



MEMORANDUM OF UNDERSTANDING

BETWEEN

SEIU LOCAL 221

CLERICAL/TECHNICAL UNIT

AND

THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF IMPERIAL

January 1, 2018 – December 31, 2019

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MEMORANDUM OF UNDERSTANDING
BETWEEN
SEIU LOCAL 221
CLERICAL/TECHNICAL UNIT
AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF IMPERIAL

ARTICLE 1 PARTIES

- 1.1 This Agreement is made and entered into by and between the Superior Court of California, County of Imperial, hereinafter referred to as the Court, and the SEIU, Clerical and Technical Unit, hereinafter referred to as SEIU or Union.
- 1.2 The parties hereto have met and conferred in a good faith endeavor to reach an agreement on matters which are within the scope of representation, pursuant to the provisions of the Trial Court Employment Protection and Governance Act (Government Code sections 71600 et seq.); and the parties have agreed to enter into a Memorandum of Understanding (hereinafter “MOU” or “Agreement”) as provided for by Government Code section 71634.3 of said Act; NOW THEREFORE,

1.3 Term

This Agreement shall be in full force and effect from the date of ratification through and including December 31, 2019.

ARTICLE 2 COVERED EMPLOYEES

- 2.1 The classifications listed below are covered by the provisions of this Agreement:

| | |
|-------------------------------------|----------------------------------|
| Accounting Assistant | Court Services Assistant II |
| Accounting Assistant, Senior | Court Services Assistant III |
| Accounting Technician | Digital Documentation Specialist |
| Application Systems Specialist | Probate Examiner/Paralegal |
| Building Support Services Assistant | Judicial Assistant Trainee |
| Case Management Systems Assistant | Judicial Assistant I |
| Collections Technician | Judicial Assistant II |
| Court Messenger | Network Systems Technician |
| Court Services Assistant Trainee | Senior IT Specialist |
| Court Services Assistant I | |

- 2.2 SEIU is the sole and exclusive bargaining representative for the classifications in the Clerical and Technical Unit. These classifications shall include regular part-time and regular full-time employees and shall exclude extra-help, seasonal, special assignment, limited term, substitute, and temporary employees.

- 2.3 SEIU has the right to represent employees as specified by state law and pursuant to the Court's Employer-Employee Labor Relations Rules. SEIU will notify the Court Executive Officer of its elected officers and directors.

ARTICLE 3 RECOGNITION AND STATUS OF AGREEMENT

- 3.1 The Court recognizes SEIU as the exclusive bargaining representative with respect to all matters within the scope of representation, as defined in Government Code section 71634, for all classifications in the bargaining unit.
- 3.2 The Court agrees that no employee hereunder will be unlawfully coerced or discriminated against by the Court, its representatives or agents, because of membership in or lawful activity on behalf of SEIU.
- 3.3 Any decisions or agreements relating to matters within the scope of representation, or to the interpretation or application of this Memorandum of Understanding, made jointly between the Court and SEIU, and in writing, shall be binding on every individual claiming or entitled to the benefits of this Agreement.
- 3.4 The designation of management and confidential employees, and the classification of employees and positions covered by this Agreement, shall be determined by the Court pursuant to the Court's Employer-Employee Labor Relations Rules. The Court shall notify SEIU of any proposed designations or significant changes in classification affecting the terms and conditions of employment of unit employees.
- 3.5 Where such intent is clearly indicated by the language of this Agreement, the expressed and specific provisions of this Agreement shall prevail over conflicting practices or policies.
- 3.6 If any provision of this Agreement is held to be contrary to law by a court or tribunal of competent jurisdiction or by mutual agreement of the parties, that provision shall be deemed invalid, but all other provisions shall continue in full force and effect. In such an event, and upon the request of either party to this Agreement, the parties shall meet and confer within thirty (30) days for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision or of clarifying the operation of the existing subsections still valid.

ARTICLE 4 UNION RIGHTS

4.1 Official Representatives for Meet and Confer

Meeting and conferring between the Court and SEIU shall occur during regular Court business hours. The parties will cooperate in scheduling sessions. The unit members attending the bargaining sessions shall provide a minimum of three (3) days notice to the appropriate Supervisor of the pending negotiation session, except in the case of an emergency. No more than four (4) unit members may receive paid release time during negotiations with Court

representatives. SEIU bargaining team members shall be entitled to one hour of paid release time prior to each bargaining session, and one hour of paid release time at the conclusion of each bargaining session for the purpose of preparing for bargaining. Additional time may be requested before or after any bargaining session and shall be subject to approval of the Court. Such approval shall not be unreasonably withheld. SEIU may also have a legal support at the sessions. SEIU shall notify the Court Executive Officer in writing no later than fifteen (15) workdays prior to the first scheduled day of bargaining the names of the unit members it has identified as bargaining team members except when the parties mutually agree to begin bargaining in fewer than fifteen (15) workdays, in which case notification shall be made as soon as is practicable. SEIU will notify the Court Executive Officer in writing of any substitutions to that list at least three (3) work days prior to the first scheduled day of bargaining, except in the case of an emergency, when the notification shall be made as soon as is practicable.

4.2 Orientation

SEIU will be notified of the hiring and orientation of new members and be given the opportunity to meet with new members during the Court's orientation process. SEIU will be notified of the hiring and orientation of new bargaining unit members ten (10) days before the new employee's first day of employment. SEIU will be given the opportunity to meet with new members during the Courts' orientation process.

The Union will distribute to each new employee entering the unit information together with an orientation packet that will be supplied by the Union.

4.3 Employee Information Listing

Upon request, to a maximum of four (4) times per fiscal year during the term of this agreement, the Court shall provide Union with a complete and current listing of all employees in the bargaining unit. Such listing shall include employee name, job classification, work location, department, work phone, and hiring date; and, to the extent the Court has such information on file, the employee's personal email, personal cellular telephone number, and home address unless the employee has opted out from providing the home address, personal cellular telephone number and/or personal email, in which case verification will be provided to the Union. The listing will be organized by work location.

4.4 Union Leave

Based upon the operational needs of the Court, and upon written request from the employee, the Court will authorize time off for up to four (4) designated Union Members to be released on their own time for up to two (2) work days per calendar years to attend Union meetings, conferences, and activities.

Employees may use vacation leave or unpaid leave to attend such meetings, conferences or activities.

ARTICLE 5 MANAGEMENT RIGHTS

The exercise by the Court of the rights enumerated below shall not in any way directly or indirectly be subject to the grievance procedure set forth herein.

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights are retained and vested exclusively in the Court, including but not limited to the rights: to hire, terminate, discipline, promote, transfer, layoff, and recall employees; to determine the numbers of employees to be employed and their qualifications; to assign and direct work; to determine the personnel, methods, means and facilities by which operations are conducted; to maintain the efficiency of operations; to coordinate, consolidate and merge the Court and support staff; to decide issues relating to automation including, but not limited to, fax filing, electronic recording and implementation of information systems; to design, construct and locate Court facilities; to deliver Court services; and to establish the hours of operations of the Court.

The Court recognizes that, notwithstanding its right to make certain decisions regarding Court operations as set forth above, Government Code section 71634(c) may require it to bargain over the impact of the decision upon the bargaining unit members.

ARTICLE 6 WORKING HOURS AND WORK WEEK

- 6.1 Compensation for Court employees is predicated upon the performance of forty (40) hours of work during the "work week."
- 6.2 Most Court employees work five (5) days a week from 8:00 a.m. to 5:00 p.m.
- 6.3 Employees are entitled to one 15-minute rest period for each four (4) hours worked. This 15-minute period is calculated from the time the employee leaves his or her work station until he or she returns.
- 6.4 The first rest period shall not be taken until an employee has worked at least ninety (90) minutes after the start of the employee's work day. The second rest period should be completed no later than forty-five (45) minutes before the end of the employee's work day. Exceptions to this rule may occur due to employees being unable to take a break during acceptable break times due to workload and Court needs. Supervisors shall not arbitrarily prohibit employees from leaving their immediate work areas or the buildings in which they work during a rest period, but may do so if work stations would thereby be unattended or if it would be impractical to leave and return to the area in 15 minutes.

The bench officer's determination that court proceedings should not be interrupted shall take precedence over the timing of rest periods, but employees shall still receive a rest period in the morning and in the afternoon. Except when the bench officer makes a determination as described in the preceding sentence, break times shall fall as close to mid-morning and mid-afternoon as possible, consistent with workload and court operations.

- 6.5 Unused rest periods shall not accumulate.

- 6.6 Emergency work situations take precedence over rest periods. “Emergency work situations” mean situations that substantially interfere with Court operations (e.g. flooding occurs, earthquake occurs, etc.).
- 6.7 Longer lunch periods shall not be taken in lieu of rest periods, nor may the work day be shortened in lieu of rest periods.
- 6.8 Enforcement of the above rules is the responsibility of the supervisor.
- 6.9 Flex Time / Pay: All full-time employees who are required to work beyond their regularly scheduled work day shall have the option of taking flex time or wages for time worked at the employee’s option. The flex time and/or the payment of wages will be selected by the employee within the same pay week from the date worked. If the employee fails to flex within the designated timeframe, the time worked shall be paid as wages.

ARTICLE 7 COMPENSATION AND OVERTIME

7.1 Compensation

An employee’s salary may not exceed Step F of the salary range and an employee shall not receive a negotiated salary increase unless Step F is higher than the employee’s current salary.

Following ratification, the base salary of employees in this bargaining unit will be adjusted by a two percent (2%) negotiated increases; this increase shall be made retroactive to January 1, 2018.

The parties agree to re-open negotiations the beginning of September, 2018 on the topic of base wages only. Any negotiated increase shall be made retroactive to July 1, 2018.

7.2 Overtime

No employee shall be allowed to work overtime without the express prior approval of their supervisor. Employees who work in excess of forty (40) hours in any work week will be granted overtime pay at the rate of one and one-half times the employee’s regular rate of pay. All hours worked beyond the normal work day shall be reported on the payroll timesheet covering the period in which such time was worked, even where the total number of hours shown for the work week does not exceed forty (40) hours.

Except in cases of emergency, as determined by the supervisor, supervisors should provide to employees as much notice as is reasonable under the circumstances when directing an employee to work overtime. The Court will use its best efforts to coordinate with affected employees to ensure minimal impact on employees working such overtime, while also ensuring the Court’s operational needs are met.

7.3 Out-of-Class Work

Employees required to work out of classification for a period exceeding twenty (20) consecutive calendar days shall receive a temporary five percent (5%) salary

y increase , calculated on the basis of the employee's regular base wage for all such out of classification work performed in excess of said twenty (20) consecutive calendar days. When the out of class assignment ends, the employee's temporary 5% salary increase shall be rescinded, and the employee's salary shall return to the employee's regular base wage in his or her regular classification. An employee who leaves an out-of-class assignment and returns to the same assignment with the same duties within six (6) months would not need to serve the twenty (20) day waiting period in order to be eligible for out-of-class pay.

7.4 Increase Within the Range

Every employee occupying a regular position shall have an anniversary date which shall be his or her annual salary increase eligibility date. Prior to an employee's anniversary date, until the employee reaches his/her maximum salary step of the appropriate range, the supervisor shall advise the Court Executive Officer or designee in writing on the appropriate form whether he/she wishes to grant or deny the salary increase, supplementing his/her recommendation by a performance review indicating satisfactory or unsatisfactory work performance, which has been discussed with the employee. If work performance has been satisfactory, the recommendation shall be to grant the increase. Anniversary step increases shall become effective one year from the date on which the anniversary date falls. Any leave of absence greater than 15 days without pay will extend the anniversary date based on the amount of time that the employee is on leave.

7.5 Promotion

An employee promoted to a position in a higher class and with greater responsibility will receive an increase to the next closest step of the new salary range. An employee who receives a promotion shall have a new salary anniversary date that is the effective date of the appointment to the higher class.

ARTICLE 8 VACATION

8.1 Accrual

- A. All full-time employees shall, upon their hire date and through five (5) years of service, accrue paid vacation at the rate of .03846 of an hour for each hour of paid time up to a maximum of eighty (80) hours per pay period (equivalent to ten (10) days of vacation per year for full-time employees).

Eligible employees who have completed five (5) years of service shall begin accruing paid vacation at the rate of .05769 of an hour for each hour of paid time up to a maximum of eighty (80) hours per pay period (equivalent to fifteen (15) days of vacation for full-time employees) on the first day following five (5) years of service.

Eligible employees who have completed ten (10) years of service shall accrue paid vacation at the rate of .06923 of an hour for each hour of paid time up to a maximum of eighty (80) hours per pay period (equivalent to eighteen (18) days of vacation for full-time employees) on the first day following ten (10) years of service.

Eligible employees who have completed fifteen (15) years of service shall accrue paid vacation at the rate of .08076 of an hour for each hour of paid time up to a maximum of eighty (80) hours per pay period (equivalent to twenty-one (21) days of vacation for full-time employees) on the first day following fifteen (15) years of service.

Eligible employees who have completed twenty (20) years of service shall accrue paid vacation at the rate of .08846 of an hour for each hour of paid time up to a maximum of eighty (80) hours per pay period (equivalent to twenty-three (23) days of vacation for full-time employees) on the first day following twenty (20) years of

- B. The maximum amount of vacation that can be accrued for employees with less than twenty (20) years of service is 240 hours. Employees who have completed twenty (20) years of service shall have a maximum accrual of 320 hours. Employees who reach the cap will cease accruing vacation until they use vacation time and their balance drops below the cap.
- C. All accrual rates are subject to pro-ration for less than 80 hours of paid time in a pay period.

8.2 Eligibility

An employee may use accrued vacation as soon as they have accrued eight (8) hours of vacation. All vacation shall be scheduled and taken subject to the approval of the employee's supervisor.

8.3 Fraction of Day Use

In any instance involving the use of a fraction of paid vacation, the minimum charge to the employee's accrued vacation shall be one-fourth (1/4) of one hour, while additional actual vacation time used over one (1) hour shall be charged to the nearest full half hour (1/2).

8.4 Vacation Buy Back

Employee must be a regular full time employee, must have been on paid status for the previous twelve (12) months, and must have a minimum of forty (40) hours of accrued vacation remaining after the buy-back. The maximum amount of vacation that an employee can cash out at the end of the calendar year will not exceed 50 accrued hours vacation, in one-hour increments.

Employees meeting these eligibility criteria will be required to complete a Request for Vacation Buy Back and submit it to Human Resources no later than October 15th each year. Human Resources will verify the accrued balances and vacation usage. Once verified, requests will be submitted to Court Executive Officer for approval and payment. Payment will be made no later than the final full pay period in November.

ARTICLE 9 HOLIDAYS

9.1 Holidays

The following are established as holidays by the Judicial Council for all persons covered by this Agreement:

- a. January 1st
- b. The third Monday in January (Martin Luther King, Jr. Day)
- c. February 12th (Lincoln's birthday) – unless the Court holds the annual Court Training Day on the date observed for Lincoln's Birthday.
- d. The third Monday in February (President's Day)
- e. March 31st (Cesar Chavez Day)
- f. The last Monday in May (Memorial Day)
- g. July 4th
- h. The first Monday in September (Labor Day)
- i. The second Monday in October (Columbus Day)
- j. November 11th (Veteran's Day)
- k. The Thursday in November appointed as Thanksgiving Day
- l. The Friday following Thanksgiving Day
- m. December 25th

If any holiday falls on a Sunday, the following Monday shall be deemed a holiday in lieu thereof. If any holiday falls on a Saturday, the preceding Friday shall be deemed the holiday in lieu thereof.

If a judicial holiday falls on a Saturday or Sunday, and the Judicial Council designates an alternative day for observance of the holiday, the Court will give that day as a holiday.

9.2 Holiday Pay

Holiday pay is straight time. Unit members must be on paid status the workday prior and after such holiday.

9.3 Holidays Worked

Employees who are required to work on a holiday shall receive holiday pay plus compensation for such work performed at the employee's regular rate of pay for all hours worked. No employee shall be allowed to work overtime on a holiday without the express prior approval of the Court Executive Officer or designee.

ARTICLE 10 PAYDAY

Court employees are paid on Friday every two weeks (bi-weekly). The paycheck represents earnings from a previous pay period running from Friday of one week through Thursday two weeks later. Five (5) business days elapse after the end of the pay period before the employee is

paid. Accompanying the check or pay stub will be a statement of all earnings, voluntary and mandated deductions, and accrual of vacation and sick leave benefits.

If there has been an error in the paycheck received or if there are questions concerning the amount of the paycheck, the employee should notify their immediate supervisor.

ARTICLE 11 SPECIAL PAY PRACTICES

11.1 Mileage

For all employees who are required to use their private vehicle on Court business, the Court shall establish a per mile reimbursement rate that will be equal to the current rate of reimbursement of the Judicial Council of California.

11.2 Tuition Reimbursement

Employees may request reimbursement for courses offered through accredited colleges, universities, and technical schools that, in the Court's opinion, are reasonably related to employment.

The Court's approval of the request for tuition reimbursement shall be reviewed and based on the anticipated value of the program to the Court.

All requests for reimbursement must be submitted in advance of the start of the course and approved by the Court Executive Officer. Reimbursement will be provided only to employees who have successfully passed probation and are employed by the Court at the time the Court receives evidence of satisfactory completion of the course.

The court will reimburse employees up to \$1,200 per calendar year for approved tuition claims. Any reimbursement will be less other forms of financial aid, including but not limited to, scholarships and grants. Thus, employees are eligible for reimbursement under this Article only for the difference between the tuition costs and registration and the amount received from other sources of financial aid.

11.3 Bilingual Pay

Those employees who are: (1) certified by the Court, through testing, as proficient in verbal translation skills in a second language; and (2) regularly required to use their bilingual skills in the performance of their duties, shall receive twenty dollars (\$20) per paycheck biweekly in addition to their regular pay. The Court must schedule an employee's test for certification to take place within thirty (30) days of the employee's request to be tested. An employee on a leave of absence for an entire pay period is not eligible to receive bilingual compensation for that pay period.

ARTICLE 12 COURT TRAINING DAY

- 12.1 The Court reserves February 12 (Lincoln’s Birthday) or the date observed as the annual mandatory Court Training Day. If the Court does not hold the annual Court Training Day, then that day will be considered a Court holiday and employees will not receive a floating holiday in lieu of participation in the Training Day.
- 12.2 Represented employees who attend the training day shall receive their regular straight-time rate of pay for all hours spent attending the training day. Employees who attend the training day shall receive a floating holiday. An employee may use the floating holiday with prior approval by their supervisor and in accordance with Article 9.2. Floating holidays are not counted towards hours worked and must be used by December 31st of the year in which it was granted.
- 12.3 If an employee is unable to attend the mandatory training day for any reason, the employee will receive eight (8) hours of holiday time in accordance with Article 9.2 and will not receive the floating holiday for that calendar year.
- 12.4 Part-time employees who attend the Court mandated training day will receive prorated floating holiday benefits.

ARTICLE 13 HEALTH INSURANCE

13.1 Health Insurance Costs

The Court will absorb a portion of the health premium increase and maintain the percentage of the cost of health insurance, as noted below, through the remainder of the MOU (“the MOU” being the MOU commencing in 2018). The effective date shall be retroactive to the first month of the 2018 calendar year. At the conclusion of the MOU, the employee shall be responsible for paying any increase in premium for the medical plans (Gold PPO, HDHP, and SIMNSA) that occur following the expiration of the MOU, unless otherwise negotiated in a successor MOU.

- HDHP – 85% employer; 15% employee
- Gold PPO – 77% employer; 23% employee
- SIMNSA – 77% employer; 23% employee

13.2 Annual Healthcare Briefing

One employee and one SEIU representative may attend the health insurance broker’s annual briefing to management on the available health insurance plans and may provide feedback to management on the information provided by the broker.

ARTICLE 14 LIFE INSURANCE

The Court will provide to each bargaining unit member, at the Court's expense, group term life insurance coverage under the life insurance program as selected and modified by the Court, in the amount of \$20,000.

ARTICLE 15 BEREAVEMENT LEAVE

Every employee covered herein shall be entitled to nine (9) days of "bereavement leave" each year in a rolling 12-month period (measured backwards from the date of the request for leave). Bereavement leave may only be used in the event of a death or deaths in the employee's immediate family. "Immediate family," for purposes of this benefit, is defined to include the employee's spouse or registered domestic partner, grandparent, great-grandparent, parent, stepparent, father-in-law, mother-in-law, aunt, uncle, child, step-child, son-in-law, daughter-in-law, sibling, stepsibling, half-sister, half-brother, sister-in-law, brother-in-law, grandchild of either spouse or registered domestic partner, niece, nephew, or any relative living in the immediate household. No employee shall be entitled to more than nine (9) days of leave under this Article. Unused leave under this Article shall not accumulate from year to year.

ARTICLE 16 SICK LEAVE

16.1 Accrual

Regular full-time and regular part-time employees shall earn .05 hours of sick leave with pay for each paid, regularly scheduled working hour to a maximum of eighty (80) working hours in any pay period. No employee shall be entitled to sick leave with pay while absent from duty on account of any of the following reasons:

- a. Sickness or disability sustained while on a leave of absence without pay;
- b. Vacation;
- c. Sickness or injury incurred while working for an employer other than the Court.

16.2 Notification

Employees absent more than three (3) consecutive days may be required to furnish a certificate issued by a licensed physician, or other satisfactory proof of illness, upon the request of the supervisor. Any person absent from work because of sickness or injury shall notify, or cause his or her supervisor to be notified, at the beginning of the work day on the first day of such absence and any subsequent days. No person shall be allowed sick leave in excess of that actually accrued and credited to his or her sick leave account at the beginning of the pay period during which sick leave is used.

The employee claiming sick leave shall cooperate with the person designated by the Court Executive Officer to make investigations concerning claimed sick leave. Any employee claiming sick leave who makes a false claim, fails to cooperate in any investigation by the Court of his or her claim for sick leave, or makes a false statement shall not be entitled to any leave with pay for the time in dispute, and shall be subject to disciplinary action, including dismissal.

No employee shall be harassed, admonished, reprimanded, or in any way disciplined for the legitimate use of full paid sick leave.

16.3 Fraction of Day Use

In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one fourth (1/4) of one (1) hour (i.e., fifteen (15) minutes) while additional actual absence over one fourth (1/4) hour shall be charged to the next full half (1/2) hour.

16.4 Use of Sick Leave

Employees may use accrued sick leave for their own injury or illness or for any illness or injury of a child, parent, spouse or a domestic partner (as that terms is defined in Family Code section 297).

16.5 Catastrophic Leave

Catastrophic leave provides employees who have exhausted all available paid leave and are unable to work because of a catastrophic illness or injury the opportunity to receive donations of certain paid leave credits from co-workers.

To qualify for such leave, an employee must: (1) be on an approved absence from work; (2) be absent due to a catastrophic illness or injury; and (3) have exhausted all paid leave credits. A "catastrophic illness or injury" is defined as a life threatening and/or debilitating illness or injury that incapacitates an employee or an employee's immediate family member – defined as the employee's spouse, child or parent – and that requires the employee to be absent from work.

Employees who wish to apply for donated leave time under this provision should contact Human Resources to request a catastrophic leave request form. The completed request form must be submitted to Human Resources along with a health-care provider's certification of the catastrophic illness or injury, if not already provided by the employee. The request will be reviewed by Human Resources to ensure that it meets the eligibility criteria for receiving catastrophic leave donations. If the request is approved, an announcement of the opportunity to donate will be issue to Court employees.

Court employees may voluntarily donate vacation leave credits for use by another Court employee. Sick leave credits may not be donated. To donate, an employee must submit a completed leave donation authorization form to Human Resources (form to be provided by Human Resources). Each employee choosing to donate vacation credits must transfer a minimum of four (4) hours and whole hour increments thereafter. Donors must have a balance of no fewer than forty (40) hours of vacation leave remaining in their vacation leave banks after their donated time has been deducted.

Human Resources will transfer eligible leave credits, hour for hour, from the vacation leave records of donating employees to the recipient's sick leave record as the donated hours are used. Any donated hours pending when the recipient's need for catastrophic leave time has been met shall remain on the donors' vacation leave records.

Donated time is converted to sick leave accrued by the recipient of the donation and all terms and conditions regarding sick leave apply. Employees who receive donated credits will be required to use any leave credits they continue to accrue on a monthly basis prior to receiving credit from donations. The use of donations for catastrophic illness or injury will be limited to a maximum of twelve (12) continuous months for each occurrence.

ARTICLE 17 LAYOFF

The parties agree that in the event that a reduction in force for economic reasons becomes necessary that may require layoff of bargaining unit employees, the Court will provide thirty (30) days advance written notice to the Union and shall meet and confer with the Union regarding the layoff procedure. The Court Executive Officer's decision that a layoff is necessary shall not be subject to the grievance procedure in this MOU or any other appeal.

17.1 General Provisions

- A. The Court may undertake a layoff for organizational necessity based on the needs or resources of the Court, including, but not limited to, a reorganization or reduction in force.
- B. The Court may make a determination that this procedure shall not apply to employees who have special or unique knowledge or skills which are essential to the operations of the Court.

17.2 Written Notice

- A. Written notice of a layoff or demotion in lieu of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the Court's Human Resources Department within a reasonable period of time prior to the effective date of the separation or demotion but no less than seven (7) calendar days notice. If the notice is mailed, notice shall be deemed served upon return of a delivery receipt or receipt showing attempted delivery.
- B. Employees who receive a notice of a layoff or demotion may submit a written challenge to the proposal indicating why the employee believes that he or she has been improperly designated. The challenge notice must be submitted by the employee to the Assistant Court Executive Officer by the end of the third (3rd) calendar day after receipt of the notice. The Court will provide a written response regarding a decision of the challenge within three (3) calendar days.

17.3 Order of Layoff

- A. When a reduction in the work force is necessary, the Court will determine whether the layoff will occur on a Court-wide basis or in one or more Departments or Classifications. Once the scope of the layoff is determined, employees will generally be laid off in the following order:
 - 1. Temporary employees
 - 2. Limited-term employees
 - 3. Probationary employees newly hired (based on most recent hire/rehire date)

4. Regular employees (based on most recent hire/rehire date with the Court)

- B. When selecting employees for layoff, the Court shall choose employees based on inverse seniority on the most recent hire date with the Court. Employees with the least amount of seniority shall be separated first, except as otherwise provided herein.
- C. Equal Seniority: In cases of equal seniority among employees, the order of separation shall be based on the employee's record of attendance and performance as of one (1) year prior to the layoff notice provided to the employee.
- D. Seniority Defined: A privileged status based on length of continuous service.
- E. All wages and accrued vacation will be paid to the employee on their last day of employment.

17.4 Voluntary Separation

- A. Participating employees may not be re-hired by the Court in any capacity (e.g., extra help, working retiree, independent contractor, consultant, etc.) for at least 12 months from the date of separation unless approved as an exception by CEO.

17.5 Re-employment Rights

- A. Re-employment List - For a period of 18 months from the effective date of the layoff, employees who elect to remain on the Court's re-employment list possess the opportunity to be rehired. The re-employment list shall be in inverse order of layoff with the most senior employee rehired first. Re-employment would be at the salary step and range assigned to the classification for which the Court is filling. Re-employment in a different classification would be at the assigned salary range and step of the position for which the Court is filling. Re-employment does not prevent the Court's ability to use past progressive discipline upon re-employment.
- B. An employee must keep the court notified as to his or her current contact information. Employees will be contacted by last known phone number or email on file. Should an employee not be reached, a re-employment notice will be sent by certified mail to the employee's last known address as reflected in the Court's personnel files. The employee must, within seven (7) calendar days from the date the notice was mailed, notify the Court of his or her intent to return to work on the date specified in the re-employment notice and must return to work on the scheduled date.
- C. Refusal of re-employment – An employee who is placed on the re-employment list and who has been recalled to the Court but refuses re-employment or does not respond to the recall notice will no longer be eligible under the re-employment list however an employee may re-apply through the normal recruitment process. An employee who refuses an offer for reasons acceptable to the Court Executive Officer shall have his or her name restored to their former place on the re-employment list and shall lose only the then-available appointment opportunity. The Court shall notify the appropriate union representatives and the employee of either an employee's re-employment or removal from the eligibility list.

- D. Retirement – Upon re-employment, laid off employees shall not be required to redeposit retirement contributions withdrawn at the time of layoff or subsequently; however, that employee may have the ability to redeposit funds to the retirement system in accordance with the Imperial County Employees’ Retirement System (ICERS).
- E. Anniversary Date – Upon re-employment, a laid off employee’s anniversary date shall be in accordance with their rehire date.
- F. Probationary Period – An employee who was on probation prior to the layoff and is rehired to the Court shall serve out the remaining probationary period.

17.6 Demotion in Lieu of Layoff (Bumping)

- A. A regular employee who has been identified as the employee to be demoted to a lower paid classification and salary previously held may elect to be laid off in lieu of the demotion. Less senior employees who may be displaced as a result of the demotion shall follow the same process as outlined in this side letter. All Court employees are eligible for bumping rights.
- B. Upon demotion to a lower class, the employee’s salary shall be reduced to the salary and step that the employee would have been in provided they had remained in their previous classification and the merit date associated with that position. The employee shall receive time credit for service at their current classification in order to determine what salary and step the employee should be placed in upon demotion. An employee being bumped to a lower classification previously held may not receive a salary greater than their now current rate. In such circumstances, the employee will be bumped down to the next closest salary and corresponding step.

17.7 Administrative Decisions

- A. The Court Executive Officer retains the right to render final decisions resolving issues related to this procedure.

ARTICLE 18 GRIEVANCE PROCEDURE

18.1 Grievance Procedure

A grievance is defined as a dispute over the application of the specific terms or provisions of this Memorandum of Understanding by an employee adversely affected thereby or by SEIU and may be initiated by an employee, group of employees, or by SEIU on behalf of its members, but shall not include the following:

- a. Disciplinary actions which shall be subject to appeal through Court policies for the appeal of disciplinary actions.
- b. The exercise of any Court Management rights as specified in Article 5 of this Memorandum.
- c. An impasse or dispute in the meeting and conferring process.

18.2 Rights

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure. The grievant, upon his or her request, is entitled to representation by SEIU at each step of the grievance procedure.

18.3 Grievance Procedure Steps

Step (1) – Discussion with Immediate Supervisor

- a. The grievant shall first discuss the grievance informally with his or her immediate supervisor. The discussion shall be held within thirty (30) calendar days following the date of the action causing the grievance or the date the action could reasonably have been expected to be known to the grievant, but in no event longer than thirty-five (35) working days after the action.
- b. Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall respond in writing to the grievant within ten (10) working days following the date of the informal discussion between the grievant and the supervisor.

Step (2) – Formal Written Grievance

- a. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing on the form prescribed by the Court to the Director of Human Resources within ten (10) working days after receipt of the immediate supervisor's verbal response. The grievance shall state specifically which provision(s) of the Agreement have been violated, the facts upon which the alleged violation is based, and the remedy that the grievant is seeking.
- b. Within ten (10) working days following the date of the Court's receipt of the grievance, the Director of Human Resources shall respond in writing to the grievant stating his/her decision, the facts on which the decision is based, and the remedy or correction, if any, to be offered.
- c. Any grievance settled at this step shall be subject to the review and confirmation by the Court Executive Officer. If no settlement is reached, the grievant may initiate either: 1) Non-binding mediation with a third-party neutral; or 2) Step (3) of this procedure. Engaging in non-binding mediation shall not affect the grievant's right to initiate Step (3) of this procedure.

Step (3) – Court Executive Officer Review

- a. If a grievance is not settled at Step (2) of this procedure, the grievance may be appealed to the Court Executive Officer in writing within ten (10) working days

following the date of the Human Resources Manager's decision at Step (2) or the date upon which non-binding mediation is concluded, whichever is later.

- b. The Court Executive Officer shall confer with the employee and union representative or steward and prior levels of supervision involved in an attempt to affect a harmonious solution. A meeting may be held by mutual agreement of the parties. The Court Executive Officer shall reply in writing within twenty (20) working days following his/her receipt of the written grievance unless, by mutual agreement, the time limitation is extended. Said decision shall be final and binding.

Basic Rules

- a. Failure of the grievant to file within the specified time limit for any step of the grievance procedure shall constitute an abandonment of the grievance.
- b. Failure of any designated level of management to respond within the specified time limits shall cause the grievance to move to the next step in the process, if so desired by the grievant, effective as of the date by which management is required to respond.
- c. Upon written consent of both parties to a grievance, the time limitations at any level in the procedure may be extended.

18.4 Union Stewards

- a. Designation

For grievances filed under this article, meetings relating to disciplinary matters, and other formal appeals, SEIU may designate four (4) employees as union stewards and two (2) employees as alternate union stewards to serve on behalf of its members. The name of each Steward shall be provided in writing to the Court Executive Officer or the Director of Human Resources.

The Court affirms the right and recognizes the necessity of the Union to designate employees as "Stewards." It is agreed by the Court and the Union that the purpose of such Stewards is to promote an effective relationship between the Court and the Union. Any employee with a grievance shall be entitled to have a Steward or an SEIU representative represent him/her in any grievance meeting. The Steward must be designated in writing by the grievant. An employee may have no more than two (2) representatives at a given hearing, one being a Steward and one being the Union representative. If the Union representative is not available, an employee may have two (2) Stewards attend.

- b. Compensation

Stewards officially designated by SEIU shall receive a reasonable amount of release time to assist employees in grievance meetings provided the employee representative gives

reasonable advance notice to his/her supervisor and there is no compelling operational need that would prohibit such release. Such rights to release time shall not be abused and shall not otherwise interfere with the normal operation of the Court. In accordance with the law, the Court shall not transfer nor change the work locations of a Steward with the specific intent of altering the appointed list of designated Union Stewards.

c. Court Equipment

No employee representative shall place long distance telephone calls or use a Court vehicle or other Court equipment or materials, when providing services on behalf of a grievant, except that an employee representative may make incidental use of the Court's copier, telephone (for local calls only) and facsimile machine on non-work time.

18.5 SEIU Access

With notification to the Court Executive Officer, a non-employee representative of the Union may be granted reasonable access to the Court premises for the purpose of ensuring compliance with this Agreement. Such access shall not disrupt or interrupt the normal work of bargaining unit or other employees, nor disrupt or interfere with Court operations.

The Court Executive Officer or designee may deny access to the work location if, in his/her judgment, it is deemed that such a visit at the requested time would interfere with the operations of the Court, in which event the Court will offer an alternative time for the visit.

18.6 Steward Access

When a Steward desires to contact an employee at his/her work location, the Steward, after first obtaining permission from his/her own supervisor, which permission shall not be unreasonably withheld, shall first contact the immediate supervisor of that employee, advise him/her of the nature of the business, and obtain permission to meet with the employee. The immediate supervisor will make the employee available as soon as possible unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the Steward when he/she can reasonably expect to contact the employee. In no event shall the employee meeting with the Steward interfere with a court assignment or operational need. Where this prohibition extends beyond one (1) workday, the time limits of the grievance procedure shall be extended for the length of the delay.

18.7 Disciplinary Appeals

For members of this bargaining unit, an employee receiving discipline consisting of five (5) days or more of suspension shall be entitled to appeal the discipline through the Discipline Procedure outlined in the Court's Discipline and Discharge Policy (dated August 10, 2005) titled "Suspension without Pay of more than five days, Reduction in Pay, Demotion, or Termination."

ARTICLE 19 BULLETIN BOARDS AND MAIL BOX

19.1 Bulletin Boards

The Court will provide space on the bulletin boards located in each building for SEIU to post notices of official Union business. Inappropriate or offensive material will not be permitted. In addition, posted material may not be of a partisan political nature, nor shall it pertain to public issues that do not involve the Court or its relations with Court employees. The Court Executive Officer may remove postings that do not comply with the requirements of this section.

19.2. Union Mail Box

The Court will designate an SEIU mailbox at the Imperial County Superior Court and such other locations as may be agreed for the purpose of receiving written communications.

SEIU shall not have the right to use the Court mail service or any Court courier or internal mail service for any purpose. The Court mailbox shall be used only for mail:

1. Addressed to the Union. or
2. Addressed to Union Board Member or Officer, and
3. Which relates to the business with and of the Court.

The Union shall not use the Court mail service to correspond with a non-member, unless otherwise agreed to. If the Union receives correspondence via Court mail service from such a source, the Union shall inform the source that the Court or County mail service cannot be used for such correspondence.

The Court shall not be required to place or deposit Union dues/fees or employee paychecks in the Union Mail Box.

ARTICLE 20 DEFERRED COMPENSATION

As long as it is maintained by the Court, the Court agrees to provide employees the opportunity to participate in the Deferred Compensation Program.

ARTICLE 21 PROBATIONARY PERIOD

Regular employees hired, rehired, or promoted, shall serve a probationary period of one (1) year.

The exceptions to the one (1) year probationary period are limited to the following:

- Court Services Assistants who are promoted to a higher Court Services Assistant level within the same department in which they are already working shall serve a probationary period of six (6) months. For the purposes of this Article, departments are defined as the following: (1) Civil, (2) Criminal, (3) Traffic, and (4) Accounting.

- Judicial Assistants who are promoted to a higher Judicial Assistant level shall serve a probationary period of six (6) months.

ARTICLE 22 PERSONNEL FILES

An employee, upon written request to the Human Resources Department, may at reasonable times and intervals, inspect his or her personnel file that is used or has been used to determine the employee's qualifications for employment, promotion, additional compensation, termination or other disciplinary action.

If the employee's personnel file contains any written reprimands, written warnings, or written counseling memos, and the employee has not committed a similar offense within eighteen (18) months of the date of the written reprimand, written warning, or written counseling memo, upon request by the employee the employee's file will be purged of said written reprimand, written warning, or written counseling memo.

ARTICLE 23 DUES DEDUCTION

During the term of this Memorandum of Understanding, the Court shall deduct from the bi-weekly paycheck of each member of SEIU covered under this MOU, who has signed an appropriate authorization of dues deduction form, membership dues as determined by SEIU in accordance with SEIU's by-laws and constitution. SEIU shall notify, in writing, the Court Executive Officer or designee the dues amount to be deducted. SEIU shall also give written notice to the Court Executive Officer or designee of any change in the dues amount at least thirty (30) days prior to the effective date of said change. All amounts deducted by the Court under this article shall be remitted to SEIU. The Court shall also furnish to SEIU a list showing the name of each employee whose dues are included in the remittance and the amount thereof.

ARTICLE 24 ON THE JOB INJURY

24.1 Whenever any person employed by the Court is compelled by direction of a licensed physician to be absent from duty due to illness or injury arising out of and in the course of his or her employment, the employee shall receive full compensation for the scheduled work days falling within the first three (3) workdays of such absence, provided a written statement from the attending physician is submitted to the supervisor and transmitted to the Court Executive Officer. Failure to provide such statement shall cause the absence to be charged against accrued sick leave or as leave without pay. Any reimbursement under the Workers' Compensation Act for the first three (3) days of disability shall be paid to the Court. Thereafter during such absence, employees may elect to apply pro-rated accrued sick leave and earned vacation to such absence and to receive compensation to which they are entitled under the Workers' Compensation Act and their regular Court pay, not to exceed the amount of their accrued sick leave and earned vacation.

- 24.2 Unless the employee notifies the Court to the contrary, it will be presumed in all cases that the employee is electing to pro rate his or her accrued sick leave and earned vacation so as to receive full salary.
- 24.3 Whenever practicable, an employee incurring an on the job injury shall report the injury immediately to his or her supervisor. In no event shall such notification to Human Resources be delayed beyond twenty-four (24) hours.

ARTICLE 25 WORK FURLOUGHS

- 25.1 For the purpose of reducing Court expenditures, the Court may require any employee to take no more than thirteen (13) working days per fiscal year of leave without pay. This leave will be called a "work furlough." The Court shall provide at least ten (10) calendar days' written notice to each affected employee prior to the first day of each period of such work furlough. Prior to providing the notice, a Court representative will be made available to explain to representatives of SEIU the financial basis for the furlough. This is for informational purposes only. Nothing in this provision means that the decision to require the furlough is subject to the grievance procedure. Nothing in this provision means that a work furlough is subject to meet and confer.
- 25.2 Periods of work furlough shall not affect an employee's entitlement to Court contribution toward health benefits, accrual of seniority, accrual of vacation and sick leave, period of probationary employment, or anniversary date; nor shall a period of work furlough be considered a break in service. Periods of work furlough shall not adversely affect an employee's retirement service credit or otherwise reduce his/her retirement benefits. In a department in which there are both bargaining unit members and non-bargaining unit members in the same classification (i.e., extra help, temporary, seasonal, substitute), the non-bargaining unit members will not be employed during periods when bargaining unit members in the same classification in the department are on work furlough.
- 25.3 No employee may be required to take more than five (5) days per month of work furlough. If a furlough is required for more than one (1) day in a month, the employee's pay will not be reduced by more than one (1) day per pay period. The Court will establish a schedule of pay reductions, in advance of and/or following the furlough to complete the pay reduction. Pay reductions may be in units of less than one day per pay period. If an employee is separated from service, any remaining reduction will be taken from the employee's remaining pay due.

ARTICLE 26 RETIREMENT CONTRIBUTIONS

The Court participates in the Imperial County Employees' Retirement System (ICERS) and is subject to the applicable policies, procedures, practices and regulations. Retiree Health Insurance is provided to employees upon retirement in accordance with the County of Imperial's retiree health insurance plan.

ARTICLE 27 NO STRIKE LANGUAGE

During the term of this agreement, the SEIU shall not engage in or encourage employees to engage in any job action, including but not limited to a strike, sympathy strike, sick out, slow down or blue flu.

ARTICLE 28 SEVERABILITY OF PROVISIONS

If any provision of this Agreement, or any section, subsection, subdivision, sentence, clause, phrase, word or portion thereof should be invalid or contrary to law, the remaining provisions shall not be affected, but shall continue to be given full force and effect as if the part so held had not been included herein.

ARTICLE 29 INVOLUNTARY REASSIGNMENT AND ROTATIONS

When the Court decides to reallocate or rotate employees to a new court assignment(s) or a new physical work locations as a result of a work force reduction, operational need, or administrative issues, when the Court deems it to be operationally possible, the Court may first seek volunteers.

The Court will, to the extent operationally possible, provide a minimum of three (3) working days' notice regarding such reassignment or rotation.

ARTICLE 30 EMPLOYEE ENTRANCE

Upon completion of the move of Valley Plaza employees to the Main Court, the Court shall create and maintain a separate entrance for employees to enter the work facility, separate and apart from the public, for the period 7:45 a.m. to 8:15 a.m. and 12:45 p.m. to 1:15 p.m. only. Attorneys will also be allowed to use this separate entrance.

Upon completion of the new courthouse, the Court will no longer be required to maintain a separate employee entrance at the Main Court.

ARTICLE 31 LABOR MANAGEMENT COMMITTEE

The Employer and the Union shall establish and maintain a Labor Management Committee. The purpose of the Committee is to promote harmonious working relations between the parties and to allow the parties to discuss issues of mutual interest relating to the bargaining unit. The Committee shall be advisory and shall have no authority over matters within the scope of representation or matters subject to the grievance procedure or other established appeal procedures, and shall in no way erode Court management rights. In addition, the Committee shall not be used as a forum to discuss or address individual personnel matters.

The Committee shall be comprised of four (4) Employer representatives and four (4) Union representatives. The Committee shall meet at least quarterly during regular business hours, or may meet more frequently from time to time upon mutual agreement to do so.

The parties agree that the Committee is a joint endeavor. Meeting dates and times will be by mutual agreement (subject to the requirement that the Committee meet at least quarterly). The Committee will formulate recommendations for Court management consideration by working through to consensus. Recommendations from the Committee will be sent to the CEO and a reply to the Committee will be provided within forty-five (45) days thereafter.

Through the Labor Management Committee, the Court and SEIU shall discuss the topic of creation of departmental work procedure manuals.

FOR THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF IMPERIAL

DATED: _____
_____ Maria Rhinehart, CEO

FOR SEIU – CLERICAL/TECHNICAL UNIT

DATED: _____
