

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MARIN COUNTY SUPERIOR COURT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
MARIN COUNTY SUPERIOR COURT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

**CHAPTER 1
GENERAL PROVISIONS**

Article 1.1 Introduction

Section 1.1.1 Scope of Agreement

The salaries, hours, fringe benefits and working conditions set forth herein have been mutually agreed upon by the designated bargaining representatives of the Marin County Superior Court (hereinafter called “Court”) and the Service Employees International Union (“SEIU”) 1021 (hereinafter called “Union”) and shall apply to regular full-time and regular part-time employees of the Court working in the Clerical and Technical Bargaining unit.

Section 1.1.2 Term

This Agreement shall be in effect from December 3, 2022 through December 2, 2025. It shall continue in effect thereafter from year to year unless either party gives 120 days’ notice prior to December 2, 2025, to terminate or modify this Agreement.

Article 1.2 Recognition

The Court hereby recognizes the Union as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for regular full-time and regular part-time employees in the Clerical and Technical Bargaining Unit. (Classifications in this bargaining unit are listed in Appendix A.)

Section 1.2.1 Notice to Employees

The Court shall notify the new employees that the Union is the recognized employee organization for the employee’s classification.

Section 1.2.2 Available Copies

The Court agrees to keep a copy of this Agreement in the Human Resources Department and to make it available for inspection by Court employees upon request.

Article 1.3 Concerted Activities

Section 1.3.1 Strikes and Lockouts

During the term of this Agreement, the Court agrees that it will not lock out employees, and the Union, despite any sanctions or instructions by their international union or Central Labor Council, agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this Agreement. The Union will take whatever lawful steps that are necessary to prevent any interruption of work in violation of this Agreement, recognizing, with the Court, that all matters of controversy within the scope of this Agreement shall be settled by the grievance procedure.

Section 1.3.2 Suspension of Deductions

Should any employees within the unit, with the support of the Union, engage in any strike, slowdown, or other work stoppage, during the term of this Agreement, the Court may cease dues and/or agency fee deductions immediately.

Article 1.4 Discrimination

Section 1.4.1 Union Discrimination

The Court will not discriminate against employees or union stewards in their continued employment or promotions on the basis of their membership in or representation of the Union.

Article 1.5 Workplace Conduct

Section 1.5.1 Workplace Conduct

The Court and the Union agree that employees, supervisors and managers should treat each other, regardless of position, with courtesy, dignity, and respect.

Claimed and/or perceived violations of this provision may not be grieved. However, concerns arising under this Section may be brought to the employee's immediate supervisor or, if the immediate supervisor is involved, to a higher authority within the employee's "chain of command," within ten (10) working days of the event giving rise to the concern. If employees are not comfortable discussing the issue with either their respective supervisor or manager, they may bring the issue directly to the attention of any Leadership Team Members, Human Resources Department, Court Executive Officer or the Joint Labor/Management Committee.

Disposition by the supervisor, or higher authority, shall be final and binding.

Article 1.6 Severability

Section 1.6.1 Severability

If any article or section of this Agreement shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall be not affected thereby, and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 1.7 Defined Standard Work Day, Work Week and Other Time Intervals

Section 1.7.1 Application

The meaning of terms utilized in this Agreement shall be as follows in this Article.

Section 1.7.2 Standard Work Day

The standard work day is defined, for the following classifications, as:

Child Custody Recommending Counselor
Family Law Examiner
Court Investigator -- Eight (8) hours

All other classifications -- Seven and one-half (7.5) hours

Section 1.7.3 Standard Work Week

The standard work week is defined, for the following classifications, as:

Child Custody Recommending Counselor
Family Law Examiner
Court Investigator -- Forty (40) hours

All other classifications --Thirty-seven and one-half (37.5) hours

Section 1.7.4 Bi-weekly Period

The bi-weekly period, a pay period, is defined, for the following classifications, as:

Child Custody Recommending Counselor
Family Law Examiner
Court Investigator -- Eighty (80) hours

All other classifications -- Seventy-five (75) hours

This Section will expire if, during the term of this Agreement, the Court is required by the State to pay on a schedule other than bi-weekly. If, however, during the term of this Agreement, the Court has a choice between a bi-weekly payroll system and another payroll system (e.g., one that pays monthly), the Court will choose the system that permits it to pay on a bi-weekly basis.

Section 1.7.5 Annual Period

The annual period is defined, for the following classifications, as:

- Child Custody Recommending Counselor
- Family Law Examiner
- Court Investigator -- Two thousand and eighty (2080) hours

- All other classifications -- One thousand nine hundred fifty (1950) hours

Section 1.7.6 Managerial Right to Furlough or Layoff

Nothing in this Article shall affect the Court’s managerial right to furlough or layoff for fiscal or organizational necessity. If the Court determines a furlough is necessary, the Court will meet and confer with the Union regarding the impact of the furlough determination.

Section 1.7.7 Request for Reclassification

If an employee completes a PDQ (Position Description Questionnaire) to reclassify his/her position to a higher level classification, Court Administration will evaluate it and respond to the employee requesting reclassification within ninety (90) calendar days of the Court’s receipt of the PDQ.

Section 1.7.8 Lead Clerk Rotation

The Court will make reasonable efforts to rotate every 12 months the Court Processing Specialists performing “lead” duties. Depending on various factors including, but not limited to, the availability of a CPS who, in management’s judgment, is qualified to assume “lead” duties, the Court may need to deviate from this schedule from time to time.

Article 1.8 CMS Training

Section 1.8.1 Training Standards

Within one (1) year of implementing the new case management system (CMS) system, the Court shall create CMS training standards and workflows to help develop a well-trained professional workforce. The training standards should equip employees with appropriate skills, knowledge, and abilities. Newly-hired or promoted employees shall have access to the CMS training standards and workflows, and they shall be used as the basis for training employees to utilize the CMS system.

No later than May 2024, the Union and Court shall establish a Joint Labor Management Subcommittee to review the CMS training standards and workflows, and revise as appropriate.

The Union may select up to five (5) Union representatives to serve on the committee. The Court may select up to five (5) representatives to serve on the committee.

The frequency of the meeting shall be mutually agreed upon when the committee first convenes.

The purpose of this section is to create training standards for each classification utilizing the CMS system and workflows to facilitate effective, efficient, and equitable training of all employees.

CHAPTER 2 WAGES

Article 2.1 Salary Increases

Section 2.1.1 Wages

Effective the first pay period following ratification of the Agreement, bargaining unit employees in all represented classifications shall receive a base wage increase of four percent (4%).

Effective the first pay period in December 2023, bargaining unit employees in all represented classifications shall receive a base wage increase of three percent (3%).

Effective the first pay period in December 2024, bargaining unit employees in all represented classifications shall receive a base wage increase of three percent (3%).

Section 2.1.2 Additional Wage

Towards the end of each fiscal year, the Court Executive Officer shall have the sole discretion to determine if, and in what amount, a one-time, non-base-building Lump Sum Payment will be provided to all bargaining unit employees. If the Court Executive Officer determines that a one-time non-base-building Lump Sum Payment will be provided to all bargaining unit employees, the Court and the Union will meet and confer regarding how that predetermined amount will be distributed to all bargaining unit employees.

The Court Executive Officer's action pursuant to this section shall not be subject to the Grievance Procedure.

Article 2.2 Step Increases

Section 2.2.1 Effective Date

An employee shall be eligible to receive a step increase within his/her salary range effective the first day of the pay period following completion of the specified conditions set forth in this Article.

Section 2.2.2 Promotions and Salary Step Increase Percentages

Except for advancement from CPS I to CPS II, an employee promoted to a position or classification in a class with a higher maximum salary range shall be placed at the step of the new range that is not less than five percent (5%) above the employee's former salary. An employee shall have a new salary anniversary date which is the effective date of the employee's promotion. On the new salary anniversary date, the employee shall commence a new probationary period. In no event shall an employee receive more than the top step of the new salary pay range.

Advancement from CPS I to CPS II will be a sliding classification series, and an employee will advance upon successful completion of his/her probationary period as a CPS I. Upon advancement to CPS II, there will be no new probationary period and the employee will receive no less than a five percent (5%) step increase and have a new salary anniversary date.

Section 2.2.3 Eligibility

An employee shall be eligible for a step increase one year following their salary anniversary date and each year thereafter until such time as the top step of the salary pay range is reached, provided said step increase is supported by a performance evaluation and all other requirements are met.

Section 2.2.4 Performance Evaluation Required

A performance evaluation that receives a rating of Meets Standards is required for advancement to each successive step of the pay range. Employee performance will be evaluated on the Court's regular performance evaluation document in accordance with Court policy. Employees may choose to discuss performance evaluations with their supervisors or managers and formally enter responses to evaluations in writing, to be placed in their personnel files.

Managers and supervisors shall make reasonable efforts to complete performance evaluations within one month prior to the employee's salary anniversary date. In any area rated "Unacceptable" or "Exceeds Performance Expectations", the supervisor shall attach the reason(s) in the commentary section. Said reasons shall include specific examples for the rating.

Section 2.2.5 Extra Hire Conversion

An extra-hire employee who continuously occupies a position, if thereafter appointed on a regular hire basis, shall have the anniversary date of step increases calculated from the first day of current extra-hire employment.

Section 2.2.6 Extra Hire Step Increases

Extra-hire employees may be advanced one step in a salary range the first day of the pay period following completion of total paid service equivalent to the probationary period or annual period set forth for regular hire employees in same classification.

Article 2.3 Probationary Periods

Section 2.3.1 In General

All probationary periods, including those for new hires and promoted employees, shall be one year. A written progress report shall be provided to the affected employee no later than four (4) months and eight (8) months into their probationary period.

The Court Executive Officer may authorize a one-time extension of the probationary period of an employee for a period not to exceed six (6) months, upon furnishing the employee with a statement of the reason for such extension, and the required standards that must be met in order for the employee to successfully complete the probationary period. A written progress report shall be provided to the affected employee no later than the halfway point of the extended probationary period.

Section 2.3.2 Promotion

An employee who is promoted shall serve the probationary period that is applicable to the position to which he/she was promoted. An employee failing to pass the probationary period in the promoted position shall be allowed to return to the classification from which the employee was promoted, bumping out any less senior incumbent employee in the classification.

Section 2.3.3 Performance Evaluation

The Court will evaluate new hire probationary employees during their probationary period. However, failure to do so shall not affect the Court's right to terminate an employee during or at the end of his or her new hire probationary period, for any reason, and without the employee's right to appeal.

Article 2.4 Specified Wage Adjustments

Section 2.4.1 Temporary Promotion

In the case of an employee's authorized absence from work for medical reasons for more than 30 days, or in the case an employee's position is vacant for more than 30 days, the Court Executive Officer may temporarily promote an employee to the absented or vacant position. To be eligible for the additional pay described below, the temporarily promoted employee must regularly perform the majority of duties of the job with the higher classification for a minimum of ten (10) consecutive days and throughout the duration of the temporary promotion.

In such cases, the employee shall be paid an additional five percent of the employee's present salary, or the first step of the salary range for the job for which the employee has received a temporary promotion, whichever is higher. In no event, shall an employee receive more than the top step of the higher classification to which the employee is temporarily promoted.

This section does not apply when an employee is absent from work for the purpose of using his/her approved PTO. It will apply when an employee is absent from work due to a work related illness or injury and is using PTO benefits during that absence.

Section 2.4.2 Bilingual Skills Differential Pay

An employee who is bilingual in a language acceptable to the Court will be eligible to receive a three percent (3.0%) salary differential based on their hourly pay rate for time worked using such language skills.

Until August 31, 2020, employees in the classification of CPS I, CPS II or CPS III who agree to provide Spanish translation are eligible to become certified by the Court as proficient in speaking Spanish. The Court shall have five (5) total positions available for employees certified as proficient in speaking Spanish. There will be two positions in the Criminal/Traffic Division, one position in the Legal Self Help Services Office, and two positions in the Civil/Records Division. Employees working in these five positions are eligible to receive a differential of three percent (3.0%) added to their regular rate of pay.

Beginning September 1, 2020, employees who are assigned to provide translation are eligible to become certified by the Court as proficient in speaking the assigned language. Employees who are certified and assigned to provide translation are eligible to receive a differential of three percent (3.0%) added to their regular rate of pay.

The Court reserves the right to request staff as needed to temporarily cover language access needs in both their assigned division and other divisions.

Section 2.4.3 Certified Realtime Wage Differential

A Court Reporter who is a Certified Realtime Reporter (CRR) by the National Court Reporters Association (NCRA) shall receive a base wage differential of seven percent (7%) added to their regular rate of pay. A Court Reporter who receives this compensation is responsible for maintaining continuous membership to the NCRA and for fulfilling all continuing education requirements to maintain their NCRA/CRR certification, and must provide documentation supporting that they have fulfilled these expectations to the Court on an annual basis.

A Court Reporter who successfully obtains a California Certificate in Real-time Reporting (CCRR) from the Deposition Reporters Association of California (DRA) or is a Certified Realtime Generalist (CRG) from the California Court Reporters Association (CCRA) shall receive a base wage differential of five percent (5.0%) added to their regular rate of pay. A Court Reporter who receives this compensation is responsible for keeping their CCRR or CRG certification in good standing with the DRA or CCRA, and must provide evidence of this good standing to the Court on an annual basis.

No Court Reporter may stack a Certified Realtime Reporting Wage Differential with the Court-Qualified Realtime Reporting Wage Differential (as established in Section 2.4.4).

Section 2.4.4 Court-Qualified Realtime Reporting Wage Differential

From January 1, 2020 to December 31, 2020, in order to determine best practices and procedures, the Union and the Court shall identify Court Reporters to pilot Court-qualified realtime reporting.

During the pilot period, a Court Reporter who is deemed by the Court as qualified to provide Court-qualified realtime reporting services shall receive a four percent (4%) base wage differential for each qualifying pay period. In order to be qualified for the differential, a Court Reporter shall submit a Court-approved provider agreement to Human Resources, have Court approved realtime reporting equipment, and must be deemed qualified at the discretion of the Presiding Judge. Court-approved provider agreements must be submitted to Human Resources on an annual basis. The Presiding Judge may revoke a Court Reporter's qualification to provide Court-qualified realtime reporting at any time based on performance feedback from other judges and/or the use of unapproved equipment. The Court shall not revoke the Court-qualified realtime reporting qualification of any Court Reporter without good cause. The Presiding Judge's decision to revoke a Court Reporter's Court-qualified realtime qualification shall not be subject to the Grievance Procedure.

Realtime services in the context of this section are defined as the Court Reporter's possessing and employing the ability to convert the spoken word into English text instantly into a feed that can be read by a judicial officer. Nothing in this section shall be interpreted to enable or allow for the provision of Court-qualified realtime reporting in response to Americans with Disabilities Act accommodation request warranting the provision of Communication Access Realtime Translation ("CART") services.

No Court Reporter may stack the Court-Qualified Realtime Reporting Wage Differential with a Certified Realtime Reporting Wage Differential (as established under Section 2.4.3).

At the end of the pilot period, the Court and the Union shall meet and confer regarding the continued viability of Court-qualified realtime reporting.

CHAPTER 3 FRINGE BENEFITS

Article 3.1 Medical, Vision, Dental, Life, and Court Retirement Contribution

Section 3.1.1 Continuation

Throughout the term of this Agreement, the Court will offer medical, dental, vision, long term disability, and life group insurance plans. If the Court is required to discontinue one or more of these plans during the life of this Agreement, it will replace it/them with plan(s) having the same or substantially similar benefits.

Section 3.1.2 Non-Stated Benefits

The Court and the Union agree that the benefits specifically stated in the basic contract with insurance and retirement providers or applicable contract addendums fully and completely provide the benefit programs specifically negotiated and agreed to by the parties. Other or related benefits not specifically provided in these contracts may not be inferred by either party.

Fringe benefits shall apply to regular employees only.

Section 3.1.3 Court Contribution

The Court will contribute the amounts indicated below per bi-weekly pay period toward the cost of medical, dental, vision, and life insurance coverage.

Medical

The Court shall contribute the following amounts for medical insurance benefits for all regular full-time employees covered by this Agreement, not to exceed the total premium:

- a. The Court shall pay up to \$376.83 per pay period for coverage of an eligible employee.
- b. The Court shall pay up to \$753.66 per pay period for coverage of an eligible employee plus one dependent.

- c. The Court shall pay up to \$1,002.37 per pay period for coverage of an eligible employee plus two or more dependents.

The Court's contribution amounts for the medical insurance benefits for all regular full-time employees covered by this Agreement shall increase in accordance with the rate increases to the Kaiser Silver Plan premium rates if the mechanism to fund trial court employee benefits remains substantively consistent. The Court shall notify the Union within a reasonable amount of time from when it becomes aware of the establishment of substantive changes to the mechanism to fund trial court employee benefits, and the parties shall thereafter meet and confer over the impact of the Court's decision about the ability to increase future contribution amounts for all regular full-time employees covered by this Agreement to match increases in the Kaiser Silver Plan premium rates for the duration of this Agreement.

Dental

The Court shall contribute the following amounts for dental insurance benefits for all regular full-time employees covered by this Agreement, not to exceed the total premium:

- a. The Court shall pay up to \$24.96 per pay period for coverage of an eligible employee.
- b. The Court shall pay up to \$46.49 per pay period for coverage of an eligible employee plus one dependent.
- c. The Court shall pay up to \$72.67 per pay period for coverage of an eligible employee plus two or more dependents.

The Court's contribution amounts for the dental insurance benefits for all regular full-time employees covered by this Agreement shall increase in accordance with the rate increases to the Delta Dental premium rates if the mechanism to fund trial court employee benefits remains substantively consistent. The Court shall notify the Union within a reasonable amount of time from when it becomes aware of the establishment of substantive changes to the mechanism to fund trial court employee benefits, and the

parties shall thereafter meet and confer over the impact of the Court's decision about the ability to increase future contribution amounts for all regular full-time employees covered by this Agreement to match increases in the Delta Dental premium rates for the duration of this Agreement.

Vision

The Court shall contribute the following amounts for vision insurance benefits for all regular full-time employees covered by this Agreement, not to exceed the total premium:

- a. The Court shall pay up to \$2.25 per pay period for coverage of an eligible employee.
- b. The Court shall pay up to \$5.05 per pay period for coverage of an eligible employee plus one dependent.
- c. The Court shall pay up to \$7.20 per pay period for coverage of an eligible employee plus two or more dependents.

The Court's contribution amounts for the vision insurance coverage for all regular full-time employees covered by this Agreement shall increase in accordance with the rate increases to the vision insurance coverage rates if the mechanism to fund trial court employee benefits remains substantively consistent. The Court shall notify the Union within a reasonable amount of time from when it becomes aware of the establishment of substantive changes to the mechanism to fund trial court employee benefits, and the parties shall thereafter meet and confer over the impact of the Court's decision about the ability to increase future contribution amounts for all regular full-time employees covered by this Agreement to match increases in the vision insurance coverage rates for the duration of this Agreement.

Basic Life

The Court shall contribute up to \$0.84 per pay period for basic life insurance coverage for eligible employees.

The Court's contribution amounts for the basic life insurance coverage for all regular full-time employees covered by this Agreement shall increase in accordance with the rate increases to the basic life insurance coverage

rates if the mechanism to fund trial court employee benefits remains substantively consistent. The Court shall notify the Union within a reasonable amount of time from when it becomes aware of the establishment of substantive changes to the mechanism to fund trial court employee benefits, and the parties shall thereafter meet and confer over the impact of the Court's decision about the ability to increase future contribution amounts for all regular full-time employees covered by this Agreement to match increases in the basic life insurance coverage rates for the duration of this Agreement.

Section 3.1.4 Part-Time Employees

Part-time regular hire employees, who are regularly assigned to work half of a pay period or more, shall be entitled to all employer contributions to benefits provided in this Article on a pro rata basis. Part-time employees who are regularly assigned to work less than 75% are not eligible for retirement benefits.

Section 3.1.5 Employees Excluded

All regular hire employees, regularly assigned to work less than a half of a pay period, who do not qualify as part-time employees above, will be ineligible for any of the benefits contained in this Article.

Section 3.1.6 Waiver of Participation

Any employee covered by this Agreement may make written application to the Court for waiver of participation in any of the Court's group medical insurance plans. The employee must provide the Court with acceptable proof of equivalent coverage through other sources (e.g., coverage under a medical plan of his/her spouse's employer). If the Court accepts the application for waiver, the Court will pay the employee \$100.00 per bi-weekly pay period in lieu of Court-sponsored medical insurance.

Section 3.1.7 Domestic Partner Coverage

The Court agrees to offer medical, dental and vision insurance coverage for the registered domestic partners of regular employees eligible for these benefits. "Registered" means registered with the State of California through the California Secretary of State. In order to register, domestic partners must share the same residence, be at least 18 years old and be of the same sex. If they are of the opposite sex, at least one of the partners must be over the age of sixty-two.

Section 3.1.8 Double Supplemental Life Insurance

The Court will provide SEIU, Local 1021-represented employees the opportunity to apply for double supplemental life insurance during any open enrollment period. Coverage is subject to the decision of the insurance carrier.

Section 3.1.9 Benefit Plans

The Court will offer employees covered by this Agreement the benefit plans set forth in Section 3.1.10, below, at the benefit levels in effect at the time the Court signs this Agreement, provided that the County of Marin continues to offer these benefit programs to its employees at these levels. Employees will bear the cost of these coverages.

Section 3.1.10 IRS Section 125 Plan

The Court will offer the IRS Section 125 plan to allow: 1) employee-paid premiums to be paid with pre-tax dollars; b) participation in a Dependent Care Assistance Program (DCAP); and c) participation in a Medical Reimbursement Program.

Article 3.2 Retirement

Section 3.2.1 In General

All employees who work 75% or more of full-time and are less than 60 years old at the time of hire shall be members of the Marin County Retirement Plan governed by the "County Employees Retirement Law of 1937." Eligible employees hired prior to 7/1/80 shall be enrolled in Tier 1, unless they elected conversion option to Tier 2. Eligible employees hired on or after July 1, 1980, and prior to July 7, 2002, shall be enrolled in Tier 3, unless they elected to remain in Tier 2. Eligible employees hired on or after July 7, 2002 shall be enrolled in Tier 3. Eligible employees hired on or after January 1, 2009 shall be enrolled in Tier 4, and the minimum retirement age for employees in retirement plan Tier 4 will be 55. Eligible employees hired on or after January 1, 2013 shall be placed into the retirement tier for which they are eligible in accordance with the law (including but not limited to the Public Employees' Pension Reform Act of 2013) and Marin County Employees Retirement Association requirements.

Section 3.2.2 Retiree Medical and Dental Benefits

Employees may be eligible to participate in the retiree medical and dental plans as determined by and summarized in the Marin County Employee Retirement Association literature.

To determine eligibility for and level of benefits under this section, employees should inquire at the County Retirement Office.

Section 3.2.3 Benefit Plan Number Four

Eligible employees hired on or after January 1, 2014 shall be enrolled in Benefit Plan Number Four. Under Benefit Plan Number Four, the Court pays one hundred and fifty dollars (\$150.00) per year of service (up to a maximum of 20 years) annually, and the employee pays the remainder for coverage of the employee and any eligible dependents.

Article 3.3 Sick Leave

Section 3.3.1 Eligibility and Accrual

All regular full-time, part-time, and extra hire employees begin earning sick leave on the date of hire. Regular full-time employees earn 12 sick leave days per year. Employees working less than full-time earn .0462 of an hour sick leave for each hour on regular paid status.

Employees may carry over accrued sick leave from one calendar year to the next, with no maximum accumulation. Employees do not earn sick leave during any unpaid leave of absence.

Section 3.3.2 Extra Hire Conversion

An employee who has worked on an extra-hire basis for at least twenty-two (22) of the twenty-five (25) regularly scheduled working days immediately preceding appointment on a regular hire basis, at that time, shall be credited with sick accruals of extra-hire time on the basis of actual time (hours) worked. Extra-hire employees shall be notified of this benefit at time of hire.

Sections 3.3.3 Use of Sick Leave

Sick leave may be taken for a personal illness, emergency, disability, or for family care or medical leave as described in the Court's policy. Employees may also use sick leave: a) to attend to an illness of a child, parent, spouse, or registered domestic partner; b) to attend to an illness of a stepchild, child of a registered domestic partner, stepparent, grandparent, or person for whom the employee is the legal guardian;; c) for medical and dental appointments; d) if the employee or his/her child is a victim of domestic violence, in order to obtain relief (e.g., restraining order) to help ensure the health, safety and welfare of the employee and/or his/her child, as is contemplated by California Labor Code section 230; and e) any other purpose(s) allowed by law.

Employees on sick leave for five (5) or more consecutive days may be required by the Court to provide a medical certification of their absence or, in the case of domestic violence, other documentation of their absence, as a condition of continuing on sick leave status or as a requirement for returning to work. If the Court has reasonable suspicion of sick leave abuse, a medical certification may be required for any sick leave. If so required, sick leave pay may be withheld if the employee does not provide a satisfactory verification.

The Union recognizes the Court's right to verify the validity of any sick leave usage by any employee at any time the Court reasonably believes sick leave abuse has occurred. The Court recognizes an employee's right to utilize sick leave for appropriate purposes.

Section 3.3.4 Notice of Planned Sick Leave

The employee must notify the employer in advance if the sick leave is planned, as may be the case with scheduled doctor's visits.

Section 3.3.5 Sick Leave Borrowing

Eligible employees will receive their regular rate of pay for any sick leave taken. During the first six months of employment as a new Court employee, said employee may borrow, one time only, up to five work days of sick leave. Such sick leave borrowed shall be subtracted from future sick leave accruals until accrual equals the borrowed sick leave taken.

Section 3.3.6 Exceptions

Sick leave with pay shall not be granted for any injury attributable to an outside occupation, for which Workers' Compensation benefits are available and engagement therein has not been authorized.

Section 3.3.7 Bereavement Leave

For regular full-time and regular part-time employees, the Court may grant leave with pay up to three (3) working days per calendar year in cases of the death of a person with a familial relationship to the employee. If the employee needs more time for the occurrence, the Court may grant leave with pay for up to two (2) additional working days, that will be charged against the employee's PTO or sick leave. In addition, the Court may grant leave with pay up to five consecutive working days per occurrence (i.e., death), in cases of the death of a person with a familial relationship to the employee, which shall be charged against the employee's accumulated PTO or sick leave.

Section 3.3.8 Conversion Upon Retirement

Upon retirement, employees may convert 75% of their unused, accrued sick leave balance to retirement service credit.

Article 3.4 State Disability Insurance

Section 3.4.1 In General

All regular full and part-time employees are eligible for disability insurance in accordance with the Court's policy. Employees on medical disability are responsible for applying for state disability insurance benefits with the Employment Development Department.

Employees will have the full premium cost for state disability insurance coverage deducted from their paycheck and no Court contribution will be made toward participation in the plan.

Section 3.4.2 Integration of Benefits

Except as provided in Section 3.4.3, below, disability insurance benefits will be coordinated with other paid benefits during the leave, such that the total amount received by the employee will not exceed his or her regular wages. State disability insurance benefits as determined by the State of California, if applicable, will be applied first. Long-term disability insurance benefits, if applicable, will be applied second. Accrued sick leave and approved paid time off will then be applied in a proportionate amount which, when added to SDI and LTD, if applicable, will provide compensation equal to the employee's regular wage or salary.

Section 3.4.3 Limitation on Integration and Paid Insurance Benefits

With the exception of employees receiving SDI for pregnancy disability, the coordination of SDI benefits with other earned leave shall not exceed twelve (12) workweeks in a rolling 12-month period, measured backwards from the date leave begins. Once the coordination of benefits ceases, the employee will be required to charge any remaining leave time against his/her sick leave and/or PTO balances, until such time that paid leave is exhausted.

Article 3.5 Industrial Injury

Section 3.5.1 In General

For benefits under Workers' Compensation, an employee should report injury to his/her supervisor within twenty-four (24) hours. The Court will coordinate benefits for all Workers' Compensation claims.

Workers' Compensation leave is leave available to any Court employee who is temporarily unable to work as a result of a work-related injury or illness. This insurance coverage may provide medical, surgical and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. All employees are eligible for such leave. The Court pays the complete cost of this insurance.

Any employee who sustains a work-related injury or illness must immediately inform the Court's Human Resources Department. This will enable eligible employees to qualify for coverage as soon as possible. As with all medical leaves of absence, the employee must provide medical verification regarding the status of the medical condition, including the expected date of return to work, and any changes in medical condition that may affect a return to work. Medical certification that the employee is released to return to work is required before the employee will be permitted to return.

Benefits such as paid time off and sick leave will not accrue while an employee is on Workers' Compensation leave. Medical insurance premiums while on leave will be treated in the same manner as with other medical leaves of absence.

Section 3.5.2 First Week Coverage

In cases where Workers' Compensation is not immediately payable, the Court will provide full pay, without charge against sick leave, during the first five (5) work days off work, or any portion thereof, following an industrial accident, provided that: the accident is, in fact, work related; that time off work is warranted; and that the duration of the time off work is warranted. In the event Workers' Compensation benefits are denied, the Court will charge against the employee's sick leave or other accrued time off the compensation the Court paid under this paragraph.

Section 3.5.3 Integration of Benefits

Except as provided in Section 3.5.5., below, workers' Compensation benefits will be coordinated with other paid benefits during the leave, such that the total amount received by the employee will not exceed his or her regular wages. Long-term disability insurance benefits, if applicable, will be applied first. Accrued sick leave and approved paid time off will then be applied in a proportionate amount which, when added to LTD, if applicable, will provide compensation equal to the employee's regular wage or salary.

Section 3.5.4 Required Treatment

The Court has the right to require that the treatment of work-related injuries be provided by a Court designated physician in accordance with Sections 4600 to 4601 of the Labor Code. This does not preclude an employee from seeking treatment from a physician of the employee's choice, provided that, prior to the date of the work-related injury, the employee has notified the Court in writing that the employee has a personal physician who the employee wishes to consult in the event of a work-related injury.

Section 3.5.5 Limitation on Integration and Paid Insurance Benefits

The coordination of workers' compensation benefits with other earned leave shall not exceed twelve (12) workweeks in a rolling 12-month period, measured backwards from the date leave begins. Once the coordination of benefits ceases, the employee will be required

to charge any remaining leave time against his/her sick leave and/or PTO balances, until such time that paid leave is exhausted.

For employees on a workers' compensation leave who exhaust their earned leave benefits from the Court within six months from the date injury leave began, the Court will continue its benefit contribution under Section 3.1.3 of this Agreement up to a maximum of six months from the date injury leave began. If the employee returns to work in regular, full-time status for fewer than 90 calendar days, the six-month period from the date the leave began continues to run.

Article 3.6 Paid Time Off

Section 3.6.1 Accrual

Regular full-time employees in all classifications except Child Custody Recommending Counselor shall accrue paid time off for each hour on paid status in continuous service in accordance with the following schedule. Regular part-time employees in these classifications shall accrue paid time off in accordance with the schedule below on a pro rata basis.

| Years of Service | Maximum Work Days | Paid Time Off |
|-------------------------|-----------------------------|---------------------------|
| | <u>Rate Per Year</u> | <u>Hourly Rate</u> |
| 0 through 2 years | 14 days | .0539 |
| 3 through 9 years | 19 days | .0731 |
| 10 through 19 years | 24 days | .0924 |
| 20 through 29 years | 29 days | .1116 |
| 30 or more | 34 days | .1308 |

Regular full-time employees in the classification of Child Custody Recommending Counselor and Court Investigators shall accrue paid time off for each hour on paid status in continuous service in accordance with the following schedule. Regular part-time employees in this classification shall accrue paid time off in accordance with the schedule below on a pro rata basis.

| Years of Service | Maximum Work Days | Paid Time Off |
|-------------------------|-----------------------------|---------------------------|
| | <u>Rate Per Year</u> | <u>Hourly Rate</u> |
| 0 through 2 years | 17 days | .0654 |
| 3 through 9 years | 22 days | .0847 |
| 10 through 19 years | 27 days | .1039 |
| 20 through 29 years | 32 days | .1231 |
| 30 or more | 37 days | .1424 |

Section 3.6.2 Paid Time Off Approval and Scheduling

All paid time off (“PTO”) must be approved in advance by the employee’s supervisor. Employees should request time off through the Court’s payroll system two weeks in advance if possible. Except in exigent circumstances, employee requests for PTO shall be processed and either approved or denied no later than ten (10) business days after the time request is submitted. Approval of all PTO requests will depend on whether the request can be accommodated within the Court’s workload requirements.

During certain times of the year when numerous PTO requests are received, the possibility exists that not all requests will be granted. Generally, PTO requests will be granted based on business needs, seniority, whether the employee was granted/denied PTO during a time of high PTO requests in the previous year, and a consideration of the circumstances.

The Court will make reasonable efforts to allow for an employee to take PTO time equivalent to the amount earned in a year.

Section 3.6.3 PTO After Six Months

Unless the Court agrees otherwise at the time of hire, an employee in his/her initial six months of continuous employment may use only the PTO time that he/she has accrued and not used. Any such use must be consistent with Section 3.6.2.

Section 3.6.4 Extra Hire Conversion

An employee who has worked on an extra-hire basis for at least twenty-two (22) of the twenty-five (25) regularly scheduled working days immediately preceding appointment on a regular hire basis, at that time, shall be credited with PTO accruals of extra-hire time on the basis of actual time (hours) worked. Extra-hire employees shall be notified of this benefit at time of hire.

Section 3.6.5 Maximum Accumulation

Accrued, unused paid time off shall not exceed three hundred (300) hours per employee. Thereafter, additional accumulation shall be suspended until the employee uses accrued, unused paid time off and drops below the maximum accumulation.

During the term of this Agreement, unused paid time off shall not exceed three hundred forty (340) hours per employee. This special accommodation shall expire with the term of this Agreement (December 2, 2025).

Section 3.6.6 Holiday and Sickness During PTO

When a holiday falls within an employee's PTO period, one additional standard work day's PTO shall be granted. If an employee becomes ill while on PTO, the time of actual illness may be charged against accumulated sick leave, subject to sick leave requirements.

Section 3.6.7 Pay in Lieu of PTO

No employee will receive pay in lieu of PTO except on the termination of employment.

Article 3.7 Regular Holidays

Section 3.7.1 In General

Judicial Branch holidays are established by Code of Civil Procedure section 135 and Government Code section 6700, as amended. Regular employees shall be entitled to the holidays recognized for the Judicial Branch with pay for their standard work day. By way of example, the list below outlines the Judicial Branch holidays as of December 3, 2022, subject to legislative change:

| | |
|-----------------------------|--------------------------------------|
| Independence Day | July 4 |
| Labor Day | 1 st Monday in September |
| Veteran's Day | November 11 |
| Native American Day | 4 th Friday in September |
| Thanksgiving Day | 4 th Thursday in November |
| Day after Thanksgiving | 4 th Friday in November |
| Christmas Day | December 25 |
| New Year's Day | January 1 |
| Martin Luther King, Jr. Day | 3 rd Monday in January |
| Lincoln's Birthday | February 12 (Court Training Day) |
| Washington's Birthday | 3 rd Monday in February |
| Cesar Chavez Day | March 31 |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 |

December 24 and 31 shall be observed as half-day holidays if those dates fall on a Monday, Tuesday, Wednesday, or Thursday, and providing that those days are not deemed holidays above. In the calendar years in which Christmas Eve (December 24) and New Year's Eve (December 31) fall on a Friday, Saturday or Sunday, employees will receive one floating holiday that may be taken at any time when approved by Court management, between October 1 and September 30 of the corresponding contract year in which it is earned.

At the sole discretion of the Court Executive Officer, or their designee, the Court may appoint up to one (1) Judicial Branch holiday as a Court Training Day. The Court Training Day will generally be Lincoln's Birthday. If the Court wants to appoint a different holiday as the Court Training Day, the parties will meet and confer to determine the most appropriate alternate holiday. Employees shall be expected to work their standard work day on a Court Training Day. The Court shall continue to provide Professional Development Days in exchange for the option to hold a Court Training Day as outlined in Section 3.7.5 of this Agreement.

Section 3.7.2 Alternative Holidays

When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed.

Section 3.7.3 Overtime on Holiday

Employees required to work overtime on an actual holiday shall be compensated at one and one-half times the holiday rate. (Equals 2.5 times regular rate).

Section 3.7.4 Holiday Pay for Employees Laid Off

Notwithstanding Section 5.2.7., an employee who is laid off for organizational necessity as defined in Section 5.2.1., below, and who has worked no fewer than five previous consecutive workdays, and whose last day of employment is a workday before a holiday, shall be paid for the holiday following his/her last day of employment.

Section 3.7.5 Professional Development Days

On January 1st of every year, the Court shall provide to all employees two (2) Professional Development Days (PDD) per calendar year to be used to participate in professional association activities and professional and/or personal development seminars, to promote professional and/or personal growth, and to enhance professional and/or personal goals. Employees wishing to pursue these activities do so at the employee's expense, and therefore the choice of activity is at the employee's discretion. The Court shall not require validation of participation in such activities when an employee utilizes their PDD days.

The value of the PDD is based on the employee's time base at the time of usage. PDD days shall expire at the end of the calendar year in which they are provided and shall not be available to cash out.

PDD time shall be requested and approved in the same manner as paid time off and used in whole-day increments.

Section 3.7.6 Wellness Day

The Court is committed to promoting employee well-being. In that spirit, on January 1st of every year between 2023 and 2025, the Court shall provide to all employees one (1) Wellness Day per calendar year to be used to participate in an appropriate activity the employee deems beneficial to their wellness.

The value of a Wellness Day is based on the employee's time base at the time of usage. Wellness Days shall expire at the end of the calendar year in which they are provided and shall not be available to cash out.

Wellness Days shall be requested and approved in the same manner as paid time off and used in whole-day increments.

This provision will sunset with the term of this Agreement (December 2, 2025).

Article 3.8 Leaves of Absence

Section 3.8.1 Personal Leave of Absence Without Pay

Except in extraordinary circumstances, employees must have worked at the Court for 12 months in order to be eligible to request a personal leave of absence. An eligible employee may request in writing a personal leave of absence without pay subject to the approval of the Court Executive Officer. Employees who are absent from duty on an authorized personal leave of absence without pay shall not lose any seniority accrued at the time the leave is granted. Approved leave without pay for purposes other than prolonged sickness shall not commence until after the employee has used all accrued PTO. In cases of prolonged illness, approved leave without pay shall commence after the employee has used all accrued sick leave and approved PTO, except that the employee may retain up to 10 days accrued PTO.

Unpaid leaves of absence shall generally not exceed 30 days absent any exceptional or extenuating circumstances.

Section 3.8.2 Jury Duty

All employees are eligible for a leave of absence to attend to jury duty. If an employee is called upon for jury duty, the employee must notify his or her supervisor immediately.

Employees serving jury duty will continue to receive their regular pay for each full or partial working day missed due to such duty. Because this is treated as paid leave, employees serving jury duty outside Marin County are required to turn in to the Court any payment made to them for their service excluding mileage. Employees serving jury duty within Marin County will return any jury duty checks to the Court.

Evidence of jury duty attendance must be presented to the Court. Employees are expected to report for work on those days when excused from jury duty, or when such duty does not conflict with the employee's work schedule. Specifically, employees on jury duty who are released from such duty before 12:00 p.m. of any regular workday or who are not scheduled to begin jury duty earlier than 12:00 p.m. of any regular workday, are expected to return to work.

Section 3.8.3 Promotional Interview and Exam Leave

Regular employees shall be allowed special leave, with pay, during regular working hours, to appear for promotional interviews and examinations scheduled by the Court.

Section 3.8.4 Emergency Leave

In accordance with Government Code sections 3100 – 3109, as amended, Court employees may be required to serve as disaster service workers performing such disaster service activities as may be assigned to them by the Court Executive Officer or by law. Court employees shall be fully compensated for such work. Employees may be required to report to a worksite other than their regular worksite to assist in emergency duties or to a non-impacted court worksite for work duties at the discretion of the Court.

In the event that an emergency impacts Court facilities or operations and results in the closure of an employee’s regular work location, employees in this bargaining unit may be assigned by the Court Executive Officer to perform disaster-related service activities or assigned to work at a non-impacted worksite for their regular duties. If an employee is not assigned to work by the Court Executive Officer, they shall be granted leave and compensated for their regularly scheduled workday with no adverse effect on the employee.

For purposes of this section, “emergency” refers to Court-declared emergencies as well as other non-declared circumstances that result in the unplanned closure of Court facilities.

In the event that emergency circumstances exist which prevent an employee from safely reporting to work, the Court Executive Officer will have discretion to:

- a) assign the employee to an alternate worksite for regular duties;
- b) assign the employee to perform disaster-related duties; and/or
- c) release the employee from their regular assignment and provide the opportunity to take leave (e.g., PTO, Sick or Comp Time) or receive emergency leave with full compensation.

**CHAPTER 4
TERMS AND CONDITIONS**

Article 4.1 Hours of Work

Section 4.1.1 Normal Workday

A normal workday for a classification shall consist of consecutive hours of work, interrupted by a lunch break of not less than one-half hour, or more than one hour. Under normal conditions, the work schedule of all employees shall include a fifteen-minute rest period during each half shift.

Section 4.1.2 Normal Work Week

The normal work week shall consist of five (5) consecutive days, Monday through Friday.

Section 4.1.3 Exceptions

Exceptions from work hours defined herein for emergencies or unusual situations may be made by agreements between individual personnel involved and the Court.

Section 4.1.4 Notice of Late Arrival or Unexpected Absence

All employees shall report late arrivals or unexpected absences to the HR Attendance Line (415-444-7100) by 8:00 a.m. The message must include any information regarding urgent work on the employee's desk that requires immediate attention and the purpose of the unexpected absence or late arrival. If the unexpected absence is ongoing, the employee shall call the HR Line each morning by 8:00 a.m. until the employee returns to a normal work schedule. HR will inform the appropriate leadership team members of the employee's status each day.

Section 4.1.5 Assigned Shifts

All employees shall be assigned regular starting and quitting times. Except in cases deemed to be an emergency by the Court, employees will be given ten (10) days' notice prior to any change in their work schedule.

Section 4.1.6 Flex Time

The Court will allow employees in the classifications listed below to flex their 7.5 or 8 hour work day schedules during a consecutive time period between 6:00 a.m. and 6:00 p.m., with their manager's written approval.

- Accounting Specialist
- Court Processing Specialist I, if not a counter or public position
- Court Processing Specialist II, if not a counter or public position
- Court Processing Specialist III, if not a counter or public position
- Information Technology Specialist I/II
- Principal Network Specialist
- Senior Technology Specialist
- Senior Systems Analyst
- Child Custody Recommending Counselor
- Court Investigator
- Family Law Examiner
- Administrative Services Technician

Section 4.1.7 Employee Time Sheets

Every Court employee shall record the "in" and "out" times for when he/she commenced work, stops work for lunch, begins work after lunch, and leaves work for the day.

Employees in the classification of Child Custody Recommending Counselor and Court Investigator shall record their hours worked for the day or any exception time for absences from work.

For employees with work related meetings occurring before they arrive at the workplace and/or at a time that does not permit them to return to the workplace before the end of their regular scheduled shift, they will record their commenced and ended work times as soon thereafter as practical.

Article 4.2 Overtime

Section 4.2.1 Defined

Overtime shall be time worked:

1. Beyond the standard workday or the employee's established workday, whichever is longer;
2. Beyond the standard workweek or the employee's established workweek, whichever is longer;
3. On holidays other than Saturday or Sunday.

Section 4.2.2 Compensation

Overtime shall be compensated by the actual time worked, and is subject to the following limitations, conditions and authorizations.

An employee required to work overtime will be paid in cash at the rate of one and one-half times the base rate of pay or in compensatory time off at the rate of one and one-half times the overtime hours worked. Employees may elect which form of compensation to receive, consistent with the 60-hour cap on compensatory time off accrual.

An employee who is given the opportunity to volunteer for overtime work (e.g., for Court special projects) will be paid for all overtime worked at the rate of one and one-half times the base rate of pay, or in compensatory time off, at the rate of one and one-half times the hours worked. Employees may elect the form of compensation to be received. Employees may use compensatory time off in lieu of, or combined with, paid time off. Compensatory time may be used for medical, dental or vision appointments scheduled in advance, consistent with Section 3.6.2. The Court's Human Resources Department may use compensatory time off for an employee's absences due to illness or other medical conditions when the employee in question has zero (0) remaining accrued sick leave or paid time off.

Section 4.2.3 Required Authorization

Prior authorization of the Court Executive Officer or designee must be secured and communicated to the employees before overtime is worked.

Section 4.2.4 Time Records

Overtime payment shall be based on time records maintained in the manner prescribed by the Court.

Section 4.2.5 Compensatory Time Limit

No employee shall accumulate more than sixty (60) hours of compensatory time without specific approval of the Court Executive Officer.

Section 4.2.6 Equitable Distribution of Overtime

All overtime shall be distributed as equitably as possible among employees in a work unit by considering such factors as availability, skills, training and experience.

Article 4.3 Reimbursements and Provided Equipment

Section 4.3.1 Mileage

An employee, who is authorized by the Court to use a private automobile in the performance of the employee's duties, shall be paid for the job-related mileage driven. Mileage reimbursement will be at the rate established by the Judicial Council of California available in the Trial Court Financial Policies and Procedure Manual, section FIN 8.03, and all corresponding Finance Memos – or the current IRS reimbursement rate, whichever is greater.

Section 4.3.2 Travel Reimbursement Provision/Rates

The Court shall reimburse employees for lodging and/or meal reimbursement expenses at the rates established by the Judicial Council of California in the Trial Court Financial Policies and Procedures Manual, section FIN 8.03, and all corresponding Finance Memos.

Section 4.3.3 Commuter Incentive

This incentive aims to address and reduce the greenhouse impact of Court employees driving to work alone. This incentive empowers employees to reduce their carbon footprints and save directly on commute costs by using environmentally conscious alternatives to single-occupancy vehicles. Court employees who travel to work consistent with any of the following categories shall receive a monthly commuter incentive of forty dollars (\$40) per month:

- A. **Public Transit Commuters:** employees who regularly commute using public transit, as defined by purchasing public transit through the Court's pre-tax payroll

transportation program. The Court shall automatically match public transit cost of qualifying employees, dollar-for-dollar, up to forty dollars (\$40) per month.

- B. **Carpool Commuters:** employees who regularly commute using carpools, as defined by the use of carpools on at least sixty (60) days per six (6)-month period. For the purposes of this incentive, a carpool is defined as at least one (1) benefits-eligible Court employee who travels to and from the Court facility with at least one (1) other person whose work location is also within Marin County.

- C. **Bicycle Commuters:** employees who regularly commute to and from the Court using bicycles, as defined by the use of a bicycle on at least sixty (60) days per six (6)-month period.

Employees shall only qualify for one (1) commuter incentive category per six (6)-month period.

Qualifying employees shall be eligible to enroll in this program and begin accruing commuter credits immediately after ratification.

Employees who fall under the carpool or bicycle commuter categories shall report their commute with Marin Commutes in order to be eligible to receive the forty dollars (\$40) per month taxable commuter incentive.

The Court shall have two (2) disbursement periods for employees who receive the commuter incentive for carpool or bicycle commuters. The Court shall pay out the first disbursement every calendar year during the month of May to reflect the reporting period between November 1st and April 30th. The Court shall pay out the second disbursement every calendar year during the month of November to reflect the reporting period between May 1st and October 31st. The Court shall disburse the commuter incentive by adding the six (6)-month total of forty (\$40) dollars per month or two hundred and forty dollars (\$240) to the eligible employee's second paycheck in May or November, respectively.

Consistent with the Court's stated intention of remaining in lockstep with the County of Marin in this incentive program, should the County of Marin increase the payment amounts or otherwise increase the level of employee commuter benefits provided under its Transit Match & Pre-Tax Payroll Transportation Benefits program during the term of this Agreement, the parties shall promptly meet and confer with the goal of remaining in lockstep with the County of Marin as to commuter benefits.

Article 4.4 Safety Committee

Section 4.4.1 Occupational Health and Safety Committee

The Court and Union agree to establish a Joint Occupational Health and Safety Committee consisting of two (2) employees and one (1) alternate to serve in an employee's absence, plus no more than one (1) Union staff, and an equal number of management representatives.

Said committee shall meet upon request of either the Union or the Court, but no more than twice quarterly unless both parties agree to meet more often, to examine accident reports and to evaluate potential risks for employee health and safety. The committee shall report its findings by written reports to both management and the Union on a timely basis. The establishment of this committee shall not preclude the parties from resolving environmental health and safety issues in future contract negotiations.

Section 4.4.2 Labor-Management Meetings

The Union and the Court agree to meet upon request of the other for the purpose of discussing workplace issues (which may include questions of space, equipment, or workload if they affect units as a whole), and clarifying Court policies. Union stewards and Union staff, not to exceed five (5) persons, will attend these meetings on behalf of represented employees. The Chief Human Resources Officer and the Chief Operations Officer will attend these meetings on behalf of the Court. Other Court management may also attend these meetings as long as there are no more than five (5) total Court representatives.

See attached Side Letter Agreement on Staff Development

Article 4.5 Personnel Files

Section 4.5.1 Maintenance of Official Personnel Files

The Court will maintain an official personnel file for each employee. Employees should inform the Human Resources Division of any changes in personal information, such as home address, home telephone number, number of dependents for tax withholding purposes, and person(s) to notify in event of an emergency.

Section 4.5.2 Inspection of Official Personnel Files

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

Access to personnel files is restricted to authorized employees of Human Resources and managers or supervisors on a “need to know” basis.

The Court will keep a copy of each employee’s official personnel file at the place where the employee reports to work, or shall make the employee’s official personnel file available where the employee reports to work within a reasonable period of time, after the employee has made a request for his or her official personnel file. The Court will make reasonable efforts to make the file available within two business days of the request for the file.

Article 4.6 Utilization of Extra Hire

Section 4.6.1 In General

The Court agrees that the utilization of extra-hire employees should be in situations where, in the Court’s judgment, full-time or part-time regular hire employment is not justified or is not practical.

**CHAPTER 5
PROCEDURES**

Article 5.1 Grievance Procedure

Section 5.1.1 Grievance Defined

A grievance is a claimed violation, misinterpretation, misapplication or non-compliance with provisions of this collective bargaining agreement or the Court’s policies in the Court’s Personnel Plan.

Section 5.1.2 Exclusions

Appeals of Appointment, Disciplinary Action, Examination Appeals, Performance Evaluations, and concerns raised under Article 1.5., titled “Workplace Conduct,” are not grievable hereunder.

Section 5.1.3 Who May File

A grievance may be filed by an employee on his/her own behalf, or jointly by any group of employees, or by the Union.

Section 5.1.4 Non-Retaliation

Employee(s) who file a grievance or who participate in the grievance procedure shall be free from harassment or retaliation as a result of filing or participating in a grievance.

Section 5.1.5 Informal Grievance

Within ten (10) working days of the event giving rise to the grievance, the grievant shall present the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within the department.

Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.

Section 5.1.6 Formal Grievance

If the grievant believes that the grievance has not been redressed within ten (10) working days, he/she may initiate a formal grievance within eight (8) working days thereafter. A formal grievance can only be initiated by completing and filing with the Chief Human Resources Officer a form provided by the Chief Human Resources Officer for this purpose. The form shall contain:

1. Name(s) of grievant;
2. Class title(s);
3. Division(s);
4. Mailing address(es);
5. A clear statement of the nature of the grievance (citing applicable contract language or policy, including specific provisions which have been violated and how such violation(s) occurred);
6. The date upon which the event giving rise to the alleged grievance occurred;
7. The date of the informal discussion with the supervisor;
8. A proposed solution to the grievance;
9. The date of execution of the grievance form;
10. The signature of the grievant;
11. If the Union is representing the grievant, its name followed by the signature of the Union's representative.

Step 1 – Division Manager

Within fifteen (15) working days after a formal grievance is filed, the Division Manager shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

Step 2 – Mediation

If the grievance is not resolved at Step 1 to the satisfaction of the grievant, he/she may, within not more than eight (8) working days from his/her receipt of the Division Manager's decision, request mediation of the grievance by filing a timely written request with the Chief Human Resources Officer. The mediation shall be held with a mediator from the State Mediation and Conciliation Service, whose opinion shall be oral and advisory only.

The mediator shall be selected by mutual agreement from mediators at the State Mediation and Conciliation Service.

The mediator shall not issue any public statement of fact or opinion on the matter in question.

The mediator's opinion shall neither be made public, nor disclosed to any person or entity, nor shall it be introduced by either party into any other grievance level or any other proceeding of any kind.

Step 3 – Court's Executive Management Committee

Either party may appeal the opinion of the mediator to the Court's Executive Management Committee (comprised of the Chief Operations Officer, the Court Financial Officer, and, at the Grievant's election, the Chief Human Resources Officer or a Court Division Manager) within eight (8) working days from the date of mediation or the date of the mediator's advisory opinion, whichever is later, by so notifying the Chief Human Resources Officer in writing.

Within fifteen (15) working days after such notification, the Court's Executive Management Committee shall investigate the grievance, confer with persons affected and their representatives to the extent deemed necessary, and render a decision in writing.

Representatives on the Court's Executive Management Committee shall not have had direct involvement in the matter giving rise to the grievance or participated at the Step 2 mediation.

Step 4 – Arbitration

Either party may appeal the decision of the Court's Executive Management Committee within eight (8) working days from the date of the Committee's written decision, by so notifying the Chief Human Resources Officer in writing and requesting to proceed before a neutral arbitrator for an advisory, non-binding opinion. In this event, the Court will send a letter to the California State Mediation and Conciliation Service requesting a list of arbitrators experienced in employment law along with the names and addresses of both parties. The hearing officer shall be chosen from this list of arbitrators. Each party will be sent a list. The cost of the arbitrator shall be split evenly between the parties. The date of the hearing will be scheduled by mutual agreement of the parties.

Hearing Officer Decision

1. The Hearing Officer shall determine relevancy, weight and credibility of testimony and evidence, and shall base his/her findings on the preponderance of the evidence.
2. The Hearing Officer shall render in writing his/her findings and recommendations as soon after the conclusion of the Hearing as possible.
3. The Hearing Officer findings will be advisory, leaving the Court Executive Officer to pass final judgment on the matter. A copy of the Hearing Officer's recommended decision shall also be delivered to the parties.

Court Executive Officer

1. The Court Executive Officer shall make the final determination and shall affirm, modify or reverse the advisory decision of the Arbitrator. The final determination of the Court Executive Officer will be based solely on the evidence presented to the Hearing Officer, i.e., no new evidence will be received by the Court Executive Officer.
2. The parties shall be notified in writing of the decision of the Court Executive Officer. The decision of the Court Executive Officer is final and binding.

Section 5.1.7 General Conditions

The Human Resources Department shall act as a central repository for all grievance records.

Any time limit may be extended only by mutual agreement in writing.

An aggrieved employee may be represented by the Union.

Article 5.2 Reduction in Force

Section 5.2.1 Statement of Policy

As prescribed by Government Code section 71652, a Court employee may be laid off based on the organizational necessity of the Court. A layoff for organizational necessity is defined as a termination based on the needs or resources of the Court, including, but not limited to, a reorganization or reduction in force or lack of funds.

In the event that the Court determines such a layoff is necessary, the following procedures shall apply.

Section 5.2.2 Notice of Layoff

Regular employees designated for layoff shall receive either two calendar weeks' notice of the anticipated date of layoff or two weeks' severance pay, at the Court's option.

Section 5.2.3 Order of Layoff

The Court shall determine whether the layoff will occur on a courtwide basis or in one or more divisions and/or classifications. Once the scope of the layoff is determined, employees will be laid off by seniority in the following order:

1. Temporary employees;
2. Limited-term employees;
3. Probationary employees; and
4. Regular employees.

Section 5.2.4 Seniority

For purposes of this Article, seniority is defined as length of service in the classification in which the layoff is occurring, but not including leaves of absence without pay. Such seniority shall include time served in higher classification(s). In the event of a tie in seniority, length of service in the Court shall be determinative. If the above factors remain equal, length of total County and Court service shall be determinative.

Section 5.2.5 Exceptions

Notwithstanding the foregoing, if the Court determines that the public interest will not be served by application of the above criteria, the Court may depart therefrom on the basis of a clearly demonstrable superiority in performance and/or other qualifications. In such case, the Court shall notify the employee to be laid off, in writing, specifying the basis for such determination in detail. The employee may, within five (5) working days thereafter, appeal the determination to the Court Executive Management Committee, which shall meet with the employee and thereafter make a final decision on the matter. No temporary, limited term, or probationary employee can be retained in lieu of a regular employee.

Section 5.2.6 Bumping Rights

A regular employee who is laid off shall have the right to "bump" the least senior employee in the same classification or, if that classification has been eliminated, a lower classification in which such employee previously achieved regular status. An employee who is bumped shall also have the right to bump the least senior employee in the same classification or, if that classification has been eliminated, a lower classification in which such employee previously achieved regular status. Any employee who exercises bumping rights shall enjoy the pay, benefits, and terms and conditions of employment of the classification to

which he or she bumps, but shall have no rights under the “Reemployment” provision of this policy.

It is the intent of the parties that nothing in this Article shall be construed to exclude those employees outside the bargaining unit, who have held status in classes covered by this Agreement, from exercising bumping rights into said classes nor deny any rights and obligations for said employees under this Article.

Section 5.2.7 Benefits

Employees who are laid off shall receive the Court’s contribution to their insurance benefits for two additional months following the month in which their layoff occurs. Employees who are laid off shall receive all accrued PTO. Employees on layoff shall not accrue any benefits during a layoff, including PTO or sick leave, and will not be eligible for holiday pay while on layoff.

Article 5.3 Reemployment Following Reduction in Force

Section 5.3.1 General

Employees who have been laid off shall be offered reemployment in the same classification in which they held regular status, in the order of their former seniority in the classification.

Section 5.3.2 Right to Reemployment

Each person who has been laid off from a position in which the person held regular status shall be placed on a reemployment list for twelve months from the effective date of the layoff. If a position is vacated or established in the classification from which the employee was laid off, such position shall be offered to employees on the reemployment list in the order of their former seniority in the classification, prior to the Court recruiting for the position.

Sections 5.3.3 Time Limits and Availability

Should the person not accept the offer of reemployment within eight (8) working days after the date of the offer, or should the person be unable to begin work within two weeks after the date of acceptance of the offer, the person shall be considered unavailable for employment, shall forfeit the right to reemployment, and shall be removed from the reemployment list.

Whenever a person is unavailable for reemployment, the next senior person who is eligible on the Court reemployment list shall be offered reemployment.

To be eligible for recall, an employee must keep the Court notified as to his or her current address. Recall notices will be sent by certified mail to the employee’s last known address as reflected in the Court’s records. The employee must, within eight (8) working days from the date the notice was postmarked, notify the Court of his or her intent to return to work

on the date specified in the recall notice and must thereafter return to work on such date. If an employee refuses a recall offer, does not respond to a recall offer within the time specified in this section, or does not return to work on the date specified in the recall offer, he or she will be removed from the reemployment list and will not be eligible for further recalls.

Section 5.3.4 Probationary Status

Employees who are reemployed under the provisions above will not be required to complete a new probationary period if they previously held regular status in the classification. Employees who had not completed their probationary period shall serve the remainder of the probationary period upon reemployment.

Article 5.4 Disciplinary Action

Employees shall be disciplined for misconduct including, but not limited to, the following:

- (a) Misstatement of facts contained in the employee's application/resume or otherwise during the hiring process;
- (b) Falsifying or making a material omission on any Court document (e.g., time card, Court records);
- (c) Disclosure of confidential information;
- (d) Insubordination;
- (e) Discourteous or rude conduct;
- (f) Possessing or bringing firearms, weapons, or hazardous or dangerous devices onto Court property;
- (g) Being at work while under the influence of alcohol or illegal drugs, or possessing illegal drugs while on Court property;
- (h) Theft of Court property or unauthorized possession of property that belongs to the Court or another employee; or
- (i) Any violation of the Court's policies.

Discipline and Discharge Standards

Disciplinary actions will usually follow a progressive discipline pattern. Progressive discipline will normally include one or more warnings (oral and/or written) and/or a suspension before discharge is imposed. However, deviations from this procedure may occur whenever the Court determines, considering all of the circumstances, that the

skipping of one or more steps in the progressive discipline pattern is warranted. Accordingly, circumstances may warrant an immediate suspension or discharge.

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

Minor Discipline

When the Court has decided to take disciplinary action consisting of a suspension without pay for five days or fewer (or written reprimand), the affected employee shall be given written notice of the disciplinary action. The notice of disciplinary action shall include (a) the action taken, the date it will be effective, and the specific grounds and particular facts upon which the disciplinary action is being taken; (b) the materials upon which the action is based or a statement indicating where the materials upon which the action is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his or her right to appeal in the manner set forth in this Article.

Step One

Within 10 calendar days of the date the employee received the disciplinary notice, the employee, or the Union, may file a written appeal with the employee's Division Manager. The employee, or the Union, may skip Step One if the Division Manager imposed and signed the disciplinary notice. The Division Manager shall schedule a meeting with the employee and his/her union representative, within five (5) calendar days, to discuss the appeal. Within 10 calendar days after that meeting, or such longer period as the Division Manager may determine is required to investigate the matter, the Division Manager shall provide the employee and his/her union representative with a written response to the appeal.

Step Two

If the employee or the Union is not satisfied with the step one response, an appeal to the Chief Human Resources Officer or Chief Operations Officer may be filed. The appeal must be submitted within 10 calendar days of the step one response and shall consist of the employee's, or the Union's, step one appeal, the step one response, and a statement from the employee or the Union explaining the disagreement with the step one response. The Chief Human Resources Officer or Chief Operations Officer shall schedule a meeting with the employee and his/her union representative, within five calendar days, to discuss the appeal. Within 10 calendar days after that meeting, or such longer period as the Chief Human Resources Officer or Chief Operations Officer may determine is required to investigate the matter, the Chief Human Resources Officer or Chief Operations Officer shall provide the employee and his/her union representative with a written decision regarding the appeal.

Step Three

If the employee or the Union is not satisfied with the step two response, an appeal to the Court Executive Officer may be filed. The appeal must be submitted within ten (10) calendar days of the step two response and shall consist of the employee's, or the Union's, step one and two appeals, the step one and two responses, and a statement from the employee or the Union explaining the disagreement with the step two response. The Court Executive Officer shall schedule a meeting with the employee and his/her union representative within five (5) calendar days to discuss the appeal. Within ten (10) calendar days after that meeting, or such longer period as the Court Executive Officer may determine is required to investigate the matter, the Court Executive Officer shall provide the employee and his/her Union representative with a written decision regarding the appeal. The step three decision shall be final and binding.

If a timely appeal is not filed to any step contained in this article, the right to appeal is waived.

If an employee has received a written reprimand, and elects not to appeal or is not satisfied with the outcome of an appeal, the employee may submit a written response to the reprimand, which will be maintained in the employee's personnel file along with the reprimand.

Major Discipline

Notice of Discipline/Discharge

When the Court is considering taking disciplinary action consisting of a suspension without pay for more than five days, discharge, or a demotion/reduction in pay, the affected employee shall be given written notice of the proposed disciplinary action. The notice of proposed disciplinary action shall include (a) the proposed action to be taken, the date it is intended to become effective, and the specific grounds and particular facts upon which the proposed disciplinary action will be taken; (b) the materials upon which the charge(s) is based or a statement indicating where the materials upon which the charge(s) is based are available for inspection, or a combination of the two; and (c) a statement informing the employee of his or her right to respond, either orally or in writing, to the charge(s) by the date specified in the notice.

The Court may, at any time during the time when a charge(s) is pending against an employee, place the employee on paid administrative leave.

If the employee does not respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and shall take effect as described in the notice of proposed disciplinary action.

If the employee does respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the Court shall appoint a *Skelly* officer to consider the

employee's response and all of the information upon which the charge(s) is based. The *Skelly* officer shall then issue a determination on the notice of proposed disciplinary action. If the determination includes disciplinary action consisting of a suspension of more than five days, discharge, or a demotion/reduction in pay, the employee or the Union may appeal such determination, in writing, within 10 calendar days of the date that the *Skelly* officer issued the determination. If no such appeal is filed in a timely manner, the determination of disciplinary action shall stand.

Hearing to Review Disciplinary Decisions

In the event that an appeal is filed in a timely manner as described above, an evidentiary due process hearing within the meaning of Government Code section 71653 shall take place.

Within 10 calendar days of the date that an appeal is filed, the Court and the employee, or the employee's representative, shall attempt to mutually agree to an experienced labor arbitrator to serve as the impartial hearing officer. The parties may extend this date by mutual consent. If the parties are unable to mutually select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service.

The proceedings shall conform to the provisions of Government Code sections 71653 (b) through (f).

The arbitrator's report shall be limited to the issue of whether cause existed for the discipline imposed. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement, or the Court's rules, policies, or procedures.

The employee or the Union and the Court shall have the right to call witnesses and present evidence. With prior notification, the Court shall release employees with pay to testify at the hearing.

Review of Hearing Officer's Report and Recommendations

The decision of the hearing officer shall be reviewed as provided in Government Code section 71654 (a) through (c).

If the original disciplining authority is not a judge of the Court, review of the hearing officer's report and recommendation shall be made by the Presiding Judge.

In the rare circumstance where the original disciplining authority is a judge of the Court, review of the hearing officer's report and recommendation shall be by a panel of three judges, whose decision shall be by a majority vote. The panel shall be selected as follows:

1. One judge shall be selected by the Presiding Judge or designee.

2. One judge shall be selected by the employee or, if the employee is represented, by his or her representative.
3. The two appointed judges shall select a third judge.

No judge may be selected to serve without his or her consent. No judge shall serve on the panel in a case in which he or she imposed the discipline. The term of office of the panel shall be for the duration of the final review at issue.

Appeal by Employee

An employee or the Union may challenge the decision of the Court to reject or modify the hearing officer's recommendation by filing a writ of mandamus pursuant to Code of Civil Procedure section 1094.5 in the appropriate court. Review by that court shall be based on the entire record. If required by the writ procedure and if not previously provided to the disciplined employee or to his/her union representative, the Court shall furnish a certified copy of the record of the proceeding before the hearing officer to the disciplined employee or to his/her union representative without charge.

In reviewing the Court's rejection or modification of the hearing officer's recommendation, the reviewing court shall be bound by the hearing officer's material factual findings that are supported by substantial evidence. The denial of due process or the imposition of a disciplinary decision that by law requires a due process hearing without holding the required hearing may be challenged by a petition for a writ of mandate.

Removal of Reprimands

Upon written request by the employee submitted no less than twenty-four (24) months from the date of the oral or written reprimand, the Court will remove the oral or written reprimand from the employee's personnel file if the employee has not been the subject of any disciplinary actions during the previous twenty-four (24) months.

CHAPTER 6 UNION RIGHTS

Article 6.1 Personnel Listing

Section 6.1.1 Personnel Listing

The Court will provide the Union, via malleable, electronic file, with the name; department; job type (e.g., full-time, part-time); classification; work location; work, home and personal cellular telephone numbers; personal email addresses on file with the Court; and home address of any newly hired employees within thirty (30) days of the date of hire, and the Court shall provide the Union with a list of that information for all employees in the bargaining unit at least every one hundred and twenty (120) days.

The information under this section shall be provided in a manner consistent with Sections 6254.3 and 6207 of the California Government Code, as amended as well as the employee privacy requirements described in *County of Los Angeles v. Los Angeles County Employee Relations Commission* ((2013) 56 Cal.4th 905). The information under this section shall not be deemed to be public records and shall not be open to public inspection except as set forth in Government Code section 6254.3, as amended.

Article 6.2 Employee Representatives

Section 6.2.1 In General

The Union may, by written notice to the Court Executive Officer, designate certain of its members as Employee Representatives. Employee Representatives shall be permitted an aggregate of 15 hours per month for Union business as defined below. The Union shall provide a monthly reporting to the Court Executive Officer of all names and time used by month by Employee Representatives during work hours.

Union activity shall be defined as attending: a) a grievance meeting or disciplinary appeal at steps 1 or 2; b) a “Weingarten” interview; or c) a Labor-Management meeting or an Occupational Health and Safety Committee meeting. These activities may be performed during the normal employee duty time of such designated Employee Representatives.

When any Employee Representative is conducting business as defined above, the Representative will request the permission of his/her immediate supervisor reasonably in advance of any meeting, advising the supervisor of his/her destination and when he/she expects to return. Such request will be granted by the supervisor unless work processes require the presence of the employee at that time. Upon returning to his/her duty station, the Employee Representative will notify his/her supervisor.

All Union activities shall be conducted in such a manner as not to disrupt the work activities of the employees involved.

Section 6.2.2 Access to Bulletin Boards

The Court designates a bulletin board outside of Room C-84 and one outside of Room C-50, in addition to the bulletin board located near Room 116, for Union postings of its official business. These shall be contained, locked bulletin boards.

The Court will also allow “open access” bulletin boards for Union postings inside employee break rooms located in Department C-10 and Room 113.

The Union may use designated bulletin board space to post official business of the Union. Nothing defamatory, derogatory, libelous or slanderous will be posted on the bulletin board. The Court Executive Officer or designee may remove postings that do not meet the requirements of this Article. Upon removal of such a posting, the Court Executive Officer

or designee shall notify the Union of the removal and, upon request of the Union, set a meeting to discuss the content of the posting.

Section 6.2.3 Bargaining Representation

In connection with contract negotiations, the number of representatives on the Union and Court management negotiating committees shall be no more than seven (7) per negotiating committee.

The parties shall endeavor to ensure that their respective negotiating committees are representative of the Court's divisions. The number of representatives on the Union's negotiating committee shall not limit the Union's ability to have alternate members of the negotiating committee. The Court shall provide reasonable release time without loss of pay for unit employees who serve as representatives on the Union's negotiating committee when formally meeting and conferring with the Court's negotiating committee. The Court shall also provide reasonable release time without loss of pay for the Union's negotiating committee to prepare sufficiently to provide adequate representation to their constituents during the bargaining process.

Section 6.2.4 Communications

With the sole exception described in this Article, nothing in this Article shall be interpreted as permitting the Union to use the Court's internal mail system, its facsimile machines, or the Court's voice or electronic mail systems for any purpose other than the normal business of the Court. The Union may use the Court's internal mail system (i.e., place information in employee mailboxes) and email systems to notify employees of: upcoming official meetings of the Union, to include general membership meetings, committee meetings, notices of dates scheduled for negotiations; the results of elections of officers of the Union; and, in connection with employee ratification of a new or successor labor agreement, the final tentative agreements between the Union and the Court, a list of changes to the predecessor agreement, a ballot to be voted by the employee and any information mutually agreed to by the Court Executive Officer or designee. Any such notice or information shall be forwarded by the Union to the Court Executive Officer or designee simultaneously. If there are two violations of this rule, the Union agrees that, thereafter, such notices or information must first be approved by the Court Executive Officer. If there is a dispute over whether a communication violates this Article, the matter may be referred to the grievance procedure.

The use by unit employees of the Court's internal mail system, its facsimile machines, or the Court's voice or electronic mail systems, shall be limited to the normal business of the Court, except that unit employees may make incidental personal use of the electronic mail system, during non-work hours, provided that such use does not include solicitation or distribution for any purpose and is consistent with the Court's policies on use of the electronic mail system. Incidental use of the electronic or voice mail systems by Court employees may include notification to an individual employee regarding his/her

disciplinary hearing, investigative meeting, or other meeting requiring attendance of a steward.

Article 6.3 Dues Deduction

Section 6.3.1 In General

The Court agrees, upon written consent of the employee involved, to deduct dues or other Union sponsored programs as established by the Union, from the compensation of its represented employees. The Union shall not provide the Court a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization. The Union shall provide the Court with a certified list, in an electronic malleable format, of employees who have authorized dues or other Union-sponsored program deductions. The list shall contain the employee's name, the date of the authorization for the deduction, and the amount of the deduction. The list shall be emailed to the Court's Chief Human Resources Officer. The Court shall process dues or other Union sponsored program deductions based on the certified list. The Union shall notify the Court in writing in the event an employee cancels their dues or Union-sponsored programs. The Court shall not process any requests to cancel or change deductions that may come directly from an employee in the bargaining unit. The sums so withheld shall be remitted by the Court, without delay, along with a list of employees who have had said dues deducted. The Union agrees to indemnify, defend, and hold harmless the Court, its officers, agents and employees from any claim, liability or damage arising from this provision.

Questions regarding starting or changing deductions covered in this section shall be directed to a Union representative.

Section 6.3.2 Separation From Unit

The provisions specified above shall not apply during periods of separation from the representation Unit by any such employee but shall reapply to such employee commencing with the next full pay period following the return of the employee to the representation Unit. The term separation includes transfer out of the Unit, layoff, and leaves of absence with a duration of more than one (1) full pay period.

Section 6.3.3 Waiver of Court Costs

The Court shall not incur any costs due to Small Claims Court appearances by Court staff. The Union shall defend, indemnify and save the Court harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Court under this Article. This includes not only the Court's attorney fees and costs but the cost of management preparation time as well. The Court shall notify the Union of such costs on a case-by-case basis.

The authorization for payroll deductions described in this Article shall specifically require the employee to agree to hold the Court harmless from all claims, demands, suits or other

forms of liability that may arise against the Court for or on account of any deduction made from the wages of such employee.

Article 6.4 New Employee Orientation

Section 6.4.1 Union Presentation

The Union shall have the opportunity to make a thirty (30) minute presentation at each new employee orientation program presented by the Court Human Resources Department.

The Court shall notify the Union of an employee orientation at least ten (10) calendar days in advance except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Courts operations that was not reasonably foreseeable. In addition, the Court shall provide the Union an electronic list of expected participants at least three (3) days in advance of the employee orientation.

A new employee who does not attend the orientation program shall be required to attend a thirty (30) minute make-up session with the Union during regular work hours and onsite without loss of compensation. The meeting will be rescheduled to a mutually agreeable time.

Two (2) employees of the court, as designated by the Union, shall be granted thirty (30) minutes release time to present on the Union's behalf at the orientation program. In addition, an employee of the Union or non-unit member officer who is not an employee of the court shall also be entitled to attend.

Section 6.4.2 Right to Use Facilities and Equipment

The Union shall have the right to access and use the Court's facilities and available audiovisual equipment to conduct their new employee orientation presentations.

Section 6.4.3 Annual Successor MOU Training

Upon ratification of a successor MOU, the Union shall have the right to hold one (1) annual in-person training lasting one (1) hour during the first Closed Court Day of the year. The training shall be to familiarize represented employees with the terms of the MOU. Employees shall have the option to attend the training without loss in compensation. This annual in-person training is in addition to new employee orientation.

Section 6.4.4 Neutrality

Court management representatives shall be absent from the room during the Union trainings and new employee orientation sessions pursuant to Section 6.4.1 and 6.4.3.

**CHAPTER 7
COURT RIGHTS**

Article 7.1 Defined Court Rights

Section 7.1.1 In General

All Court rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the Court.

Section 7.1.2 Specified Rights

The rights of the Court include, but are not limited, to:

1. Set standards of service;
2. Determine the procedures and standards of selection for employment and promotion;
3. Train, direct and assign its employees;
4. Take disciplinary action;
5. Relieve its employees from duty because of lack of work or for other legitimate reasons;
6. Maintain the efficiency of Court operations;
7. Determine the methods, means and personnel by which Court operations are to be conducted;
8. Determine the content of job classifications;
9. Take all necessary actions to carry out its mission in emergencies;
10. Exercise complete control and discretion over its organization and the technology of performing its work;
11. Determine the merits and administration of the Court system;
12. Coordinate, consolidate and merge the Court and support staff;
13. Decide issues relating to automation including, but not limited to, fax filing, electronic recording and implementation of information systems;
14. Design, construct and locate Court facilities;
15. 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 bargaining unit members.

The Court has the right to make reasonable rules and regulations pertaining to employees, consistent with this Agreement.

Article 7.2 Consultation

Section 7.2.1 In General

Nothing herein may be construed to limit the right of the parties to consult on any matter outside the scope of representation.

**SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU),
LOCAL 1021**

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MARIN**

For SEIU Local 1021

For the Court

Joel Evans-Fudem 02/02/2023

 01/31/2023

Joel Evans-Fudem Date
Field Representative/Chief Negotiator

Samantha Anaya Date
Chief Negotiator

 02/02/2023

Jia H Chen 01/31/2023

Linn Celani Date
Bargaining Team Member

Jia Chen Date
Chief Human Resources Officer

Byron Cordoba 01/31/2023

Byron Cordoba Date
Bargaining Team Member

Jordenne D. Ferenczi 01/31/2023


Jordenne Ferenczi Date
Bargaining Team Member

J. Glazier 02/02/2023

Joseph Glazier Date
Bargaining Team Member

Andrea Zanetti 02/02/2023

Andrea Zanetti Date
Area Director

 02/02/2023

David Canham Date
Executive Director

APPENDIX A

**SEIU 1021
CLERICAL AND TECHNICAL BARGAINING UNIT**

55-01 General Clerical and Technical Unit

Accounting Specialist
Administrative Services Technician
Court Processing Specialist I
Court Processing Specialist II
Court Processing Specialist III
Court Reporter
Courtroom Clerk
Information Technology Specialist I/II
Principal Network Specialist
Senior Technology Specialist
Senior Systems Analyst

55-03 Child Custody Recommending Counselors

Child Custody Recommending Counselor

55-04 Investigators/Examiners

Court Investigator
Family Law Examiner

APPENDIX B

SEIU 1021

HOURLY SALARY SCHEDULE

Effective December 12, 2022

| Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-------------------------------|---------|---------|---------|---------|---------|---------|
| Accounting Spec. | \$27.37 | \$28.73 | \$30.17 | \$31.68 | \$33.26 | |
| Admin. Svcs. Tech. | \$28.14 | \$29.41 | \$30.70 | \$32.16 | \$33.36 | |
| Child Cust. Rec. Couns. | \$40.03 | \$42.03 | \$44.12 | \$46.33 | \$49.86 | |
| Court Investigator | \$37.79 | \$39.65 | \$41.61 | \$43.68 | \$45.70 | |
| Court Proc. Spec. I | \$21.98 | \$23.08 | \$24.23 | \$25.44 | \$27.38 | |
| Court Proc. Spec. I Bi-ling | \$22.64 | \$23.77 | \$24.96 | \$26.20 | \$28.20 | |
| Court Proc. Spec. II | \$24.34 | \$25.36 | \$26.41 | \$27.52 | \$28.70 | |
| Court Proc. Spec. II Bi-ling | \$25.08 | \$26.12 | \$27.20 | \$28.35 | \$29.56 | |
| Court Proc. Spec. III | \$28.14 | \$29.41 | \$30.70 | \$32.16 | \$33.36 | |
| Court Proc. Spec. III Bi-Ling | \$28.98 | \$30.29 | \$31.63 | \$33.13 | \$34.36 | |
| Court Reporter | --- | --- | \$55.55 | \$58.33 | \$61.25 | \$64.30 |
| Courtroom Clerk | \$31.26 | \$32.84 | \$34.48 | \$35.97 | \$37.49 | |
| Family Law Exam. | \$36.04 | \$37.85 | \$39.74 | \$41.73 | \$43.81 | |
| Info. Tech Spec. I | \$31.03 | \$32.55 | \$34.15 | \$35.82 | \$37.58 | |
| Info. Tech Spec. II | \$34.63 | \$36.34 | \$38.11 | \$40.00 | \$41.96 | |
| Principle Network. Spec. | \$54.42 | \$57.15 | \$60.00 | \$63.01 | \$66.15 | |
| Sr. Systems Analyst | \$48.01 | \$50.40 | \$52.92 | \$55.56 | \$58.34 | |
| Sr. Technology Spec. | \$41.41 | \$43.48 | \$45.66 | \$47.94 | \$50.33 | |

APPENDIX C

SEIU 1021

HOURLY SALARY SCHEDULE

Effective December 10, 2023

| Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Accounting Spec. | \$28.19 | \$29.59 | \$31.07 | \$32.64 | \$34.26 | |
| Admin. Svcs. Tech. | \$28.98 | \$30.29 | \$31.63 | \$33.13 | \$34.36 | |
| Child Cust. Rec. Couns. | \$41.23 | \$43.29 | \$45.44 | \$47.72 | \$51.36 | |
| Court Investigator | \$38.93 | \$40.84 | \$42.86 | \$44.99 | \$47.07 | |
| Court Proc. Spec. I | \$22.64 | \$23.77 | \$24.96 | \$26.20 | \$28.20 | |
| Court Proc. Spec. I Bi-ling | \$23.32 | \$24.49 | \$25.71 | \$26.99 | \$29.05 | |
| Court Proc. Spec. II | \$25.08 | \$26.12 | \$27.20 | \$28.35 | \$29.56 | |
| Court Proc. Spec. II Bi-ling | \$25.83 | \$26.90 | \$28.02 | \$29.20 | \$30.45 | |
| Court Proc. Spec. III | \$28.98 | \$30.29 | \$31.63 | \$33.13 | \$34.36 | |
| Court Proc. Spec. III Bi-Ling | \$29.85 | \$31.20 | \$32.57 | \$34.12 | \$35.39 | |
| Court Reporter | --- | --- | \$57.22 | \$60.08 | \$63.08 | \$66.23 |
| Courtroom Clerk | \$32.20 | \$33.82 | \$35.51 | \$37.05 | \$38.61 | |
| Family Law Exam. | \$37.12 | \$38.99 | \$40.94 | \$42.98 | \$45.13 | |
| Info. Tech Spec. I | \$31.96 | \$33.53 | \$35.17 | \$36.89 | \$38.71 | |
| Info. Tech Spec. II | \$35.67 | \$37.43 | \$39.25 | \$41.20 | \$43.22 | |
| Principle Network. Spec. | \$56.06 | \$58.86 | \$61.80 | \$64.90 | \$68.14 | |
| Sr. Systems Analyst | \$49.95 | \$51.91 | \$54.51 | \$57.23 | \$60.09 | |
| Sr. Technology Spec. | \$42.65 | \$44.79 | \$47.03 | \$49.38 | \$51.84 | |

APPENDIX D

**SEIU 1021
HOURLY SALARY SCHEDULE**

Effective December 8, 2024

| Title | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Accounting Spec. | \$29.03 | \$30.48 | \$32.01 | \$33.61 | \$35.28 | |
| Admin. Svcs. Tech. | \$29.85 | \$31.20 | \$32.57 | \$34.12 | \$35.39 | |
| Child Cust. Rec. Couns. | \$42.47 | \$44.59 | \$46.81 | \$49.15 | \$52.90 | |
| Court Investigator | \$40.10 | \$42.07 | \$44.15 | \$46.33 | \$48.49 | |
| Court Proc. Spec. I | \$23.32 | \$24.49 | \$26.48 | \$27.80 | \$29.92 | |
| Court Proc. Spec. I Bi-ling | \$24.02 | \$25.22 | \$26.48 | \$27.80 | \$29.92 | |
| Court Proc. Spec. II | \$25.83 | \$26.90 | \$28.02 | \$29.20 | \$30.45 | |
| Court Proc. Spec. II Bi-ling | \$26.60 | \$27.71 | \$28.86 | \$30.08 | \$31.36 | |
| Court Proc. Spec. III | \$29.85 | \$31.20 | \$32.57 | \$34.12 | \$35.39 | |
| Court Proc. Spec. III Bi-Ling | \$30.75 | \$32.13 | \$33.55 | \$35.15 | \$36.45 | |
| Court Reporter | --- | --- | \$58.93 | \$61.88 | \$64.98 | \$68.22 |
| Courtroom Clerk | \$33.17 | \$34.84 | \$36.58 | \$38.16 | \$39.77 | |
| Family Law Exam. | \$38.23 | \$40.16 | \$42.16 | \$44.27 | \$46.48 | |
| Info. Tech Spec. I | \$32.92 | \$34.53 | \$36.23 | \$38.00 | \$39.87 | |
| Info. Tech Spec. II | \$36.74 | \$38.55 | \$40.43 | \$42.43 | \$44.52 | |
| Principle Network. Spec. | \$57.74 | \$60.63 | \$63.65 | \$66.84 | \$70.18 | |
| Sr. Systems Analyst | \$50.93 | \$53.47 | \$56.14 | \$58.95 | \$61.90 | |
| Sr. Technology Spec. | \$43.93 | \$46.13 | \$48.44 | \$50.86 | \$53.40 | |

SIDE LETTER

COURT REPORTER RECRUITMENT AND RETENTION

The Court shall take the following measures in an effort to address recruitment and retention issues related to the court reporter shortage crisis in California:

Wages:

Any court reporter on staff upon ratification of this Agreement (December 3, 2022) who is not currently at Step 5 will be moved to Step 5 effective the first full pay period upon ratification.

Upon ratification of this Agreement, the salary range for court reporters will be:

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Hourly | -- | -- | \$53.41 | \$56.09 | \$58.89 | \$61.83 |
| Biweekly | -- | -- | \$4,006.10 | \$4,206.65 | \$4,416.75 | \$4,637.25 |
| Monthly | -- | -- | \$8,679.88 | \$9,114.41 | \$9,569.63 | \$10,047.38 |
| Annual | -- | -- | \$104,158.54 | \$109,372.89 | \$114,835.50 | 120,568.50 |

Salary increases in Section 2.1.1 (Wages) of this Agreement will be added to the new salary range outlined above for the Court Reporter classification.

Incentive Payments:

During the term of this Agreement (December 3, 2022 through December 2, 2025), one-time non-base-building lump sum payments will be offered to court reporters as a way of incentivizing their employment with the Court in an amount up to \$25,000, to be paid out as follows:

\$10,000 at hiring for all new full-time regular court reporters hired after ratification of this Agreement (December 3, 2022).

Each full-time regular court reporter that is employed with the Court at the end of fiscal year 22/23, will receive a \$5,000 one-time non-base-building lump sum payment in the last full pay period of fiscal year 22/23.

Each full-time regular court reporter that is employed with the Court in a full-time regular court reporter position at the end of fiscal year 23/24, will receive a \$5,000 one-time non-base-building lump sum payment in the last full pay period of fiscal year 23/24.

Each full-time regular court reporter that is employed with the Court in a full-time regular court reporter position at the end of fiscal year 24/25, will receive a \$5,000 one-time non-base-building lump sum payment in the last full pay period of fiscal year 24/25.

One-time non-base-building lump sum payments can either be paid through payroll or can be deposited into a deferred compensation account.

Finder's Fee:

During the term of this Agreement (December 3, 2022 through December 2, 2025), the primary court employee who refers a court reporter candidate to the Court for employment is eligible for a finder's fee if that court reporter, 1) names the employee as who referred them at the time they submit their application to the Court, 2) the court reporter is a successful candidate and is hired by the Court as a full-time regular court reporter, and 3) the court reporter remains a full-time regular court reporter for a full calendar year from their hire date. The court staff member named by the candidate at the time of their application to the Court will receive a \$10,000 finder's fee the first full pay period the employee remains on payroll after the court reporter reaches their one-year employment date with the Court.

The one-time non-base-building lump sum finder's fee can either be paid through payroll or can be deposited into a deferred compensation account.