE BENEFIT PLANS	40
SECTION 28 – LIFE INSURANCE	41
SECTION 29 – LONG TERM DISABILITY INSURANCE	41
SECTION 30 – STATE DISABILITY INSURANCE.....	41
SECTION 31 – PROMOTION	41
31.1.....Examinations	41
31.2.....Promotional Eligible Lists	42
31.3.....Probationary Period.....	43
SECTION 32 – PROMOTIONAL AND TRANSFER OPPORTUNITIES	43
32.1.....Purpose.....	43
32.2.....Components	43
32.2A...Promotional Opportunities	43
32.2B...Transfer Opportunities	43
SECTION 33 – PART-TIME POSITIONS WHICH BECOME FULL-TIME.....	45
SECTION 34 – GEOGRAPHICAL DISPLACEMENT AND TEMP REASSIGNMENTS	45
34.1.....Geographical Displacement	45
34.2.....Temporary Reassignments	45
SECTION 35 – CHANGE OF ASSIGNED DUTIES	45
35.1.....Performing Duties Outside of Classification	45
35.2.....Reclassification Procedures	45
35.3.....Reassignment Due to Investigation.....	46
SECTION 36 – WORK OUT OF CLASSIFICATION.....	46
SECTION 37 – PROBATIONARY PERIOD	47
SECTION 38 – PERFORMANCE EVALUATIONS.....	49
38.1.....General	49
38.2.....Rating Period	49
38.3.....Basic Requirements	49
38.4.....Special Evaluations	50
38.5.....Pre-Evaluation Memorandum.....	50
38.6.....Clarification of Probationary Evaluations.....	50

38.7.....Appeals	50
SECTION 39 – DISCIPLINE	51
39.1.....Right to Steward Representation	51
39.2.....Corrective Action.....	52
39.3.....Written Reprimand.....	52
39.4.....Suspension	52
39.5.....Demotion or Termination	52
39.6.....Notice and Contents of Disciplinary Actions	52
39.7.....Pre-Disciplinary Meeting (<i>Skelly</i> Hearing)	53
39.8.....Appeal of Disciplinary Action	53
39.9.....Anonymous Complaints/Comments	53
SECTION 40 – GRIEVANCES.....	53
40.1.....Definition	53
40.2.....Processing Grievances	54
40.3.....Scope of Mediation Agreements and Arbitration Decisions	55
40.4.....Compensation Complaints	55
40.5.....Grievance Procedures/Practices	56
40.6.....No Strike	56
SECTION 41 – LOSS OF COMPENSATION.....	56
SECTION 42 – PERSONNEL FILES	57
SECTION 43 – SAFETY.....	57
SECTION 44 – SEPARABILITY OF PROVISIONS	57
SECTION 45 – PAST PRACTICES AND EXISTING MOU	58
SECTION 46 – RETIREMENT PLANS	58
SECTION 47 – RETIREMENT CONTRIBUTIONS.....	59
SECTION 48 – CONTRACTING OUT	59
SECTION 49 – DEFINITION OF PERMANENT EMPLOYEE	59
SECTION 50 – TERM OF AGREEMENT.....	60
EXHIBIT A – BARGAINING UNIT HOURLY WAGE RATES.....	62
EXHIBIT B – FMLA RIGHTS AND RESPONSIBILITIES	63
EXHIBIT C – SIDE LETTER AGREEMENT TO DISCUSS TRAINING.....	64

MEMORANDUM OF UNDERSTANDING

PREAMBLE

Local 521, Service Employees International Union and representatives of the Superior Court of California, San Mateo County have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of workers in the representation units listed in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding (MOU) is entered into pursuant to the Trial Court Employment Protection and Governance Act (Government Code Sections 71600-71674) and has been jointly prepared by the parties.

Section 1. Union Recognition

Local 521, Service Employees International Union, hereinafter referred to as the "Union" or "SEIU 521", is the recognized employee organization for the representation units listed below, certified pursuant to the Court Employer/Employee Relations Policy adopted by the Court Executive Officer on April 2, 2002.

Administrative and Fiscal Services Unit

Section 2. Union Security

The Union agrees that it has the duty to provide fair and non-discriminatory representation to all workers in all classes covered by this MOU regardless of whether they are members of the Union.

2.1 Agency Shop

All workers and new hires employed in classes covered by this MOU, except supervisors as defined in Section 2.4 below, shall as a condition of employment either:

1. Become and remain a member of the Union.
2. Pay to the Union an agency fee which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., *Hudson v. Chicago Teachers Union, Local No. 1, AFL-CIO*), which shall be less than the monthly dues made during the duration of this MOU, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or
3. Do both of the following:
 - a. Present to the Union and Court a written declaration that he/she is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
 - b. Pay a sum equal to the agency fee to one of three negotiated non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.

2.2 Compliance

If any currently employed worker fails to authorize one of the above deductions within 30 calendar days of hire into a classification covered by this MOU, the Court shall involuntarily deduct the agency fee from the worker's paycheck.

2.3 Maintenance of Membership

All workers who are members of SEIU Local 521 and tender dues through deductions from their Court biweekly paycheck shall continue to pay dues for the duration of this and each subsequent MOU thereafter. For a period of one hundred and ten to ninety (110-90) days prior to the expiration of this and any subsequent MOU, members of SEIU Local 521 shall have the right to withdraw from the Union by discontinuing dues deduction and selecting one of the options specified in Section 2.1. Union members in supervisory classifications exercising their right to withdraw from the Union are exempted from the provisions of Section 2.1. Withdrawal shall be communicated by the worker during that period of time in writing to the Court to be delivered by certified mail and must be postmarked during the one hundred and ten to ninety (110-90) day period. A worker who is subsequently employed in a position outside the units represented by SEIU Local 521 shall not be required to continue dues deduction.

The Court shall deliver revocations of membership to the Union on a biweekly basis and include verification that receipt was by certified mail. The Court Human Resources Director or designee shall accept authorization for dues deduction on a biweekly basis.

2.4 Supervisory Classifications

For purposes of this section, a supervisor or supervisory worker shall be a worker who regularly supervises the work of two or more workers and whose work customarily and regularly involves spending more than 50 percent of work time on supervisory rather than journey person activity. Prior to determining that a classification meets this definition, the Court will notify the Union and meet and confer over the proposed change. Supervisors as defined above shall not be subject to the provisions of this Section 2.1, (Agency Shop), but shall continue to be covered by Section 2.3, (Maintenance of Membership).

2.5 Forfeiture of Deduction

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

2.6 Reinstatement

The provisions of 2.1 above shall not apply during periods that a worker is separated from the representation unit, but shall be reinstated upon the worker's return to the representation unit. For purpose of this Section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

2.7 Payroll Deduction

The Court Human Resources Director or designee shall deduct Union membership dues and any other mutually agreed upon payroll deduction including voluntary COPE check-off, agency fee and charity fee from workers' paychecks under procedures prescribed by the Court's payroll administrator. Dues deduction and COPE deduction shall be made only upon signed authorization from the worker in writing on forms acceptable to the Court and the Union and shall continue:

(1) until such authorization is revoked in writing by the worker; or (2) until the transfer of the worker to a unit represented by another employee organization. Workers may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such workers are assigned and for the COPE Fund.

2.8 In the event that workers in a bargaining unit represented by the Union vote to rescind "Agency Shop" the provisions of Section 2.3 shall apply to dues-paying members of the Union.

2.9 Court Obligations

- A. All dues, service fees and COPE deductions shall be transmitted to SEIU Local 521 in an expeditious manner.
- B. All transmittal checks shall be accompanied by documentation which denotes the worker's name, social security number, amount of deduction (including COPE) and member or fee payer status.
- C. The Court shall hand out agreed upon Union materials along with the Agency Shop forms.

2.10 Union Obligations

- A. The Union shall provide the Court with a copy of the Union's "Hudson procedure" for the determination and protest of its agency fees. Annually, the Union shall provide a copy of said "Hudson procedure" to every agency fee payor covered by this MOU and as a condition to any percentage change in the agency fee.
- B. SEIU Local 521 will supply the Court with deduction authorization forms and/or membership applications.
- C. Annually, SEIU shall provide the Court copies of the financial report each files with the California Employee Relations Board, the Department of Labor (Form LM-2), or the union's balance and operating statement for the prior year. Failure to file such a report within 60 days after the end of its fiscal year shall result in termination of agency fee deductions without jeopardy to any worker, until such report is filed.

2.11 Hold Harmless

The Union shall indemnify, defend, and save the Court harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security Section, or action taken or not taken by the Court under this Section. This includes, but is not limited to, the Court's attorney's fees and costs.

2.12 Communications with Workers

The Union shall be allowed use of 17" by 14" space on available bulletin boards for communications having to do with official organization business, such as times and places of meetings provided such use does not interfere with the needs of the Court. The Court Executive Officer will investigate problems that the Union identifies with respect to the use of bulletin boards.

The Union may distribute materials to unit workers through Court mail distribution channels if approved by the Court Executive Officer. This privilege may be revoked in the event of abuse after the Court Executive Officer consults with representatives of the Union.

Any representative of the Union shall give notice to the Court Executive Officer at least 24 hours in advance when contacting workers during their duty period, provided that solicitation for membership or other internal union business shall be conducted only during the non-duty hours of all workers concerned. Prearrangement for routine contact may be made by agreement between the Union and the Court Executive Officer and when made shall continue until revoked.

2.13 Use of County Buildings

County buildings where the Court has operations and other facilities may be made available for use by Court workers or the Union or its representatives in accordance with such administrative procedures as may be established by the County Manager or the Court Executive Officer.

2.14 Advance Notice

Except in cases of emergency as provided below in this subsection the Union, if affected, shall be given reasonable advance written notice of any legislation, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the Court and shall be given the opportunity to meet with appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the Court may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

2.15 When a person is hired in any classification represented by the Union, the Court shall notify that person that the Union is the recognized employee organization for the workers in said class and present that person with an approved packet of information which has been supplied by the Union.

The Court will provide the union the opportunity to speak to new employees at the end of the new employee orientation process or at another time as agreed upon by the parties and provide them with a copy of the MOU. Notice will be provided to the union of the dates and times of the orientation as well as the names and classifications of the new employees prior to the orientation.

2.16 The Court Human Resources Director or designee shall supply without cost to the Union a monthly data processing run of the names and classifications of all workers in the units represented by the Union. Such lists shall indicate which workers were having Union dues withheld from their checks as of the date the roster was prepared, the names added to or deleted from the previous list, and whether each such change in status was due to leave of absence, termination or withdrawal from the Union. The Court Human Resources Director or designee will provide to the Union on a biweekly basis, a listing of Extra-Help workers and their length of service.

2.17 The Court Human Resources Director or designee shall notify the Union of workers who are on a leave of absence status in excess of 28 days.

Section 3. Union Stewards and Official Representatives

3.1 Attendance at Meetings

Court workers who are official representatives or Stewards of the Union shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of Court services as determined by the Court. Such representatives or Stewards shall submit written requests for excused absences to the Court Human Resources Director at least two working days prior to the meeting whenever possible. Except by agreement with the Court Executive Officer, the number of workers excused for such purposes shall not exceed 3 for SEIU at any one time. If any worker's request for excused absence is not approved, such disapproval shall be subject to appeal to the Court Executive Officer whose decision shall be final.

The Union shall be allowed up to 30 hours of unpaid release time per calendar year for official representatives and stewards to conduct necessary internal union business. Requests shall be made to the Court Executive Officer 14 days in advance.

3.2 Handling of Grievances

The Union shall designate a reasonable number of Stewards to assist in resolving grievances. The designation will depend on such circumstances as geographical locations, hours of employment, and departmental organizational structure. The Union shall notify the Court Human Resources Director in writing of the individuals so designated. Alternates may be designated to perform Steward functions during the absence or unavailability of the Stewards. Stewards may be relieved from their assigned work duties by their supervisors to investigate and process grievances initiated by other workers within the same work area or representation unit, including participating in Steps 1-4 of the grievance process as described in Section 38.2. Requests for release time shall not be unreasonably denied. Stewards shall promptly report to the Union any grievances which arise and cannot be adjusted on the job. Supervisory workers shall not represent non-supervisory workers in a grievance procedure where such activity might result in a conflict of interest. Neither Stewards nor the Union shall order changes, and no change shall be made except with the consent of the Court Executive Officer.

3.3 Labor-Management Meetings

The Union and the Court shall establish a Labor-Management Committee, 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. The Committee shall have no authority over matters within the scope of representation or matters subject to the grievance procedure or other established appeal procedures.

The parties shall each appoint three (3) members to the Committee with the addition of the Union staff representative. The parties may by mutual agreement invite other employees who have specific knowledge of issues discussed by the Committee to present information or to participate in the Committee's discussions.

The parties agree that the Committee is a joint endeavor. Meeting topics, dates and times will be by mutual agreement. Either party may request a meeting no less than quarterly unless otherwise agreed by both parties. Agendas will be provided in advance by the party requesting the meeting.

Recommendations from the Committee will be sent to the CEO and a reply to the Committee will be provided within 60 days.

Section 4. No Discrimination

Neither the Court - including its employees - nor the Union shall unlawfully discriminate against any employee on the basis of race, religious creed, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age (40+), pregnancy, childbirth, medical conditions related to pregnancy or childbirth, veteran status, legitimate union activities, or any other basis protected by law. To the extent prohibited by law, there shall be no discrimination against any disabled but otherwise qualified person solely because of his/her disability, unless that disability prevents the person from adequately performing the essential duties of his/her position, with or without reasonable accommodation.

Claims of discrimination may be filed with the Court Human Resources Director and/or the appropriate state or federal agency (e.g., Department of Fair Employment and Housing ("DFEH"), Equal Employment Opportunity Commission ("EEOC")). It is the Court's policy to investigate all allegations of discrimination, harassment and retaliation in a thorough and expeditious manner. Any finding by the Court as to whether unlawful discrimination occurred is not grievable since the employee still has the right to obtain a determination of whether discrimination occurred from the DFEH/EEOC (and ultimately, through a lawsuit filed in a state or federal court). However, any failure by the Court to investigate an employee's claim of unlawful discrimination *shall* be grievable.

Section 5. Communication

The parties agree that all employees shall be treated with dignity and respect. To that end, managers, supervisors, and line workers will each have an obligation of mutual respect. This shall not prevent a manager or supervisor from providing training or correction to workers and shall not prevent a line worker from responding on their own behalf or offering their personal opinion on the subject under discussion. However, each is expected to do so in a civil manner and without name-calling or demeaning tone. Correction or performance, when given by a supervisor, shall normally be done in private.

Section 6. Salaries

6.1 Salary Ranges and Rates of Pay

The salary ranges for all workers in the aforementioned representation units shall consist of six (6) steps, A through F, as set forth in the exhibit entitled "Bargaining Unit Wage Rates," which is attached hereto and made a part hereof. The new rates shall apply to new employees hired on or after January 1, 2013 or the date this successor MOU is ratified by both parties, whichever occurs first.

With respect to current employees, the effect of the new wage rates will be to increase the hourly wage rates for all current employees except those already at top step. For example, a current Deputy Court Clerk I who was at Step "C" under the old wage rates will be at Step "D" under the new wage rates; his/her hourly rate will increase from \$21.64 per hour to \$22.15 per hour.

The rates of pay set forth in the attached exhibit entitled "Bargaining Unit Wage Rates" represent for each classification the standard biweekly rate of pay for full-time employment, unless the schedule specifically indicates otherwise. The rates of pay set forth in the exhibit represent the total

compensation due workers, except for overtime compensation and other benefits specifically provided for by the Court Executive Officer or by this MOU.

The rates of pay set forth in the exhibit do not include reimbursement for actual and necessary expenses for traveling, subsistence, and general expenses authorized and incurred incident to Court employment.

6.2 Entrance Salary

Except as herein otherwise provided, the entrance salary for a new worker entering Court service shall be the minimum salary for the class to which he/she is appointed. When circumstances warrant, the Court Executive Officer may, upon recommendation of the Court Human Resources Director, approve an entrance salary which is more than the minimum salary. The Court Executive Officer's decision shall be final. Such a salary may not be more than the maximum salary for the class to which the worker is appointed unless such salary is designated as a "Y" rate by the Court Executive Officer.

6.3 Salary Step Increases

Permanent and probationary workers serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes as follows. A step shall be defined as 4.5%, and all references to a "step" in this agreement are understood to equate to 4.5%. All increases shall be effective at the beginning of the next full pay period.

- (1) After completion of 1040 regular hours of satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the worker shall be advanced to the next higher step in the salary schedule for the classification. If a worker is appointed at a step higher than the first step of the salary range for that class, the first merit increase shall be after completion of 2080 regular hours of satisfactory service.
- (2) After the completion of 2080 regular hours of satisfactory service in each of the salary steps above A, and upon recommendation of the Court Human Resources Director, the worker shall be advanced to the next higher step in the salary schedule for the classification until the top of the range is reached.
- (3) If the Court verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance a worker to the next salary step on the first pay period when eligible, said advancement shall be made retroactive to the first pay period when eligible. This section also applies to fully flexibly staffed promotions in which case the advancement shall be made retroactive to the first pay period when approved by the appointing authority.
- (4) When recommended by the appointing authority and approved by the Court Executive Officer, workers may receive special merit increases at intervals other than those specified in this Section. The Court Executive Officer's decision shall be final. Changes in a worker's salary due to promotion, upward reclassification, postponement of salary step increase or special merit increase will set a new salary anniversary date for that worker.

- (5) If a worker completes the 1040 or 2080 hours in the middle of a pay period, the worker shall be eligible for an increase as follows:
- if the merit increase period is completed during the first week of a pay period the increase will be effective with the start of the then current pay period.
 - if the merit increase period is completed during the second week of a pay period the increase will be effective with the start of the next pay period.

6.4 Salary Anniversary Dates

Workers who are rejected during the probationary period and revert to their former classification shall return to the salary anniversary date held in the former class unless otherwise determined by the Court Executive Officer. The salary anniversary date for a worker shall not be affected by a transfer, downward reclassification or a demotion.

A permanent Court worker accepting provisional employment in a higher or different class in the Court or in the County Classified Service, who reverts to his/her former classification, shall retain the salary anniversary date in the former class on the same basis as if there had been no such provisional appointment. Pursuant to an agreement between the County of San Mateo and the San Mateo Superior Court, accepting employment in a higher or different class "in the County Classified Service" will no longer apply effective October 12, 2014.

Salary range adjustments for a classification will not set a new salary anniversary date for workers serving in that classification.

Upon recommendation of the Court Executive Officer, provisional, temporary and extra-help workers shall be advanced to the next higher step in the salary schedule upon completion of the periods of service prescribed in this Section, provided that their service has been satisfactory. Also, continuous service in provisional, temporary, or extra-help capacity shall be added to service in a regular established position for the purpose of determining a worker's salary anniversary date, eligibility for salary increases, as well as vacation and sick leave accrual.

However, such service may not be added if it preceded a period of over 28 consecutive calendar days during which the worker was not in a pay status, except by approval of the Court Executive Officer or except when the worker is absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits.

6.5 Salary Step When Salary Range is Revised

Whenever the salary range for a class is revised, each incumbent in a position to which the revised schedule applies shall remain at the same step as in the previous range.

6.6 Salary Step After Promotion

When a worker is promoted from a position in one class to a position in a higher class and at the time of promotion is receiving a base salary equal to, or greater than, the minimum base rate for the higher class, that worker shall be entitled to the next step in the salary schedule of the higher class which is at least one step above the rate he/she has been receiving, except that the next step shall not exceed the maximum salary of the higher class.

6.7 Salary Step After Demotion

When a worker is demoted, whether such demotion is voluntary or otherwise, that worker's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the Court Executive Officer, whose decision shall be final. However, the Court Executive Officer may provide for a rate of pay higher than the maximum step of the schedule for the worker's classification, and designate such rate of pay as "Y" rate (see Section 5.8). A worker demoted as a result of abolition of position shall be placed at the salary step in the lower classification which most closely approximates (but does not exceed) his/her salary in the higher classification.

If a worker voluntarily demotes to a class previously held, the worker shall be placed at the same step in that class which the worker held last. The worker's service time at such step shall be the same as the service time held at such step previously.

In order to further the movement from lower-level to higher-level careers, a worker taking a voluntary demotion to a classification in the higher series (e.g. Fiscal Office Assistant to Deputy Court Clerk) shall be placed at the salary step in the new salary range which most closely approximates such worker's salary in the prior class.

6.8 Reclassification of Position

A worker in a position reclassified to a lower class shall have the right of either (1) transferring to a vacant position in his/her present class in the same or another County department, provided the head of the County department into which the transfer is proposed agrees, or (2) continuing in the same position in the lower class at a "Y" rate of pay when the incumbent's pay is higher than the maximum step of the salary range for the lower class.

6.9 "Y" Rate Process Upon Reclassification

When a worker is reclassified downward, he/she shall continue in his/her present salary range, with cost of living adjustments, for two years, at which point the worker's salary shall be frozen ("Y" - rated) until the salary assigned to the lower class equals or exceeds such "Y" rate. The "Y" rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

Section 7. Days and Hours of Work

The standard workweek for workers occupying full-time positions consists of 40 hours unless otherwise specified by the Court Executive Officer. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County. Workers occupying part-time positions shall work such hours and schedules as the Court Executive Officer and the appointing authority shall prescribe.

7.1 Out-of-Town Weekend Work Assignments

Any worker who is assigned work that requires him or her to be out of town on one or more weekend days shall be compensated as follows:

1. \$50.00 per day for each weekend day (Saturday and/or Sunday) the worker is out of town.

2. Regular and/or overtime compensation as provided in the MOU for each hour actually worked during such assignments, subject to usual pre-approval requirements.
3. Travel time for such assignments shall be compensated at actual time traveled portal to portal, at one and one-half time, when travel occurs outside of the worker's regular work schedule.

7.2 Work Breaks

Full-time workers are allowed one twenty-minute rest break prior to and after their mid-shift meal break. Part-time workers are allowed one twenty-minute rest break during any four hour work shift. For most workers, this equates to a lunch break and two rest breaks - one in the morning and one in the afternoon. The twenty-minute rest breaks are paid, the mid-shift meal break is not.

Unusual circumstances may occasionally occur that do not allow workers to be released for rest breaks. Rest breaks cannot be accumulated or "banked" for the purpose of taking longer breaks or leaving work early. If rest breaks are not taken, they are lost. Meal breaks must be no less than 1/2 hour, and cannot be skipped to reduce the work day.

7.3 Alternative and Flexible Work Schedules

The Court agrees that the availability of alternative/flexible work schedules is a valuable benefit to workers in that they promote job satisfaction while also reducing traffic congestion and air pollution.

The parties agree to work together to achieve the many benefits of Transportation Systems Management. To that end, the parties agree that, at the request of either party, the parties shall meet and confer regarding the establishment of alternative work schedules (4/10, 9/80, flex time, job sharing, etc.), voluntary time off, expansion of the telecommuting prototype, and other related issues.

The Court may, on a division-by-division or unit-by-unit basis, offer alternative workweek options. Such options may include, but are not limited to, 4/10 workweek, 9/80 scheduling, flexible schedules and job sharing. Should a division agree to enter into an alternative workweek agreement, the Court, except in cases of emergency as provided below, also agrees to meet with the Union as soon as any problems with the alternative schedules are identified. Except in cases of emergency, alternative schedules shall not be discontinued without such a meeting taking place. In all decisions regarding alternative work schedules, the Court Executive Officer's decision is final.

In cases of emergency, when the foregoing procedure is not practical or in the best public interest, the Court may adopt or put into practice immediately such measures as required. At the earliest practicable date thereafter, the Union shall be provided with the notice described in the preceding paragraph, and be given an opportunity to meet with the appropriate management representative(s).

7.4 Voluntary Time Off

Full-time, permanent workers may request a reduction in their work hours by 1%, 2%, 3%, 4%, 5%, 10% or 20% through the Voluntary Time Off (VTO) Program as described in the Court's Voluntary Time Off Policy as summarized herein. Workers may apply for the VTO Program at any time during the year. Application forms shall be made available through Court Human Resources.

Approved applications for enrollment received after April 1st of each year will be effective the first pay period in July of that year. Approved applications received prior to April 1st will be effective the pay period following receipt of approved applications in the Court Human Resources Department.

Participating workers shall be considered to be in a full-time pay status and the voluntary reduction in work hours will have no effect on the following benefits:

- Health Insurance Coverage
- Basic Life Insurance
- Pay for Work-Out-Of-Class
- Probationary Period
- Supplemental Life Insurance
- Dental Insurance Coverage
- Short Term Disability
- Step Increases
- Seniority

There will be no effect on accrual of vacation, sick leave and holidays; however, all regular or normal time taken off during the program for vacation, sick leave, holiday, or compensatory time will be compensated at the reduced hourly rate.

The following benefit areas may be impacted by VTO under the following circumstances:

Overtime: Overtime compensation will not begin until after forty (40) hours have been worked during any one work week, and voluntary time off shall not be considered as time worked when determining eligibility for overtime compensation.

Long Term Disability: Because the Long Term Disability Plan is based on the worker's salary, the reduced work hours and/or the corresponding reduced salary may lower the premiums and the benefits derived.

Retirement: VTO does not impact years of service, but may impact calculation of compensation. Workers should contact the Retirement Office for detailed information.

All applications are subject to approval by the Court Executive Officer whose decision is final.

Section 8. Overtime

8.1 Authorization

All compensable overtime must be authorized by the Court Executive Officer or his/her designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Overtime worked must be in the job classification in which the person is regularly employed or in a classification for which the worker is authorized higher pay for work in a higher classification.

8.2 Definition

Any authorized time worked in excess of the 40 hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half (1 1/2) times the overtime worked, whether compensated by monetary payment or by the granting of compensatory time off.

Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked unless monetary payment at a different rate is prescribed for a worker covered by the Fair Labor Standards Act. For purposes of determining eligibility for overtime compensation any absence with pay shall be considered as time worked. Effective January 1, 2007, for purposes of determining eligibility for overtime compensation, paid sick leave shall no longer be considered as time worked. The smallest increment of working time that may be credited as overtime is 6 minutes. Portions of 6 minutes worked at different times shall not be added together for the purpose of crediting overtime. Overtime shall be calculated from the worker's base pay only unless monetary payment at a different rate is prescribed for a worker covered by the Fair Labor Standards Act.

8.3 Work Groups

The Court Executive Officer shall allocate all job classifications to the following described work groups for purposes of determining categories of workers to be compensated by monetary payment or by compensatory time off. The decision of the CEO shall be final; provided, however, that prior to changing the work group of an existing classification covered by this MOU the CEO shall notify the Union of the contemplated change and if requested, discuss with the Union the reasons for the work group change.

- (1) Work Group 1: All workers covered by the Fair Labor Standards Act shall be allocated to Work Group 1. Workers in Work Group 1 may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the worker. Compensatory time off which accrues in excess of 80 hours must be liquidated by monetary payment. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked.
- (2) Work Group 2: Workers in Work Group 2 may be compensated for overtime worked only by being allowed compensatory time off. No more than two hundred forty 240 hours of such compensatory time off may be accumulated at any one time. When an employee in Work Group 2 is separated from Court service, his/her remaining compensatory time shall be added to his/her final compensation.

Note: Work Groups 3 and 4 pertain to workers not covered by this MOU.

- (3) Work Group 5: Workers in Work Group 5 are exempted from the Fair Labor Standards Act and may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the worker. Compensatory time off which accrues in excess of 80 hours must be liquidated by monetary payment.

Notwithstanding the allocation of job classes to work groups, any worker covered by the Fair Labor Standards Act shall be compensated in accordance with the Act.

Should the Court, through some future Federal ruling, be exempted from the Fair Labor Standards Act, the Court shall then revert to the base rate for the computation of overtime.

8.4 Call Back Minimum

Workers required to report back to work during off-duty hours shall be compensated for a minimum of 3 hours of overtime.

8.5 Compensatory Time Off

Utilization of compensatory time off shall be by mutual agreement between the appointing authority and the worker.

The smallest increment of compensatory time which may be taken off is 6 minutes.

8.6 Scheduled Workday

Workers covered by this MOU will not have a scheduled workday reduced in whole or in part to compensate for time which they are ordered to work in excess of another regularly scheduled workday.

Section 9. Differentials

- 9.1 (1) Shift differential pay is defined as pay at a rate that is 8% above the worker's base pay.
- (2) Notwithstanding paragraph (1) above, the biweekly shift differential pay for full-time workers shall be at least \$20.00 above the worker's base pay, to be prorated for part-time workers.
- 9.2 Full-time workers assigned to work a shift of 8 hours or more that starts between 2:00 p.m. and 3:00 a.m. shall be paid shift differential rates for all hours worked during such shift. For employees working 8 hour shifts which extend beyond 6:00 p.m., shift differential shall be paid for all hours after 6:00 p.m. This provision applies only to employees who are assigned to work past 6:00 p.m., not those who opt to do so.
- 9.3 A split shift is defined as a normal daily shift which is worked over a span of more than 9 consecutive hours. Workers required by proper authority to work a split shift shall be paid \$3.00 per each split shift worked in addition to all other compensation.
- 9.4 Deputy Court Clerk IIs will be paid a 5% differential on the days they work as a Courtroom Clerk.
- 9.5 Court Reporters who successfully complete the CRR exam will be reimbursed for the cost of the examination. Employees will submit an Expense Request form with proof of payment and passing to Court Human Resources for processing.
- 9.6 Court Reporters shall receive a 5% differential on days they provide Communication Access Realtime Translation (CART) services for the hearing impaired public. The differential shall only be paid on the days when CART is provided through an official request. The written request must be submitted to Court Human Resources so that the payment can be processed.

Section 10. Application of Differentials

If a worker has been receiving a differential or pay for work-out-of-class as provided in this MOU or in the Court Personnel Rules for 30 or more calendar days immediately preceding a paid holiday, or the commencement of a vacation or the commencement of a paid sick leave period, or compensatory time off, as the case may be, the applicable differential shall be included in such worker's holiday pay, vacation pay, paid sick leave or paid compensatory time.

Section 11. On-Call Duty

When warranted and in the interest of the Court, the Court Executive Officer may assign workers to on-call status. Compensation for on-call duty shall be computed as follows:

Workers shall be paid an hourly rate of \$4.40 for time in which they are required to be in an on-call status, unless otherwise provided below.

Workers receiving call-back pay shall not be entitled to on-call pay simultaneously.

Section 12. Bilingual Pay

A salary differential of \$50.00 biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the Court Executive Officer.. Said differential shall be prorated for workers working less than full-time or who are in an unpaid leave of absence status for a portion of any given biweekly pay period. Bilingual pay for workers where at least 50% of the workload is comprised of non-English speaking clients shall be \$65.00 biweekly.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the Court and the decision of the Court Executive Officer is final. The Union shall be provided listings of workers receiving bilingual pay twice a year.

12.1 Hiring and Selection

The Court will continue to recruit and hire workers based on a specific need for bilingual skills.

12.2 Testing

All workers hired to fill positions requiring bilingual skills will be tested for bilingual proficiency. Present workers may be certified by the appointing authority as possessing sufficient bilingual skills to be appointed to a bilingual pay position; provided, however, nothing herein precludes the Court from requiring that said workers be tested. Requests by workers to be tested for bilingual skill proficiency will be referred to the Court Human Resources Department.

12.3 Continued Use of Bilingual Language Skill

Workers hired to fill positions requiring bilingual skills may be required to remain in bilingual pay positions. Nothing herein precludes any of the above specified workers from promoting to higher classifications.

12.4 Transfers

Transfers of workers occupying bilingual pay positions shall be in accordance with Court policy and practice and shall not be in violation of the MOU. It is recognized that utilization of a bilingual skill may be the sole reason for transfer in order to meet a specific Court need.

12.5 Review

The number and location of bilingual pay positions shall be periodically reviewed by management. If the number of filled positions in a specific division or geographical location is to be reduced, workers will be given reasonable notice prior to loss of the bilingual pay differential.

12.6 Administration

Administration of the bilingual pay plan will be the overall responsibility of the Court Human

Resources Department. Any disputes concerning the interpretation or application of the bilingual pay plan shall be referred to the Court Executive Officer whose decision shall be final.

Section 13. Mileage Reimbursement Policy

Except where indicated below, the Court does not reimburse workers for home to work and work to home travel. Any disputes concerning the interpretation or application of the mileage reimbursement policy shall be referred to the Court Executive Officer whose decision shall be final. The rate at which mileage is reimbursed shall be set by the Administrative Office of the Courts (AOC).

Definition of Regular Work Location: The Court or County facility(ies) where the Court is operating or designated area(s) within the Court or County where a worker reports when commencing his/her regularly assigned functions.

Any Court or County facility(ies) or designated area(s) to which a worker is assigned for a period in excess of 20 consecutive work days shall ordinarily be considered a regular work location and, as such, not subject to employee mileage reimbursement. Temporary assignments which extend beyond 20 days may be considered for a mileage reimbursement eligibility extension not to exceed a total of twenty (20) additional work days. All approval authority for extensions rests with the Court Executive Officer whose decision shall be final.

A worker is entitled to mileage reimbursement under the following conditions:

1. Once a worker arrives at his/her regular work location, any subsequent work related travel in the worker's own vehicle shall be eligible for mileage reimbursement.
2.
 - a) If a worker uses his/her own vehicle for travel to and from any required training program or conference, the worker shall be entitled to mileage reimbursement for all miles traveled unless the worker is leaving directly from his/her residence, in which case the total shall be less the normal mileage to or from the worker's regular work location.
 - b) If a worker uses his/her own vehicle for travel to and from any optional work related training program or conference the worker may, with department head approval, be eligible for mileage reimbursement up to the limits specified in paragraph "a" above.
3. A worker who is required to travel from his/her residence to a location other than his/her regular work location shall be entitled to mileage reimbursement for all miles traveled less the normal mileage to or from his/her regular work location.

Example: A worker lives in Burlingame and regularly works in San Mateo - distance home to work is 8 miles. Due to an early meeting the worker must travel from home to Redwood City (21 miles). The worker is entitled to 13 miles of reimbursement. This figure is arrived at by subtracting 8 miles (normal mileage from home to work) from 21 miles (home to Redwood City).

4. A worker who is required to engage in any work related travel at the conclusion of which the worker's work day will be completed shall be entitled to mileage reimbursement for all miles traveled less the normal mileage from the regular work location to his/her residence.

Example: A worker lives in Palo Alto and regularly works in Redwood City - distance home to work is 13 miles. The worker has a meeting at Hayward (31 miles) which ends at 5:00 p.m. and therefore, the worker will go directly home (31 miles). The worker is entitled to 18 miles of reimbursement. This figure is arrived at by subtracting 13 miles (normal mileage from home to work) from 31 miles (distance from Hayward to home).

Exceptions to the above policy may be considered on a case by case basis by the Court Executive Officer, whose decision shall be final.

Section 14. Tuition Reimbursement

The Court may reimburse workers for tuition and related fees paid for courses of study taken in off-duty status if the subject matter is closely related to the worker's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Court's Finance Director with the Court Executive Officer's concurrence. There must be a reasonable expectation that the worker's work performance or value to the Court will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above criteria. The worker must both begin and successfully complete the course while employed by the Court.

The worker must apply on the prescribed form to the Court Human Resources Director or designee, giving all information needed for an evaluation of the request. The Court Human Resources Director or designee shall recommend approval or disapproval and forward the request to the Court Executive Officer whose decision shall be final.

In order to be reimbursed the worker's application must have been approved by the Court Executive Officer or designee before enrolling in the course. If a course is approved and later found to be unavailable a substitute course may be approved after enrollment.

Upon completion of the course the worker must submit to Court Human Resources a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. Court Human Resources shall, if it approves the request, forward it to the Court's fiscal office for payment. Reimbursement may include the costs of tuition and related fees. The Court will reimburse up to \$25.00 per course for books under conditions specified in the Tuition Reimbursement program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

Section 15. Resignation and Reinstatement

A probationary or permanent worker who has resigned in good standing or accepted a voluntary demotion may, within 2 years following the effective date of the resignation or voluntary demotion, request that the Court Executive Officer or Court Human Resources Director place his/her name on the reinstatement eligible list for any classification for which he/she is qualified. Additionally, workers who occupy positions which the Court Executive Officer has determined are at risk of being eliminated may be placed on appropriate reinstatement lists prior to the anticipated date of layoff. This list may be considered by the hiring authorities in addition to either the promotional eligible or general lists but cannot take precedence

over the general reemployment eligible lists.

Section 16. Layoff and Reemployment

16.1 Definition of Layoff

The Court Executive Officer may lay off workers because of lack of work, lack of funds, reorganization, or otherwise when in the best interests of the Court.

16.2 Notice of Layoff

The Court Executive Officer will give at least fourteen (14) days advance written notice to workers to be laid off except in an emergency situation in which case the Court Executive Officer may authorize a shorter period of time.

The Court will allow employees who are being laid off to use a reasonable amount of their accrued leave time in order to search for a new job.

16.3 Precedence by Employment Status

No permanent worker shall be laid off while workers working in extra-help, temporary, provisional, or probationary status are retained in the same classification unless that worker has been offered the extra-help, temporary, or provisional appointment. The order of layoff among workers not having permanent status shall be according to the following categories:

- (1) Extra-Help
- (2) Temporary
- (3) Provisional
- (4) Probationary - among probationary workers in a classification, order of layoff shall be by reverse order of seniority as determined by total continuous Court and County service, not continuous time in that probationary period.

16.4 Seniority

Layoffs shall be by job class, within the Court according to reverse order of seniority as determined by total continuous Court and County service, except as specified above. For workers within the Court, all Court service time counts in determining seniority within the Court. If a worker transfers or otherwise moves from the Court to a County position, or if a worker transfers or otherwise moves from a County position to the Court, only the workers time in the Classified service counts in determining seniority for purposes of layoff.

The following provisions shall apply in computing total continuous service:

- (1) Time spent on military leave, leave to accept temporary employment outside the Court and leave to accept a position in the County's unclassified service shall count as Court/County service.
- (2) Periods of time during which a worker is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that worker's seniority rights.

- (3) Time worked in an extra-help status shall not count as Court/County service.
- (4) Time worked in a permanent, probationary, provisional, or temporary status shall count as Court/County service. Part-time status shall count at the rate of one year of continuous employment for each 2080 straight-time hours worked.

If two (2) or more workers have the same seniority, the examination scores for their present classification shall determine seniority.

16.5 Bumping by Non Unit Members

No SEIU unit member shall be bumped out of their position by a non-unit member during any reductions in force that take place between the date of ratification of this MOU and June 30, 2014.

16.6 Procedures

- (1) A displaced full-time worker will be reassigned to any full time vacancy in his/her classification in the Court. A displaced part-time worker will be reassigned to any part – time vacancy in his/her classification in the Court.
- (2) If no vacancy matching the worker’s full-time or part-time status exists in the worker's classification in the Court, a worker shall have the following options:
 - (a) He/she may take the longest standing vacancy, County-wide, in his/her classification in another department, or
 - (b) He/she shall have the right to interview for any other vacancies, County-wide, in his/her classification, or other classifications for which he/she has bumping rights. Workers who choose this option shall have a list of all such vacancies provided by the County. The County will arrange for interviews for vacancies in which the worker is interested.
- (3) Workers who are notified they will be laid off shall have any of the following three choices:
 - (a) Taking a voluntary demotion within the Court to any classification, at the worker's discretion, in which the worker had prior probationary or permanent status provided such a position is held by a worker with less seniority.
 - (b) On a Court/County-wide basis, displacing the worker in the same classification having the least seniority in Court or County service. For the purpose of such Court/County-wide move, Court and County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.

The two-thirds (2/3) rule in this subpart (b) and subpart (c) below only applies to the computation for movement between the Court and County departments. Total seniority is retained by the worker in his/her new assignment.

- (c) On a Court/County-wide basis, taking a voluntary demotion to any classification, at the worker's discretion, in which the worker had prior probationary or permanent status provided such a position is held by a worker with less seniority. For the

purpose of such Court/County-wide move, Court and County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.

- (4) Displaced workers may request the Court and San Mateo County Human Resources Director place their name on the promotional eligible list or open eligible list for any classification for which, in the Court Executive Officer or Director's opinion, the worker is qualified. The worker's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 16.3.
- (5) A worker may, with the approval of the Court Executive Officer and/or the County Human Resources Director and the gaining department head, demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.
- (6) At the sole discretion of the Court Executive Officer in conjunction with the County Human Resources Director, a worker may be allowed to transfer and displace a less senior worker in a position in which he/she had prior probationary or permanent status and which the Director determines is equivalent with respect to duties and responsibilities to the position the worker presently occupies.
- (7) A transfer, for layoff purposes, is defined as a change from one position to another in the same class or in another class, the salary range of which is not more than 10% higher.
- (8) Part-time workers shall not displace full-time workers, unless the part-time worker has held full-time status in the class.
- (9) In addition to all other options, workers in classes at risk of being eliminated, as determined by the Court Executive Officer, may also be placed on the reinstatement list.

16.7 Names of Workers Laid Off to be Placed on Reemployment and General Eligible Lists

The names of workers laid off shall be placed on reemployment eligible lists as hereinafter specified. Former workers appointed from a reemployment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed workers shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The Court reemployment eligible list for each class shall consist of the names of workers and former workers with probationary or permanent status who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority as specified in Section 16.3. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the worker worked.

The general reemployment eligible list for each class shall consist of the names of workers and former workers with probationary or permanent status who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be

determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a County-wide basis.

The provisions of this subsection 16.6 shall not apply to workers who have accepted severance pay upon termination of employment.

16.8 Abolition of Position

The provisions of this Section 16 shall apply when an occupied position is abolished.

Section 17. Severance Pay

17.1 If a worker's position is abolished and he/she is unable to displace another Court or County worker as provided in Section 15, or if that worker is unable to move into a vacant position, he/she shall receive reimbursement of one week of pay for each full year (2080 hours) of regular service to the County/Court, up to a maximum of ten (10) weeks of pay and 50% of the cash value of his/her unused sick leave; provided, however that such worker shall be eligible for reimbursement only if he/she remains in the service of the Court until his/her services are no longer required by the Court Executive Officer.

17.2 Severance pay as described in Section 17.1 shall not be denied because a worker refuses to take a position requiring 29 hours or less work per week.

17.3 The Court will pay the Court premium for six (6) months of medical coverage only for workers who are laid off. This coverage is contingent on the following conditions;

1. The worker has not refused a Court/County job offer.
2. The worker is unemployed.
3. The worker continues to pay their share of the premium.

Section 18. Holidays

18.1 Regular full-time workers in established positions shall be entitled to take all authorized holidays at full pay, not to exceed 8 hours for any one day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time workers shall be entitled to holiday pay, not to exceed 8 hours for any one day, in proportion to the average percentage of hours worked during the two pay periods without holidays immediately preceding the pay period which includes the holiday.

18.2 The holidays for the Court are:

- | | | |
|-----|---------------------------|-------------------------------------|
| (1) | January 1 | (New Year's Day) |
| (2) | Third Monday in January | (Martin Luther King, Jr's Birthday) |
| (3) | February 12 | (Lincoln's Birthday) |
| (4) | Third Monday in February | (Presidents Day) |
| (5) | March 31 | (César Chávez Day) |
| (6) | Last Monday in May | (Memorial Day) |
| (7) | July 4 | (Independence Day) |
| (8) | First Monday in September | (Labor Day) |
| (9) | Second Monday in October | (Columbus Day) |

- (10) November 11 (Veterans Day)
- (11) Fourth Thursday in November (Thanksgiving Day)
- (12) Friday following Thanksgiving Day
- (13) December 25 (Christmas)
- (14) Every day appointed by the President of the United States or the Governor of the State of California to be a day of public mourning, thanksgiving, or holiday. The granting of such holidays shall be at the discretion of the Court Executive Officer.

If the legislature or the Governor appoints a date different from the one shown above for the observance of one of these holidays, then the Court shall observe the holiday on the date appointed by the Legislature or the Governor.

- 18.3 If one of the holidays listed above falls on Sunday the holiday will be observed on Monday. If one of the holidays listed above falls on a Saturday the holiday will be observed on the preceding Friday.
- 18.4 If any of the holidays listed above falls on a day other than Saturday or Sunday and the worker is not regularly scheduled to work that day, or if a worker is required to work on a holiday, he/she shall be entitled to equivalent straight time off with pay. This equivalent time off is limited to 120 hours with any time earned in excess of 120 hours cashed out at the equivalent straight time rate. If a worker leaves Court service with accrued holiday hours, those hours will be cashed out. Workers working on a holiday shall be compensated for such time worked at the rate of one and one-half (1 1/2) times the straight-time rate. This compensation may, at the worker's option, be in the form of overtime pay or compensatory time off, but not a combination of the two.

Section 19. Election Days

The Court does not intend to prohibit workers from being absent from work on election days if workers can charge such time off to accumulated vacation, or compensatory time. Every effort will be made to grant their requests unless the absences would be likely to create serious problems in rendering proper services to the public.

Section 20. Vacations

20.1 Vacation Accruals

Workers, excluding extra-help or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedule. Part-time workers except extra-help shall be entitled to vacation accruals on a pro-rated basis.

- (1) During the first 5 years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked (0.05 hours per hour worked).
- (2) After the completion of 5 years of continuous service, vacation will be accrued at the rate of 4.9 hours per biweekly pay period worked (0.06125 hours per hour worked).
- (3) After the completion of 10 years of continuous service, vacation will be accrued at the rate of 5.9 hours per biweekly pay period worked (0.07375 hours per hour worked).

- (4) After the completion of 15 years of continuous service, vacation will be accrued at the rate of 6.5 hours per biweekly pay period worked (0.08125 hours per hour worked).
- (5) After the completion of 20 years of continuous service, vacation will be accrued at the rate of 6.8 hours per biweekly pay period worked (0.085 hours per hour worked) .
- (6) After completion of 25 years of continuous service, vacation will be accrued at the rate of 7.4 hours per biweekly pay period worked (0.0925 hours per hour worked).
- (7) No worker will be allowed to accumulate more vacation hours than they earn over 52 biweekly pay periods vacation accrual to his/her credit at any one time.
- (8) No vacation will be permitted prior to completion of 13 biweekly pay periods of service.
- (9) Vacation may be used in increments of 6 minutes.
- (10) Extra-Help do not accrue vacation credits, except that prior extra-help service shall be included with service in a regular established position in computing vacation allowance for the purpose of this Section. Such service as extra-help may not be included if it preceded a period of over 28 consecutive calendar days during which the worker was not in a pay status, except if approved by the Court Executive Officer.

20.2 Vacation Schedule

A. The time at which workers shall be granted vacation shall be at the discretion of their supervisor. Length of service and seniority shall be given consideration in scheduling vacations and in giving preference as to vacation time. In the event a worker's request to take vacation is denied, the worker may appeal the denial to his/her manager. If the worker's manager upholds the denial, the worker may then appeal the denial to the Human Resources Director. The Human Resources Director or designee will investigate the grounds for denial of the request to determine whether the denial was in fact based on objective, operational needs. The decision of the Human Resources Director or designee shall be final.

B. When a worker is at the maximum accrual amount and his/her request to take vacation is denied, he/she may appeal in the same manner as set forth in subsection 20.2.A above. However, in the event the Human Resources Director upholds the denial, the worker may then appeal the denial to the Court Executive Officer, whose decision shall be final.

C. The Court agrees to provide maximum vacation accrual limits on workers' paychecks.

20.3 Vacation Allowance for Separated Workers

When a worker is separated from Court service his/her remaining vacation allowance shall be added to his/her final compensation.

20.4 One-Time Vacation Accruals Cash-Out

In October, 2013 all SEIU represented employees may request to cash out up to forty (40) hours of their vacation accruals as long as the employee has a balance of at least eighty (80) hours at the time of the request. Payment will be in December, 2013. This provision sunsets on December 27, 2013.

Section 21. Sick Leave

21.1 Accrual

All workers, except extra-help, shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work (0.04625 hours per hour worked). Such accrual shall be prorated for any worker, except extra-help, who work less than full time during a pay period. For the purpose of this Section absence in a pay status shall be considered work.

21.2 Usage

Workers may use sick leave accruals up to a maximum of the time accrued, under the following conditions:

- (1) The worker's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from as determined by a licensed health care professional.
- (2) The worker's receipt of required medical or dental care or consultation.
- (3) The worker's attendance on a member of the immediate family who is ill – parents, step-parent, spouse, domestic partner, son, daughter, sibling, stepchildren, mother-in-law, father-in-law, grandparents or grandchildren, any person who acted “in loco parentis” for the employee (i.e. undertook the care and custody of the employee in the absence of the employee’s natural parents, but without formal legal approval).

21.3 Procedures for Requesting and Approving Sick Leave

Workers are expected to provide as much notice as possible to their supervisors if requesting to use sick leave accruals for other than urgent, previously unknown or unanticipated qualifying incidents.

Requests for use of sick leave accruals for anticipated future need shall be provided in the same way as the worker would request use of vacation accruals. The request method may differ by department. No worker is expected or required to divulge confidential medical information but must indicate date, time and duration of need if known.

If a worker is absent three (3) or more working days because of illness or injury the supervisor may request a physician’s statement as long as the supervisor requests the statement prior to the worker’s return to work. In addition, if the supervisor has reason to believe that the worker was not ill as stated, the supervisor may request a physician’s statement as long as the supervisor requests the statement prior to the worker’s return to work.

Workers who are absent from work because of illness or injury shall not be disciplined because they are unable to provide a physician's certificate when said document has not been requested prior to the worker's return to work.

A worker who has exhausted his/her accrued sick leave balance may use other accrued leaves (vacation, comp time, holiday credits), in lieu of sick leave which meets the criteria specified in Section 21.2, unless such worker has been documented by management for attendance problems within the last 4 months, in which case such other leaves may only be used for pre-scheduled and

pre-approved medical and dental appointments. The use of such leave in lieu of sick leave is subject to all other provisions of Section 21.

If a worker has had an excessive number of unplanned absences, he/she may be placed on a leave restriction plan. Workers shall not normally be placed on leave restriction unless they have first received an oral warning that their attendance is of concern. If a worker is placed on leave restriction, the supervisor will meet with the worker (with a union representative if the worker so chooses), and will be provided with a written statement articulating the reason for the leave restriction, as well as the length of time his/her attendance is to be monitored. Material relating to the unplanned absences will be made available to the worker. The decision to place a worker on a leave restriction plan is not grievable.

21.4 Accounting for Sick Leave

Sick leave may be used in increments of 6 minutes.

21.5 Credits

When a worker who has been working in an extra-help category is appointed to a permanent position he/she may receive credit for such extra-help period of service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than 28 consecutive calendar days in which a worker was not in a pay status.

If a worker with unused sick leave accrued is laid off and later reemployed in a permanent position, such sick leave credits shall be restored upon reemployment provided that the worker did not accept payment for any sick leave accruals upon separation.

21.6 Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination, that a worker is not capable of properly performing his/her duties, he/she may require the worker to absent himself/herself from work until the incapacity is remedied. During such absence the worker may utilize any accumulated sick leave, vacation, holiday and compensatory time.

21.7 Use of Sick Leave While on Vacation

A worker who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the worker:

- (1) was hospitalized during the period for which sick leave is claimed, or
- (2) received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or
- (3) was preparing for or attending the funeral of an immediate family member.

No request to be paid for sick leave in lieu of vacation will be considered unless such request is made within 10 working days of the worker's return and the above substantiation is provided within a reasonable time.

21.8 Sick Leave During Holidays

Paid holidays shall not be considered as part of any period of sick leave, unless the worker is scheduled to work on that holiday.

21.9 Catastrophic Leave Program

(a) Purpose

The Catastrophic Leave Policy is designed to assist workers who have exhausted paid time credits due to serious or catastrophic illness, injury or condition of the worker or his/her family. This policy allows other workers to make voluntary grants of time to that worker so that s/he can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

(b) Program Eligibility

Leave credits may voluntarily be transferred from one or more donating workers to another receiving worker under the following conditions:

1. The receiving worker is a permanent full or part-time worker whose participation has been approved by Court Human Resources;
2. The receiving worker and/or the worker's family member has sustained a life threatening or debilitating illness, injury or condition. (The Court Executive Officer may require that the condition be confirmed by a doctor's report.);
3. The receiving worker has exhausted all paid time off;
4. The receiving worker must be prevented from returning to work for at least 30 days and must have applied for a medical leave of absence.

(c) Transferring Time

1. Vacation and holiday time may be transferred by workers in all work groups. Compensatory time may be transferred by workers in work groups 1 and 5.
2. Sick leave may be transferred at the rate of 1 hour of sick leave for every 4 hours of other time (i.e., holiday, vacation, or comp time).
3. Donated time will be converted from the type of leave given to sick leave and credited to the receiving worker's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving worker.
4. Donations must be a minimum of 8 hours and, thereafter, in whole hour increments.
5. The total leave credits received by the worker shall normally not exceed three months; however, if approved by the Court Executive Officer, the total leave credits received may be up to a maximum of six months.
6. Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating worker and approved by the Court Human Resources Director. Once posted, these donations are irrevocable except as described in paragraph 7 below.

7. In the event of the untimely death of a Catastrophic Leave recipient, any excess leave will be returned to the donating workers on a last in/first out basis (i.e., excess leave would be returned to the last worker(s) to have donated).

(d) Appeal Rights

Workers denied participation in the program by the Court Human Resources Director may appeal the decision to the Court Executive Officer whose decision shall be final.

21.10 Sick Leave for Child Birth and Adoption

Workers may use up to 30 working days of accrued sick leave following the birth of a child to their spouse or when adopting a child.

Section 22. Bereavement

22.1 Number of Days Allowed

The Court will provide up to three days paid bereavement leave upon the death of a member of the employee's immediate family. Bereavement leave can be taken on non-consecutive days within the 30-day period following the death.

22.2 Sick Leave in Case of Travel

If the employee's preparation for or attendance at the funeral of a member of the employee's immediate family requires the employee to travel more than 400 miles from his/her place of residence, then the employee may additionally be permitted to use up to a maximum of three (3) days of accrued sick leave for such purpose.

22.3 Definition of "Immediate Family"

For purposes of this section, 'immediate family' includes the parent, step-parents, spouse, domestic partner, child, step-child, sibling, grandparent, grandchild, mother-in-law, father-in-law, grandparents-in-law, son-in-law, daughter-in-law, sibling-in-law, and any person who acted 'in loco parentis' for the employee (i.e. undertook the care and custody of the employee in the absence of the employee's natural parents, but without formal legal approval).

22.4 Substantiation

The Court reserves the right to require substantiation to support a request for bereavement leave (and, under the circumstances set forth in subsection 22.2 above, a request to use accrued sick leave) upon the employee's return to work.

Section 23. Leaves of Absence

23.1 General

Workers shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this MOU. Unless otherwise provided, the granting of a leave of absence also grants to the worker the right to return to a position in the same or equivalent class, as he/she held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the worker intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the Retirement Board a leave may be granted pending decision by that Board. Nothing in this Section 21 shall abridge a worker's rights under the

Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA).

Total Period of Leave: Except for Job Incurred Disability Leaves or medical leave pending Disability Retirement decision, as provided above and in Section 23.4 (2) (c), no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of 26 pay periods.

Approval and Appeals: Requests for leaves should be directed to the employee's direct supervisor who, in consultation with Court Human Resources, will review the time periods requested and make a recommendation to grant or deny the leave based on court business needs. This recommendation will be relayed to the manager or director for further consideration and approval. Where medical certification is required or used as the basis for the need for a leave of absence, Court Human Resources will have the authority to approve the leave. Workers whose leave request is denied may appeal the decision to the Court Executive Officer, whose decision is final.

23.2 Benefit Entitlement for Employees in Leave Without Pay Status

Workers on leaves of absence without pay for more than two biweekly pay periods shall not be entitled to payment of the Court's portion of health, dental, life, or long-term disability insurance premiums, except as provided hereinafter. The entitlement to payment of the Court's portion of the premiums shall end on the last day of two full biweekly pay periods in which the worker was absent. A worker who is granted a leave of absence without pay due to the worker's illness or accident shall be entitled to two biweekly pay periods of the Court's portion of the insurance premiums for each year of Court service or major fraction thereof, up to a maximum of twenty-six biweekly pay periods payment of premiums.

23.3 Seniority Rights and Salary Adjustments

Authorized absence without pay which exceeds twenty-eight consecutive calendar days for either: (1) leave of absence for personal reasons, (2) leave of absence for illness or injury not compensated through Workers' Compensation benefits, or (3) leave of absence to fill an unexpired term in elective office shall not be included in determining salary adjustment rights, or any seniority rights, based on length of employment. Any authorized absence without pay (regardless of length) which begins on or after October 24, 1994, shall not be included in determining salary adjustment rights, or any seniority rights, based on length of employment.

23.4 Job Incurred Disability Leave

(1) Job Incurred Disability Leave With Pay

- (a) Definition: Job incurred disability leave with pay is a worker's absence from duty with pay because of disability caused by illness or injury arising out of and in the course of his/her employment which has been declared compensable under Workers' Compensation Law. Only permanent or probationary workers occupying permanent positions are eligible for job incurred disability leave with pay.
- (b) Payment: Payment of job incurred disability leave shall be at the base pay of the worker, and shall be reduced by the amount of temporary disability indemnity received pursuant to Workers Compensation Law.

- (c) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for job incurred disability leave a worker must submit a request on the prescribed form to his/her department head describing the illness or accident and all information required for the department head to evaluate the request. The worker must attach a physician's statement certifying to the nature, extent, and probable period of illness or disability. No job incurred disability leave with pay may be granted until after the Court, the Court Workers Compensation Adjuster or the State Compensation Insurance Fund has declared the illness or injury compensable under the California Workers Compensation Law and has accepted liability.
 - (d) Length of Job Incurred Disability Leave With Pay: Eligible workers shall be entitled to disability leave for the period of incapacity as determined by a physician, not to exceed a maximum of 90 calendar days for any one illness or injury. Holidays falling within the period of disability shall extend the maximum time allowance by the number of such holidays.
- (2) Job Incurred Disability Leave Without Pay
- (a) Definition: Job incurred disability leave without pay is a worker's absence from duty without Court pay because of disability caused by illness or injury arising out of and in the course of his/her employment which has been declared compensable under Workers Compensation Law. Only permanent or probationary workers occupying permanent positions are eligible for job incurred disability leave without pay. Such leave is taken after the disabled worker has used up allowable job incurred disability leave with pay, as well as accrued credits for sick leave. At the worker's option, vacation and compensatory time-off accruals may also be used.
 - (b) Application for and Approval of Job Incurred Disability Leave Without Pay: The Workers Compensation third party administrator will communicate with Court Human Resources any need for continued leave for a job incurred illness or injury. Such leave will be based on certification of illness/injury and recommendation from a Workers Compensation approved medical provider.

23.5 Leave of Absence Without Pay

(1) General Provisions

- (a) Qualifying: Only permanent or probationary workers occupying permanent positions are eligible for leaves of absence without pay under the provisions of this Section.
- (b) Application for and Approval of Leaves of Absence Without Pay: In order to receive leave without pay, a worker must submit a request on the prescribed form to Court Human Resources describing the reasons for the request and all other information required for evaluation of the request.
- (c) Granting of Leaves of Absence Without Pay: The Court Executive Officer may grant requests for leaves of absence without pay. Denial of requested leave in whole or in part may be appealed by the worker to the Court Human Resources Director, whose

decision shall be final.

- (2) Leaves of Absence Without Pay For Non-Job Incurred Illness or Injury: Leaves of Absence without pay on account of illness or injury which are not job incurred may be granted for a maximum period of 26 full biweekly pay periods. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from. Such leaves will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.
- (3) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay for personal reasons (including but not limited to being employed on a full-time basis by the Union signatory to this MOU) may be granted for a maximum period of 13 full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used; however, a worker may request in case of personal emergency, including an emergency relating to the non-disability portion of maternity leave, that one week's vacation be retained.
- (4) Leaves of Absence Without Pay for Union Work: Leaves of absence without pay to take employment with the Union signatory to this MOU may be granted for a maximum period of 26 full biweekly pay periods upon 45 days advanced written notice from the Union. Workers are entitled to retain any accrued vacation and holiday credits while on such leaves. In the event that workers on approved Union leaves want to continue group benefits coverage (including medical, dental, vision and life insurance) through the Court provided plans, arrangements will be made for the Union to reimburse the Court for the costs associated with continuing such coverage. In the event the employee is in a business-critical position, a meeting will occur between the Union and the Court Executive Officer regarding the feasibility of the release. (ie: if the request were to release the only payroll specialist in the Court, it may not be feasible to release that person with only 45 days notice.) No more than one worker per year will be released for this Leave of Absence.
- (5) Parental Leave: A worker/parent of either sex shall be granted a leave of absence without pay to fulfill parenting responsibilities during the period of one year following the child's birth or one year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for a maximum period of 13 biweekly pay periods. Use of accrued vacation, sick, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave. Workers who must assume custody of a minor will be eligible for parental leave.

23.6 Military Leaves of Absence

The Court shall comply with all state and federal laws governing court employees' military leaves of absence, including but not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended, and the Military and Veterans Code of the State of California, as amended.

23.7 Absence Due To Required Attendance in Court

Upon approval by the Court Executive Officer, a worker, other than extra-help, shall be permitted authorized absence from duty for appearance in Court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (1) Said absence from duty will be with full pay for each full day the worker serves on the jury or testifies as a witness in a criminal case, other than as a defendant or litigant, including necessary travel time. As a condition of receiving such full pay, the worker must remit to the Court Finance Director, through the Court Executive Officer within 15 days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with a worker's usual official duties or in connection with a case in which the Court is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Said absence from duty will be without pay when the worker appears in private litigation not required by work.
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the Court fiscal office.

23.8 Educational Leave of Absence With Pay

Educational leave of absence with pay may be granted to workers under the conditions specified in this Section. In order to be granted educational leave of absence with pay a worker must submit on the prescribed form a request to the appointing authority containing all information required to evaluate the request.

The Court may, after approval of a worker's application, grant a leave of absence with pay for a maximum of 65 working days during any 52 biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to workers with at least thirteen (13) biweekly pay periods of continuous service and who are not extra-help, or temporary. Such leaves will be granted only in cases where there is a reasonable expectation that the worker's work performance or value to the Court will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above described criteria. The workers must agree in writing to continue working for the Court for at least the following minimum periods of time after expiration of the leave of absence:

<u>Length of Leave of Absence</u>	<u>Period of Obligated Employment</u>
44 to 65 workdays	52 biweekly pay periods
22 to 43 workdays	26 biweekly pay periods
6 to 21 workdays	13 biweekly pay periods

23.9 Absence Without Leave

- (1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be considered an absence without leave.
- (2) Absence Without Leave: Absence from duty without leave for any length of time without a satisfactory explanation is cause for dismissal. Absence without leave for 4 or more consecutive days without a satisfactory explanation shall be deemed a tender of resignation.

If within thirty (30) days after the first day of absence without leave a person who has been absent makes an explanation satisfactory to the Court Executive Officer, he/she may reinstate such person.

Section 24. Medical Care

24.1 The Court and covered workers share in the cost of health care premiums.

The Court's premium cost share for Kaiser and BlueShield HMO plans is 85% with the employee paying 15% of the premium.

For BlueShield POS plan, the Court's premium cost share is 75% with the employee paying 25% of the premium.

The Court agrees to issue to each worker a Flexible Spending Account (FSA) "debit card" with a value of \$200 on January 1, 2013 and each January of the term of the MOU.

24.2 For Court workers occupying permanent part-time positions who work a minimum of forty, but less than sixty hours in a biweekly pay period, the Court will pay one-half (1/2) of the medical care premiums described above.

For Court workers occupying permanent part-time positions who work a minimum of sixty, but less than eighty hours in a biweekly pay period, the Court will pay three-fourths (3/4) of the medical care premiums described above.

In either case cited above the Court contribution shall be based on the designation by management of the position as either half-time or three-quarter time, not on the specific number of hours worked.

The Court agrees to adjust the benefit status of part-time workers to conform to the budgeted FTE status of the position they occupy.

24.3 Unless otherwise provided in this MOU, workers hired prior to January 23, 2011 whose employment with the Court is severed by reason of retirement during the term of this MOU shall be reimbursed by the Court for the unused sick leave at time of retirement on the following basis:

For each 8 hours of unused sick leave at time of retirement, the Court shall pay for one month's premium for health or dental coverage for the worker and eligible dependents (if such dependents are enrolled in the plan at the time of retirement). The Court shall not be obligated to contribute in excess of \$420.00 per month for the retired worker to continue health or dental coverage (e.g., if a worker retires with 320 hours of unused sick leave, the Court will continue to pay the health or dental premiums for a period of 40 months). Workers may convert up to 14 hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours (e.g., if a worker converts 12 hours, he/she would be reimbursed \$610.00 instead of \$420.00). The amount to be converted shall be set upon retirement and can be changed annually during open enrollment, or upon a change in family status that impacts the number of covered individuals (e.g., death of spouse, marriage and addition of spouse).

For employees who retire with 20 or more years of service with the Court/County of San Mateo, the \$420 rate will be increased by 4% effective January 1, 2009 and each January 1st thereafter, the rate will be increased by 4%. Such contribution shall not exceed 90% of the Kaiser Employee-Only premium.

For employees who retire with 15 – 20 years of services with the Court/County of San Mateo, the \$420 rate will be increased by 2% effective January 1, 2009 and each January 1st thereafter, the rate will be increased by 2%. Such contribution shall not exceed 90% of the Kaiser Employee-Only premium.

For employees who retire after January 1, 2009 with less than 15 years of service with the Court/County of San Mateo, the conversion rate for each 8 hours of sick leave will be increased to \$440.

Employees hired on or after January 23, 2011 receive \$400 per 8 hours of accrued sick leave. No inflation factor and no conversion at a lower number of hours based on years of service.

Should a retired worker die while receiving benefits under this section, the worker's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

24.4 The Court will provide up to a maximum of 288.6 hours of sick leave (3 years of retiree health coverage) to workers who receive a disability retirement. For example, if a worker who receives a disability retirement has 100 hours of sick leave at the time of retirement, the Court will add another 188.6 hours of sick leave to his/her balance.

24.5 For employees hired prior to January 23, 2011 who retire on or after January 1, 2007 with 20 or more years of service with the Court/County of San Mateo, the 8 hours of sick leave converted for each month's retiree health contribution by the county shall be reduced to 6 hours.

24.6 Employees hired on or after January 1, 2011, whose employment with the Court is severed by reason of retirement during the term of this MOU shall be reimbursed by the Court for the unused sick leave at time of retirement on the following basis:

For each 8 hours of unused sick leave at time of retirement, the Court shall contribute toward one month's premium for health or dental coverage for the worker and eligible dependents (if such dependents are enrolled in the plan at the time of retirement.) The Court shall not be obligated to contribute at a rate in excess of \$400 per 8 hours of unused sick leave per month for the retired worker to continue health or dental coverage (e.g., if a worker retires with 320 hours of unused sick leave, the Court will continue to pay the health or dental premiums for a period of 40 months.)

24.7 Employees who waive retiree health/dental coverage including COBRA rights may, upon retirement, convert each 8 hours of accrued sick leave for \$100. Should this cashout be determined, either through legislative or judicial action, to constitute compensation earnable for retirement purposes, this provision shall become null and void. Effective January 1, 2007, employees will no longer be offered the option of cashing out sick leave if they waive retiree health. However, if it is determined to not create a taxable event and if it does not cause the above retiree health plans to become taxable events,

then employees may exchange unused sick leave at a value of \$100 per 8 hours into an RHSA upon retirement.

- 24.8 The surviving spouse of an active worker who dies may, if he/she elects a retirement allowance, convert the worker's accrued sick leave to the above specified limits providing that the worker was age 55 or over with at least 20 years of continuous service.
- 24.9 Employees who retire having exhausted accrued sick leave prior to retirement will be credited with additional hours of sick leave as follows:
- With at least 10 but less than 15 years of service with the Court/County of San Mateo – 96 hours
 - With at least 15 but less than 20 years of service with the Court/County of San Mateo – 192 hours
 - With 20 or more years of service with the Court/County of San Mateo – 288 hours

24.10 Out of Area

Retirees who live in areas where neither Kaiser nor Blue Shield coverage is available, and who are eligible for conversion of sick leave credits to a Court contribution toward health plan premiums, may receive such contribution in cash while continuously enrolled in an alternate health plan in the area of residence. It is understood that such enrollment shall be the sole responsibility of the retiree. This option must be selected either:

- 1) At the time of retirement, or
- 2) During the annual open enrollment period for the Court's health plans, provided the retiree has been continuously enrolled in one of the Court's health plans at the time of the switch to this option.

Payment to the retiree will require the submission to the Court of proof of continuous enrollment in the alternate health plan, which proof shall also entitle the retiree to retain the right to change back to any Court -offered health plan during a subsequent open enrollment period.

Out-of-area retirees who have no available sick leave credits for conversion to Court payment of health premiums may also select the option of enrollment in an alternate health plan in the area of residence provided that no cash payment will be made to the retiree in this instance. Should such retiree elect this option during an open enrollment period rather than at the time of retirement s/he must have had continuous enrollment in a Court -offered health plan up to the time of this election. Continuous enrollment in the alternate plan will entitle the retiree to re-enroll in a Court -offered health plan during a subsequent open enrollment period.

It is understood that the Court is actively seeking coverage for out-of-area retirees under a nationwide HMO or other health insurance plan and that, should such coverage become available during the term of this MOU, the County will meet with the Union regarding substitution of this plan for the arrangement described in this subsection 24.5. Upon agreement by both the County and employee organizations such new plan will replace the cash option.

- 24.11 The Court/County will implement an RHSA in which all employees may elect to participate.

24.12 Employees may elect to participate in a retiree health program that features a Court/County match in the RHSA. For this program, the Court/County will match employee contributions into the RHSA to a maximum of \$30 each pay period. The Court/County contribution will vest after 10 years of Court/County service. For employees who elect the program, the value of each 8 hours of sick leave upon retirement is set at @200 instead of the amounts set forth in Section 22.3. Employees will not be asked to make an election between this program and the one in Section 22.3 until six months after hire, and will be provided information and counseling on the RHSA program prior to making a choice.

Section 25. Dental Care

The Court shall continue to offer the Delta Dental Plan and the San Mateo County Dental Plan currently in effect until such time as the County changes their plan offerings or the Court offers other comparable coverage for Court employees.

Section 26. Vision Care

The Court shall provide vision care coverage for workers and their eligible dependents. The Court will pay the entire premium for this coverage.

Section 27. Change in Employee Benefit Plans

27.1 The Court agrees to continue all benefits programs at current benefits levels as listed in the MOU and set forth in the related plan documents. If and when the Court determines a need or desire to change health benefits for employees, the Court will meet and confer with the Union regarding same.

27.2 Agreement Implementation

Agreements reached as part of the County's Health Care Cost Containment Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

27.3 Health plan changes that are initiated by the health plan based on either legislative/regulatory changes or health plan organization policy changes are provided to employers each year. These changes are typically not significant in terms of the number of individuals who are impacted by the change. For instance, they do not often include co-pay changes for outpatient or inpatient physician or facility services, prescription drug co-pays or other major plan design co-pays. Where health plans initiate these kinds of changes to the contract, County Benefits Department will share with labor the specific changes health plans are communicating at the time of renewal, before implementing the changes. Where the changes may be eliminated by the employer purchasing, at additional cost, a rider to cover the benefit, it is the Court/County's desire to implement such changes without riders to keep its design in conformance with the health plan's book of business design, provided however, it will first meet and confer with the Union on any such matter.

27.4 Benefit Booklets

The Court in conjunction with the County of San Mateo agrees to receive and discuss any suggestions the Union may have for improvement of the booklets or folders describing various employee benefits provided by the Court.

Section 28. Life Insurance

28.1 Workers shall be covered by life insurance and accidental death insurance as follows:

The Court shall provide \$20,000 of life insurance for each worker. The Court shall provide \$500 of life insurance for the worker's spouse and up to a maximum of \$500 of life insurance for each of the worker's children depending on ages.

The Court shall provide an additional \$10,000 of life insurance payable to the worker's beneficiary if the worker's death results from an accident either on or off the job.

28.2 Workers, depending on pre-qualification, may purchase additional term life insurance to a maximum of \$250,000 for worker, \$125,000 for spouse, and \$10,000 for dependents. Applying for additional life insurance will not place a worker's current level of insurability at risk.

Section 29. Long Term Disability Insurance

The Court shall continue to provide its present long term income protection plan for permanent worker, working at least 20 hours per week, at no cost to said workers; provided, however, that in order to be eligible for such plan, workers must have been employed by the Court and/or County for 3 or more years.

Benefits begin on the 121st day from the date you are first treated by a physician for the condition causing your disability and confirmed that you have been disabled for a cumulative 6 months. Long Term Disability plan pays up to a maximum benefit of \$2,400 monthly. Benefits are payable up to the age of 65.

Disabilities covered, waiting periods and benefit amounts paid are pursuant to the carrier's plan documents available through County Human Resources, Risk Management Division.

Section 30. State Disability Insurance

Workers covered by this MOU are eligible for benefits pursuant to the State Disability Insurance Program.

Section 31. Promotion

It is the Court's practice and policy to consider relevant experience, including relevant experience as a trainer or in work-out-of-classification assignments, in qualifying for promotions. The Court agrees to meet with the Union to discuss any situations where it is alleged that such relevant experience has not been considered. It is also the Court's practice and policy to inform applicants of the reason for rejection of applications/qualifications, of the method of appeal, and of additional training or experience required to qualify. The Court agrees to meet with the Union to discuss any situations where it is alleged that such information has not been provided.

31.1 Examinations

- (1) **Open Examinations:** Any person who meets the minimum qualifications for the job classification may compete.

- (2) Promotional Examinations: Permanent and probationary workers of the Court who have served at least 6 months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names appear on the Court reemployment eligible list are also eligible provided they had served at least 6 months prior to lay off.
- (3) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job classification may compete. In addition, any person competing in this type of an examination, and who meets the criteria described in (2) above, shall have 5 points added to the final passing score.
- (4) Veterans preference shall not apply to promotional examinations.

31.2 Promotional Eligible Lists

- (1) Promotional Eligible Lists: The names of applicants successful in general promotional examinations shall be placed on general promotional eligible lists for the classifications examined.
- (2) If, at the time of termination, a worker's name appears on a promotional eligible list, his/her name shall be removed from the promotional list and placed on the open eligible list for that classification in accordance with his/her final score.
- (3) Certification Lists: The Rule of Seven is followed when certifying lists for consideration:
 - If a list other than a reemployment eligible list is to be used, the top seven available candidates on the eligible list are certified to the appointing authority.
 - If any other candidates have the same score as the number seven candidate, they are also certified to the vacancy.
 - If more than one vacancy is being filled, the base number of candidates to be certified is increased by one for each additional vacancy. For example, if there are not ties at number seven on the list and there are two vacancies, eight names are certified. If two individuals are ties at number seven and there are two vacancies, eight names are certified.
 - When a name is removed from the list under this Section, the next highest scoring candidate is added to the list. Names are removed from the eligible list for the following reasons:
 - Candidate declines 3 job offers
 - Candidate requests to have name removed
 - Candidate fails to respond to interview invitation
 - Candidate cannot be located by U.S. Postal Service
 - Candidate is appointed to a permanent position in the classification for which their name was on an eligible list (does not apply to temporary position appointments)
 - If the list contains six or less names, the appointing authority may select from that list, schedule another examination or use an alternate eligible list.

31.3 Probationary Period

Permanent workers promoted to a higher classification shall undergo the probationary period prescribed for the higher classification, except for workers in flexibly-staffed positions will not be required to serve a second probationary period when moving to the higher classification.

Court workers demoted during a new probationary period shall have the right to demote to their former classification in their former department if a vacancy in their former classification exists. If no vacancy exists, such workers shall be placed in the longest standing vacancy, as determined by the requisition form date, Court or County-wide. Should the longest standing vacancy entail "unusual" work hours, the worker shall have the one-time option of returning to the second longest standing vacancy should one exist. ("Unusual" shall mean work hours or work week dissimilar to those of the position from which or to which the worker was promoted.) If no vacancy exists, such workers shall displace the least senior worker as determined by Section 16. If no less senior position exists, then the worker shall be removed from Court service.

Section 32. Promotional and Transfer Opportunities

32.1 Purpose

The purpose of this section is to define a process that will provide current employees with opportunities to promote, transfer, or change careers within the Court in a way that is fair, competitive, easily understandable, efficient and appropriate to the Court's needs. Investing in and utilizing talents of its workers will enhance the performance of the organization.

32.2 Components

A. Promotional Opportunities

Recruitments for classifications covered by this program will be conducted on either a promotional basis or an open and promotional basis, at the discretion of the Court. All recruitments for these classifications will be conducted in accordance with this MOU and the Court Personnel Rules, and any appeals will be processed by the Court Human Resources Director.

Court Human Resources will offer periodic workshops or individualized sessions to address questions about career paths, ways to enhance skills in order to be competitive in promotional opportunities, résumé review and to answer any questions employees may have who are interested in furthering their career in the Court.

B. Transfer Opportunities

The Court Transfer Program permits employees to transfer from one position to another without competitive examination, within their own specific classification at the Court's discretion and based upon Court business needs. Notice of transfer opportunities will be made courtwide with a minimum period of one week during which employees may express interest.

In addition to responding to notices of transfer opportunities when a need arises, employees may notify Human Resources of their interest in transferring to another division during the months of January and July each year by submitting the appropriate form (yet to be created).

Names will be placed on a list and the supervisor of the desired division will contact the employee to meet with them to discuss the work of the unit and performance expectations so that the employee is fully apprised of the implications of a transfer in the future. Efforts will be made to allow the interested employee time to shadow an employee of the new division at the discretion of both the current and prospective supervisors.

- C. The County Transfer Program permits employees to transfer from one position to another without competitive examination, within the specific classification groupings listed below. Utilization of the Transfer Program is at the Court's discretion; if used, all transfer opportunities will be announced in the weekly Job Bulletin published by the Court and the County's Human Resources Department for a minimum of two (2) weeks. An employee wishing to transfer must meet the minimum qualifications for the position desired, and must possess any certificates, licenses, education and experience required for that position. Interested employees will be interviewed by the appointing authority, who may request that candidates submit paperwork for the interview. Depending on the number of interested employees, the appointing authority may conduct a screening prior to the interviews.

Group 1:

Data Entry Operator I/II
Fiscal Office Assistant I/II
Legal Office Assistant I/II
Public Service Specialist
Deputy Court Clerk I/II
Office Assistant I/II
Sheriff's Criminal Records Technician I/II
Medical Office Assistant I/II
Medical Unit Assistant
Patient Services Assistant I/II
Word Processing Operator I/II
Legal Word Processing Operator I/II
Medical Word Processing Operator I/II

Group 2:

Associate Systems Engineer
Information Technology Technician

Group 3:

Systems Engineer
Information Technology Analyst

Group 4:

Internal Auditor I/II
Accountant I/II

Group 5:

Paralegal
Legal Secretary I/II
Administrative Secretary I

Administrative Secretary II
Administrative Secretary III

Pursuant to an agreement between County of San Mateo and San Mateo Superior Court Section 32.2.C will no longer apply effective October 12, 2014.

Section 33. Part-Time Positions Which Become Full-Time

When the workload increases so that a part-time position becomes full-time, the Court Executive Officer may at his/her sole discretion, certify that part-time worker to a full-time position in the same geographical location.

Section 34. Geographical Displacement and Temporary Reassignments

34.1 Geographical Displacement

(1) If it becomes necessary to transfer permanently one or more workers from one geographical location to one or more geographical locations in different cities, such workers at the original geographical location who are working in the affected classifications shall be given an opportunity to express their desires for transfer. In such cases the Court Executive Officer shall give consideration to length of service and transportation factors along with such job related criteria as he/she deems appropriate, provided where all of these criteria are relatively equal, length of service shall prevail. The Court shall discuss these criteria with the Union before selecting workers for transfer. Nothing shall preclude the Court Executive Officer from temporarily assigning workers to work at a different geographical location when prompt action is required by the needs of the Court.

(2) Workers shall not be transferred from one geographic location to another for disciplinary reasons.

34.2 Temporary Reassignments

When making temporary reassignments within a job classification, the Court will, as appropriate, ask for volunteers first. If there are no volunteers who possess the required knowledge, skills and abilities for the temporary reassignment, the Court will reassign the least senior worker to the temporary reassignment, provided that the worker has the requisite knowledge, skills and abilities for the temporary reassignment. Once the temporary reassignment has concluded, every effort will be made to return the affected worker to his/her original assignment, subject to operational needs.

Section 35. Change of Assigned Duties

35.1 No worker shall be required regularly to perform duties of a position outside of the classification to which he/she has been appointed. However, workers may be assigned temporarily duties outside their classification. In addition, under the conditions described in the Court Personnel Rules the Court Executive Officer may temporarily assign to workers whatever duties are necessary to meet the requirements of an emergency situation.

35.2 Reclassification Procedure

A worker may request in writing a re-evaluation of his/her job based on significant changes in job content or significant discrepancies between job content and the classification description. Such written request shall be submitted to his/her Deputy Court Executive Officer (DCEO) or Division Director. Following review by the Deputy Court Executive Officer or Division Director, a written

response shall be submitted to the worker within 45 days indicating whether the request will be forwarded to the County Human Resources Department for study. In the event the worker feels his/her request has been unreasonably denied and that he/she is performing duties of a position outside of the classification to which he/she has been appointed, he/she shall have the right to file a grievance in accordance with Section 40 of the MOU.

In the event a position is reclassified, the re-classification shall be made effective retroactively to 30 days after the County Human Resources Department receives the completed Job Description Questionnaire (JDQ) form(s).

In the event that the results of the study deny the worker the reclassification, the worker shall have the right to file an appeal to the Court Executive Officer whose decision shall be final.

35.3 Reassignment Due to Investigation

If, during the course of an investigation and/or *Skelly* process, an employee accused of wrongdoing is assigned to work at an alternative location and/or to another set of duties, a letter will be given to the employee informing him/her of this arrangement, the duration of which will be kept to the shortest amount of time that circumstances warrant.

Reasons for assigning an employee who is part of an investigation or *Skelly* process to an alternative work location and/or to another set of duties may include, but are not limited to the following:

- Whether the employee could hinder the investigation by corrupting data or removing/destroying other evidence;
- Whether the employee could cause further harm if left in his/her current position (e.g. a social worker accused of inappropriate behavior with a child);
- Whether the employee is a potential threat/danger to others;
- Whether there are other governing agency requirements (e.g. State requirement to remove a health care employee accused of abuse).

Section 36. Work-Out-Of-Classification

When feasible, the Court will offer work-out-of-class assignments to qualified, interested permanent workers prior to offering such assignments to extra-help workers. If offered, it is the worker's responsibility to inform management of their interest in work-out-of-class assignments. Departments will solicit interest in such assignments via bulletin board posting, internal memo, and/or email within the department or division as the department deems appropriate. The intent of this section is to provide additional career development opportunities to permanent Court workers when such assignments do not cause unreasonable disruptions to the work environment or work production.

The Court agrees to meet with the Union to discuss any concerns that may arise about the use of Extra Help.

When feasible, the Court will offer to rotate interested, qualified workers in previously identified long-term (more than 20 days) work-out-of-class assignments. The intent of this section is to provide additional career development opportunities to permanent Court workers when such assignments do not cause unreasonable disruptions to work environment or work production.

When a worker has been assigned in writing by the division head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if he/she has worked in such classification for 5 consecutive workdays (or four consecutive workdays for workers on a 4 day workweek, or, where due to a Court holiday, the workweek is only 4 days), he/she shall be entitled to payment for the higher classification, as prescribed for promotions in subsection 5.5 of this MOU, retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the temporary or permanent absence of the incumbent;
- (2) The worker performs the duties regularly performed by the absent incumbent, and these duties are clearly not included in the job description of his/her regular classification;
- (3) The temporary assignment to work-out-of-class which extends beyond 20 working days be approved by the Court Executive Officer, a copy of the approval form to be given to the worker; and
- (4) A copy of the division head's written approval must be submitted in advance to the Court Executive Officer. If the CEO determines that he/she will not approve pay for work in the higher class which exceeds 20 workdays, the worker will be so notified and have the opportunity to discuss this matter with the CEO whose decision shall be final.

The employer shall not schedule work-out-of-classification assignments in a manner so as to purposely avoid paying work-out-of-class pay as described in this Section.

Salary Step Increases

Workers in work-out-of-classification assignments shall be advanced to the next higher step in the salary schedule (for the higher classification) after the completion of 2080 hours of satisfactory service in each of the salary steps for the higher classification, and upon recommendation of the appointing authority.

Section 37. Probationary Period

37.1 Probationary workers shall undergo a probationary period of 1040 regular hours, unless a longer period, not to exceed 2080 regular hours is prescribed for their classifications. Individual probationary periods may be extended with good cause upon request of the Deputy Court Executive Officer/Division Director and concurrence of the Court Executive Officer; however, no probationary period shall exceed 2080 regular hours. If a worker is incapacitated due to medical conditions and is reassigned to work that is not part of the worker's normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The worker shall be notified in writing of the probationary extension at the time of the reassignment.

Time worked by a worker in a temporary, extra-help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

37.2 Employees in flexibly staffed classifications who are hired at the "I" level must serve a 9 month (1560 hour) probationary period. There shall be no separate probationary period when the employee

is promoted from the trainee to the journey level. However, if the employee is promoted prior to the end of the 1560 hour probationary period, he/she shall continue to be on probation until the entire 1560 hour probationary period is served. Employees in flexibly staffed classifications who are hired at the "II" level must serve a 6 month (1040 hour) probationary period.

- 37.3 A worker who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent workers appointed from a reemployment eligible list shall be given permanent appointments when reemployed. Permanent workers who are involuntarily demoted to lower classifications shall be given permanent appointments in the lower classifications.
- 37.4 A worker who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary workers whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.
- 37.5 The appointing authority may terminate a probationary worker at any time during the probationary period without right of appeal. Probationary employees who believe their termination was due to unlawful discrimination may submit a written claim to the Court Human Resources Director setting forth those facts upon which their claim of discrimination is based. The Court will conduct a thorough and expeditious review of their claim and take appropriate action.

In case of rejections during probationary periods, workers shall be given written notice, with reasons therefore, at once. The Court Human Resources Director may, with approval of the Court Executive Officer, and upon request by a worker rejected during his/her probationary period, restore that worker's name to the eligible list for that classification.

- 37.6 Permanent workers who move to another position in the same classification within the Court shall not be required to undergo a new probationary period in the new position.

Workers who transfer within the same class from the Court to another department in San Mateo County may be required by the County department head to start a new probationary period. Workers who transfer within the same class from San Mateo County into the Court may be required by the Court Executive Officer to start a new probationary period. If a new probationary period is a condition for transfer, the worker must sign a statement indicating an understanding of this fact prior to the effective date of the transfer.

If a new probationary period is in force, the worker shall have a window period of 28 days from the date of transfer to elect to return to his/her former position. Should a worker be rejected at a point beyond the window period, he/she shall have the right to return to the Court or their former department if a vacancy in their former classification exists. If no vacancy exists, such workers shall be placed in the longest standing vacancy, as determined by the requisition form date, Court or County-wide. Should the longest standing vacancy entail "unusual" work hours, the worker shall have the one-time option of returning to the second longest standing vacancy should one exist. ("Unusual" shall mean work hours or work week dissimilar to those of the position from which or to which the worker was promoted.) If no vacancy exists, such workers shall displace the least senior

worker as determined by Section 15. If no less senior position exists, the worker shall be removed from Court/County service.

Section 38. Performance Evaluations

38.1 General

The Court shall review employee performance in accordance with the schedules set forth in Section 38.2 below, to 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.

38.2 Rating Period

Employees shall be evaluated on the following schedules:

A. Six-Month (1040 hours) Probation

Employees serving a six month probationary period shall be evaluated at three and six months during their probationary period.

B. Nine-Month (1560 hours) Probation

Employees serving a nine month probationary period shall be evaluated at three and nine months during their probationary period.

C. One-Year (2080 hours) Probation

Employees serving a one year probationary period shall be evaluated at three, six and twelve months during their probationary period.

D. Regular Employees

Regular employees shall be evaluated once each year.

38.3 Performance Evaluations: Basic Requirements

A. All regular employees shall be evaluated on the basis of their individual performance. The written evaluation shall address the quality and quantity of work performed, the conduct and work habits of the employee, and other relevant factors. Each employee's supervisor is responsible for evaluating his/her performance.

B. Evaluations shall be based on work-related factual data. Evaluations shall include goals for professional growth of the employee. Any areas that require improvement shall include specific recommendations for improvement. Specific provisions for assisting the employee in accomplishing the goals and/or improvements set forth in the evaluation shall be included.

C. No information in an evaluation should be deemed new and any unsatisfactory or needs to improve designation should be discussed prior to the final evaluation.

D. All markings and comments must be typed or written in ink. In cases where changes or

corrections have been made, they must be initialed by the employee and the evaluator before being placed in the employee's personnel file. Both the evaluator and the employee must sign the evaluation. An employee's signature on an evaluation indicates only that the employee has seen the evaluation, but does not imply that the employee agrees with the evaluation.

E. No evaluation of any employee shall be placed in his/her personnel file without an opportunity for discussion between the employee and his/her evaluator. Performance evaluations shall be filed in the employee's personnel file and shall be available for review in accordance with the provisions of Section 40 of this Memorandum of Understanding. Employees shall be allowed to review only the evaluations contained in their own personnel files

F. Within 10 working days of receiving an evaluation, an employee may submit a written response that will be attached to the employee's evaluation and placed in his/her personnel file. No evaluation will be considered final until 10 working days has elapsed from the date the evaluation was signed by the employee.

38.4 Special Evaluations

Regular employees receiving an annual performance evaluation with an overall below standard rating will be placed on special evaluation and will receive evaluations on a pre-determined schedule, generally every 30 days for three consecutive 30 day periods, or until a competent rating is earned by the employee, whichever occurs first.

If the employee is successful in attaining an overall competent performance rating prior to the end of the pre-determined schedule, he/she will be removed from the special evaluation cycle.

38.5 Pre-Evaluation Memorandum

Pre-Evaluation Memorandum is a tool that supervisors should use if the supervisor anticipates a below standards evaluation or when there has been a significant change in the employee's performance; there has been a change in supervisor; or there is a long-term problem that has never been dealt with. It should be issued one to three months in advance of a regular evaluation. It gives the employee an opportunity to bring his/her performance up to the standards prescribed by the supervisor prior to the preparation of the employee's regular evaluation. The memorandum should clearly outline the expectations for the employee in the assigned period of time and should be used when it is reasonable to expect that the employee can and will improve to a satisfactory level.

38.6 Clarification of Probationary Evaluations

Probationary employees are entitled to clarification of below standard evaluations and may request that a union representative be present.

38.7 Appeals

Where a regular employee receives a performance evaluation which gives an overall rating of below standard, he/she may appeal the rating as follows:

A. The employee shall be entitled to union representation in the following meetings. “Union representation” shall mean up to one steward and one union employee as representation. The Court will provide release time for only one Court employee to provide representation.

B. Within ten (10) working days of receiving the evaluation, the employee may request a meeting with his/her manager to review the overall rating of below standard. Such meeting shall be held only if the employee has first met with the original evaluator in an effort to resolve any differences regarding the evaluation rating. The employee’s request to meet with his/her manager shall be in writing. The manager may ask the evaluator to attend as well.

C. If the employee is unsatisfied with the result of the meeting with his/her manager, the employee may, within ten (10) working days of the meeting with his/her manager, request a meeting with the Court Human Resources Director to review the overall rating of below standard. The employee’s request to meet with the Court Human Resources Director shall be in writing. The Court Human Resources Director may ask the evaluator and/or the employee’s manager to attend the meeting as well.

D. If the employee is unsatisfied with the result of his/her meeting with the Court Human Resources Director, the employee may, within ten (10) working days of the meeting with the Court Human Resources Director, request a meeting with the Court Executive Officer to review the overall rating of below standard. The employee’s request to meet with the Court Executive Officer shall be in writing, and the employee shall file a copy of his/her request with the Court Human Resources Director.

E. The Court Executive Officer shall review the facts and order such action as he/she determines is appropriate. His/her decision shall be final.

F. If an employee initiates the appeal process outlined above, his/her evaluation shall not be placed in his/her personnel file until after the appeal is concluded. The appeal shall be considered concluded either (1) when the employee does not request a meeting at any of the levels described above within the stated time periods; or (2) if the employee pursues his/her appeal up to and including the meeting with the Court Executive Officer, when the Court Executive Officer makes his/her decision.

G. The term “review”, as used in this section, is defined as a fact finding examination for purposes of detecting and correcting any abuse of discretion.

Section 39. Discipline

Disciplinary actions will be for cause only, and will typically follow the principle of progressive discipline. Progressive discipline includes the use of corrective action or counseling prior to issuing any higher level of disciplinary action. However, nothing in this section shall impair the right of the Court to impose more severe discipline without prior lower levels of discipline when the circumstances warrant such action.

39.1 Right to Steward Representation

Whenever a worker is required to meet with a supervisor and the worker reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have a Steward present if he/she so requests. It is not the intention of this provision to allow the presence of a Steward during the initial discussion(s) of a worker's performance evaluation.

39.2 Corrective Action

If an employee's performance or conduct is unsatisfactory or needs improvement, the employee's immediate supervisor ordinarily shall provide corrective action or counseling prior to formal discipline. Corrective action is used to document a performance problem as well as the steps needed to correct the problem. It may come in the form of a confirming memo or a letter of warning from the supervisor that confirms the discussion and identifies the steps needed to improve the performance.

Discussions regarding corrective action should be conducted in private and should address performance or conduct of the employee, which, if not corrected, may result in further disciplinary action. When appropriate, an employee should be counseled about his or her performance or conduct, which should include specific suggestions for correcting the problem before receiving other disciplinary action. Documentation of discussions related to correcting performance (confirming memo or letter of warning) are not to be placed in the employee's official personnel file.

39.3 Written Reprimand

If an employee's performance or conduct fails to improve after counseling by the employee's supervisor, or if the performance or conduct is so egregious as to warrant it, the supervisor ordinarily will prepare a written reprimand, including the specific performance or behavior problem as well as the expectations of the position and specific suggestions for corrective action, if appropriate. Written reprimands shall be placed in the employee's personnel file and a copy of the reprimand shall be given to the employee. All employees shall have the right to attach a written response to the written reprimand for inclusion in the employee's personnel file. Written reprimands should be given as soon as possible after the performance or behavior problem is known to the supervisor.

39.4 Suspension

The Court may impose unpaid suspension of duration not to exceed thirty (30) working days.

39.5 Demotion or Termination

Further levels of Discipline may involve demotion and/or termination; however demotion is not required to be imposed before termination.

39.6 Notice and Contents of Disciplinary Actions

Notice of disciplinary actions must be served on the employee in person or by certified mail. This notice shall be included in the employee's personnel file. A copy of any intent to suspend, demote or terminate an employee shall also be delivered to Local 521 in person or by certified U.S. mail. If the worker is represented by the Union in a pre-disciplinary meeting (*Skelly* hearing) a copy of the decision from the pre-disciplinary

meeting (decision letter) shall be mailed to the Union office.

The notice shall include:

1. A statement of the nature of the disciplinary action, such as suspension, demotion, or termination; the effective date of the action;
2. A statement of the reason(s) for disciplinary action;
3. A statement in ordinary and concise language of the act or omissions upon which the causes are based; and
4. A statement advising the employee of the right to appeal such discipline, with or without the consent of the Union, and the right to Union representation during such appeal.

39.7 Pre-Disciplinary Meeting (Skelly Hearing)

In cases involving suspension, demotion, or termination, the Court Executive Officer or designee shall designate a neutral *Skelly* officer to afford the employee the opportunity to respond either orally or in writing to the charges prior to a final decision being made. The meeting will take place within fourteen (14) calendar days of the Notice of Disciplinary Action.

The employee may elect to have union representation when providing his/her responses to the Notice of Disciplinary Action. The *Skelly* officer's role will be to recommend that the decision to discipline be either sustained, modified or revoked. After receiving the recommendation, Court Executive Officer or designee will make the final decision. Notice of the final determination shall be delivered to the employee in person or by certified mail. If represented by the Union at the *Skelly* hearing, a copy will also be delivered or mailed by regular U.S. mail to the Union office.

Probationary new hires shall not be entitled to a pre-disciplinary meeting regarding the imposition of discipline.

39.8 Appeal of Disciplinary Action

If the employee is not satisfied with the written decision of the Court Executive Officer or designee in a disciplinary action involving a non-punitive discipline, suspension, demotion or termination, the worker may appeal by filing a grievance in accordance with Section 40.2.

39.9 Anonymous Complaints/Comments

No anonymous complaints/comments may be used in any adverse action against an employee. Complaints/comments that are signed or identified may be used for individual/group training or employee evaluations, or as a basis for disciplinary action.

Section 40. Grievances

40.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this MOU or the Court's Personnel Rules, excluding, however, any provision where the decision of any Court official shall be final.

40.2 Grievances shall be processed in the following manner:

(a) Step 1. Informal Resolution of Grievance

The employee shall meet and discuss any potential grievance with his or her manager after the occurrence or discovery of the alleged grievance to attempt to resolve the matter without the need for a formal grievance. A meeting shall take place whenever requested by either party to assist to clarify or resolve the grievance. The employee shall be accompanied by his or her steward at the informal meeting. The manager shall give his or her decision to the employee in writing within fifteen working days after the informal meeting.

(b) Step 2. Formal Grievance

Any worker or any official of the Union may notify the Court Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be filed within 28 calendar days from the date of the worker's knowledge of an alleged grievance. Any grievances involving demotion, suspension, non-punitive discipline or dismissal must be filed within 14 calendar days after receipt of written notification of such disciplinary action. The Court Human Resources Director or his/her designated representative shall have 28 calendar days in which to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Union, to meet also with the officials of the Union, and to settle the grievance.

(c) Step 3. Mediation

If the parties are unable to reach a mutually satisfactory accord on any grievance, which arises and is presented during the term of this MOU, either party may request mediation prior to requesting arbitration by submitting a written request to the Court Executive Officer within 28 calendar days from the date that the grievance is denied at Step 2. Mediation will be held only if both parties mutually consent to mediation. In other words, mediation is an optional step in the grievance process. If mediation *is* agreed upon by both parties, the Court Human Resources Director will contact the State Mediation and Conciliation Services to secure a mediator. Any expenses for the mediator shall be shared equally by both parties unless the parties determine otherwise at the time of the mediation.

(d) Step 4. Arbitration

In the event that a mutually satisfactory result is not reached through Step 3's mediation process - or, alternatively, either party decides not to utilize Step 3's mediation process - then the issue may be advanced to arbitration, provided that the moving party gives timely written notification to the other party of its desire to arbitrate. To be "timely," such written notification must be given within 28 calendar days of the date upon which the mediation was concluded, or, if no mediation was held (because either party declined to mediate), then within 28 calendar days of the date the grievance was denied at Step 2.

The issue shall be submitted to an arbitrator mutually agreed upon by the parties, or, failing mutual agreement, to that arbitrator who is selected by lot from an agreed upon panel.

If the selected arbitrator is not available for a hearing (at a time acceptable to the Union and

the Court) within 90 calendar days of the date on which the arbitrator is contacted, the parties may, by mutual agreement, select an alternate arbitrator, or failing agreement, select another arbitrator by lot from the same panel. The parties may also, by mutual agreement, elect mutually to extend the 90 days referenced above and use the arbitrator originally selected by lot.

The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the Court. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

40.3 Scope of Mediation Agreements and Arbitration Decisions

- (a) Decisions of arbitrators and agreements reached by the parties themselves through the mediation process (if mediation was held), on matters properly before them shall be final and binding on the parties hereto.
- (b) No mediator and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 38.1.
- (c) Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Arbitrators shall not have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- (d) If the Court Human Resources Director, pursuant to the procedures outlined in subsection 40.2 (b) resolves a grievance which involves suspension or discharge, he/she may agree to payment for lost time or reinstatement with or without payment for lost time.
- (e) The arbitrator shall determine the issue according to the laws and case law of the State of California.

40.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Court Executive Officer. Only complaints which allege that workers are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. No adjustment shall be retroactive for more than 60 calendar days from the date upon which the complaint was filed.

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

40.5 Grievance Procedures/Practices

- (a) Irrespective of the defense of arbitrability, all issues and remedies shall be fully discussed and/or responded to at each level, prior to and including arbitration, without prejudice to this defense.
- (b) The time requirements set forth in this Section 38 may be extended only by mutual written agreement of the parties. If the timelines are not met and the parties have not mutually agreed to extend them, then the grievance ends. For the purpose of meeting timelines, postmarks or date of hand delivery shall establish the dates of receipt.
- (c) If a steward is present at a grievance meeting at any step in the procedure, he/she will be copied on the applicable grievance-related correspondence. If arbitration has been invoked, stewards will not be copied on correspondence to attorneys involved in the arbitration process.

40.6 No Strike

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the Court, nor to effect a change of personnel or operations of management or of workers not covered by this MOU.

In the case of a legally declared lawful strike against a private sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, a worker who is in danger of physical harm shall not be required to cross the picket line, provided the worker advises his/her supervisor prior to leaving the picketed location, and provided further that a worker may be required to cross a picket line where the performance of his/her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

40.7 All grievances of workers in representation units represented by the Union shall be processed under this Section.

Section 41. Loss of Compensation

If a worker covered by this MOU suffers loss of compensation due to the inequitable application of rules, regulations, policies and procedures and where said loss of compensation is not subject to the grievance procedure specified in Section 40 of the MOU, the worker shall attempt to resolve this matter with the immediate supervisor. If unable to resolve this matter satisfactorily, the worker or the worker's Union representative may submit the complaint in writing to the Court Human Resources Director with a copy to the Court Executive Officer. If this matter is not resolved by the Court Human Resources Director within 30 working days from the date of receipt of the complaint, the worker or the Union representative shall advise the Court Executive Officer in writing that the matter has not been resolved and the CEO shall render a decision within 15 working days of receipt of this notification which decision shall be final. The Court recognizes that other worker problems also merit prompt attention and will attempt to resolve such matters in an expeditious manner.

Section 42. Personnel Files

Each worker shall have the right to inspect and review any official record relating to his/her performance as a worker or to a grievance concerning the worker which is kept or maintained by the Court. The contents of such records shall be made available to the worker for inspection and review at reasonable intervals during the regular business hours of the Court. The worker's designated representative may also review the personnel file with specific written authorization from the worker.

The Court shall provide an opportunity for the worker to respond in writing, or personal interview, to any information about which he/she disagrees. Such response shall become a permanent part of the worker's personnel record. The worker shall be responsible for providing the written responses to be included as part of the worker's permanent personnel record.

At or before time of placement, workers shall be given copies of all letters or memoranda concerning the worker's job performance which are to be placed in the worker's official personnel file(s).

Letters of Reprimand

Workers may request in writing to the Court Executive Officer that letters of reprimand which are 2 or more years old be sealed and kept separate from the worker's personnel files. Said letters of reprimand shall be sealed and removed provided the following conditions are met:

1. The file does not contain subsequent letters of reprimand or records of disciplinary action involving the same type of infraction in which case the prior letter of reprimand will remain in the worker's personnel file until the most current related letter of reprimand or record of disciplinary action is 2 years old.
2. The worker has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand is received by the Court Executive Officer.

This Section does not apply to the records of a worker relating to the investigation of a possible criminal offense or to letters of reference; provided, however, that pre-employment reference materials obtained in confidence shall be removed from official personnel files after one year of continuous Court employment.

With regards to the investigation of a possible criminal offense, if such investigation leads to neither conviction nor to disciplinary action, reference to the investigation shall be removed from the worker's personnel file. If the criminal investigation results in conviction and/or disciplinary action any reference to the investigation which may be in the worker's personnel file will be retained and will be subject to inspection pursuant to this Section.

The Court agrees to investigate and, if proper, to correct any factual inaccuracies which may exist within Letters of Reprimand.

Section 43. Safety

The parties agree there is value in periodically convening a committee comprised of employees, supervisors and managers to discuss and address any safety concerns in Court buildings. It is agreed that a meeting may be called by either the Court or employees as needed, no more than once per quarter unless mutually agreed upon. Agendas will be provided in advance by the party requesting a meeting.

Occupational health and safety are the mutual concern of the Employer, the Union and workers. Any workplace safety or health problem which is identified within the Court should be directed to the supervisor, Court Safety Committee or Court Safety Officer, as appropriate, for review and/or investigation. Options for resolution include, but are not limited to, immediate mitigation of the hazard/problem, direct investigation, and/or convening a labor management committee specifically for the purpose of investigating and attempting to resolve the safety or health problem.

Section 44. Separability of Provisions

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

Section 45. Past Practices and Existing Memoranda of Understanding

- 45.1 Continuance of working conditions and practices not specifically authorized by state law or by Rules of Court is not guaranteed by this MOU.
- 45.2 This MOU shall supersede all existing memoranda of understanding between the Court and the Union.

Section 46. Retirement Plans

The following retirement plans are or have been available to workers based on availability at hire.

Plan 1 – 2% at 55.5. Participants in this plan are eligible for a maximum annual cost of living adjustment to the retirement benefit of 5% per year. Cost of living adjustments in excess of the annual adjustment may be “banked” or “rolled over” for future use. The participants’ retirement benefit shall be calculated on their average salary for their 12 highest consecutive months of service.

Plan 1 is closed to new participants.

Plan 2 – 2% at 55.5. Participants in this plan are eligible for a maximum annual cost of living adjustment to the retirement benefit of 3% per year. There is no “banking” or “roll-over” of any cost of living adjustment in excess of the annual adjustment. The participants’ retirement benefit shall be calculated on their average salary for their 12 highest consecutive months of service.

Plan 2 is closed to new participants.

Plan 3 - Participants in this plan do not contribute to the defined benefit plan. Members hired on or after July 1, 2011 may, after five years of service, exercise their option to transfer to Plan 2 or Plan 4. The change will be for future service only unless they select, at 10 years, to transfer to a 2% at 55.5 plan. Transfer into the 2% at 55.5 plan requires that the employee fully pay both the employee and employer costs for all past service.

Workers who transfer from Plan 3 to Plan 2 or Plan 4 shall not lose their years of continuous service for vesting purposes. Years of service in Plan 3 shall be added to years of service in Plan 2 or Plan 4 for vesting purposes in both plans.

A Plan 3 member who terminates for any reason and is later reemployed shall receive Plan 3 credit for his

or her service rendered prior to termination.

Plan 4 – 2% at 55.5. Participants hired on or after July 13, 1997, will be eligible for a maximum annual cost of living adjustment to the retirement benefit of 2% per year. There is no “banking” or “roll-over” of any cost of living adjustment in excess of the annual adjustment. The participants’ retirement benefit shall be calculated on their average salary for their 36 highest consecutive months of service.

The retirement enhancement implemented on March 13, 2005 increased the plan to 2% at 55.5. Workers in the enhanced plan share in the cost of the enhancement by contributing 3% of compensation through their payroll deductions.

Plan 4 is closed to new participants except as noted.

Plan 5 – 1.7255% at 58. There is no 3% cost share for this plan. Employees in this plan may, after the equivalent of 10 years of service, transfer into Plan 4. Transfer into Plan 4 requires that the employee fully pay both the employee and employer costs for all past service. The participants’ retirement benefit shall be calculated on their average salary for their 36 highest consecutive months of service.

Employees in Plan 5 (hired after July 10, 2011) pay up to 50% of the retirement COLA cost.

Plan 7 – This plan is for new members (non-reciprocal) hired on or after January 1, 2013, pursuant to the Public Employees’ Pension Reform Act of 2012. Employees in Plan 7 should contact SamCERA for further information.

Section 47. Retirement Contributions

The Court will pick up the following percentages of the worker’s retirement contribution, but not of the worker’s contribution under Section 45 of this Agreement:

- 20% after the equivalent of 10 years of full-time service (20,800 hours)
- 40% after the equivalent of 20 years of full-time service (41,600 hours)
- 50% after the equivalent of 25 years of full-time service (52,000 hours)

Section 48. Contracting Out

The Court will notify the Union of its intent to contract or subcontract work customarily performed by members of the SEIU bargaining units where such contracting or subcontracting would result in loss or potential loss through attrition or layoff of such bargaining unit members. The Court will make such notification at least sixty (60) calendar days in advance of such action. The notice shall include an explanation of the Court’s reason for proposing such contracting/subcontracting. The Union shall be given the opportunity to meet with the Court to discuss the decision to contract out, and to meet and confer on the effect of such contracting out upon its members. The Union shall have 30 calendar days from the date of such notification to propose effective and economical alternative ways in which such services could continue to be provided by the Court’s own workers.

Section 49. Definition of Permanent Employee

A "permanent" employee is defined as an employee who is employed for a term of indefinite or unlimited duration, where the employee will have an expectation of continued employment unless there is good cause for termination. Only employees who have successfully passed their probationary period and who have not

been excluded by the Court from the Trial Court Employment Protection System are considered "permanent." Please note that a "permanent" employee may be laid off for reasons of organizational necessity as defined by Gov. Code sec. 71652. The term "permanent" shall not mean that an employee cannot be dismissed or otherwise disciplined or laid off within the provisions contained in this MOU.

Section 50. Term of Agreement

This MOU shall be presented by the Union to the workers to be covered hereby for ratification by said workers, and shall thereafter be presented to the Court Executive Officer as the joint recommendations of the undersigned for the modifications set forth herein for the period commencing May 1, 2013 and ending September 30, 2015.

Made and entered into this 1st day of May 2013.

Representing Service Employees International Union, Local 521

Miesha Brown, SEIU 521 Negotiator

Josh Gengler, SEIU 521 SEIU 521 Internal Organizer

Ateesh Datt, Court

Andrew Bernal, Court

Stacy Gaskill, Court

Francisco Bernal, Court

Sonia Risting, Court

Representing the Court

John Fitton
Court Executive Officer

Fran Doubleday
Court Human Resources Director

Susan Maxwell
Senior Court Services Manager

Neal Taniguchi
Court Finance Director

Carey Corbaley
Lead Negotiator

EXHIBIT A
Administrative and Fiscal Services Unit

Bargaining Unit Wage Rates - Hourly Rates of Pay

Class Title	Class Code	STEP A	Step B	Step C	Step D	Step E	Step F
Accountant I	X001	\$23.66	\$24.73	\$25.84	\$27.00	\$28.22	\$29.49
Accountant II	X002	\$27.67	\$28.91	\$30.21	\$31.57	\$33.00	\$34.48
Administrative Asst. I	X131	\$25.23	\$26.36	\$27.55	\$28.79	\$30.09	\$31.44
Administrative Asst. II	X134	\$28.67	\$29.96	\$31.31	\$32.72	\$34.19	\$35.73
ADR Program Specialist I	X021	\$24.64	\$25.75	\$26.91	\$28.12	\$29.39	\$30.71
ADR Program Specialist II	X022	\$26.79	\$28.00	\$29.26	\$30.58	\$31.95	\$33.39
Community Program Specialist I	X182	\$24.00	\$25.08	\$26.21	\$27.39	\$28.62	\$29.91
Community Program Specialist II	X181	\$26.88	\$28.09	\$29.36	\$30.68	\$32.06	\$33.50
Community Progr. Specialist III	X180	\$31.55	\$32.97	\$34.46	\$36.01	\$37.63	\$39.32
Court Administrative Asst.	X029	\$25.23	\$26.36	\$27.55	\$28.79	\$30.09	\$31.44
Court Application Developer	X005	\$38.02	\$39.73	\$41.52	\$43.39	\$45.34	\$47.38
Court Interpreter Coordinator	X011	\$28.40	\$29.68	\$31.01	\$32.41	\$33.87	\$35.39
Court Reporter	X064	\$36.42	\$38.06	\$39.78	\$41.56	\$43.44	\$45.39
Court Sr. Bus App/Auto Analyst	X154	\$38.78	\$40.53	\$42.35	\$44.26	\$46.25	\$48.33
Court Services Supervisor	X018	\$31.52	\$32.94	\$34.42	\$35.97	\$37.59	\$39.28
Courtroom Clerk I	X074	\$23.99	\$25.06	\$26.19	\$27.37	\$28.60	\$29.89
Courtroom Clerk II	X075	\$26.88	\$28.09	\$29.36	\$30.68	\$32.06	\$33.50
Courtroom Clerk Supervisor	X077	\$33.36	\$34.86	\$36.43	\$38.07	\$39.78	\$41.57
Deputy Court Clerk I	X046	\$19.41	\$20.28	\$21.20	\$22.15	\$23.15	\$24.19
Deputy Court Clerk II	X047	\$21.05	\$22.00	\$22.99	\$24.02	\$25.10	\$26.23
Fiscal Office Specialist	X067	\$21.24	\$22.20	\$23.20	\$24.24	\$25.33	\$26.47
Information Technology Analyst	X152	\$38.02	\$39.73	\$41.52	\$43.39	\$45.34	\$47.38
Info Technology Technician	X150	\$30.13	\$31.49	\$32.90	\$34.39	\$35.93	\$37.55
Jury Office Specialist	X054	\$21.38	\$22.34	\$23.34	\$24.40	\$25.49	\$26.64
Lead Courtroom Clerk	X076	\$28.40	\$29.68	\$31.01	\$32.41	\$33.87	\$35.39
Lead Deputy Court Clerk	X048	\$24.64	\$25.75	\$26.91	\$28.12	\$29.39	\$30.71
Legal Exhibits Technician	X014	\$22.17	\$23.17	\$24.21	\$25.30	\$26.44	\$27.63
Legal Office Specialist	X055	\$23.34	\$24.39	\$25.48	\$26.63	\$27.83	\$29.08
Legal Secretary I	X057	\$21.62	\$22.59	\$23.61	\$24.67	\$25.78	\$26.94
Legal Secretary II	X056	\$24.06	\$25.14	\$26.27	\$27.45	\$28.69	\$29.98
Paralegal	X008	\$25.87	\$27.04	\$28.25	\$29.52	\$30.85	\$32.24
Senior Accountant	X003	\$33.94	\$35.46	\$37.06	\$38.73	\$40.47	\$42.29
Senior Info Technology Analyst	X153	\$38.78	\$40.53	\$42.35	\$44.26	\$46.25	\$48.33
Sr. Info Technology Technician	X151	\$30.73	\$32.12	\$33.56	\$35.07	\$36.65	\$38.30

EXHIBIT B

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. §825.300(a) may require additional disclosures. [Reprinted from the Department of Labor, Wage and Hour Division - WHD Publication 1420 – Revised February 2013]

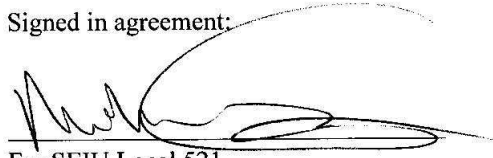
Side Letter Agreement
Between
Superior Court of California, County of San Mateo
And
Service Employees International Union, Local 521

April 12, 2013

This side letter shall be an addendum to the MOU between the Superior Court of California, County of San Mateo (Court) and Service Employees International Union, Local 521 (SEIU), and shall take effect upon ratification of the MOU by both parties.

The Court and SEIU (the parties) acknowledge that training is an important and vital aspect of Court operations and employment. The parties therefore agree that, during the term of the MOU, they shall form a focus group for purposes of reviewing, discussing and developing a training program, and, upon development of the program, will meet and confer on the issue of a training differential.

Signed in agreement:



For SEIU Local 521



For San Mateo Superior Court