

Memorandum of Understanding

Between

SUPERIOR COURT OF CALIFORNIA
COUNTY OF KINGS

and

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 521

January 1, 2020 – December 31, 2021

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ARTICLE 1 - PREAMBLE

Representatives of the Superior Court of California, County of Kings, herein referred to as the "Court" and representatives of the Service Employees International Union, Local 521, herein referred to as the "Union" have met and conferred in good faith and have mutually agreed as a result of that process to recommend to the Court Executive Officer, and the Court employee members of the Union adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 - RECOGNITION

The Court hereby confirms recognition of S.E.I.U., Local 521, as the exclusive representative for all employees in the bargaining unit consisting of all full-time and regular part-time employees of the Court, excluding judges, commissioners, executive officers, management personnel, confidential employees, extra-help employees, independent contractors, and interns.

ARTICLE 3 - PAYROLL DEDUCTION

- (a) The Court shall deduct from the pay of each employee in a position subject to this MOU, Union dues and/or voluntary contributions to the Union's Committee On Political Education (COPE) as authorized by the employee. The Court shall honor the terms of the employee's authorization towards Union dues and/or voluntary contributions. For example, any terms of a membership and/or voluntary political deductions per the authorization card the Union has supplied the employee. The employee may only revoke the authorization pursuant to the terms of the authorization the employee signed.
- (b) Deductions for dues and/or voluntary contributions to COPE shall start the first full pay period after the Court receives notification of the authorization. The Court shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) business days after the deduction from the employee's earnings occur.
- (c) Requests to authorize dues and/or COPE voluntary contributions shall be directed to the Union rather than the Court. Requests to revoke or change the authorization shall also be directed to the Union rather than the Court. The Court shall rely on the Union's explanation in a certified list, submitted by a representative of the Union who has the authority to bind the Union, regarding

whether authorization/revocation/change in deductions has been requested by the employee.

(d) The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

(e) The Union shall indemnify and hold harmless, the Court, Judges, and any representatives of the Court, individually and collectively, from any legal costs and/or damages arising from claims, demands, or liability by reason of litigation arising from this Article. The Union agrees to pay all legal fees and legal costs incurred by the Court, Judges or any other Court representatives in defending against any Court or administrative action challenging the legality or constitutionality of the provision of this Article or its implementation.

(f) Violations of this Section of the MOU are grievable.

ARTICLE 4 – FULL UNDERSTANDING

The Union and the Court agree that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

ARTICLE 5 - CURRENT CHANGES IN TERMS AND CONDITIONS

It is understood and the parties agree that the only changes in terms and conditions of employment intended at this time are those specifically provided herein.

ARTICLE 6 - FUTURE CHANGES IN TERMS AND CONDITIONS

It is understood and the parties agree, that for the term of this Agreement, changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties. Changes in other terms and conditions of employment may be accomplished otherwise as provided by law.

ARTICLE 7 - WAIVER OF APPEAL

It is understood and agreed that the waiver of appeal of any breach of any term or condition of employment by either Party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 8 - SAVINGS

If any article or section of this Agreement or any addition thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal the remainder of the Agreement shall not be affected thereby, and the parties shall immediately begin the "meet and confer" process for the purpose of arriving at a mutually satisfactory replacement for such invalid or restrained article or section.

ARTICLE 9 - ACCESS RULE

- A. Union representative(s) after obtaining a Court Visitor I.D. badge and escorted by Court Human Resources personnel or designee will be permitted to enter Court facilities at reasonable times to transact Union business and observe conditions under which employees are employed after notice to the Court Executive Officer at least one hour in advance of visits to such work locations. Representative(s) of the Union acknowledge that they are not to disrupt the work of Court employees in any fashion.
- B. Union representatives will have access to designated lunchroom areas or any other available spaces to meet with members at all court branch offices.
- C. The Union will be approved for Third Party Use of Court Facilities once a form is presented to the Court. With reasonable notice, the Union shall have access to the Jury Assembly Room when it is not otherwise occupied to conduct meetings outside of regular business hours no more than six (6) times annually. The Union will maintain proper housekeeping of the Jury Assembly Room during its use.

ARTICLE 10 – NEW EMPLOYEE ORIENTATION

Representatives of the Union may provide a 30-minute presentation at New Employee Orientation when new employees in a classification represented by the Union are in attendance. The Union agrees to give the Court copies of the materials to be used in this session, which shall include but are not limited to, the MOU, a Union membership application, and a list of shop stewards.

The Court shall make every effort to provide the Union with at least five (5) business days' notice of a newly hired represented employee. The Court will provide the Union a list of new hires with their name(s) and job titles expected to attend the orientation once the orientation date has been set. If circumstances prevent the Court from providing at least five (5) business days' notice of new represented employee orientation, the Court shall send notice in writing of those circumstances as soon as practicably possible, but no less than one (1) business day of the orientation. Members of management shall be absent from the room during any meetings conducted by the Union with the newly hired employees. The Court shall not discourage an employee's participation in the Union's portion of the orientation. The Court shall not deter or discourage employees or applicants from becoming or remaining members of the Union, or from authorizing the Union to represent them or from authorizing membership status/dues deduction.

When requested, the Court shall grant a designated Court employee Union representative release time, including reasonable time for travel and set up, without loss in compensation to conduct the orientation. The employee representative conducting the orientation shall notify his/her supervisor in advance that he/she will be participating in the Union Orientation Presentation.

In accordance with AB 119, the Court shall provide to the Union, within 30 business days of hire date, electronic notification of the name, job title, department, work location, work, home, and cell phone numbers, home address, and personal e-mail addresses of any newly hired employee in a classification represented by this unit, if authorized by the employee. The Court shall provide this information to the Union every 120 business days for represented employees. The Court shall not disclose the date/time/place of the new employee orientation to anyone other than employees, the exclusive bargaining representative, and any vendors who are contracted to provide a service at the new employee orientation.

ARTICLE 11 – STEWARDS RELEASE TIME

- A. The Court will allow the Union to designate no more than four (4) Shop Stewards who will be granted paid release time not to exceed a total of forty (40) hours each annually for the purpose of transacting official union business. Time to prepare and meet for grievances, appeals or disciplinary matters shall not be charged pursuant to this section. All such designated employees must notify their manager 24 hours prior to such meetings. All efforts will be made to reasonably release designated Shop Stewards so as not to impact any service provided to the public.
- B. The Court will allow the bargaining unit employees and Shop Stewards reasonable release time to prepare and meet for grievances, appeals, and meetings with management that may or may not warrant disciplinary actions. Such reasonable release time is to be scheduled with the Court Executive Officer for approval so that operations and services provided to the public are not interfered with or impacted.

ARTICLE 12 – NO STRIKE OR LOCKOUT

During this Memorandum of Understanding, the Union, its staff, elected officials, agents and members agree that they shall neither encourage nor engage in any strike, work stoppage, slowdown, sickout or other concerted refusal to work for or against the Court.

In the event of a violation of the Agreement, the Union agrees to contact the offending party, notify them that they are in violation of the Agreement and that their actions are not supported by the Union. The Union agrees to use whatever authority it may possess at the time to halt any such violation.

Union members who violate this policy shall be subject to discharge or other discipline by the Court without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited activity.

Any violation of the Agreement by any person not an employee of the Court, but acting as an agent or representative of the Union shall be grounds for the Court to withdraw the Union's payroll deduction privilege.

The Court shall not lockout employees.

ARTICLE 13 – MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, the Court has and retains the sole and exclusive rights and functions of management including, but not limited to, the following:

1. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
2. To manage all facilities and operations of the Court including the methods, means and personnel by which Court operations are to be conducted.
3. To determine the size and composition of the workforce.
4. To schedule working hours and assign work.
5. To establish, modify or change work schedules or standards.
6. To schedule the operation of and to determine the number and duration of shifts.
7. To transfer work from one job to another or from one Court facility to another.
8. To introduce new, improved or different methods of operation or to change existing methods.
9. To take such other and further action as may be necessary to organize and operate the Court in the most efficient and economical manner and in the best interest of the public it serves.
10. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
11. To determine policy and procedures affecting the selection or training of employees.
12. To establish, assess and implement employee performance standards including, but not limited to, quality and quantity standards, the assessment of employee performance and the procedures for said assessment.
13. To direct the working forces, including the right to hire, assign, promote, demote or transfer any employee.
14. To reprimand, suspend, discharge or otherwise discipline employees.

15. To lay off employees from duty for lack of work, lack of funds or any other reason.
16. To promulgate, modify and enforce work and safety rules and regulations.
17. To determine safety, health and property protection measures.
18. To determine the layout and the machinery, equipment or materials to be used.
19. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
20. To control and determine the use and location of Court property, material, machinery and/or equipment.
21. To determine the location of all facilities.
22. To establish, modify, determine or eliminate job classifications.

ARTICLE 14 – USE OF EMPLOYEE BENEFITS

No employee shall be discriminated against or disciplined for the legitimate use of any right, privilege or benefit.

ARTICLE 15(a) – GRIEVANCE PROCEDURE

The following methods have been established to assure systematic consideration of a grievance in the interest of obtaining a fair and equitable solution.

Purpose

A mutual obligation exists between administrative, supervisory, and non-supervisory Superior Court personnel to provide efficient and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions. Accordingly, grievance procedures for employees are provided herein to:

1. Promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other options.

2. Afford employees individually or through a qualified employee organization a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions.
3. Provide that grievances shall be resolved as near as possible to the point of origin.
4. Provide that grievances shall be heard and settled as informally as possible.

Explanation of the Rules

Except where a remedy is otherwise provided for by law, employees shall have the right to present grievances arising from their employment in accordance with the provisions of this procedure.

All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee(s) shall have the assurance that filing of a grievance will not result in reprisal of any nature.

The aggrieved employee(s) shall have the right to be represented or accompanied by a person of his/her choice if the complaint is not resolved at the informal level as provided for in step one of the grievance procedure. This representation may commence when the grievance is presented in writing to the appropriate Management Personnel, as provided in Step Three of the grievance procedures.

The processing of a grievance shall be considered court business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of court work time for this purpose shall not be excessive, nor shall this privilege be abused.

Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized however, that on occasions, the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended to a date specified, in writing, upon the mutual agreement of all parties concerned.

Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. Court management personnel involved shall abide by prescribed time limits.

Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned. When two or more employees experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the

immediate supervisor or superior who has the prime responsibility for all of the aggrieved employees. In any event, the Court retains the right to consider separate grievances together if they concern the same or similar problems.

The parties may mutually agree to waive any step of the grievance procedure in writing.

Definitions:

These definitions are related to the grievance procedure only and shall be superseded in all other cases by the Definitions Section of this Memorandum of Understanding:

1. **Employee:** An individual occupying a position allocated by the Superior Court as part of regular staffing.
2. **Immediate Supervisor:** The individual who assigns, reviews or directs the work of an employee.
3. **Management Personnel:** The individual to whom an immediate supervisor reports.
4. **Representative:** The person selected by the employee, to appear along with him/her in the presentation of his/her grievance.
5. **Grievance:** A complaint of an employee relating to any phase of his/her employment or working conditions except matters that are within the exclusive field of management functions. This shall include, but not be limited to, a disagreement involving the work situation in which the individual employee believes that an injustice has been done because of:
 - a. A deviation from a policy; or
 - b. The misrepresentation of a policy; or,
 - c. The misinterpretation or misapplication of a Statute, Ordinance or Superior Court Rule relating to the employment of an individual; or
 - d. An improper interpretation or application of the provisions of the current Memorandum of Understanding.

Procedural Steps

1. Informal Grievance Procedure
 - a. **Step #1:** When an employee becomes aware that dissatisfaction exists with his/her work or work situation, he/she should discuss the matter informally with the immediate supervisor. The employee's initial discussion should take place not later than five (5) working days after the alleged grievance occurred or after the employee should reasonably have been aware of the incident causing the grievance. The provisions relating to formal grievance procedure, as set forth herein, do not restrict the employee and supervisor from seeking advice and counsel from superiors when such action is:

- (1) Mutually consented to by employee and supervisor; and
- (2) It appears that settlement can be reached at this informal level.

b. **Step #2:** If, after the discussions identified in Step #1, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior, if any. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision. If the employee is not in agreement with the decision reached through such discussion, the informal grievance process is considered exhausted and the formal grievance procedures prescribed below shall be followed.

2. Formal Grievance Procedure

a. **Step #3:** If, within five (5) working days, a mutually acceptable solution has not been reached at the informal level, the employee shall have the right to file a grievance within five (5) working days after receiving the informal decision of his/her superior or superiors. The employee shall submit the grievance in writing to the appropriate supervisor (or Management Personnel, if no supervisor is in that employee's chain of command). At this point, the grievance hearing process becomes formal and the employee may choose to be accompanied by a representative of his/her choice. After formal hearing, the supervisor (or supervisor's management level supervisor, certain cases) will render a written decision within five (5) working days.

b. **Step #4:** If the written decision of the Management Personnel (or appropriate superior) is unsatisfactory to the employee, the employee may request the grievance be presented to the Court Executive Officer for review. This request must be made **within five (5) working days of the receipt of the written decision.** The Court Executive Officer will hear the grievance and give a written decision within five (5) working days of the receipt of the formal grievance papers. The Court Executive Officer may make one of the following decision:

- (1) Uphold the proposed decision of the Court Manager.
- (2) Modify the proposed decision of the Court Manager.
- (3) Overturn the proposed decision of the Court Manager and uphold the grievant's appeal thereof.

Step #5: When applicable, if the employee is dissatisfied with the decision of the Court Executive Officer, he/she may, within five (5) working days, access rights of appeal as provided under the Court "Employment Protection System," in Article 5, Sections 71650, 71651, 71652, 71653, and 71654 of the California Government Code.

1. Within ten (10) Court days from receipt of the written decision of the CEO or designee, the employee/union shall have the right to submit an appeal of the CEO's decision in Step 4 to arbitration. The employee/union's request for arbitration shall be made in writing to the CEO or designee.
2. If no written request for arbitration is made within ten (10) business days, the decision of the CEO or designee shall be final and binding. If the CEO or designee fails to respond to a grievance in writing at Step 4, the employee/union shall have ten (10) business days from the date the decision was due to request arbitration. In either case, a failure to timely request arbitration shall be deemed a waiver of the right to arbitration.
3. Within fifteen (15) business days after receipt of a timely written request for arbitration, the CEO or designee shall request the names of five (5) available arbitrators from the State Mediation and Conciliation Service (SMCS) be sent to both parties. Upon receipt of the list of available arbitrator names, the parties will select an arbitrator using the strike-off procedure. The party striking first shall be selected by coin toss.
4. The fees and expenses associated with the arbitrator, the official transcript of the arbitration proceeding, and the Court Reporter shall be shared equally by the parties. All other expenses, including but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Upon mutual agreement of the parties, a pre-arbitration meeting may be held.
6. Both parties shall jointly consider whether the type of case involved lends itself to mediation. If, through mediation, the parties can reach a mutually acceptable disposition of the grievance, then the matter is deemed resolved. If the mediation process does not result in an acceptable resolution to both parties, the case may be submitted to arbitration.
7. The written decision of an arbitrator resulting from any arbitration of a grievance shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.
8. The written decision of an arbitrator resulting from any arbitration or grievance shall be non-binding.

ARTICLE 15(b) – CLASSIFICATIONS COVERED BY GRIEVANCE PROCEDURE

Court Automation Analyst I/II/III
Court Custodian
Courtroom Clerk I/II/III
Court Services Clerk I/II/III
IT Support Technician
Self Help Center Legal Assistant
Senior Court Custodian

Court Clerical Assistant
Court Network Analyst I/II/III
Court Reporter I/II/III
Deputy Jury Services Clerk I/II
Self Help Paralegal / Probate Examiner
Court Supervisor

Grievance Confidentiality

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

ARTICLE 16(a) – SICK LEAVE

Accrual

- (1) All regular full-time and regular part-time employees hired prior to January 1, 1999, shall be entitled to point zero-four-six-one-five-four (.046154) hours of sick leave with pay for each hour of the actual hours of regular employment.
- (2) An employee may use sick leave for themselves or the following qualifying family members pursuant to the Healthy Places / Healthy Families Act of 2014: child, parents (including in-laws), spouse, registered domestic partner, grandparent, grandchild and sibling. Subject to verification (i.e., I.R.S., court order, power of attorney), sick leave is also extended to any person who is a legal dependent of the employee regardless of place of residence.
- (3) All regular full-time and regular part-time employees hired on or after January 1, 1999, shall accrue sick leave as follows:

| <i>Service Hours</i> | <i>Service Years</i> | <i>Sick Hours Earned</i> | <i>Days Earned</i> | <i>Sick Leave earned at the rate of: (based on hours worked)</i> |
|-----------------------|----------------------|--------------------------|--------------------|--|
| 0-10,400 hrs | 0-5 yrs | 80 | 10 | .038462 |
| 10,401-20,800 hrs | 5 yrs 1 mo-10 yrs | 88 | 11 | .042308 |
| 20,801 hrs-31,200 hrs | 10yrs1mo-15yrs | 96 | 12 | .046154 |
| 31,201- 41,600 hrs | 15 yrs 1 mo – 20yrs | 104 | 13 | .050000 |
| 41,601 hrs + | 20 yrs. 1 mo + | 112 | 14 | .053846 |

ARTICLE 16(b) – MEDICAL VERIFICATION

“Medical Verification” means written certification of examination and/or treatment by a registered or licensed practicing physician or other Health Practitioner. Employees off work for three (3) consecutive days may be required to visit a Practitioner and the employee will submit written Medical Verification to the Court.

ARTICLE 16(c) – BEREAVEMENT LEAVE

- A. Whenever any regular full-time or regular part-time employee is compelled to be absent from duty due to death(s) in the employee’s family, a maximum of 40 hours bereavement leave in a calendar year may be taken, upon approval of the Court Executive Officer. Additional time may be allowed from accrued paid time off balances. An employee may request Leave Without Pay (LWOP) only after vacation, compensatory and/or administrative leave has been exhausted in the event the employee needs additional time off. Use of LWOP will occur only by the approval of the Court Executive Officer.
- B. For the purposes of this section “immediate family” whether by blood, marriage, or adoption, shall be defined as:
 - 1. Children (including foster children)
 - 2. Parents (includes in-laws & Legal Guardian)
 - 3. Grandchildren
 - 4. Grandparents (includes in-laws)
 - 5. Siblings
 - 6. Spouse or domestic partner
 - 7. Subject to verification (i.e., I.R.S., court order, power of attorney), bereavement leave is also extended to any person who is a legal dependent of the employee regardless of place of residence.

ARTICLE 17 – VACATION

Vacation Earnings

- A. An eligible employee (i.e., regular, full-time or regular, part-time) may accrue vacation at the appropriate rate applicable to the employee's length of service as follows (2080 hours of actual service equals one year):

(1) employees hired prior to January 1, 1999:

| <i>Service Hours</i> | <i>Service Years</i> | <i>Vac. Hours Earned</i> | <i>Vac. Days Earned</i> | <i>Rate: (based on worked hours)</i> |
|----------------------|----------------------|------------------------------|-----------------------------|--|
| 0-10,400 hrs | 0-5 yrs | 96 | 12 | .046154 |
| 10,401-20,800 hrs | 5 yrs 1 mo-10 yrs | 120 | 15 | .057693 |
| 20,801-31,200 hrs | 10 yrs 1 mo-15 yrs | 140 | 17.5 | .067308 |
| 31,201 hrs + | 15 yrs 1 mo-20 yrs | 160 | 20 | .076924 |
| 41,600 hrs | 20 yrs+ | 172 | 21.5 | .082692 |

(2) employees hired January 1, 1999 or later:

| <i>Service Hours</i> | <i>Service Years</i> | <i>Vac. Hours Earned</i> | <i>Vac. Days Earned</i> | <i>Rate: (based on worked hours)</i> |
|----------------------|----------------------|------------------------------|-----------------------------|--|
| 0-4,160 hrs | 0-2 yrs | 80 | 10 | .038462 |
| 4,161-10,400 hrs | 2 yrs 1 mo-5 yrs | 96 | 12 | .046154 |
| 10,401-20,800 hrs | 5 yrs 1 mo-10 yrs | 120 | 15 | .057693 |
| 20,801-31,200 hrs | 10 yrs 1 mo-15 yrs | 140 | 17.5 | .067308 |
| 31,201 hrs+ | 15 yrs 1 mo-20 yrs | 160 | 20 | .076924 |
| 41,600 hrs | 20 yrs+ | 172 | 21.5 | .082692 |

- B. Employees may accrue vacation to a maximum limit of 425 hours, at which time additional accrual will cease until the accumulated balance falls below the limit.
- C. The Court Executive Officer may permit employees in positions that require a one-year probation period to take up to five days of vacation upon completion of six (6) months of service, provided that the employee has a current performance evaluation with an overall rating of satisfactory or above. Upon satisfactory completion of probation, any days taken of approved vacation leave shall be debited from the employee's vacation account. Employees with overall performance evaluations of less than satisfactory shall not be permitted to take vacation until they have completed probation and begin to accrue vacation. For purposes of eligibility to receive vacation leave under this section, an employee's performance will be presumed to be satisfactory if there is no current performance evaluation.

ARTICLE 18 – DONATION OF LEAVE TIME

Employees may donate leave time to other employees who have demonstrated need due to a catastrophic illness, injury, unexpected death, or destruction of personal home. Verification must be submitted with the donation request, if not already provided by the employee. Vacation may be donated on a one-to-one basis (i.e., one hour off for one hour donated). Sick leave may be donated on a one-to-one basis.

ARTICLE 19 – HOLIDAYS

There are 13 holidays as established by the Judicial Council of California. On these judicial holidays, the Clerk's Offices of the Court are also closed. The following holidays are identified by the California Judicial Council:

New Year's Day [January 1]
Martin Luther King Day [Third Monday in January]
Lincoln Day [February 12]
Presidents' Day [Third Monday in February]
Cesar Chavez Day [March 31]
Memorial Day [Last Monday in May]
Independence Day [July 4]
Labor Day [First Monday in September]
Columbus Day [Second Monday in October]
Veterans Day [November 11]
Thanksgiving Day [Fourth Thursday in November]
Day after Thanksgiving Day [Fourth Friday in November]
Christmas Day [December 25]

Holiday Pay

- A. Nothing herein shall prevent the Court Executive Officer from requiring Court employees to work on any holiday.
- B. Any employee who is required to work on a day which is a holiday for employees working a regularly scheduled work week, Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.
- C. Employees in a Leave Without Pay (LWOP) status on the day(s) immediately before and immediately after the holiday shall not receive holiday pay.
- D. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service

- E. Notwithstanding anything in this Article to the contrary, extra-help employees shall not be entitled to paid holidays.

Additional Holiday

An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account on or around the first pay period in July of every year during the term of this contract.

Personal Day

Effective January 1, 2020, two (2) paid Personal Days annually may be taken during the calendar year provided. The conditions listed below must be met in order to qualify for the Personal Day:

- A. The Personal Days shall be added on or around the first pay period in January.
- B. Only those employees who have successfully completed their initial Court probationary period are eligible to receive the Personal Day.
- C. Personal Day is subject to advance approval in accordance with time off request procedures.
- D. Personal Days are to be taken eight (8) hours at a time and are not to be utilized on a partial basis.
- E. Personal Days shall not have any cash value and shall not roll over year to year.
- F. Part-time employees shall receive Personal Days on a pro-rata basis.

Observance

Employees shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays that fall on a Sunday shall be observed on the following Monday. Holidays that fall on a Saturday shall be observed on the preceding Friday.

ARTICLE 20 – OVERTIME COMPENSATION

The Court will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per day and/or more than forty (40) hours per work week in accordance with the Fair Labor Standards Act (FLSA). A work week is defined as five (5) consecutive work days. For the purpose of computing time worked in this article, paid leave and any compensatory time taken off during the work week shall be computed as time worked. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken off as compensatory time.

ARTICLE 21 – COMPENSATORY TIME OFF

Compensatory time is time earned when an employee works beyond eight (8) hours in a day or 40 hours in a week. Such time is earned and chargeable in increments of time-and-one-half. The employee may take this time off in lieu of cash payment for hours worked beyond the normal work period. Compensatory time is accrued at the same rate as overtime. All time to be taken as compensatory time is to be formally recorded. Employees may earn compensatory leave up to a balance of 30 hours maximum. Any compensatory leave accrual in excess of the 30 hour maximum must be requested by the employee in writing and approved in advance by the Court Executive Officer or his designee. Employees with thirty hours or less accrued compensatory time may elect to use vacation or compensatory time

ARTICLE 22 – MILEAGE REIMBURSEMENT

Use of Personal Vehicle

- 1) Employees may be required to use personal vehicles for travel in performance of their duties. In this case, the mileage shall be reimbursed at the current rate prescribed per mile by the Judicial Council of the State of California. An employee may be expected to travel to their original "Regular Place of Work" to clock-in before traveling to their newly assigned court of the day. Mileage reimbursement will be governed by the Judicial Council of California Trial Court Financial Policies and Procedures. Please refer to Appendix "C", Judicial Council's Financial Policies and Procedures, Section 6.3.2 – Personal Vehicle Mileage

Involuntary Transfer/Reassignment

- 2) When an employee is involuntarily reassigned or transferred from a "Court of residence" to another Court location [for travel to and from work], the employee shall be reimbursed at the current rate per mile as prescribed by the Judicial Council of the State of California. The employee will receive such reimbursement for the first 35 court days of such assignment.

ARTICLE 23 – FAMILY ILLNESS LEAVE & FAMILY MEDICAL LEAVE

- A. This Article will maintain and follow the Court's Policies and Procedures as set forth in the Court's Personnel Policies for all non-exempt employees.
- B. The Court agrees to abide by the requirements of the federal Family and Medical Leave Act (FMLA) and to adopt appropriate policy and procedures required for implementation. However, any disputes arising from the implementation of policies and procedures relevant to the Family and Medical Leave (FMLA) and California Family Rights Act (CFRA) shall not be subject to grievance procedures.

- C. Each employee shall be permitted to use all accumulated sick leave balance during the calendar year when required to remain away from work due to illness of a member of the employee's immediate family. Pursuant to the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA), immediate family member is defined as a spouse, child or parent. Subject to verification (i.e., I.R.S., court order, power of attorney, etc.), leave is also extended to any person who is a legal dependent of the employee regardless of place of residence.

ARTICLE 24 – STATE DISABILITY INSURANCE (S.D.I.)

Employees are covered by State Disability Insurance. Premiums for this insurance are employee paid, and all employees must participate.

ARTICLE 25 – MEDICAL, DENTAL, VISION INSURANCE

- A. Employees may opt for full health coverage (i.e., Dental/Vision & Medical) and/ or partial health coverage (i.e., only Medical, or just Dental/Vision).
- B. If an employee elects full or partial coverage of offered benefit coverage and the Court's Flexible Benefit Plan dollars have been exceeded, it is the employee's responsibility to pay any and all differences in premiums to receive such benefit coverage.
- C. Employee will be provided the premium matrix for medical, dental and vision costs prior to Open Enrollment by Court's Human Resources Office.
- D. The Court and representatives of SEIU, Local 521 agree to meet and confer in the event the Judicial Council directs the use of another insurance carrier or otherwise provides a more comprehensive and/or economically beneficial program for employees of the Court during the term of this contract.

ARTICLE 26 – I.R.S. SECTION 125 PLAN

The employer agrees to provide an IRS Section 125 Plan with pre-tax benefits [i.e. Dependent care and/or medical reimbursements] and supplemental voluntary individual insurance plans for all employees who wish to elect such benefit during Open Enrollment for health benefits or as a result of a qualifying event during the plan year.

ARTICLE 27 – EMPLOYEE ASSISTANCE PROGRAM

The Court will continue to contract for an Employee Assistance Program (E.A.P.) which will provide six (6) visits per calendar year for assessment, diagnosis, short-term consultation and referral to the most appropriate community resources for employees and dependents. The Court will provide access to E.A.P. benefit information in the employee break room and on the intranet.

ARTICLE 28 – P.E.R.S. RETIREMENT

The Court will maintain the current retirement system for all employees, except as changes by law effective January 1, 2013 regarding new hires formula which are covered by Article 49 RE-OPENER CLAUSE (Retirement). All employees shall pay 7% toward their pre-taxed retirement plan.

ARTICLE 29 – BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to bilingual compensation by passing a local oral examination administered by the Court. Bilingual pay requires approval by the Court Executive Officer who will determine how many employees will receive appropriate bilingual language skill standard bilingual pay. Where necessary, job audits may be conducted to determine whether is being met. The bilingual pay shall be \$40.00 per pay period.

ARTICLE 30 – SENIORITY AND LAYOFF

Layoff Privileges

If the Court must implement a reduction in force in order to meet the budgetary needs of the organization, employees will be laid off by this order:

1. Temporary or limited-term employees
2. Regular Part-time employees
3. Regular employees by reverse seniority

An employee affected by layoff may displace an employee in the class in which the affected employee previously held regular full-time status in the Court within the previous two years. Employees may only displace other employees with less seniority.

Seniority computation for the purpose of displacement is made on the same basis as for the original layoff.

For purposes of layoff, seniority shall be defined as hours of accrued service in the affected class with the Court, as well as time served with the former Kings County Municipal Court and the County Clerk's Office. Ties shall be broken by all hours with the Court (including the former Kings County Municipal Court, the Kings County Superior Court and the County Clerk's Office).

ARTICLE 31 – UNIFORM ALLOWANCE

Employees in Custodian classifications shall receive an annual uniform allowance of \$200.00 to be paid in January of each year of the Agreement.

ARTICLE 32 – DIRECT DEPOSIT OF PAYCHECKS

The parties agree that employees may have the option of direct deposit of pay checks to any bank, utilizing up to three (3) different accounts, provided that the contracted payroll service and bank(s) of choice can accommodate this option.

ARTICLE 33 – EDUCATIONAL REIMBURSEMENT

The Court agrees to continue making available \$750.00 per fiscal year per employee under the Educational Reimbursement Plan, as provided by the Personnel Rules. However, the following changes apply:

- A. The reimbursement request must be submitted on a designated Court form and be approved by the Court Executive Officer prior to conclusion of the course;
- B. Proof of satisfactory course completion must be provided; and
- C. Employees receiving such tuition reimbursement must remain employed with the Superior Court of California, County of Kings, for one year following receipt of the money or the reimbursement money shall be deducted from the employee's final paycheck.

ARTICLE 34 – TERM OF THE AGREEMENT

The Court and the Union agree this agreement is effective **January 1, 2020** and concludes **December 31, 2021** with all conditions and articles to be maintained in this M.O.U. This Agreement shall become effective upon ratification by members of the Union and approval by the Court Executive Officer of the Superior Court of California, County of Kings in accordance with the California Rules of Court.

ARTICLE 35 – PAY PRACTICES

For the purposes of this Agreement, it is acknowledged by the parties thereto that for all compensation matters including the Flexible Spending Plan addressed in Article 45, any reference to an effective date of *January or July 1* of any given year shall be understood to relate to the first pay period for that particular "payroll" year.

ARTICLE 36 – TRAINING NOTICE

Employees shall receive 48 working hours advance notice of any mandatory training within the Court scheduled to take place outside of the regularly scheduled work time and shall receive 5 working days advance notice of any mandatory training outside of Kings County scheduled to take place outside of the regularly scheduled work time. If an employee receives less than the specified advance notice, the training shall no longer be mandatory. However, the employee may elect to attend and still receive compensation in the same manner as if attendance had been mandatory.

ARTICLE 37 – RETIREE HEALTH INSURANCE

- A. Employees hired after January 1, 1999 those who retire in good standing from Public Employees Retirement System (P.E.R.S.) at the time of their separation from Court, employment will receive a percentage of the dollar value of accrued sick leave (at time of their retirement) put into an "account" to be used toward health insurance premiums at a rate of no more than \$200.00 per month until the employee is eligible (by age) for Medicare or the money in that account runs out, whichever occurs first. The Retiree Health Benefit percentage will be as follows:

| <i>Service Hours Health Benefit</i> | <i>Service Years Health Benefits</i> | <i>Percent of Compensation (based on hours)</i> |
|---|--|---|
| 20,801—31,200 hrs | 10—15 yrs | 25% |
| 31,201—41,600 hrs | 15 yrs 1 mo—20 yrs | 35% |
| 41,601 and over | 20 yrs 1 mo and over | 45% |

If the employee dies after retirement (or while still employed in good standing) but prior to Medicare age and there is money remaining in the account, the employee's spouse may continue to use the account until the employee would have reached Medicare age. Any balance in the account remains property of the Court.

- B. Employees hired prior to January 1, 1999 shall be allowed a one-time irrevocable election to decide whether to receive the retiree's health insurance benefit or cash as follows:

| <i>Service Hours</i> | <i>Service Years</i> | <i>Percent of Compensation (based on hours) Cash</i> | <i>Percent of Compensation (based on hours) Health Benefit</i> |
|----------------------|----------------------|--|--|
| 10,401—41,600 hrs | 5 yrs 1 mo—20 yrs | 25% | 40% |
| 41,601 hrs and over | 20 yrs and over | 30% | 50% |

- C. Said election to occur within 90 days after the effective date of this contract. If employee elects Cash sick leave payout benefit, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.
- D. If employee elects Health benefit, the Court will pay up to \$200 per month toward the employee's health insurance premium until the employee is eligible (by age) for Medicare or the money runs out, whichever is first. If the employee dies prior to Medicare age and there is money remaining in the account, the employee's spouse may continue to use the account until the employee would have reached Medicare age. Any balance in the account remains property of the Court.
- E. At the time of retirement (not resignation) from employment with the Court, an employee may buy back 25% of his or her accrued sick leave, which will be paid with the last payroll check received.

ARTICLE 38 – LABOR MANAGEMENT COMMITTEE

- A. It is understood by the Court and the Union that good organization, competent leadership, and well-informed representatives for both Management and Labor improve the employer-employee relationship and the communication process. Further, it is understood and agreed that morale and job performance may be related to a healthy, balanced and mutually respectful employer-employee relationship.
- B. In the spirit of this cooperation, the parties to this MOU have agreed to establish a Labor-Management Committee.
- C. The Labor-Management Committee will convene on a quarterly basis in a joint effort to improve Court-wide communications, staff morale, employee productivity and delivery of customer service [internal and external].
- D. The Labor team will consist of up to four (4) Court employees and one (1) Union representative and one paid union staff person if requested by the Union. The Court Management team will be composed of similar numbers as determined by the Court Executive Officer.

E. Also, as a standing item of the Joint Labor Management meetings, the Court will provide Fund Balance Projections vs. Actuals.

ARTICLE 39 – DISSEMINATION OF CHANGES TO OPERATIONAL POLICIES & PROCEDURES

Policy and procedural changes that are not the subject of the “meet and confer” process but that do have a bearing on employees’ work practices shall be put in writing and distributed promptly to all impacted [or potentially affected] employees.

Examples of instances where dissemination of this kind of change would be necessary include, but are not limited to, operational matters such as case processing, case file maintenance, cash drawer procedures, party/agency notification methods, case management system modifications, etc.

ARTICLE 40 – COURT PERSONNEL POLICIES AND CODE OF ETHICS & TRAINING

All FLSA non-exempt employees shall adhere to the Court’s Personnel Policies for any and all work related issues or complaints that may arise during the course employment that are not addressed within this MOU. The Court’s Personnel Policies shall be set forth and referenced during such occurrences for all non-exempt employees to follow, and abide by in their day-to-day employment with the Court. All Court employees shall adhere to the Code of Ethics for the Court Employees of California as approved by the California Judicial Council.

ARTICLE 41 – PERFORMANCE EVALUATIONS

Probationary Period

The probationary period of all bargaining unit positions will be one (1) year. New employees shall receive a performance evaluation at the three (3) months, six (6) months, nine (9) months and twelve (12) months periods of employment. This will assist the new employee in assessing their progress in meeting standards of the position. Any employee not making satisfactory progress while on probation shall be given a “work performance improvement plan” identifying areas of deficiency with specific instructions for improvement. At the end of the initial 12 month probationary period, if the employee achieves regular full-time status, then the employee will receive a one-step, 5% salary increase.

ARTICLE 42 – TIME OFF REQUESTS

All time off requests should be made within 72 hours of the requested time off. However, if the request is less than 72 hours, the manager will review the request promptly. The employee should request time off providing as much advance notice as possible, so as not to interfere with operational and staffing necessities of the court.

The employee is to submit time off within the "rolling 90 day calendar" process for all vacations, administrative and compensatory leave time off.

The vacation request(s) will be considered on a first come, first served basis. If the request is within the "rolling 90 day calendar", there will be no expectation by the Court for an employee to explain the details (i.e. where and for what) of their vacation request, nor shall the refusal of an employee to disclose the details of their vacation request be a consideration in the Court's ability to grant the request.

It is encouraged of employees that make request(s) outside of the "rolling 90 day calendar" to speak with their manager prior to any major expense purchases as the Court reserves the right to deny the time off request due to operational necessity.

Any employee submitting a formal request for vacation, compensatory leave or purchased administrative leave shall receive a formal [i.e., written] response from their appropriate granting authority within 72 hours of submission to [and receipt by] said management personnel.

If an employee is denied a request for time off for any reason, that employee can resubmit their request as the requested time off date(s) approaches. Any reason for denials for time off shall be communicated to the employee.

ARTICLE 43 – SALARY RANGE EXTENSION

- A. It is understood and agreed that a sixth (6th) step will continue to be added to the current five step salary range for all bargaining unit positions. The sixth step will be 5% greater than the current fifth step. Achievement of the sixth step will be by the same criteria as the other five steps, except that employees will not be eligible until they reach their anniversary date, two years after achieving the 5th step of their classification salary range.
- B. A seventh (7th) step will be added to the current six step salary range for all classifications within the bargaining unit. The seventh step will be five percent (5%) greater than the current sixth step. Achievement of the seventh step will be by the same criteria as the other salary steps except that [and similar to the established prerequisite for step six] employees will not be eligible to attain the seventh step until they have completed three (3) years at the sixth step of their classification salary range.

ARTICLE 44 – LEAD WORKER PROMOTIONAL DIFFERENTIAL

The matrix in [Appendix B] shall reflect the 5% within-grade step increase and the 7.5% promotional step increase (i.e. promotion of a Clerk II to a Clerk III) for the following Nonexempt classifications:

Court Automation Analyst
Court Network Analyst
Court Reporter
Court Services Clerk
Courtroom Clerk

ARTICLE 45 – FLEXIBLE BENEFIT PLAN

- A. It is agreed between the parties that the Court shall provide each employee a Flexible Benefit Plan amount that the employee can use at their discretion toward employer offered benefits [employee may choose from each and/or any one of the following offered benefits: medical, dental, vision plans, administrative leave, 457 plan contributions and IRS Section 125 plans such as medical and dependent reimbursement, STD, LTD, Cancer insurance etc.].
- B. This fund can be utilized for employer medical offered benefits that cannot be cashed out or carried over from year-to-year. The stipulated Flexible Benefit Plan dollar annual amount for the 2020 Plan year is \$9,150.00.
- C. The Court will contribute an additional \$300.00 toward the annual 2021 Flexible Benefit Plan for all employees. The annual Flexible Benefit Plan dollar amount for the 2021 Plan Year will be \$9,450.00.
- D. Employees who elect not to participate in Court-sponsored medical insurance must sign a declination of coverage and annual verification of medical coverage form and provide proof of the other group health plan coverage each year during open enrollment or upon hire.

If the employee loses the qualifying group medical insurance coverage, the employee shall notify the Court Human Resources within thirty calendar days.

- E. Due to the requirements of the Affordable Care Act (ACA), the Court will designate a portion of the health flex contribution as the Average Minimum Annual Health Only Flex Credit that must be used for medical, dental, and vision plans as required by the ACA in each plan year. Employees may also use up to five hundred dollars (\$500) of this designated portion of the flex credit towards IRS Section 125 Medical Reimbursement Plan.
 - Starting on January 1, 2020, a portion of the annual Flexible Benefit Plan will be designated as Health Only Flex Credit that must be used for medical, dental, and vision plans only. The portion designated shall be based on the Health Only Flex Credit required for each employee's age. Employees may also use up to five hundred dollars (\$500) of this designated portion of the flex credit towards IRS Section 125 Medical Reimbursement Plan.

- Beginning January 1, 2021, the dollar amount of the Minimum Annual Health Only Flex Credit will be adjusted each calendar year based on the annual premium rates.
- In the event the ACA requirements regarding the designation of health flex contributions change, either party may provide notice to meet and confer over those changes only.
- In June of each year, the Court shall notice the Union of the remaining balance pertaining to bargaining unit members, which will be distributed in equal amounts in the form of a one-time payment. The one-time payments shall be paid to each employee by check in June that is separate from their normal payroll check and is taxed pursuant to applicable laws.

ARTICLE 46 – PURCHASED ADMINISTRATIVE LEAVE

Effective January 1, 2020, employees will be allowed to purchase up to eighty-eight (88) hours of administrative leave during open enrollment, or during the calendar year when a new employee begins employment. Employees may cash-out up to eighty-eight (88) hours during the plan year.

The employees may use Eighty-Eight (88) hours as time off during the 2020 plan year. The remaining hours are subject to use or lose prior to the end of the payroll year.

Administrative leave is pro-rated and is based on a calendar year for new hires or when a tenured Court employee leaves Court Service during the calendar year. The prorated calculation will be based on the number of pay periods worked and remaining in the calendar year.

ARTICLE 47 – LIFE INSURANCE

Participants in the medical insurance plan will be provided with term life insurance in the amount of \$15,000.00 at no cost to each employee who so enrolls. Insurance coverage lapses when employment with the Superior Court of California, County of Kings, ends.

ARTICLE 48 – RE-OPENER CLAUSE (Retirement)

The Court and representatives of Local 521, SEIU agree to meet and confer in the event there is any P.E.R.S. retirement change that may affect and impact Court employees pursuant to statutory changes by legislation, or otherwise provides a more comprehensive and/or economically beneficial retirement system for employees of the Court during the term of this contract.

ARTICLE 49 – COURT PROGRAMS

Mandatory Tuberculosis (TB) Testing

All employees will be regularly tested for Tuberculosis (TB) every two (2) years, absent a documented medical condition or religious beliefs that would prevent him/her from being tested. The TB test will be administered on court-time and will be paid by the Court.

ARTICLE 50 – VOLUNTARY FURLOUGH LEAVE PROGRAM

- A. A Voluntary Furlough Leave program may be offered to all represented employees when budgetary concerns so warrant. An employee may volunteer to furlough one day [eight (8) hours] a month. Furlough days may be banked and taken consecutively within a particular calendar year with management's approval in increments no less than eight hour segments and no further in advance of the 90-day vacation sign-up period. Volunteer furlough time taken by an employee will be subject to managerial approval so as not to interfere with the operational demands of the division. The reduction for the Volunteer Furlough Leave will be spread out evenly over the remaining pay periods of the current fiscal year.
- B. In the event that Mandatory Furlough is implemented, the Court will credit any Voluntary Furlough taken by any represented employee. Upon request, an employee may take additional voluntary time in excess of mandatory furlough days.

ARTICLE 51 – MEET AND CONSULT REGARDING COST SAVING MEASURES

Prior to the implementation of mandatory furloughs, the Court upon request will meet with the Union to discuss other possible cost saving measures. As such, the Court will furnish the Union with a copy of the most recent Quarterly Financial Statement (QFS).

ARTICLE 52 – MANAGEMENT RIGHT TO IMPLEMENT FURLOUGH DAYS AS A COST SAVINGS MEASURE

- A. The Court Executive Officer has the right to implement a mandatory furlough program during difficult economic times. Mandatory furloughs will be subject to the meet and confer process regarding the impact of such an implementation by the Court. The total number of furlough days implemented will be dependent upon the state of the Court's budget during a particular fiscal year. Specifics (i.e., effective date, number of Mandatory Furlough Leave days, implementation, benefit considerations, etc.) of a particular mandatory furlough leave program shall be the subject of a side letter.

- B. The base compensation of bargaining unit employees shall be reduced evenly across the remaining pay periods left in the fiscal year. When possible, the mandatory furlough reduction will be spread out evenly over twenty-six (26) pay periods. The parties' intent in this regard is to help ensure uniformity of employees' paychecks from pay period to pay period, less the furlough cost savings.
- C. Furloughs will be taken in increments of no less than one day [eight (8) hours]. Furlough time taken by an employee will be subject to managerial approval so as not to interfere with the operational demands of the division. In the event that an individual is separated from employment for any reason during the course of the fiscal year, compensation and/or furlough time off balances shall be adjusted accordingly.
- D. Retirement Benefits. Retirement service time is not adversely impacted based on the reduced salary due to the furlough unless the employee is on an extended leave of absence without pay. Employee and employer retirement contributions will be made on the reduced salary amount.
- E. Other Benefits. It is the parties' intent that this measure does not adversely impact employees' accruals, e.g., vacation, sick leave, etc.

ARTICLE 53 – OTHER EMPLOYMENT

Outside employment is permissible only when it does not interfere in any way with the employee's Court job function. Although each instance of outside employment shall be evaluated individually, it is the policy of this Court that employment with an attorney, bondsperson, process server, or a law enforcement agency could pose a conflict of interest, and therefore compromise the Court.

Notification to the Manager

An employee must advise Human Resources in writing when requesting consideration for outside employment. HR shall have three (3) days in which to approve or deny the request. If the request is denied, HR shall include a specific and detailed reason for the denial. The request will then be forwarded to the Court Executive Officer. The employee may file an appeal with the CEO within ten (10) working days of the denial. The request for outside employment will be kept in the employee's personnel file.

All outside employment or affiliation with a person(s) or organizations must be disclosed to the Superior Court. Failure to disclose conflicts of interest may result in disciplinary action up to and including termination of employment.

Conflict of Interests

Court employees must maintain a high level of trust with judicial officers and the public. We must protect the interests of these stakeholders as well as our professional integrity and should not engage in any activities that create actual, apparent or potential conflicts of interest. Employees must consider and protect the rights of individuals, especially in the acquisition and dissemination of information while ensuring truthful communications and facilitating informed decision-making.

ARTICLE 54 – WORKING OUT OF CLASSIFICATION

Employees assigned to work out of classification shall receive a five (5%) increase to their base salary, beginning immediately upon working such assignment. All out of classification work that is within the represented bargaining unit, should be offered to employees within the bargaining unit prior to seeking outside of the respective bargaining unit. If deemed not feasible to offer work to employees within the bargaining unit, the Court will notify the union and assign the work on a temporary basis until such time that both parties can meet to discuss any reasonable alternatives. In the event that the Union and the Court disagree over what an Out of Class assignment or duty is, both parties agree to meet and discuss the issue and resolve differences over the issue.

ARTICLE 55 – COMPENSATION

The Court agrees to pay all represented employees a Negotiated Salary Increase (NSI) over the next two calendar years as outlined below:

4.0% effective the first full pay period after ratification.

3.5% effective the pay date immediately following Pay Period 1 of the 2021 Payroll Year.

Effective the first full pay period after ratification, employees shall receive a one-time payment of one-thousand five hundred dollars (\$1,500). And, effective the first full pay period in June 2020, employees shall receive an additional one-time payment of one-thousand five hundred dollars (\$1,500) (for a total of \$3,000). The one-time payment shall be paid to each employee by check that is separate from their normal payroll check and is taxed pursuant to applicable laws.

ARTICLE 56 – THIRD-PARTY REQUESTS FOR INFORMATION

The Court shall promptly notify the Union and employees of any third-party requests for contact and/or biographical information about the bargaining unit employees. The Court shall promptly provide the Union a copy of the request and any materials submitted with the request.

ARTICLE 57 – UNION REPRESENTATIVE LEAVE OF ABSENCE

The Court shall grant no more than one employee (union steward) twenty (20) work days of union leave per calendar year, upon written request of the Union with fifteen (15) calendar days in advance, and subject to the approval of the Court Executive Officer or her/his designee. Once approved, this union leave of absence is without loss of compensation or other benefits.

At the conclusion of the leave, the officer or steward shall have a right to reinstatement to the same position they held prior to such leave without loss of seniority.

Compensation during the leave shall include employer-sponsored health and retirement benefits.

Following the Court's payment of the employee leave of absence, the Court shall be reimbursed by the Union for all compensation paid to the employee on the leave. Reimbursement by the Union shall be made within Fifteen (15) business days after its receipt of the employer's certification of payment of compensation to the employee.

The leave of absence without loss of compensation or other benefits provided for by this section is in addition to the release time without loss of compensation (Article 11) or other benefits granted to representatives of the Union under the law or this MOU.

The Court shall not be liable for any act, omission, or injury suffered by any employee of the Court if that act, omission or injury occurs during the course and scope of the employee's lost time work for the Union. To the extent that the Court nonetheless becomes liable for any such act, omission or injury, the Union shall indemnify and hold harmless, the Court, Judges, and any representatives of the Court, individually and collectively, from any legal costs and/or damages arising from claims, demands, or liability by reason of litigation arising from this Article. The Union agrees to pay all legal fees and legal costs incurred by the Court, Judges or any other Court representatives in defending against any Court or administrative action challenging the legality or constitutionality of the provision of this Article or its implementation.

APPENDICES

Appendix A - Classifications Covered by MOU

Court Automation Analyst I/II/III
Court Clerical Assistant
Court Custodian
Court Network Analyst I/II/III
Court Reporter I/II/III
Court Services Clerk I/II/III
Courtroom Clerk I/II/III
Deputy Jury Services Clerk I/II
IT Support Technician
Self Help Center Legal Assistant
Self Help Paralegal / Probate Examiner
Senior Court Custodian
Court Supervisor

Appendix B

Salary Matrix Effective January 1, 2020

Appendix C

Salary Matrix Effective January 1, 2021

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS
WAGE MATRIX BY CLASIFICATION**

Appendix C

| Position/Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Courtroom Clerk I | \$17.96 | \$18.86 | \$19.80 | \$20.79 | \$21.83 | \$22.92 | \$24.07 |
| Courtroom Clerk II | \$18.86 | \$19.80 | \$20.79 | \$21.83 | \$22.92 | \$24.07 | \$25.27 |
| Courtroom Clerk III (7.5% increase) | \$20.27 | \$21.29 | \$22.35 | \$23.47 | \$24.64 | \$25.87 | \$27.17 |
| Court Services Clerk I | \$16.87 | \$17.71 | \$18.60 | \$19.53 | \$20.50 | \$21.53 | \$22.61 |
| Court Services Clerk II | \$17.71 | \$18.60 | \$19.53 | \$20.50 | \$21.53 | \$22.61 | \$23.74 |
| Court Services Clerk III (7.5% increase) | \$19.03 | \$19.98 | \$20.98 | \$22.03 | \$23.13 | \$24.29 | \$25.50 |
| Court Supervisor | \$21.31 | \$22.38 | \$23.49 | \$24.67 | \$25.90 | \$27.20 | \$28.56 |
| Court Clerical Assistant | \$13.38 | \$14.05 | \$14.76 | \$15.49 | \$16.27 | \$17.08 | \$17.94 |
| Administrative Services Assistant I | \$15.92 | \$16.72 | \$17.55 | \$18.43 | \$19.35 | \$20.32 | \$21.34 |
| Administrative Services Assistant II | \$16.49 | \$17.32 | \$18.19 | \$19.09 | \$20.05 | \$21.05 | \$22.10 |
| Deputy Jury Services Clerk I | \$19.53 | \$20.51 | \$21.53 | \$22.61 | \$23.74 | \$24.93 | \$26.17 |
| Deputy Jury Services Clerk II | \$20.51 | \$21.53 | \$22.61 | \$23.74 | \$24.93 | \$26.17 | \$27.48 |
| Court Custodian | \$14.97 | \$15.71 | \$16.50 | \$17.32 | \$18.19 | \$19.10 | \$20.06 |
| Senior Court Custodian | \$16.57 | \$17.40 | \$18.27 | \$19.18 | \$20.14 | \$21.14 | \$22.20 |
| IT Support Technician | \$22.39 | \$23.51 | \$24.69 | \$25.92 | \$27.22 | \$28.58 | \$30.01 |
| Court Automation Analyst I | \$32.19 | \$33.80 | \$35.49 | \$37.26 | \$39.12 | \$41.08 | \$43.13 |
| Court Automation Analyst II | \$33.80 | \$35.49 | \$37.26 | \$39.12 | \$41.08 | \$43.13 | \$45.29 |
| Court Automation Analyst III (7.5% increase) | \$36.33 | \$38.15 | \$40.06 | \$42.06 | \$44.16 | \$46.37 | \$48.69 |
| Court Network Analyst I | \$33.80 | \$35.49 | \$37.26 | \$39.13 | \$41.08 | \$43.14 | \$45.30 |
| Court Network Analyst II | \$35.49 | \$37.26 | \$39.13 | \$41.08 | \$43.14 | \$45.30 | \$47.56 |
| Court Network Analyst III (7.5% increase) | \$38.15 | \$40.05 | \$42.06 | \$44.16 | \$46.37 | \$48.69 | \$51.12 |
| Court Reporter I | \$31.46 | \$33.03 | \$34.68 | \$36.42 | \$38.24 | \$40.15 | \$42.16 |
| Court Reporter II | \$33.03 | \$34.68 | \$36.42 | \$38.24 | \$40.15 | \$42.16 | \$44.26 |
| Court Reporter III (7.5% increase) | \$35.52 | \$37.29 | \$39.16 | \$41.11 | \$43.17 | \$45.33 | \$47.59 |
| Self Help Center Legal Assistant | \$19.32 | \$20.30 | \$21.30 | \$22.38 | \$23.48 | \$24.66 | \$25.91 |
| Self Help Paralegal / Probate Examiner | \$22.22 | \$23.34 | \$24.50 | \$25.73 | \$27.01 | \$28.37 | \$29.78 |

Effective 12/2/19

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties' duly authorized representatives hereby approve this Memorandum of Understanding effective January 1, 2020 through December 31, 2021.

Date 1-21-2020

Date 12-18-19

**Service Employee International Union
Local 521
Authorized Representative**

**Superior Court of California
County of Kings
Authorized Representatives**

By Courtney Hawkins
Courtney Hawkins
Internal Worksite Organizer

By Adel Nadji
Adel Nadji
Labor and Employee Relations
Officer - JCC

By Jodi Lopez
Jodi Lopez
Bargaining Team Member

By Rick J. Duran
Rick J. Duran
Deputy Court Executive &
HR Officer

By Jennifer Garcia
Jennifer Garcia
Bargaining Team Member

By Monika Newman
Monika Newman
Director of Administrative
Services

By Jorge Diaz
Jorge Diaz
Bargaining Team Member

By Estefany Cabrera
Estefany Cabrera
Human Resources Clerk

By Yessenia Hughes
Yessenia Hughes
Bargaining Team Member

APPROVED
By Michelle S. Martinez
Michelle S. Martinez
Court Executive Officer

Date 01/21/2020

