

Memorandum of Understanding

Between the
Superior Court of California,
County of Amador



and
Service Employees International Union,
Local 1021

Term: October 1, 2015 – September 30, 2018

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Preamble

Pursuant to the provisions of the Trial Court Employment Protection and Governance Act, California Government Code §71600 et seq., and the Amador Superior Court's Employer-Employee Relations Policy, representatives of the General Employees Representation Unit of the Service Employees International Union local 1021, hereinafter called "Union", and the Amador Superior Court, hereinafter called "Court", have met and conferred concerning the subject of wages, hours and terms and conditions of employment. This Memorandum of Understanding (MOU) represents the good faith effort of both the Court and the Union to reach agreement on matters of wages, hours, and terms and conditions of employment. Terms and conditions not amended in this successor MOU shall, unless otherwise stated, remain in full force and effect for the term of this MOU.

The signatures at the end of this MOU on behalf of the Court and the Union shall be conclusive evidence that both parties have ratified this MOU.

Mutual Respect

The Court and the Union agree that all employees regardless of position or profession should treat each other with courtesy, dignity and respect. This principle shall also apply in providing service to the public. This provision shall not be grievable.

1. Recognition

The Court hereby recognizes the Union as the exclusive bargaining representative employee organization on behalf of all regular full-time and part-time employees within the General Employees Representation Unit. Such designated classifications are listed in the attached Appendix A.

The Union recognizes the Court Executive Officer or his/her designee as the Court's designated representative for negotiations.

Both parties recognize their mutual obligation to cooperate with each other and provide efficient service of the highest quality to the public and to the residents of Amador County. Both the Court and the Union shall keep duplicate originals of this MOU on file in a convenient location that is accessible to employees and members.

2. Non-Discrimination / Sexual Harassment Policies

The provisions of this MOU shall be applied equally to all employees covered hereby without discrimination based on race, color, religious affiliation, gender, age, national origin, marital status, sexual orientation, ancestry, political affiliation, veteran's status, citizenship, physical or mental disability, or medical condition, or any other basis protected by law, including the California Fair Employment Act.

Neither the Court nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate

against employees because of the exercise of rights to engage in Union activity.

2.1 No Harassment Policy

The parties are committed to providing a work environment that is free from discrimination. In keeping with its commitment, the Court maintains a strict policy prohibiting unlawful harassment on the basis of any of the protected classes stated above; this includes sexual harassment. It is the responsibility of every manager and employee to follow this policy.

The Court will not tolerate sexual harassment or bullying of any kind by employees or by supervisors. Similarly, the Court will not tolerate harassment of its employees by persons with whom the Court has a business, service or professional relationship.

3. Court Rights

Except as provided in this MOU and consistent with its obligation to meet and confer, the Court shall have the right to adopt, change or revoke any policies, practices or procedures. The Court reserves the right to set standards of service, determine the standards of selection for employment; direct its employees, institute disciplinary action, relieve employees of duties or reduce staffing because of lack of work or other legitimate reason, determine the methods, means and personnel by which its operations are conducted, take all necessary actions to carry out its mission in emergencies, and control the allocation and use of its resources.

4. Union Rights

4.1 Negotiation Representatives

The Union and its members shall have the right to be represented in labor negotiations with the Court by a negotiating team consisting of no more than two employees. The Union shall notify the Court in writing of the names of the negotiating team members within 10 days of their selection. The Union and its members shall also have the right to designate alternates to serve in the capacity of negotiating team members in the event of absence by one or both of the negotiating team members.

The Court shall allow the two employee representatives on the negotiating team reasonable release time during their normal work hours – without loss of compensation – to prepare for and participate in labor negotiations. “Without loss of compensation” means that they shall receive their normal salary and wages with no additional compensation (e.g., no overtime compensation) for the time they spend during their normal work hours preparing for and participating in labor negotiations. Any time the two employee members of the Union negotiating team spend preparing for or participating in labor negotiations that is outside their normal work hours shall be on the employees’ own time, without compensation of any kind from the Court.

4.2 Union Access

Authorized representatives of SEIU shall have reasonable access to Court facilities for the purpose of conducting union business.

Authorized representatives desiring access shall give the CEO or his/her designee reasonable advance notice as to the time, date and location of the requested access. Visiting authorized Union Representatives shall refrain from interfering with the operations of the Court.

The Union shall give the CEO or designee a written list of the names of all authorized Union representatives, which shall be kept current by the Union. Access to work locations shall only be granted to Union staff representatives on the current list. Union staff may request reasonable access to work sites to conduct Union business, and hold elections, including contract ratifications. If approved by the CEO or designee, an election may be conducted so long as there is no interference with the Court's operations. Such access shall not be interpreted as a granting of release time for participation in union elections.

4.3 Union Bulletin Board

Reasonable space shall be allowed on designated bulletin boards for use by the Union to communicate with employees and not upon walls, doors, in workspace areas, or any other place. All posted material shall bear the identity of the sponsor and shall be neatly displayed.

4.4 Union Communications

The Union shall have the right to reasonable use of the Court's interoffice communications system for transmission of information concerning official Union business.

4.5 Shop Stewards

The Union may designate up to two shop stewards to assist Unit employees in resolving grievances at the lowest possible administrative level. Stewards will be recognized by the Court and will be allowed a reasonable amount of release time to investigate a grievance and to meet with the employee filing the grievance and Court management representatives. Such time shall not exceed four hours per case. Only one steward may be released to work on any single case.

A request for release time for the purposes outlined above shall be made by a recognized shop steward prior to taking the release time. If requested, a request for release time by a steward shall include the anticipated length of time the steward will be absent from his or her worksite. A release time request must be approved by the steward's immediate supervisor prior to use of release time. Requests for release time under this section shall not be unreasonably denied by Court management.

4.5.1 Conduct of Meetings

Any meeting of shop steward and supervisor will be held in a quiet, dignified manner. The Court and shop stewards agree to work together in a conscientious effort to settle problems at the earliest possible step of the grievance procedure.

4.6 Union Security

The Union shall be supplied by the Court with a quarterly report of the names and classifications of all employees within the Bargaining Unit, only when changes have been made.

4.7 Advance Notice

The Court shall give reasonable written notice to the Union of any rule, practice or policy directly relating to matters within the scope of representation proposed to be adopted or changed by the Court and shall give the Union the opportunity to meet with the Court prior to implementation. In the event of the adoption of an emergency measure, the Court shall notice the Union as soon as feasible.

5. Term

This MOU shall be for a term commencing on October 1, 2015 through and including September 30, 2018.

In the event either party desires to negotiate a successor MOU, that party shall provide written notice to the other party of its intent to open the MOU during the period from 120 to no less than 90 days prior to the expiration of the MOU, June 1, 2018 to June 30, 2018.

6. Employment Selection and Advancement

6.1 Equal Employment Opportunity (EEO)

The Court's recruitment, selection, and promotion policies shall not be based upon an applicant or employee's race, color, religious affiliation, sex, age, national origin, marital status, sexual orientation, ancestry, physical or mental disability, medical conditions, political affiliation, veteran's status or citizenship, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, and transfer. The Court Executive Officer shall be the Personnel Officer of the Court and all references in this document to Personnel or to the Personnel Officer shall be to the Court Executive Officer.

The Court will not discriminate against any qualified individual based on a known disability. Where appropriate, the Court will make reasonable accommodation to permit a qualified individual with a disability to perform the essential functions of the job, unless such accommodation would create undue hardship for the Court or pose a threat to the health and safety of others.

Any applicant or an employee who requires an accommodation to perform essential functions of a job should contact Personnel and request accommodation. The employee should specify what accommodation is needed to perform the job. If the accommodation is reasonable and will not impose an undue hardship or pose a threat to the health and safety of others, the Court will make the accommodation. The Court reserves the right to require an employee to submit to a mental or physical examination, at the Court's cost, to determine fitness for duty, indemnify any job-related disability or the employee's ability to perform job functions and identify reasonable accommodations.

6.1.1 Status of Employees

All employees covered by this MOU are subject to the Trial Court Employment Protection

and Governance Act (Government Code Section 71600 and following).

6.2 Employment Selection and Advancement System

6.2.1 Job Posting for Vacant Position

Personnel will prepare a job posting form for general circulation and display to all employees. The job posting will be posted two (2) weeks in advance of the application deadline on the Court's internal website and the employee bulletin board. The steps to apply for any posted position and the necessary qualifications for the position appear at the bottom of the posting form.

6.2.2 Promotions

Promotion shall mean a change of employment from one classification to a higher classification.

Preference shall be given to Court employees. Every person at the Court shall be given the opportunity to advance according to merit and ability.

Employees may not participate in a promotional selection procedure unless they meet the minimum education and/or experience requirements and possess any license, certificate or other evidence of fitness as prescribed for the class for which the selection procedure is given.

Employees promoted to a classification with a higher rate of pay shall be paid at the next highest step in the new salary range that provides a minimum five percent (5%) increase over their step at the time of promotion.

Employees who have authorized access to the I-Portal and the Court's email system will be noticed of recruitment and promotional employment opportunities within the Court. Announcements shall also be timely posted on the break room Bulletin Board and will be provided to an SEIU Shop Steward for posting on the Union Bulletin Board.

6.3 Probationary Period

6.3.1 New Employees

The Court attempts to hire the most qualified employee for each position. To ensure this, the Court requires a probationary period of one year beginning on the date of hire. This period is used to determine whether the employment relationship should continue.

During the probationary period, frequent informal and formal employee performance evaluations will be held. The Court will conduct formal evaluations at approximately three-month intervals during the probationary period. If the Court determines that a satisfactory performance level cannot be achieved during the probationary period, employees may be released from employment immediately. Failure by the Court to conduct formal performance evaluations during the initial probationary period shall not alter the at-will employment status of probationary employees. (Government Code Section 71650(d)(2).)

Upon satisfactory completion of the probationary period, the probationary employee will become a regular employee. The accrual of paid time off (PTO) benefits begins on the first day of employment. However, employees may not use PTO until after the 90th day of their employment, without written permission of the Court Executive Officer.

At the discretion of the Supervisor, and the concurrence of the Court Executive Officer, the Court may continue the probationary period for a new employee for a period not to exceed ninety (90) calendar days, provided the approval for extension is made prior to the completion of the normal probation period.

6.3.2 Promoted Employees

Any employee who is promoted will serve a probationary period of nine months in their new position. The Court will conduct a formal performance evaluation approximately three and six months after the probationary period begins.

Any leave of absence with or without pay, excluding approved PTO, exceeding thirty (30) days shall cause the probation to be extended by that amount of time, except as otherwise provided by law.

6.3.2.1 Promoted Employee Fallback Rights

An employee on promotional probation may be failed at any time for any legal reason without right of appeal or hearing. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class at the same rate of pay prior to promotion. Alternatively, if the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion.

6.3.3 Responsibilities and Procedures

Supervisors will be responsible for training and evaluation during the probationary period.

Informal performance appraisals should be provided on a daily or as-indicated basis. Personnel is responsible for notifying supervisors two weeks prior to an employee completing his/her probationary period. Upon satisfactory completion, employees move to regular status and are subject to the standard performance appraisal process and other Court policies. If the employee's performance is unsatisfactory the employee may be released from employment.

6.4 Job Classifications

6.4.1 Classification Plan

All positions within the unit shall be included in a classification plan. The classification plan shall be maintained by Personnel so that all positions substantially similar in duties, responsibilities, authority, and qualifications are so classified that schedules of compensation may be applied equitably. Each classification shall have a written

specification setting forth the title of the class, defining the class, describing duties and responsibilities of the positions in the class, and setting forth qualifications of applicants for positions in the class.

Clerk I and Clerk II Classifications

Effective as soon as administratively possible following Union ratification of this MOU, the Court Clerk I and Court II classifications shall be restructured as one flexibly staffed classification, Clerk I/II, with job requirements which shall be identified in the Clerk I/II job description.

The Clerk III and Clerk IV classifications' requirements shall remain unchanged.

6.4.2 Amending the Classification Plan

The Court Executive Officer may create new classes and revise or abolish existing classes. Upon request, the Court will meet and confer with the Union on classification changes or setting salaries.

6.4.3 Allocation of Positions

The number and classifications of regular positions shall be as approved by the Court Executive Officer, who shall not appoint more employees to a class of positions than is provided, except that a new employee may be appointed to a position before an employee being replaced is separated.

6.4.4 Position Reclassification

The Court Executive Officer may reclassify a position when it appears that there has been a significant change in the duties and responsibilities of the position. When a position is reclassified to a higher classification, Personnel shall make a determination whether or not an incumbent is qualified to advance to the higher class. If there are other qualified employees in the same class as the incumbent whose position was reclassified, Personnel may conduct promotional examinations for the higher class of position. No bargaining unit member will lose pay or their employment as a result of a reclassification of a position.

6.5 Compensation Program Administration

6.5.1 Statement of Policy

The Court provides a compensation program that is designed to stimulate employee productivity, reward performance, and ensure equity.

The program is administered by Personnel. The program will be reviewed periodically and adjusted consistent with local market conditions and other local compensation-related issues such as, difficulty of recruitment or retention and available resources. This review determines the competitiveness of the compensation structure. Recommendations for changes are made to the Court Executive Officer who shall make adjustments as appropriate.

6.5.2 Compensation Program Elements

Each position has been placed in a compensation level that establishes the value of the position in relation to other positions in the Court.

Each level has been assigned a range. Employees will receive compensation that is within the range limits of the applicable level. The minimum of the appropriate range is paid to all qualified employees at that particular compensation level.

The maximum of a compensation range provides an upper limit to the rate employees at that level may be paid. Employees paid at the maximum of the compensation range are not eligible for further classification step increases.

If an employee is paid over the maximum at the time the classification is established, compensation will not be reduced. Rather, the employee will be ineligible for an increase in pay (“Y rated”) until an adjustment in the structure is made.

6.5.3 Wage Increases Upon Promotion

Employees promoted to a classification with a higher rate of pay shall be paid at the next highest step in the new salary range that provides a minimum five percent (5%) increase over their step at the time of promotion.

6.6 Performance Evaluation

6.6.1 Statement of Policy

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations for regular employees are conducted annually. Performance evaluations should be used to: identify the supervisor’s expectations for the employee’s job performance; assess training needs; prescribe the means and method of converting deficiencies to a required level of performance; encourage and acknowledge above-standard performance; discuss positive, purposeful goals and objectives, and if needed, develop a work plan to meet those goals and objectives.

Written performance evaluations and any written response to the evaluation will be included in the employee’s personnel file.

6.6.2 Performance Rating

Employees who consistently demonstrate their capability in carrying out the full range of assigned duties and responsibilities at their job classification level shall achieve a “Meets Performance Expectations” rating. Employees who fail to consistently demonstrate their capability in carrying out the full range of assigned duties and responsibilities at their job classification level shall receive a “Needs Improvement” rating. Employees shall be advised of any performance concerns the supervisor may have when the concern arises.

The written performance evaluation shall be discussed with the employee and shall include a recommendation to the Court Executive Officer to grant, deny or defer the Step Increase in accordance with MOU Section 7.1.

If an employee receives a “Needs Improvement” rating, the supervisor shall identify the documented areas of deficiency and provide a written, corrective action plan for the employee to implement. The plan timeline for the employee to achieve “Meets Performance Expectations” shall be no less than sixty (60) days and may extend up to ninety (90) days depending on the nature of the deficiency and the steps necessary to correct the deficiency.

If the employee has improved the work performance deficiency identified by the supervisor prior to the issuance of the annual performance evaluation, then the supervisor shall note on the evaluation that the employee has successfully completed the corrective action required by the deficiency.

In the event an employee does not achieve a “Meets Performance Expectations” on his/her performance evaluation a Step Increase may be denied or deferred. The Supervisor must document in detail the areas of deficiency and reasons for the denial in writing, give a copy to the employee, and provide a copy to be placed in the employee’s personnel file.

If a Step Increase is denied or deferred the employee must be re-evaluated within the ninety (90) day period following the salary Step Increase eligibility date.

When a Step Increase is deferred and then granted the employee's Step Increase eligibility date shall not change.

6.6.3 Procedures

Each supervisor is responsible for conducting performance evaluations for each subordinate employee.

Probationary Evaluation

Each supervisor shall meet no less than quarterly with each supervised probationary employee to discuss the status of expected duties and responsibilities. The purpose of the meeting is to assess the employee’s ability to fully carry out the assigned duties and responsibilities of the job. At the end of the probationary period, if retention is warranted, the supervisor shall recommend approving the probationary employee’s status to regular employee status.

Regular Employees’ Quarterly Evaluations

Each supervisor shall meet informally no less than quarterly with each supervised employee to discuss the status of expected duties and responsibilities in the work plan or job description. The purpose of the meeting is to provide encouragement, support and assistance to the employee. The supervisor shall follow up each quarterly meeting with an informal status memo within twenty (20) days of the meeting noting that an employee is either meeting expectations or should address an area of deficiency or concern. If the supervisor identifies an area of deficiency, the supervisor shall schedule a meeting with the employee to develop a work plan to correct the deficiency.

Regular Employees’ Annual Evaluations

Each supervisor shall meet annually with each supervised employee to discuss the status of expected duties and responsibilities. The meeting shall take place no fewer than thirty

days (30) days prior to the employee's anniversary date. The purpose of the meeting is to rate the employee's performance for that year. The discussion shall be held at a private location, which is free from interruptions.

The employee will be asked to comment on the evaluation and acknowledge receipt by signing where indicated. A copy of the final evaluation shall be given to the employee. If the employee declines to sign the form, the supervisor shall write "employee declined to sign" at the bottom of the form, add his or her initials and the date, and give the employee a copy. The supervisor should then provide Human Resources with the copy of the evaluation. Employees may submit responses to their evaluations that will be appended to the evaluations and included in the employee's personnel file.

6.7 Transfers

6.7.1 Permanent Transfers

The Court Executive Officer may make transfers of employees from one job function to another job function within the Court, provided the positions are in the same compensation range and the employee possesses the minimum qualifications for the new position.

6.7.2 Temporary Out-of-Class Assignments

The Court Executive Officer may temporarily assign a regular employee to a regularly authorized position in a class, or at a level, having a higher compensation range when an employee is absent or there is no employee currently in that position. A temporary assignment shall not exceed 180 days unless the Court Executive Officer specifically authorizes a longer period. During the temporary transfer to a higher classification, the hourly wage of the employee shall be a guaranteed minimum of five percent (5%) increase, until return to original position.

7. Wages and Classification

The classifications for the employees in the General Unit are as set forth in the Wage and Classification Schedule attached as Appendix A.

- Effective October 1, 2015, base wages shall increase by 2%
- Effective October 1, 2016, base wages shall increase by 3%
- Effective January 1, 2017, the Court shall reinstate Step Increases for eligible unit members through the term of this MOU ending September 30, 2018

Employee Service Recognition – Effective the first full pay period following Union ratification of the MOU, bargaining unit members who are actively employed on the date of ratification shall receive a one-time only payment of Two Hundred Fifty Dollars (\$250).

7.1 Step Increases

Eligible employees shall receive a step increase annually upon receipt of their performance evaluation provided the overall rating is "Meets Expectations" or above.

8. Benefits

8.1 Medical, Dental, Vision, Life Insurance, and Long Term Disability Insurance Plan Benefits

The Court shall provide medical, vision, dental, life insurance and long-term disability insurance benefits through a 125 plan (“cafeteria plan”). The rules and regulations of the benefit plans shall be controlled by the respective Court-sponsored plans. Premium contributions for the following year shall be effective as of the last pay period in December.

8.1.1 Court Contributions

Effective the first full pay period in July 2015, the Court will make the minimum monthly contribution of \$122.00 as required by the CalPERS Public Employees Medical and Hospital Care Act (“PEMHCA”), Government Code §22892) to the medical insurance plan through CalPERS for all employees electing medical coverage. The Court shall make the following additional monthly contribution toward the cafeteria benefit plan (medical, dental, vision, life, and long-term disability insurance) for represented employees:

- Employee only is \$578 per month;
- Employee Plus One Dependent is \$1070.00 per month;
- Employee Plus Two or More Dependents is \$1335.00 per month.

The represented employee’s medical coverage election, e.g., Employee Only, Employee Plus One, or Employee Plus Two or More Dependents, determines the Court’s contribution rate.

The represented employees electing no medical coverage through the cafeteria benefit plan are entitled to “Employee Only” contribution rate for all other benefits in the plan. Any employee who elects no medical coverage through the cafeteria benefit plan must file an affidavit with the Court Executive Officer confirming that the employee and the employee’s dependents have obtained other major medical insurance.

8.1.2 Employee Contributions

The employee is responsible for any premium cost over the amount provided by the Court under the cafeteria plan.

8.1.3 Eligibility

Only full-time employees and part-time employees who are regularly scheduled to work a minimum of twenty (20) hours per week shall be eligible for the Court’s Health, Dental, Vision or Life insurance benefits. The Court benefit contribution for a part-time employee shall be pro-rated based upon the employee’s regularly scheduled work hours.

8.1.4 Cash In-Lieu of Medical, Dental, Vision and Life Insurance Benefits

Unit employees eligible for coverage under the Court’s cafeteria plan may elect not to participate in the plan. Such employees may make this election once per calendar year during the open enrollment periods for the above cafeteria plan. Employees who elect not to participate in the Court’s cafeteria plan may receive payment in-lieu of coverage

in the amount of \$425.00 per month.

8.1.5 Medical, Dental, and Vision Benefits While on Medical or Pregnancy Disability Leave

When an employee exhausts their PTO accruals and goes on medical or pregnancy disability leave without pay, the Court will make its normal contribution to the employee's medical, dental, vision care, life insurance, and LTD benefits for a period not to exceed 16 weeks. After 16 weeks the employee will be entitled to continued coverage through COBRA Continuation of Coverage and is responsible for making a timely election and paying the COBRA premiums by the due date (i.e., the full cost of the insurance premiums). Prior to the exhaustion of the 16 week period the Court will provide reasonable notice of the employee's obligations regarding the opportunity to continue employee-paid benefits. The Court's 16 week period of leave without pay benefit entitlement shall run concurrent with FMLA/CFRA/CPDL. Employees may also be eligible for additional 12 weeks of leave under CFRA.

9. Hours of Work, Overtime, and Other Types of Pay

9.1 Hours of Work and Timekeeping

9.1.1 Workweek

Employees are required to take an unpaid lunch period of at least 30 minutes and not more than 60 minutes every day. Lunch periods are scheduled with the approval of the employee's supervisor. Unless otherwise approved by management, lunch periods shall occur approximately midway through the workday. Employees are provided two fifteen-minute paid break periods, one in the morning and one in the afternoon. Part-time employees are provided breaks and lunch according to their schedule.

The workweek begins at 12:01 a.m. on Sunday and ends at 12:00a.m. on Saturday.

9.1.2 Timekeeping

Accurately recording time worked is the responsibility of every employee. The Court is required to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is defined as the time actually spent on the job performing assigned responsibilities.

Employees are required to record accurately the time they begin and end their work as well as the beginning and ending time of any split shift or departure from work for personal reasons or lunch breaks. Altering, falsifying, or tampering with any time records may result in disciplinary action, up to and including termination of employment.

9.2 Overtime Pay

9.2.1 Overtime Definitions and Rates of Pay

Except as otherwise provided by this Memorandum of Understanding, any time worked in excess of the 40 hour weekly work schedule shall be considered overtime and shall be

compensated at the rate of one and one-half (1½) times the overtime worked.

Only those hours that are actually worked are added together to determine an employee's compensation. Paid time off (PTO), holidays, bereavement leave, compensatory time off, jury duty, time off to vote, or any other leave of absence, will not be counted as hours worked for the purposes of determining overtime for non-exempt employees.

It is the policy of the Court to avoid the necessity for overtime whenever possible. When overtime work is necessary to provide Court services, such overtime shall be compensated as provided below. However, the Court may require and authorize an employee to work overtime if such overtime is essential to the continuing efficient operation of the department.

9.2.2 Pre-Authorization

Overtime work must be approved before it is performed except when required by a judicial officer during the course of an ongoing courtroom proceeding in which case the employee shall send an email to his/her supervisor or designee notifying them of such before the employee clocks out that day. The employee must complete a written request (e.g. email) to work additional hours, and submit it to his/her supervisor for approval.

Failure or refusal to work scheduled overtime or working overtime without prior authorization from the supervisor may result in disciplinary action, as defined in MOU Section 20.1.3.

9.2.3 Flex Time

With prior approval as set forth below, employees may flex their scheduled work hours by changing their start time by up to one-half hour, their end time by up to one-half hour, and/or reducing their lunch time by up to one-half hour – for a daily maximum of one and one-half hours – to accommodate health appointments or personal obligations. However, no employee may start work before 7:30 a.m. or work after 5:30 p.m.

As stated above, flex time must be pre-approved. An e-mail from the employee to his/her supervisor or designee requesting to flex start time, lunch time, or end time is required 24 hours in advance of the requested flex time. The supervisor shall approve/deny the request via e-mail response.

An employee who flexes his or her hours may not be paid overtime unless more than 40 hours is worked in the work week in which the approved flex time is performed. Any overtime needs to be pre-approved per section 9.2.2 Pre-Authorization.

9.2.4 Compensatory Time Off (CTO)

For each pay period in which an employee works authorized overtime, he or she may earn CTO of one and one half (1½) hour for each hour of overtime worked subject to the following requirement: the employee must elect whether he/she wishes to be compensated for overtime in the form of CTO rather than pay the beginning of January and July of each calendar year for the six month periods following each of those months respectively. Once elected, the employee may not change his/her election of CTO until the next six month period begins (e.g., July when the election was made the preceding January and/or January when the election was made the preceding July).

Employees may accrue CTO up to eighty (80) hours. Employees with existing compensatory time balances of eighty (80) hours shall be paid for all overtime work performed in excess of that amount.

Employees must provide reasonable advance notice of the dates upon which they wish to take CTO. Upon separation, the employee will be paid for any outstanding CTO. The Court retains the right to require employees to reduce their accrued CTO balance to twenty (20) hours or to pay employees for accrued CTO based on their regular rate of pay.

Employees may choose to receive an annual “payback” for up to forty (40) hours of accrued CTO based on their regular rate of pay. The calculation will be made after the final pay period in October. A separate payroll check will be distributed to eligible employees in December of each year. The employees’ CTO bank will be reduced accordingly.

9.3 Other Types of Pay

9.3.1 Reporting Pay

An employee who reports to work at the Court’s request, whether for a regularly scheduled shift or otherwise, will be paid a minimum of four hours’ pay at their regular rate of pay, without regard to the number of hours actually worked, unless the reasons for lack of work are beyond the Court’s control.

9.3.2 Callback Pay

Any employee who is called back to work for a second work period in any one workday will be paid a minimum of two (2) hours at their regular rate of pay or actual hours worked, whichever is greater.

9.3.3 Standby Pay

Any employee assigned by the Court to be on call during non-duty hours shall receive standby compensation at the rate of three dollars (\$3.00) per hour during such standby period, provided the employee is available for, and responds to, all calls for work. If the employee is not available or fails to respond to a call for work, the employee shall receive no compensation for the entire period.

9.3.4 Holiday Pay

Employees are paid their regular wages for Court-paid holidays as set forth in Section 12.9 (Holidays) in this MOU. Employees who take PTO on the day immediately preceding and/or following a Court-paid holiday will receive pay for the holiday only if they have received authorization for their leave beforehand, in all but exigent circumstances. The Court may require medical certification or other substantiating evidence be provided to the CEO or designee within one week after the employee’s return to work because of the employee’s own or one of their immediate family member’s illness or injury. For purposes of this section, “immediate family member” shall be defined to include spouse; registered domestic partner; child (including step, adopted, foster and child of registered domestic

partner); and parent. The terms of MOU Section 11.1.4 Use of Accrued Hours apply.

9.4 Payday

9.4.1 Regular Paydays

Employees are paid on a bi-weekly basis. Each paycheck will include earnings for all work performed through the end of the current payroll period. If a regularly scheduled payday falls on a day off (e.g., a weekend or holiday), employees will be paid on the first workday preceding the regularly scheduled payday.

9.4.2 Payment Upon Resignation or Termination

When an employee resigns or is terminated, a paycheck will be mailed to an address provided by the employee or the last known address within 72 hours. The employee's final paycheck will include payment for all wages due and eligible leave, minus authorized deductions.

9.4.3 Paycheck Distribution

Payroll checks will be distributed to employees. An employee may designate another person to pick up his or her check by written request to the Court Executive Officer. Employees may also request to have their payroll checks deposited directly into their bank accounts by written request to the Court Executive Officer.

Payroll checks may be mailed to employees who are on sick leave or on any other leave, at the discretion of Personnel.

Employees are responsible for providing the Court with an accurate mailing address for payroll purposes. If a paycheck is misdirected as a result of inaccurate or obsolete information provided by an employee, a replacement paycheck will be issued within a reasonable time.

10. Expense Reimbursement

10.1 Lodging, Meals, and Other Allowable Travel Expenses

The Court shall observe the provisions of Government Code Section 69505 and policies and schedules approved by the Judicial Council in providing reimbursement to employees for eligible travel-related expenses.

Allowable expenses and reimbursement provisions are set forth in "AOC Travel Rate Guidelines" and are attached to this Memorandum of Understanding as Appendix B.

Should the allowable limits on reimbursable travel expenses change during the term of this Memorandum of Understanding, the Court agrees to notify the Union of such changes.

Changes to the "AOC Travel Rate Guideline" during the life of this agreement shall supersede the current guideline attached as Appendix B of this Memorandum.

11. Time Off (Paid & Unpaid Leave)

11.1 Paid Time Off (PTO)

11.1.1 Statement of Policy

The Court recognizes that there are a variety of circumstances for which an employee should receive paid time off from work. A Paid Time Off (PTO) program combines both sick leave and vacation into one lump sum or “bank” of PTO hours that may also be used for personal reasons.

11.1.2 Eligibility

Regular full and part-time employees are eligible after ninety (90) days of employment.

11.1.3 Accrual of PTO

Accrual begins on the first day worked and is based on the number of hours worked each pay period. The accrual rate increases with an employee's length of service. PTO hours accrue on regular hours worked, hours worked on a holiday, jury duty, bereavement leave, Court approved educational days, and PTO.

Under the current payroll processing, employee accruals are based on 2,080 hours a year or 80 hours per pay period. Therefore, PTO accruals shall be based on total hours not to exceed 80 hours in a pay period.

In recognition of years of service, the accrual rate increases with the length of service at the Court. The table below outlines the accrual rates for eligible employees in service with the Court as of December 31, 2007:

Months of Employment	Max. Hourly Accrual Rate	Max. Pay Period Accrual Rate	Max Annual Accrual Rate
0-23	.0769	6.154	160 hours (20 days)
24-59	.1000	8.0	208 hours (26 days)
60+	.1269	10.154	264 hours (33 days)

The table below outlines the accrual rates for eligible employees hired by the Court on or after January 1, 2008, regardless of any prior service with the Court:

Months of Employment	Max. Hourly Accrual Rate	Max. Pay Period Accrual Rate	Max Annual Accrual Rate
0-36	.0769	6.154	160 hours (20 days)
37-120	.1000	8.0	208 hours (26 days)

121+	.1269	10.154	264 hours (33 days)
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All eligible employees are assigned an hourly accrual rate corresponding to their years of service with the Court. The annual accrual is pro-rated for part-time employees. For example, an employee with 36 months of service works 2,080 eligible hours per year. For each eligible hour, this employee accrues .1000 hours of PTO. Therefore, $2,080 \times .1000 = 208$ hours or 26 days per year.

Employees may accrue a maximum of 675 hours. Employees will not lose any PTO hours accrued up to the date of ratification of this agreement. However, employees who exceed the 675 hours cap as of July 1, 2014 will cease accruing PTO until such employee's accruals fall below 675 hours. Time off requests will be granted based on the operational needs of the Court.

11.1.4 Use of Accrued Hours

Employees may begin to schedule and use their accrued hours effective the first pay period following the completion of ninety (90) days of employment. A supervisor's approval is required before any PTO is taken.

When possible, at least one week advance notice is required to schedule PTO. In cases involving emergency or illness, it is often not possible to request time off in advance. In such instances, the employee is to call the call-in line to report any absences prior to the commencement of their work shift or as soon as possible.

Accrued PTO may be used at a rate not to exceed regularly scheduled hours each pay period.

All employees working less than their regularly scheduled workweek must utilize PTO hours to make up any deficiency in hours worked.

If an employee takes time off without approval, the Court discipline procedures may be utilized.

11.1.5 PTO Use for Illness

The Court may require medical certification or other substantiating evidence of illness for any sick time call-ins of three (3) or more consecutive days. However, where there appears to be a pattern of abuse of PTO use for illness, (for example, excessive call-ins, repeated Monday and/or Friday absences, etc.), the Court may require medical certification or other substantiating evidence of illness for even one day's reported sick leave call in. In addition, the employee may be disciplined. Prior to requiring an employee to provide medical certification of illness for suspected PTO abuse from reported sick leave, the employee will be provided written notice of the Court's concerns related to suspected PTO leave abuse. Upon notification, the employee will be required to provide medical certification of illness for sixty (60) days which may be extended an additional sixty (60) days if there is no improvement in the employee's leave use reported as sick leave.

Certification of illness/injury shall be provided by a physician, dentist, or other person legally authorized to provide health care services or proof satisfactory to the Court. Such

certification shall include a written statement signed by a legally authorized health care provider stating the day(s) that the provider is certifying an absence from work because of the employee's illness/injury.

Employees absent from their regularly assigned workday are expected to have received authorization for their leave beforehand, in all but exigent circumstances. Employees who are absent without authorization shall be subject to disciplinary action. PTO hours may not be used to cover unauthorized absences.

11.1.6 Pay In-Lieu of PTO

Pay in lieu of PTO will only be made in an employee's final paycheck or if the employee's status is changed to a benefits ineligible position.

Additionally, an employee may be eligible to receive pay in lieu or "cash out" of PTO earned as follows:

No later than February 1st of each calendar year, the Court Executive Officer determines whether employees may receive pay in lieu of accrued PTO the following calendar year and will notify the employees accordingly. The determination of the CEO as to whether a PTO cash out will be allowed is final and is not subject to the grievance procedures in this document.

Pay in lieu of PTO earned will be paid in either a one-time lump-sum amount of up to eighty (80) hours or in two (2) lump-sum amounts of up to forty (40) hours each payment. In order to receive payment by the second pay period in June of the calendar year in which PTO was earned, an employee must apply by May 1st of that year. In order to receive payment by the second pay period in November of the calendar year in which PTO was earned, an employee must apply by October 1st of that year.

Once made, the election to receive pay in lieu of PTO can only be rescinded if the request is received by the Court no less than twenty (20) days before the payout date.

Employees participating in the PTO sellback program must maintain a minimum annual PTO bank of two-hundred and eight (208) hours to be eligible to receive pay in lieu of PTO.

This benefit shall be prorated for part-time employees.

12. Leaves

12.1 Voluntary Time Off

General Unit employees may request up to ten (10) days of voluntary time off (VTO) leave per fiscal year. VTO leave shall be unpaid, shall be subject to the approval of the Court Executive Officer or his/her designee, and shall further be subject to the operational needs of the Court. The CEO's decision whether to grant a request for VTO leave shall be non-appealable and non-grievable. The CEO's decision shall be based on the operational needs of the Court. VTO (leave) may be granted for a minimum of two (2) consecutive days off. In all but emergency

circumstances employees seeking VTO leave must give their supervisor or manager written notice of their request for VTO leave at least five work (5) days in advance of the first day of the requested VTO.

VTO leave shall count as time spent in the salary step for purposes of computing the employee's eligibility for further salary increases.

12.2 Pregnancy Disability and Family Leave (PDL)

The Court will provide pregnancy disability leave and family medical leave in accordance with applicable State and Federal laws.

12.2.1 Pregnancy Disability Leave

California's Pregnancy Disability Leave (PDL) Act allows employees to take up to four (4) months of leave with a doctor's certification that they are disabled due to pregnancy, childbirth or related medical conditions. This leave is in addition to any entitlement to leave under the Federal Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). FMLA leave will run concurrently with PDL. The Court will continue to provide health insurance coverage to the employee for up to four (4) months during PDL, contingent upon the employees paying her share of the healthcare premium cost.

The employee shall notify the Court at least ten (10) working days prior to her return from PDL leave of her intention to return to work, and provide the Court with satisfactory written verification from a physician or other licensed health care practitioner of her ability to return to work.

12.2.2 Procedures for Reinstatement Following Leave

Upon return from pregnancy disability or family leave, employees will be reinstated to their prior position, if available, or a comparable position for which the employee is qualified.

Employees on pregnancy disability or family leave must notify their supervisor of their availability to return to work at least two weeks prior to the end of leave.

The Court may require an employee to bring a statement from his or her doctor indicating that he or she is physically able to resume his or her regular work prior to return from pregnancy disability or family leave.

An employee's failure to return from leave of absence, or failure to contact his or her supervisor or Personnel within three days after the scheduled date of return, will be considered a voluntary resignation.

12.3 Family Medical Leave Act (FMLA/CFRA)

Employees may be eligible for unpaid leave under the federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), provided they meet the eligibility requirements set forth in those acts respectively. The provisions of this MOU will be applied in conformance with the provisions of FMLA and CFRA in effect at the time the leave is granted and in conformance with related Court policies.

CFRA, as amended. The Court shall provide up to twelve (12) weeks, or longer to the extent required by law, including the provisions for pregnancy disability leave under the PDL Act, in a rolling twelve (12) month period for qualifying employee. Employees are required to use accrued paid leave (PTO) to run concurrently with FMLA/CFRA leave.

12.3.1 Pay Status and Benefits During FMLA/CFRA Leave

Except as otherwise provided in this Section, FMLA/CFRA leave will be unpaid. The Court will, however, continue to provide healthcare coverage to the employee during the period of leave on the same basis as coverage would have been provided had the employee not taken FMLA/CFRA leave, contingent upon the employee continuing to pay his/her share of the monthly health care insurance premiums. The employee's share of the premiums shall be paid directly to the Court, or by the usage of accrued PTO at the employee's discretion. If the employee has exhausted his/her PTO accruals, then the employee's share of the premiums shall be paid directly to the Court.

12.3.2 Relationship of FMLA/CFRA Leave to Other Leaves

FMLA/CFRA leave will run concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason.

12.4 Workers' Compensation Leave/Reasonable Accommodation Leave

The Court will comply with applicable Workers' Compensation and Americans with Disabilities (ADA) laws.

12.5 Fitness for Duty Examinations

The Court may require an employee or prospective employee to have a health-related examination including, but not limited to, a physical examination and psychological evaluation under the following circumstances:

- (a) when an employee is returning to work from a leave of absence;
- (b) when the employee's job performance or safety for the employee or others is an issue, as determined by the Court Executive Officer;
- (c) in order for the employee to be eligible for promotion or transfer to a job classification with different physical or mental requirements than the employee's present job classification;
- (d) in order to be eligible for hiring or rehiring; or
- (e) for any other job-related reason.

The Court will provide written notification of the need for the "Fitness for Duty" examination to the employee or prospective employee. The Court Executive Officer will make arrangements for the examination with a licensed healthcare provider and will advise the employee or prospective employee of the name, address, telephone number and the date and time of the appointment. Failure of an employee to keep a scheduled appointment or to cooperate with the healthcare provider may result in disciplinary action, up to and including dismissal. Failure of a prospective

employee to keep a scheduled appointment or to cooperate with the healthcare provider may result in the prospective employee being eliminated from further consideration of employment with the Court.

12.6 State Disability Insurance Benefits

The Court shall continue to participate under the State Disability Insurance (SDI) program. Employees eligible for disability insurance benefits must integrate accrued PTO with the SDI benefits, except where the employee is on protected leave under FMLA, CFRA, PDL, or ADA accommodation leave.

Integration means that employees will be required to use PTO accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. Except in cases of protected leave as noted in the preceding paragraph, integration of PTO with SDI benefits is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees on SDI leave, the department will make appropriate integration adjustments, including retroactive adjustments if necessary.

12.7 Long Term Disability (LTD) Leave of Absence

An eligible employee who files a LTD claim and concurrently takes a leave of absence for same without pay may at the Court's discretion be required to use his/her accrued PTO during said leave of absence.

12.8 Miscellaneous Leaves

12.8.1 Military Leave of Absence

The Court will grant employees a military leave of absence to the extent required by law.

12.8.2 Jury/Witness Duty

The Court will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The Court will also provide employees with time off to (1) appear in court or other judicial proceeding as a witness to comply with a valid subpoena or other court order or (2) obtain any relief, including a temporary restraining order, to help ensure the health, safety, or welfare of a domestic violence victim or child.

Employees will receive their regular pay for the working hours lost while on jury duty and while serving as a non-party witness in response to a subpoena, provided that any payment received for service is given to the Court.

This policy does not apply to employees who elect to serve as expert witnesses. If an employee elects to do so, accrued PTO or compensatory time must be used. Depending on the nature of the expert testimony prior written consent of the Executive Officer may be required.

12.8.3 Bereavement Leave

This paid leave of absence will be granted to any regular employee who requires time off due to the death of a member of their immediate family. All regular full and part-time

employees will be granted up to five (5) days paid time off per fiscal year. For purposes of this section, immediate family shall include:

- father, father-in-law
- mother, mother-in-law
- spouse (includes husband and wife)

- brother, sister
- brother-in-law, sister-in-law
- stepparent
- child, stepchild, foster child
- grandparent, great-grandparent
- grandchild, great-grandchild
- niece, nephew
- registered domestic partner and the following relatives of an employee's registered domestic partner: children, grandchild, great-grandchild
- any minor dependent or any relative living with the employee at the time of death

The definition of "immediate family" shall include the aunt and uncle of the employee only.

Requests for leaves for the death of any other person or for leaves of longer duration, will be considered on a case-by-case basis and require the approval of the Court Executive Officer. Any employee, with approval, may use available paid leave for additional time off.

Upon separation, employees will not be paid for unused bereavement time.

12.8.4 Time Off to Vote

Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

12.8.5 Service Award Day Off

To recognize employee loyalty and service to the Court, beginning on the employee's 10th anniversary of continuous service with the Court, employees shall receive one (1) Service Award Day Off upon each five-year service anniversary.

12.8.6 Personal Leave Without Pay

Effective upon the date of ratification of this agreement, a regular full-time or part-time employee may be granted a personal leave of absence without pay of up to one (1) year, upon written request, subject to approval of the Court Executive Officer, whose decision shall be final. An employee whose request for such leave is granted shall not lose his/her seniority or benefits accrued prior to said leave. When an employee is on an authorized personal leave of absence without pay, the employee shall be allowed – at the employee's expense - to remain under the Court's health plan for the duration of the employee's approved personal leave of absence, but in no event for more than one year.

12.8.7 Catastrophic Leave Program

Eligibility for Donations

To receive Catastrophic Leave Donations, an employee must have a catastrophic medical condition themselves or a member of their immediate family which will require the employee to be on unpaid leave for at least two (2) weeks. Conditions which are short-term in nature, such as a cold, flu, or minor injuries, are not generally deemed catastrophic.

A Court employee becomes eligible to receive catastrophic leave donations when both of the following two conditions occur:

1. The employee has exhausted, or will soon exhaust all their accrued leave, as a result of a verifiable long-term illness or injury suffered by either the employee or an immediate family member. For purposes of catastrophic leave, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, grandparent, grandchild or legal guardian.
2. The employee has received approval for an unpaid leave of absence from his/her manager or designee.

The employee must submit to Human Resources a written request for donation accompanied by a medical statement from the employee's or family member's physician. The attending physician's statement must verify the employee's need for an extended medical leave and must include an estimated time the employee will be unable to work.

Donations may be made in whole hour increments from a minimum of two (2) hours to a maximum of forty (40) hours per donor in each payroll period. Once donated to an individual, donated leave cannot be reclaimed by the donor. Donated leave shall have no cash out value.

12.9 Holidays

The Court shall observe the following holidays in accordance with the Government Code and the Rules of the Court.

New Year's Day
Martin Luther King Jr.'s Birthday
Lincoln's Birthday
President's Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

All regular full and part-time employees will receive their regular rate of pay for holidays

observed by the Court.

12.9.1 Floating Holidays

If the Union ratifies terms and conditions for a successor MOU on or before February 5, 2016, actively employed bargaining unit members shall be credited with two floating holidays, pro-rated for part-time employees for FY 2015-2016 and two additional floating holidays for FY 2016-2017.

Floating Holidays must be used on or before December 31st, respectively. These Floating Holidays will be processed and credited on the first full pay period following Union ratification of the MOU.

These Floating Holidays may not be “cashed out”.

13. CalPERS Retirement

Unit employees shall be covered by the California Public Employees’ Retirement System (PERS) retirement program benefits. These benefits will be offered to Court employees through the County of Amador. For employees hired prior to 06/01/2011, retirement benefits are calculated under the 2% at age 55 formula and the average monthly pay rate for the 12 highest paid consecutive months. For employees hired after 06/01/2011, retirement benefits are calculated under the 2% at age 60 formula and the average monthly pay rate for the 36 highest paid consecutive months. For employees hired on or after 01/01/13 who qualify as “new members” as defined under the Public Employees’ Pension Reform Act of 2013 (PEPRA), retirement benefits are calculated under the 2% at age 62 formula and the average monthly pay rate for the 36 highest paid consecutive months.

13.1 CalPERS Contributions

Employees hired before January 1, 2013 shall pay seven percent (7%) for their employee share of the CalPERS retirement contribution. Employees hired on or after January 1, 2013 who qualify as “new members” as defined under the Public Employees/ Pension Reform Act of 2013 (“PEPRA”) shall pay their share of the CalPERS contribution in an amount determined by CalPERS.

14. Continuing Education

The Court will make available to its employees continuing education on the subjects of, but not limited to, sexual harassment awareness, discrimination and bias, and safety. Attendance at specified Court educational programs may be mandatory. Failure to attend mandatory educational programs is cause for disciplinary action, up to and including termination of employment.

Continuing education that is approved by the Court for the purpose of meeting the requirements of CRC 10.47(c)(2) shall be paid by the employer.

Membership fees in the California Courts Association shall be paid by the employer if funds are available.

15. Grievance Procedure

15.1 Open Communication Policy

The Court encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor in an effort to resolve issues at the lowest possible level. Although the Court cannot guarantee that in each instance the employee will be satisfied with the result, the Court will attempt in each instance to explain the result to the employee if the employee is not satisfied.

The Court believes that employee concerns are best addressed through this type of informal and open communication. Because no solution is possible without candid discussion, employees are encouraged to speak openly with their supervisor or other management employees, and are assured that they may use the Court's open door policy without fear of reprisal.

In the event that an employee issue or concern is not resolved following a discussion with the employee's supervisor, then a represented employee may file a grievance or seek guidance from the Union on the Grievance filing process without fear of reprisal by Court Administration or by other unit members.

15.2 Grievance Procedures

15.2.1 Statement of Policy

For those issues and concerns that are not resolved through open communications between the employee and management, these procedures are designed to allow employees to voice concerns, to have them addressed fairly by the Court and to have them resolved at the lowest level possible.

Each party involved in a grievance should adhere to the applicable time lines so that the matter can be resolved as promptly as possible. Every effort should be made to complete the action within the limits specified in the grievance procedures. The parties may extend the time limitations for any step through mutual written consent.

The parties have agreed upon this grievance procedure in order to ensure swift resolution of all grievances. Steps are skipped only with the express, prior approval of both parties, unless specified in this section.

15.2.2 Definitions

A grievance is an alleged violation, misinterpretation, inequitable application or non-compliance with the express provisions of this MOU and can be processed through Step 3. The grievance process shall not be used to review Court disciplinary actions or performance evaluations.

A grievance alleging a violation, misinterpretation, inequitable application or non-compliance with a written Court rule or policy not covered by this MOU can only be processed through Step 2 and the decision of the Court Executive Officer is final and binding.

15.2.3 Grievance Procedures

Step One. Whenever an employee believes that he or she has a grievance as defined above, the employee should bring the matter to the attention of his or her supervisor. If the supervisor or another management employee is the subject of the grievance then the written grievance shall be filed at Step 2. Step 1 grievances should be addressed as soon as possible but not later than fifteen (15) working days after the act or event or the grievant obtained knowledge of the act or event that is the basis of the grievance. It is the responsibility of the supervisor to investigate the matter, attempt to resolve it, and communicate a decision to the employee within ten (10) working days. Every Court employee is required to participate in the investigation process, as directed. This includes truthfully disclosing facts and maintaining confidentiality.

Step Two. If the matter is not resolved to the satisfaction of the employee at Step 1, the employee may appeal the supervisor's decision to the Court Executive Officer or designee in writing. The written grievance must be filed within ten (10) working days of the supervisor's decision or within thirty (30) working days of the act or event that is the basis of the grievance or complaint, unless the parties have agreed in writing to extend the timeline. The written grievance must state: 1.) the specific MOU section, the policy, ordinance, law, resolution, procedure, regulation, practice, rule or agreement which is alleged to have been violated; 2.) the statement of facts comprising the violation; 3.) the requested remedy.

The Court Executive Officer or designee will review the written grievance and investigate the matter if appropriate and render a decision. The decision will be in writing and will be given to the employee within thirty (30) working days after the written grievance was submitted to the Court Executive Officer.

Step Three. If the employee is not satisfied with the decision of the Court Executive Officer, the employee may appeal the grievance. The appeal must be filed with the Court Executive Officer within fifteen (15) calendar days of the employee's receipt of the Court Executive Officer's decision or from the date that such decision was due.

The appeal will be heard by an impartial hearing officer. If the parties are unable to select the hearing officer by mutual agreement, one shall be selected from a list of seven (7) names submitted by the State Mediation and Conciliation Service. The parties shall alternately strike names from the list until one name remains, unless they agree otherwise. The hearing officer shall schedule a hearing within thirty (30) days of his or her selection, conduct the hearing and render a decision within thirty (30) days after the hearing. The decision of the hearing officer shall be final and binding on the parties. The Court and the Union will each be responsible for one-half of the hearing officer's fee.

15.2.4 Settlement

At any time the employee and the Court may settle a grievance on such terms as are mutually agreeable. If mutually agreed, the parties may mediate a grievance or complaint and mediation may occur at any time prior to final resolution of the matter pursuant to the procedure set forth above. Settlement shall terminate the process.

16. Conflict of Interest and Confidential Information

16.1 Conflict of Interest

Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the interests of the Court.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative because of Court business dealings. For the purposes of this policy a relative is defined to include the employee's spouse, children, parents, siblings, grandparents, aunts, uncles, nieces, and nephews, who have this relationship with the employee either by blood or marriage, as well as someone who enjoys a close personal relationship with the employee.

Any questions regarding a possible conflict of interest or outside work should be discussed with the immediate supervisor or Personnel.

Supervisors shall periodically distribute Conflict of Interest Statements to all employees who have purchasing signature authority or who influence the selection or purchase of goods and services used by the Court. Supervisors are responsible for seeing that the statements are completed and returned to Personnel in a timely manner.

16.2 Confidential Information

Employees are expected to keep confidential information secure from the public and from all persons who do not have a right to see or use such information. Employment information, sealed files, and any other Court information designated confidential are examples of confidential information.

Employees must not use or disclose any confidential information that they produce or obtain during employment, except as required by their jobs. This obligation remains even after the employment relationship with the Court ends.

Employees shall not release any Court administrative or business information to the public or to any newspaper or media representative without permission from the Court Executive Officer.

Employees are required to sign a confidentiality agreement as a condition of employment.

16.3 Interest in a Case

Employees shall not process, handle, or in any manner be involved with any case filed in the Court in which the employee is a party or a witness. Employees shall not process, handle, or in any manner be involved with any case filed in the Court in which a relative or friend of the employee is a party, alleged victim, or witness.

If an employee is a party to a case filed in the Court, the employee shall not use work time to address any matter relating to that case. If time off is needed to address any matter relating to the case, the employee must use the accrued leave in accordance with these policies. If an employee

is a party or witness in a case filed in the Court, or has a relative or friend whose case is filed in the Court, the employee should inform the supervisor of the division where the case is being processed.

17. Solicitation, Distribution and Bulletin Boards

In an effort to assure a productive and harmonious work environment, persons not employed by the Court may not solicit or distribute literature in the workplace at any time for any purpose.

The Court recognizes that employees have outside interests in events and organizations. However, employees may not solicit during working time or distribute literature concerning these activities during working time or in work areas. For the purposes of this policy, working time does not include lunch periods, breaks, or the time before and after work. Work areas do not include the employee lounge.

The Court has bulletin boards located throughout the office for the purpose of communication with its employees. Postings on these boards is limited to Court related materials including statutory and legal notices, safety, disciplinary rules, Court policies, memos of general interest relating to the Court, and other items. The posting of non-Court related written notices on Court bulletin boards is restricted. If an employee has a message of interest to other Court employees, it should be submitted to the Court Executive Officer for approval and posting.

Notwithstanding any other provision of these policies, the employees recognized bargaining representative may maintain a bulletin board at a location specified by the Court Executive Officer for official business.

18. Employee Discipline

18.1 Discipline Rules and Policies

18.1.1 Statement of Policy

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

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

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

18.1.2 Grounds for Discipline

Employees may be disciplined for poor job performance, unsatisfactory work quality, inappropriate conduct, excessive absenteeism or tardiness, failure to follow Court procedures, failure to follow safety regulations, or violation of any Court policy.

18.1.3 Disciplinary Actions

Types of disciplinary action include the following:

- (a) Verbal Counseling: An oral discussion with a supervisor concerning expected performance and conduct and workplace behavior.
- (b) Verbal Warning: An oral admonition about inappropriate conduct or unsatisfactory performance either with or without an oral explanation of expected performance and conduct and workplace behavior.
- (c) Written Warning: The supervisor may give the employee a written warning about inappropriate conduct or unsatisfactory performance. If the circumstances that led to the written warning are not resolved within a reasonable time, the supervisor may take other disciplinary action. A copy of the written warning will be placed in the employee's personnel file. The employee has the right to attach a written rebuttal to the written warning.

An employee may petition the Court Executive Officer to remove a written warning from the employee's personnel file twelve (12) months after the effective date of discipline if no subsequent disciplinary action is imposed by the Court within that time period.

- (d) Suspension Without Pay: For circumstances that warrant discipline more severe than a written reprimand, an employee may be suspended without pay. No due process rights attach to a suspension of five working days or less. The employee's supervisor, with the approval of the Court Executive Officer, may impose such a suspension.

A suspension without pay for more than five working days is subject to the employee's due process rights as described in Sections 20.1.5 and following. Such a suspension may only be imposed with the authorization of the Court Executive Officer.

- (e) Demotion: A demotion is a reduction in or loss of seniority or a reassignment or transfer to a position that results in a loss in or reduction of compensation. A demotion may be ordered by the Court Executive Officer under circumstances that warrant discipline other than a written reprimand or suspension. A demotion is subject to the employee's due process rights as set forth in Sections 20.1.5 and following.
- (f) Dismissal: Upon authorization of the Court Executive Officer, an employee may be terminated and dismissed from the Court's employment. Dismissal is subject to the employee's due process rights as set forth in Sections 20.1.5 and following.

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

18.1.3.1 Right to Union Representation – Weingarten Rights

Employees have the right to exercise their Weingarten rights in connection with investigatory interviews that may lead to disciplinary action.

18.1.4 Administrative Leave

Under appropriate circumstances as determined by the Court, an employee may be placed upon administrative leave, with pay. Administrative leave is not disciplinary and, by itself, carries no disciplinary stigma. Administrative leave is not subject to due process rights. The terms and conditions of administrative leave shall be determined on a case-by-case basis by the Court. Examples of when an employee might be placed on paid administrative leave include but are not limited to situations where an employee is placed on such leave to ensure the employee's safety and/or the safety of other employees; to protect Court files and records pending an investigation; and so forth.

18.1.5 Notice of Proposed Disciplinary Action

If the Court is considering disciplinary action against an employee more severe than a suspension without pay for five working days or less, the employee shall be given written notice of the proposed disciplinary action. The notice shall include a description of the proposed discipline, the date it is intended to become effective, a description of the facts and circumstances upon which the proposed discipline is based, and a statement informing the employee of his or her right to respond either orally or in writing to the charge by a specified date. If the proposed discipline is based, in whole or in part, on written materials or documents, the notice shall either provide the employee with copies of the materials or documents or, in the alternative, inform the employee of when and where they may be reviewed.

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

If the employee does respond to the notice within the time specified, the Court shall consider the employee's response and all information relevant to the circumstances. The Court shall thereafter issue a written determination on the notice of proposed disciplinary action. If the determination recommends the implementation of discipline more severe than a suspension without pay for more than five working days, the employee shall have the right to request an evidentiary due process hearing within five working days of the date that the court issues its written determination.

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

18.1.6 Due Process Evidentiary Hearing

If an employee timely requests a hearing on the Court's determination to impose discipline more severe than a suspension without pay for more than five working days, a hearing will be held by an impartial hearing officer. The parties may mutually agree to an impartial hearing officer. If the parties are unable to mutually select an impartial hearing officer, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service. The parties shall alternately strike names

from the list until one name remains, unless they agree otherwise.

18.1.7 Review and Appeal

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

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

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

- (a) The recommendation places an employee or the public at an unacceptable risk of physical harm.
- (b) The recommendation requires an act contrary to law.
- (c) The recommendation obstructs the Court from performing its constitutional or statutory function.
- (d) The recommendation disagrees with the Court's penalty determination, but the hearing officer has not identified material, substantial evidence in the record that provides the basis for that disagreement.
- (e) The recommendation is contrary to past practices in similar situations presented to the hearing officer that the hearing officer has failed to consider or distinguish.
- (f) The recommendation exposes the trial court to present or future legal liability other than the financial liability of the actual remedy proposed by the hearing officer.

18.1.8 Judicial Review

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

19. Separation From Employment

19.1 Voluntary Separation

The Court will consider an employee to have voluntarily terminated employment if any of the following occur:

- a) elects to resign from the Court;

- b) fails to return from an approved leave of absence on the date specified by the Court; or
- c) fails to report for work without notice to the Court for three consecutive days.

19.2 Separation Due to Reduction in Force

19.2.1 Definition and Notice of Layoffs

Occasionally, the Court may need to terminate an employee due to a reduction in force necessitated by reorganization, job elimination, economic downturns, or lack of work. Should the Court consider such terminations necessary, the Court will attempt to provide all affected employees, and the union, with as much advance written notice as possible, but under no circumstances less than thirty (30) days, except in an emergency situation, in which case the Court Executive Officer may authorize a shorter period of advance notice.

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

19.2.2 Order of Layoff

19.2.2.1 Precedence by Employment Status

The Court shall determine whether a layoff will occur on a court-wide basis or in one or more divisions and/or classifications. Once the scope of the layoff is determined, the order of layoff among workers shall be according to the following categories, in the order listed:

1. Extra-Help;
2. Temporary employees;
3. Provisional or Limited-Term employees;
4. Probationary employees: among probationary employees, order of layoff shall be by reverse order of seniority as determined by total continuous Court service, not continuous time in that probationary period. Promotional probationary employees who have achieved regular status in a prior position shall be considered regular employees for purposes of this section;
5. Regular employees.

19.2.2.2 Seniority

Layoffs shall be by job class within the Court according to reverse order of seniority.

For purposes of this Article, "seniority" is determined on the basis of an employee's total continuous service with the Court, but shall not include time spent on unpaid leaves of absence (except where otherwise required by law).

In the event of a tie in seniority, length of service in the employees' current classifications shall determine which employee has more seniority.

The following provisions shall apply in computing total continuous service:

1. Time spent on military leave shall count as Court service;

2. Periods of time during which a worker is required to be absent from his/her position by reason of an injury or illness for which he/she is currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's seniority rights;
3. Time worked in an extra-help status shall *not* count as Court service;
4. Time worked in a probationary, provisional or temporary status shall count as Court service;
5. Part-time status shall count at the rate of one year of continuous employment for each 2,080 straight-time hours worked.

19.2.3 Bumping and Recall

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.

If an employee does not have seniority rights within the classification series, then the employee may elect to "bump" to a position previously held, provided they have seniority rights and currently meet the position qualifications.

No employee shall be allowed to "bump" to a class for which they do not possess the minimum qualifications.

An employee whose position must be laid off and who requests a voluntary reduction or lay off rather than cause some less senior employee to be laid off is entitled to have their name placed on the re-employment list.

Employees bumping to a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be above that received in the class from which the employee was laid off.

Recall:

Employees who are laid off shall have their names placed on a "recall" list in order of seniority. The recall list shall be in effect for fourteen (14) months following the layoff. During that period of time, any job openings in the bargaining unit will first be offered to those laid off employees on the recall list who have the requisite qualifications for the opening before the Court offers the job to persons not on the recall list.

Laid off employees who are offered a job pursuant to the recall list shall have five (5) working days from the date of the recall notice to accept or reject the job, and must report to work not more than fourteen (14) calendar days after the date of the recall notice. Recall notices shall be posted to the last known address of the laid off employee. It shall be the responsibility of the laid off employee to update the Court on any change in contact information.

Employees on the recall list may request, in writing, to be considered for temporary or limited-term assignments that become available during the period the recall list is in effect.

19.3 Release from the Probationary Period

An employee may be involuntarily separated because the employee is not qualified for, or has not adapted to, the type of work assigned and no other assignment is available. Release during the probationary period may be with or without cause and requires no advance notice. No due process rights attach to a release during the probationary period.

This Section shall apply for all newly hired employees on their probationary period. Promoted employees on the probationary period for their promoted position shall refer to Section 6.3.2.1- Promoted Employee Fallback Rights.

19.4 Involuntary Termination

Involuntary termination of an employee shall be effective on the date specified in the notice of proposed disciplinary action, when the employee does not request a due process evidentiary hearing. When the employee does request a due process evidentiary hearing, the date of termination shall be the date specified in the final decision or such other date as determined by the Court and employee.

19.5 Payment Upon Resignation or Termination

When an employee resigns or is terminated, the employee's final wages shall be paid within the time periods and in the manner set forth in Labor Code Section 201 or 202, as amended, depending on whether the employee is terminated (Section 101) or resigns (Section 202).

20. Labor/Management Committee

The Union and the Court agree to establish a Labor/Management Committee for the purpose of addressing issues relating to Court working conditions that are identified by either party. While the Committee will attempt to resolve workplace issues and concerns, the Committee is advisory in nature. Actions taken as a result of Committee advisories will be at the discretion of the Court Executive Officer, or his or her designated representative.

The Committee will be comprised of two staff from the General Unit and two management staff. The participating General Unit staff will be selected as representatives by their peers. Participating management staff will be selected by the Court Executive Officer. Participation will be on paid time.

The Committee shall meet at the request of either the designated labor or management members, not more frequently than once per calendar quarter. However, with mutual consent, the Committee may meet more often in order to address immediate needs or concerns. Agenda items should be presented to the group at least one week in advance when feasible, so that members may prepare to more effectively address the issues presented. However, this does not preclude other issues from being discussed.

The Committee may also make recommendations to the Court Executive Officer, or his or her designated representative, for consideration.

The initial Labor/Management Committee meeting shall be convened no later than 30 days following the date of ratification of this MOU.

21. Funding Contingency

The Court's ability to meet the monetary obligations of this MOU is contingent on receipt of funding from the Administrative Office of the Courts. If the necessary funding is not approved or appropriated, the parties shall meet and confer to determine the impact, and then expeditiously seek to resolve related issues in a way that attempts to mitigate harm to service, program and employee interests.

22. No Strike or Lockout

There shall be no strike, shutdown, "sick-out" or other form of work stoppage by the Union or its members and no lockout by the Court during the term of this MOU.

23. Whole Agreement

This MOU concludes all negotiations required by the Trial Court Employment Protection and Governance Act and sets forth the full and final understanding of the parties regarding all matters on which the parties are required to meet and confer. Any other agreements between the parties are hereby revoked and terminated.

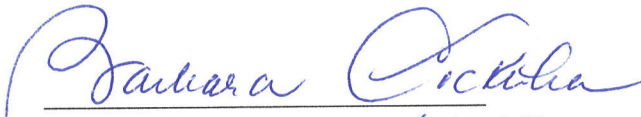
No subsequent agreement or modification of any of the terms or provisions contained in this MOU shall be binding unless it is made and executed, in writing, by both parties.

24. Severability

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

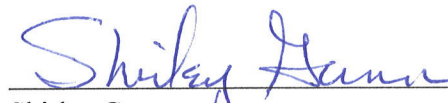
In WITNESS WHEREOF, the Court and the Union hereunto affix their signatures this 10th
day of May 2016.


FOR AMADOR COURT

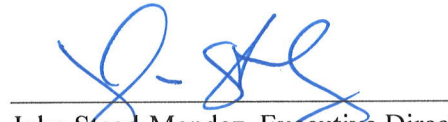

Barbara Cockerham, Court Executive Officer


M. Fran Buchanan, Court Negotiator

FOR SEIU LOCAL 1012


Shirley Gunn


Carol Ryan


John Stead-Mendez, Executive Director


Ann Schuyler, Field Representative

APPENDIX A
WAGES AND CLASSIFICATION SCHEDULES

Effective October 1, 2015 – 2% Increase

CLASSIFICATIONS	A	B	C	D	E	F
Senior Court Reporter	27.98	29.38	30.85	32.39	34.01	35.71
Court Reporter	26.65	27.98	29.38	30.85	32.39	34.01
Senior Collection Specialist	22.61	23.74	24.93	26.17	27.48	28.86
Court Collection Specialist	15.49	16.26	17.08	17.93	18.83	19.77
Court Clerk IV	22.17	23.28	24.45	25.65	26.93	28.28
Court Clerk III	19.27	20.23	21.24	22.30	23.42	24.59
Court Clerk II	16.77	17.61	18.48	19.42	20.39	21.41
Court Clerk I	14.58	15.31	16.07	16.88	17.72	18.61
Court Custodian	15.71	16.50	17.32	18.19	19.10	20.05

Effective October 1, 2016 – 3% Increase

CLASSIFICATIONS	A	B	C	D	E	F
Senior Court Reporter	28.82	30.26	31.77	33.36	35.03	36.78
Court Reporter	27.45	28.82	30.26	31.78	33.37	35.03
Senior Collection Specialist	23.29	24.45	25.68	26.96	28.31	29.72
Court Collection Specialist	15.95	16.75	17.59	18.47	19.39	20.36
Court Clerk IV	22.84	23.98	25.18	26.42	27.74	29.13
Court Clerk III	19.85	20.84	21.88	22.97	24.12	25.33
Court Clerk I	17.27	18.14	19.03	20.00	21.00	22.05
Court Clerk I	15.02	15.77	16.56	17.38	18.25	19.17
Court Custodian	16.18	16.99	17.84	18.73	19.67	20.65

Note: The Court Clerk I/II is a flexible staffed classification. Based on twenty-four (24) months in the Court Clerk I classification or with equivalent training and achieving a minimum overall "Meets Expectation Standards" rating on the employee's last annual evaluation, the employee will be promoted to the Court Clerk II classification.

APPENDIX B

AOC TRAVEL RATE GUIDELINES

The AOC's policy and limits on reimbursable travel-related expenses are listed below. To be eligible for lodging and/or meal reimbursement, expenses must be incurred in excess of 25 miles from headquarters.

Lodging – Receipts are required and each day of lodging claimed must be listed separately on the reimbursement claim form. Maximum rates are listed below. Exceptions may be considered on a case-by-case basis, and for centrally booked conferences or meetings.

1. In-state - Actual costs are reimbursable up to a maximum of \$110 per day, plus applicable tax if not waived by lodging establishment, with the following exceptions:
 - a. Within the counties of Alameda, San Mateo, and Santa Clara, the maximum rate is \$140;
 - b. County of San Francisco, the maximum rate is \$150;
 - c. Counties of Monterey and San Diego, \$125;
 - d. Counties of Los Angeles, Orange, and Ventura, \$120
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

Meals – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast – Up to \$8.
2. Lunch – Up to \$12.
3. Dinner – Up to \$20.

Meal reimbursement for one-day trips is taxable and reportable income unless travel included an overnight stay. For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.
Lunch may not be claimed on trips of less than 24 hours.

In accordance with agency policy, judges, commissioners, and those non-represented personnel who earn more than \$100,000 per year are not reimbursed for travel-related lunch meal expenses, effective October 1, 2003.

Incidental Expenses – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

Transportation – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
2. Mileage – Personal vehicle mileage is reimbursable at the federal mileage reimbursement rate established by the Internal Revenue Service.

Other Business Expenses – Actual cost is reimbursable. Receipts are required for all other business expenses, regardless of the amount claimed.

In the event receipts cannot be obtained or have been lost, a statement to that effect and the reason provided shall be noted in the expense account. In the absence of a satisfactory explanation, the amount involved shall not be allowed. Further, a statement explaining that a receipt has been lost shall not be accepted for lodging, airfare, rental car, or business expenses.

Receipts for telephone or telegraph charges related to court business of \$2.50 or less are not required. However, claims for phone calls must include the place and party called and the business purpose of the call.

APPENDIX C

Court Injury and Illness Prevention Program (IIPP)

Statement of Policy

It is the policy of the Court to establish and maintain a safe work environment. This responsibility is shared with all employees of the Court. Although it is not possible to eliminate all safety hazards, the Court will take all reasonable steps to ensure a safe environment and compliance with federal, state, and local safety regulations.

The parties acknowledge the Administrative Office of the Courts (AOC) owns the courthouse building and is responsible for its maintenance and repair. The AOC has a duty to provide suitable and necessary facilities to the Court. (Government Code Section 70311.) The Court does not have the statutory authority, and does not receive funding, for the maintenance or repair of the courthouse building. If potential safety hazards are caused or related to the physical condition of the courthouse building, the Court will provide written notice of the hazard to the AOC and request that the hazard be eliminated through corrective action. The Court will provide the Union with copies of any requests for corrective action sent to the AOC and will take reasonable steps to follow-up on any request made to the AOC.

The Court will develop and implement a Court IIPP. The IIPP will include a training component that will address, at a minimum, (1) evacuation procedures in the event of an emergency such as a fire and (2) workplace violence issues. The Court agrees to conduct at least one fire drill every calendar year.

Identifying Workplace Hazards

Periodic inspections to identify and evaluate workplace hazards shall be performed by the Court Executive Officer or designee in the Courthouse and other Court facilities.

Periodic inspections are performed according to the following schedule:

- 1) At the establishment of the IIP Program;
- 2) When new processes, procedures or equipment, which present potential new hazards, are introduced into the Court;
- 3) When new, previously unidentified hazards are recognized;
- 4) When occupational injuries and illnesses occur; and
- 5) Whenever workplace conditions warrant an inspection.

Correcting Workplace Hazards

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

- 1) When observed or discovered; and
- 2) When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, the Court will remove all exposed workers from the area except those necessary to correct the existing condition. Workers who are required to correct the hazardous condition shall be provided with the necessary protection.

Indoor Air Quality

The Court will comply with all CAL/OSHA and Fed/OSHA indoor air quality standards and all other applicable law.

SUPERIOR COURT of the COUNTY OF AMADOR

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

SIDE LETTER OF AGREEMENT

MEDICAL PLAN OPTIONS – MOU RE-OPENER

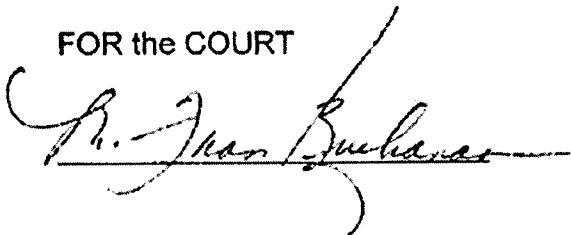
The parties agree to reopen Section 8 of the MOU starting between September 1, 2016 and October 1, 2016 for the purpose of exploring and evaluating health plan options, providers and or cost-sharing strategies that could result in providing more affordable medical care for employees.

The Court and the Union shall each designate no more than two representatives, not including the Union Worksite Representative, to serve on a health plan options task force. The group shall provide research and findings to support any recommendation(s) to pursue other options. The findings and recommendation(s) shall be presented to the Court CEO no later than sixty (60) days after the task force has commenced work.

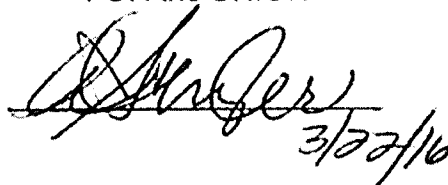
If the parties agree to changes in Section 8, such changes shall be incorporated into a Side Letter of Agreement.

DATED 29 January 2016

FOR the COURT


R. Juan Buchanan

FOR the UNION


3/27/16

SUPERIOR COURT of the COUNTY OF AMADOR

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

SIDE LETTER OF AGREEMENT

Court Clerk I/II - Establish Flexibly Staffed Classification

Effective as soon as possible, but not later than sixty (60) days following Union ratification of this MOU, the Court shall restructure the Court Clerk Series. The Court Clerk I and Court Clerk II classifications shall be consolidated into a flexibly staffed classification. The Court Clerk III and Court Clerk IV classifications shall remain unchanged, and shall be filled through an open competitive bidding process.

The Minimum Qualifications and other employment factors for the affected classifications shall be described in revised position descriptions.

No incumbents in the classifications Clerk I and Clerk II shall experience either a loss of wages or other benefits as a result of this change.

The new flexibly staffed classification will result in the following changes:

- The Clerk I and Clerk II positions will be abolished as separate classifications
- A new Clerk I/II flexibly staffed classification will be established
- The new flexibly staffed position will afford progression from Clerk I to Clerk II based on twenty-four (24) months' Clerk I experience and achieving at a minimum overall 'Meets Standards' performance rating on the employee's last annual evaluation.

DATED

29 January 2016

FOR the COURT

Mr. Fran Buchanan

FOR the UNION

[Signature]

SUPERIOR COURT of the COUNTY OF AMADOR

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021

SIDE LETTER OF AGREEMENT

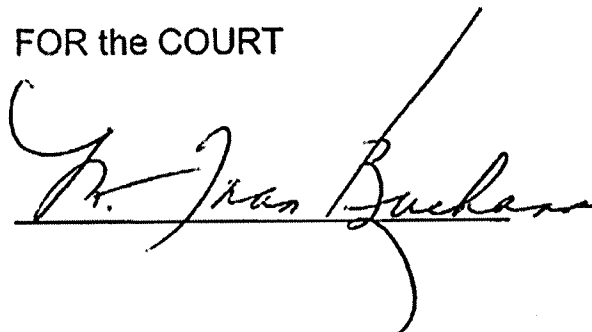
COURT PERSONNEL POLICIES & PROCEDURES CONTAINED IN 2001 PERSONNEL MANUAL

Within ninety (90) days of ratification of this MOU, upon request, the Court will meet with the Union to discuss and prioritize policies and procedures that no longer accurately reflect either current Court policies and practices or applicable rules and statutes.

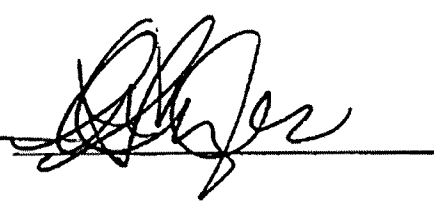
The Union shall designate one bargaining unit member who, along with the Union Worksite Representative, shall serve as the Union's team for the purpose of these discussions. The Court shall designate no more than two representatives to serve as the Court's team for these discussions. The Union shall provide a list of their priority policies and procedures to be revised with recommended changes and the parties shall commit 30 to 60 days per policy/procedure to effect revisions in the priority order presented.

DATED 29 January 2016

FOR the COURT

Handwritten signature of P. Fran Buchanan in black ink, written over a horizontal line.

FOR the UNION

Handwritten signature in black ink, written over a horizontal line.