MEMORANDUM OF UNDERSTANDING

BETWEEN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO AND

LOCAL 620 SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO, CLC

MISCELLANEOUS EMPLOYEES' UNIT (#20)

June 2018 – June 2020

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Article 1 – Recognition

The Court recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit consisting of all limited term, regular full-time and part-time employees of the Court "Miscellaneous Unit." Specifically excluded are all supervisors, managers, executive managers, judges, commissioners, confidential employees, extra help employees, retired annuitants, independent contractors, interns, and employees in the "Technical Employees" and "Supervisory Employees" bargaining units.

Article 2 – No Discrimination

2.1 – Employment

Neither the Court nor the Union shall discriminate against any person with regard to recruitment, selection, appointment, training, promotion, retention, discipline or other aspects of employment on the basis of race, age, sex (including pregnancy, childbirth, or related medical conditions), marital status, color, physical or mental disability, medical condition, creed, national origin, ancestry, religion, union activity, organizational affiliation, political opinions, sexual orientation, family care status, veteran status, or any other basis protected by law. Disputes that arise pursuant to this section may be addressed through the complaint procedure defined in Article 10 of this MOU, and shall not be subject to binding arbitration.

2.2 – Union Affiliation

Neither the Court nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee in exercising his/her free choice to participate in or join, or refuse to participate in or join, the Union. Disputes that arise pursuant to this section may be addressed through the complaint procedure defined in Article 8 of this MOU, and shall not be subject to binding arbitration.

Article 3 – Management Rights

The Court retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Court and not abridged herein include, but are not limited to, the following:

> To manage and direct its business and personnel; to create, change, combine or abolish jobs or departments in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, terminate, discipline, and layoff employees; to establish work standards, hours of operation and reasonable work load; to specify or assign work requirements and overtime; to schedule working hours; to maintain the efficiency of operations; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to take whatever action necessary to prepare for or operate in an emergency; to coordinate, consolidate and merge the court and support staff.

Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the Court by any law regulating, authorizing or empowering the Court to act or refrain from acting. However, the Court agrees to meet and confer with the Union upon request in regard to the impact of any proposed subcontracting of services, which would result in the elimination of unit members' jobs.

Article 4 – Union Security

4.1 – Administration of Deductions and Maintenance of Membership

A. Any employee in the unit who is currently, or after the effective date of this agreement, becomes a member of the Union, shall remain a member for the duration of this agreement; provided, however, that during the month of June of any year of this agreement any member may withdraw from Union membership by notifying the Union in writing, with a copy to the Court, of their cancellation of Union dues deductions.

B. The Court shall continue automatic payroll deduction of Union dues and Union premiums which are not duplicative of or competitive with the Court insurance plans for which the members of said unit are eligible. Such deductions shall become effective with the start of the first payroll period after receipt of the appropriate written and voluntary employee authorization form as developed mutually by the parties and signed by the employee. The Court shall issue a bi-weekly check, payable to the Union, for the total amount of the individual deductions.

C. The Court shall provide the Union with a bi-weekly deduction report. The report shall include the amounts of dues and other Union deductions withheld and shall distinguish between dues and other deductions. This report shall be provided without cost to the Union.

D. The Union shall indemnify and save harmless the Court, its representatives, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.

E. The Court will notify, via e-mail, the Union's office of the name, worksite and start date of all new employees within five days of their hire date.

4.2 – Union Notices and Activities

A. The Court will provide space in the break areas of each of its facilities that have such areas for the Union to place a bulletin board that is 18" x 24" in size. The Union may post on these boards official business of the Union. Inappropriate or offensive material will not be permitted. In addition, posted material shall not be of a partisan political nature, nor shall it pertain to public issues that do not involve the Court or its relations with Court employees. The Court Executive Officer or his or her designee may remove postings that do not comply with the requirements of this section. If the Court Executive Officer or his or her designee removes a posting, he/she will notify the Union.

B. The Union may use Court-occupied, County facilities (meeting rooms) during non-business hours, if authorized by the Court and the County Department of General Services. Use of such facilities shall not interfere with the efficiencies, safety, security, or regular conduct of Court operations. Use of facilities shall also be subject to availability and current charges.

C. The use by employees of the Court's facsimile machines, or the Court's voice or electronic mail systems, shall be limited to the normal business of the Court, except: 1) stewards may use the electronic mail system to communicate with unit members, each other or union staff regarding official Union business (e.g., notice of upcoming meetings), provided that, in electronic mail communications from stewards to multiple (more than five) unit members, a courtesy copy will be provided to the Court Executive Officer or designee at the same time it is distributed to unit members; and 2) employees may make incidental personal use of the electronic mail system, not authorized by section one above, during non-work hours (before or after work or during lunches and breaks), provided that such use does not include solicitation or distribution for any purpose.

4.3 – Names and Addresses of Covered Employees

The Union will be supplied with a monthly report of the names and classifications of all employees within the bargaining unit. The Union will not receive the addresses of those employees who request in writing that such information be withheld. Copies of such requests shall be forwarded to the Union.

4.4 – Distribution of MOU

The Court shall provide the Union with one original copy of this MOU and shall post the MOU on its intranet or internet site.

Article 5 – Union Representation

5.1 – Union Stewards

A. Union stewards shall be bargaining unit employees designated by the Union. The Union shall notify the Court Executive Officer in writing of the name of the Union's four (4) stewards for the Miscellaneous Unit. The Court will grant the stewards an aggregate of ten (10) hours per month for the following representational activities: a) attending grievance or disciplinary hearings at any step; b) attending "Weingarten" interviews; or c) preparing for a grievance or disciplinary meeting up to a maximum of one (1) hour per meeting. No more than one steward will be released to prepare for or to be present at any single event. The Union shall provide, upon request, a monthly reporting to the Court Executive Officer of all names and time used by month by stewards during work hours.

B. When a steward is attending a "Weingarten" interview, the steward will apprise his or her supervisor reasonably in advance of any meeting of his/her destination and expected time of return. The supervisor will grant the request unless work demands require the presence of the steward at that time. Upon returning to work, the steward will notify the supervisor.

C. When a steward is attending a grievance meeting, the requirements set forth in paragraph A, above, shall apply. However, if the steward's supervisor deems that the work demands require the presence of the steward during a time that the parties have pre-scheduled a grievance meeting, the Union may request that the grievance meeting be postponed for no more than five (5) working days. If the grievance meeting is postponed, the grievant's time periods for advancing the grievance to the next level shall be adjusted commensurately.

D. Stewards shall be entitled to an aggregate of forty-eight (48) hours of leave per year for representational-related training. Stewards may use vacation or compensatory time off for such leave. If the steward has exhausted all his/her vacation and compensatory time off, he/she may request leave without pay which the Court Executive Officer has discretion to grant or deny.

5.2 – Labor Management Meetings

By mutual consent, the Court and the Union will participate in labor management meetings. Union stewards will be released on paid time to attend said meetings, which will not count against the aggregate ten (10) hours provided for in Section 5.1A above.

5.3 – Negotiating Committee

The Union may designate up to three (3) employees in addition to the Union staff negotiator(s) on the Union's negotiating committee. Negotiating committee members shall be released from their work assignments to attend the negotiation sessions with no loss in pay or benefits, but in no instance shall they accrue or be paid overtime as a result of attendance at the negotiation sessions.

Article 6 – No Strikes or Lockouts

6.1 – No Strikes or Lockouts

The Union, its officers, agents, representatives, stewards and members, and all other employees shall not engage in any strike, sympathy strike, work stoppage, or other interruption of work of any of the Court's operations. The Court will not lock out employees. In the case of an impasse being declared by either party after the expiration of this MOU, this section will no longer be in effect until the parties enter into a subsequent MOU.

6.2 – Crossing Sanctioned Picket Lines

If an employee is expected to cross a picket line set up due to a labor dispute sanctioned by the Tri-Counties Central Labor Council, and if crossing that picket line is in conflict with the employee's conscience, the Court Executive Officer or his/her designee will meet with the Union, upon request, to discuss ways in which the Court and the employee might be able to resolve this conflict.

Article 7 – Personnel Files

A. Maintenance of Files

The Court shall maintain a personnel file for each employee. Employees shall have the right to review their personnel files at reasonable times during normal working hours and make copies of material(s) contained within their personnel files. No adverse material may be placed into an employee's personnel file without a copy also being furnished to the employee at the same time.

B. Additional Material

Employees shall have the right to respond in writing to adverse material placed in their personnel files and to have their written response placed in the file. In addition, employees may place in their personnel files a reasonable amount of correspondence originating from other sources that is directly related to their job performance.

C. Length of Time in File

Reports of unfavorable performance or conduct shall be removed from an employee's personnel file after two years, provided no additional related reports have been issued during that period. Reports involving gross misconduct or a criminal act shall not be removed from the file.

Materials relating to suspensions that have become final will be removed from an employee's personnel file after eight years provided no other suspensions have occurred during the eight-year period. Suspensions for gross misconduct or a criminal act shall not be removed from the file. Materials relating to disciplinary actions recommended but not taken, or disciplinary actions overturned at any step or on appeal, shall be removed from the file immediately.

Reports of unfavorable performance or conduct and materials relating to suspensions may be removed from an employee's personnel file sooner than provided in this section by agreement of the Court and the employee.

Article 8 – Probationary Periods

8.1 – Probationary Period for New Hires

Each newly hired employee shall serve a probationary period of six (6) months that may be extended in the Court's discretion by three (3) months not more than twice (not to exceed a total of twelve (12) months). The employee shall be provided with advance notice of any extension of his or her probation. A leave of absence without pay shall not be credited toward completion of the employee's probationary period. Probationary employees do not have the right to the disciplinary action procedures contained in Article 9 below, or to grieve disciplinary actions under Article 8 of this MOU.

8.2 – Probationary Period for Promoted Employees

Employees promoted into a new position shall serve a probationary period of six (6) months that may be extended in the Court's discretion by three (3) months not more than twice (not to exceed a total of twelve (12) months). The employee shall be provided with advance notice of any extension of his or her probation. Prior to the end of the probationary period, an employee receiving an unsatisfactory evaluation shall be returned to a position in his or her previous classification, if available, at his or her previous rate of pay bumping out any less senior incumbent employee in the classification, if necessary. If the employee is returned to his or her former position or another position in the employee's previous classification, the employee will receive seniority credit in the former position for all time spent in the promoted position.

Article 9 – Performance Evaluations

Employees will be evaluated at least once per year. Only the employee's current and immediate past supervisor(s) having direct knowledge of their performance shall evaluate employees covered by this agreement. Employees shall be given an opportunity to read and sign performance evaluations prior to the placement of such material in the employee's personnel file. Employees shall also be given the opportunity to prepare a written statement responding to the evaluation, which will also be added to the employee's personnel file. Employees may take up to twenty (20) working days in which to submit the written response.

Article 10 – Grievance/Complaint Procedure

10.1 – Purpose

A. This grievance/complaint procedure shall be used to process and resolve grievances arising under this MOU and employment-related complaints.

B. The purposes of this procedure are:

1. To resolve grievances and complaints informally at the lowest possible level.

2. To provide an orderly procedure for reviewing and resolving grievances and complaints promptly.

10.2 – Definitions

A. A grievance is a dispute of one or more employees, or a dispute between the Court and the Union, involving the interpretation, application, or enforcement of the express terms of this MOU.

B. A complaint is a dispute of one or more employees involving the application or interpretation of a written Court rule or policy or a Court practice not covered by this MOU.

C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.

D. As used in this procedure, the term "party" means the Union, an employee, or the Court.

E. A "Union representative" refers to a Union steward or staff representative.

10.3 – Time Limits

Each party involved in a grievance or complaint shall act quickly so that the grievance or complaint may be resolved promptly. Every effort should be made to complete action within the time limits contained in this procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

10.4 – Waiver of Steps

The parties may mutually agree to waive any step of this procedure.

10.5 – Presentation

At any step of the grievance or complaint procedure, the Court representative may determine it desirable to hold a grievance/complaint conference. If such a conference is scheduled, the grievant/complainant or a Union steward, or both, may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step.

10.6 – Informal Grievance/Complaint

An employee's grievance or complaint shall initially be discussed with the employee's immediate supervisor within ten (10) working days of the occurrence or discovery of the alleged grievance or complaint to attempt to resolve the matter without the need for a formal grievance or complaint. Within ten (10) working days, the immediate supervisor shall give his/her decision or response in writing.

10.7 – Formal Grievance/Complaint, Step 1

A. If an informal grievance or complaint is not resolved to the satisfaction of the grievant/complainant, a formal grievance or complaint may be filed no later than fifteen (15) working days from the date of receipt of the written response to the informal grievance or complaint.

B. A formal grievance/complaint shall be initiated in writing on a form provided by the Court and shall be filed with the person designated by the department head as the first formal level of appeal. Said grievance/complaint shall include a statement as to the alleged violation, the specific act(s) causing the alleged violation and the specific remedy or remedies being sought.

C. Within fifteen (15) working days after receipt of the formal grievance/complaint, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievance/complaint.

D. No MOU interpretation or grievance/complaint settlement made at this stage of the procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this MOU or the applicable written Court policy.

10.8 – Formal Grievance/Complaint, Step 2

A. If the grievant/complainant is not satisfied with the decision rendered pursuant to Step 1, the grievant/ complainant may appeal the decision within fifteen (15) working days after receipt to the department head or designee.

B. Within fifteen (15) working days after receipt of the appeal, the department head or designee shall respond in writing to the grievance/complaint.

10.9 – Formal Grievance/Complaint, Step 3

A. If the grievant/complainant is not satisfied with the decision rendered at Step 2, the grievant/ complainant may appeal the decision within twenty (20) working days after receipt to the Court Executive Officer or designee.

B. Within twenty (20) working days after receipt of the appealed grievance/complaint, the Court Executive Officer or designee shall respond in writing to the grievance/complaint.

10.10 – Response

If the Court fails to respond to a grievance/complaint within the time limits specified for any step, the grievant/complainant shall have the right to appeal to the next step.

10.11 – Formal Grievance, Step 4

A. If a grievance is not resolved at Step 3, within twenty (20) working days after receipt of the third level response, the Union shall have the right to submit the grievance to the Court to initiate review by an independent arbitrator. If the grievance is not submitted to such review within twenty (20) working days after receipt of the third level response, it shall be considered withdrawn.

B. Within five (5) working days after the notice requesting third party review has been served on the Court, or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If, at this meeting, the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service, from which the Court and the Union shall alternately strike names until one name remains and this person shall be the arbitrator.

C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the Union and the Court.

D. An arbitrator may, upon request of the Union and the Court, issue his/her decision orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision in writing and that a copy be provided.

E. In the event of a dispute over whether an issue is a proper subject of arbitration, the arbitrator shall hear that issue prior to opening the record on the merits of the dispute. If the arbitrator determines the issue is not a proper subject of arbitration, the grievance will be dismissed and the matter considered closed. If the arbitrator determines the issue is a proper subject of arbitration, the matter will be heard on the merits.

F. The arbitrator shall not have the power to add to, subtract from, or modify this MOU. However, if the arbitrator in his or her discretion finds it necessary to interpret or apply the MOU in order to resolve the grievance, he or she may do so. In all arbitration cases involving a grievance as defined in Section 10.2.A of this Article, the decision of the arbitrator shall be binding upon the parties.

10.12 – Formal Complaint, Step 4

A. If a complaint is not resolved at Step 3, within twenty (20) working days after receipt of the third level response, the Union shall have the right to submit the complaint to the Court to initiate review by an independent arbitrator. If the complaint is not submitted to such review within twenty (20) working days after receipt of the third level response, it shall be considered withdrawn.

B. Within five (5) working days after the notice requesting third party review has been served on the Court or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If, at this meeting, the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service, from which the Court and the Union shall alternately strike names until one name remains and this person shall be the arbitrator.

C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the Union and the Court.

D. An arbitrator may, upon request of the Union and the Court, issue his/her decision orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision in writing and that a copy be provided.

E. In the event of a dispute over whether an issue is a proper subject of arbitration, the arbitrator shall hear that issue prior to opening the record on the merits of the dispute. If the arbitrator determines the issue is not a proper subject of arbitration, the complaint will be dismissed and the matter considered closed. If the arbitrator determines the issue raised in the complaint is a proper subject of arbitration, the matter will be heard on the merits.

F. The arbitrator shall not have the power to add to, subtract from, or modify any written Court rule or policy or any Court practice. However, if the arbitrator in his/her discretion finds it necessary to interpret or apply the MOU in order to resolve the grievance, he/she may do so. In all arbitration cases involving a complaint as defined in Section 10.2.B of this Article, the decision of the arbitrator shall not be binding upon the parties.

G. Upon review of the decision of the arbitrator, the Court Executive Officer or designee shall respond in writing to the Union, either affirming or altering the decision reached at the end of Step 3. In situations involving complaints, the CEO's decision at this point in the procedure is final. In the event the Court Executive Officer modifies or sets aside the decision of the arbitrator, the Court shall pay all costs of the arbitration. The Court Executive Officer will provide a written explanation to the Union as to his/her rationale for his/her decision.

Article 11 – Discipline and Discharge Standards

11.1 – Discipline and Discharge Standards

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

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

Examples of misconduct that may lead to discipline for cause include, but are not limited to, the following:

A. Misstatement of facts contained in the employee's application/resume or otherwise during the hiring process;

B. Falsifying or making a material omission on any Court document (e.g., time card, Court records);

C. Disclosure of confidential information;

D. Insubordination;

E. Excessive absence/tardiness or absence without leave;

F. Discourteous or rude conduct;

G. Possessing or bringing firearms, weapons, or hazardous or dangerous devices onto Court property;

H. Being at work while under the influence of alcohol or illegal drugs, or possessing illegal drugs while on Court property;

I. Theft of Court property or unauthorized possession of property that belongs to the Court or another employee;

J. Unsatisfactory job performance;

K. Violation of any Court rule, policy, or procedure.

11.2 – Minor Discipline

In the event that the Court imposes disciplinary action consisting of a suspension without pay of five days or less or written reprimand, the affected employee may appeal such discipline in the manner set forth in this section.

Within ten (10) calendar days of the date an employee receives a written reprimand, he or she may submit a written response to the reprimand, which will be maintained in the employee's personnel file along with the reprimand.

Step One

Within ten (10) working days of the date the employee received the disciplinary notice, the employee may file a written appeal with his or her department head. Within five (5) working days the department head shall schedule a meeting with the employee and, where applicable, his or her representative, to discuss the appeal. Within ten

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(10) working days after that meeting, or such longer period as the department head may determine is required to investigate the matter, the department head shall provide the employee with a written response to the appeal.

Step Two

A. If the issue of minor discipline is not resolved at Step 1, within twenty (20) working days after receipt of the first level response, the Union shall have the right to submit the appeal to the Court to initiate review by an independent arbitrator. If the appeal is not submitted to the Court within twenty (20) working days after receipt of the first level response, the appeal shall be considered withdrawn.

B. Within five (5) working days after the notice requesting third party review has been submitted to the Court, or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If, at this meeting, the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service, from which the parties shall alternately strike names until one name remains and this person shall be the arbitrator.

C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the Union and the Court.

D. An arbitrator may, upon request of the Union and the Court, issue his/her decision orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision in writing and that a copy be provided.

E. The arbitrator shall not have the power to add to, subtract from, or modify any written Court rule or policy or any Court practice. However, if the arbitrator in his or her discretion finds it necessary to interpret or apply the rule, policy or practice in order to make a determination, he or she may do so. In all arbitration cases involving an appeal of minor discipline as defined in Section 11.2 of this MOU, the decision of the arbitrator shall not be binding upon the parties.

F. Upon review of the decision of the arbitrator, the Court Executive Officer or designee shall respond in writing to the Union, either affirming or altering the decision reached. In situations involving minor discipline, the CEO's decision at this point in the procedure is final. In the event the Court Executive Officer modifies or sets aside the decision of the arbitrator, the Court shall pay all costs of the arbitration. The Court Executive Officer will provide a written explanation to the Union as to his/her rationale for his/her decision.

11.3 – Major Discipline

A. Notice of Discipline/Discharge

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

The Court may, at any time during the time when a charge(s) is pending against an employee, place the employee on paid administrative leave. If the employee does not respond to the charge(s) within the time

specified in the notice of proposed disciplinary action, the proposed disciplinary action will be considered conclusive and shall take effect as described in the notice of proposed disciplinary action. If the employee does respond to the charge(s) within the time specified in the notice of proposed disciplinary action, the Court shall consider the employee's response and all of the information upon which the charge(s) is based. The Court shall then issue a determination on the notice of proposed disciplinary action. If the determination includes disciplinary action consisting of a suspension of more than five (5) working days, a termination, or a demotion/reduction in pay, the employee may appeal such determination in writing, within ten (10) calendar days of the date that the Court issued the determination. If no such appeal is filed in a timely manner, the determination of disciplinary action shall stand.

B. Hearing to Review Disciplinary Decisions

In the event that an employee files a timely appeal as described in section 1 above, an evidentiary due process hearing within the meaning of Government Code section 71653 will take place. Within ten (10) days of the date that the employee files the notice of appeal, the Court and the employee, or if the employee is represented, the employee's representative, shall attempt mutually to agree to an experienced labor arbitrator to serve as the Government Code section 71653 impartial hearing officer. The parties may extend this date by mutual consent. If the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service/Federal Mediation and Conciliation Service/American Arbitration Association.

The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the Union and the Court.

The proceedings shall conform with the provisions of Government Code sections 71653 (b) through (f). The arbitrator shall issue a final decision, which shall be binding on the parties. Such decision may be reviewed only pursuant to the California Code of Civil Procedure, section 1280, et seq.

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

Court witnesses released to testify at the hearing shall be released with pay.

Article 12 – Seniority and Layoff

12.1 – Reduction in Work Force

In the event that the Court determines that a layoff for organizational necessity within the meaning of Government Code section 71652 is required, the Court will determine how and when layoffs will be conducted. Layoffs may occur on a court wide basis, in one or more departments or classifications; or as a result of the elimination of one or more court programs.

Within the class of layoff, employees will be separated from the Court based on the following order:

A. Temporary employees

B. Retired Annuitants

C. Probationary employees

D. Limited Term

E. Regular employees

12.2 – Leave of Absence

Employees on authorized leave of absence will be notified if a position in the employee's classification is abolished. The employee will be advised of such abolishment and may be laid off or displaced in accordance with these rules. If an employee is on leave and displaced by another employee with longer service, the leave will be considered revoked on the date of displacement and such employee may exercise rights under this article.

12.3 – Length of Service Defined (Seniority)

For purposes of layoff, length of service will be computed from the most recent date of the employees' appointment into regular Court service. For those employees who have transferred from the County to the Court pursuant to the provisions of the Trial Court Funding Act of 1997, with no break in employment status associated with said transfer, length of service will be computed from the most recent date of the employees' appointment into regular service with the County.

The Court's current payroll system tracks length of service, or "time in service," in units of hours. Units are earned for hours paid, with the exception of overtime hours, which do not contribute to time in service. Leave without pay hours also do not contribute to time in service totals.

12.4 – Notice

Prior to implementation of any layoff plan, the Court shall notify the Union and provide information regarding the proposed layoff plan, including the tentative date of layoff, the number of employees anticipated being affected, and the affected job classes.

Seniority lists for classes anticipated for layoff will be published and provided to the Union and potentially affected employees as soon as possible, but no later than sixty (60) calendar days prior to anticipated layoff dates. Within five (5) calendar days employees may appeal their relative position on the Seniority list(s) to the Court Executive Officer or designated representative, who will respond in writing to the employee. The decision of the Court Executive Officer is final.

Subsequent to review of the seniority list, and no later than thirty (30) calendar days in advance of the effective date of layoff, the Court will notify those individual employees who are to be laid off. Where notices are mailed, the 30 calendar day time period will begin to run on date of mailing of the notice.

12.5 – Order of Layoff and Displacement

A. Employees occupying positions in the affected class with the shortest length of service will be laid off or displaced first. In the event two or more employees with the same length of service occupy positions in the same class, the employee with the most recent date of appointment to the class will be laid off or displaced first. If a tie still exists, the determination of the order of layoff or displacement will be made by coin toss. The Court Executive Officer or designee shall develop and distribute a list of ties to the recognized employee organizations and notify them of the time and place for the tie breaking activity. The Union shall have the right to have a representative present.

B. Displacing to a Lower Class

For purposes of this section, "lower class" shall mean any other full or part-time position that is in a class that has a salary grade not greater than the salary grade of the displacing employee's present class. If an employee who is laid off had regular status in a lower class in the Court, he/she may displace an employee in the Court who has less seniority in that class than the displacing employee did in that class, regardless of the department. In the same manner, the employee thus displaced may likewise displace another employee. Should an employee have the right to displace in more than one class, he/she shall displace first in the highest class in which he/she held regular status.

C. Status of Employee upon Displacing

An employee displacing another employee must accept the salary, hours and working conditions of the lower position to which assigned. An employee displacing another employee in a lower class shall receive the highest salary in the new range that does not exceed the displacing employee's rate of pay immediately prior to displacing. The displacing employee shall also retain the merit increase eligibility date to which he or she was entitled prior to displacing.

An employee who is displaced and has a greater seniority over another employee in another court department may displace that employee. An employee in full-time position who displaces an employee in part-time position shall cease to be a full-time employee and shall become part-time employee, receiving the compensation and benefits of part-time employees. An employee who is being laid off or displaced and is eligible to displace another employee may waive the right to displace into that position by so stating in writing to the Court Executive Officer within ten (10) calendar days after the employee's first notice of layoff. An employee who waives displacement rights within the time limits shall not be considered to have resigned and shall be placed on the recall list. An employee waiving displacement rights shall be laid off as scheduled.

12.6 – Recalling Employees Separated or Displaced to another Class through Layoff

A recall list will be created listing by job class those employees who have been laid off. Recall of employees will be in the reverse order of layoff. Employees separated or displaced through layoff will be certified to positions in any class in which they had obtained regular status. Certifications in this manner will be made from the layoff eligible list in the reverse order in which the employees were laid off, the last to be laid off or displaced being the first to be certified.

A. Single Recall List for Each Class

One recall list will be established for each class in the Court. Names on such lists will be in reverse order in which employees vacated the class. This includes both the separation from service and the displacement from a higher to a lower class.

B. Recall List Exhausted

A laid off employee shall remain on the recall list until that employee refuses an offer of employment or until eighteen (18) full calendar months have elapsed from the date of that employee's original layoff, whichever occurs first.

C. Order of Eligible Lists

Recall lists take precedence over any other lists (i.e. promotional list, open list) until the recall list is exhausted or abolished.

12.7 – Refusal of Employment

Laid off employees whose names appear on a valid recall list shall have their names removed from that list whenever:

A. An employee refuses an offer of reemployment in the Court to a position equivalent to the one they held previously; or

B. An employee fails to respond in writing to a written notice of recall to work within fifteen (15) calendar days. In that event, the laid off employee shall be mailed written notification of name removal within five (5) calendar days of the removal. Such notification shall include the basis for removal. The removal of an employee's name from a layoff eligible list shall not constitute disciplinary action. It may be appealed to the Court Executive Officer.

12.8 – Notification to Employee Representatives

The Court Executive Officer shall notify, in writing, within ten (10) calendar days, the appropriate employee representative of either an employee's recall or removal from the layoff eligibility list. Such notification shall include the basis for action.

12.9 – Temporary Work

No temporary help employee(s) will be retained in a job classification where there are employees on a recall list for the same position, unless the employee(s) on the recall list refuse the extra help work or do not possess the necessary specialized skills for the position.

12.10 – Temporary Work for Laid-Off Employees

Laid off employees who elect to be available for temporary work shall be given preference for temporary work in the classification from which they were laid off or any other vacant position for which they qualify. The election to be available for temporary work may be made at the time of layoff, or in writing at any time. Laid off employees may decline to be available for temporary work and may decline such work itself without affecting any rights under this Article.

12.11 – Temporary Employees

The court will adhere to government code 71601 (m) defining limitations on temporary court employees. Disputes that arise pursuant to this section may be addressed through the complaint procedure defined in Article 10 of the MOU, and shall not be subject to binding arbitration.

Article 13 – Pay Practices

13.1 – Salaries

Effective the pay period that includes July 1, 2018, or following ratification, whichever is later, employees will receive a three percent (3%) ongoing base-wage increase.

Effective the pay period that includes July 1, 2019, employees will receive a two-percent (2%) ongoing base-wage increase.

Effective May 1, 2019, the parties shall reopen this Agreement for the purposes of meeting and conferring over an additional increase to straight time hourly wages only. It is the intent of the parties to conduct these negotiations during the period between May 1, 2019 and May 31, 2019. Any increase to the base-wage must be reached by mutual agreement only.

13.2 – Basic Pay Plan

The Basic Pay Plan consists of the salary ranges and the assignment of classes to such ranges as provided in the appendices. Each employee shall be paid within the range for his or her class according to the following provisions, unless otherwise provided in the appendices.

A. Step One

The first step in each range is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or an unusually qualified person is engaged, the Court Executive Officer may approve appointment at a higher step.

B. Step Two

Employees shall advance to the second salary step at the conclusion of their probationary period.

C. Step Three

Employees shall advance to the third salary step after the accumulation of twelve months of satisfactory service at the second step.

D. Step Four

Employees shall advance to the fourth salary step after the accumulation of twelve months of satisfactory service at the third step.

E. Step Five

Employees shall advance to the fifth salary step after the accumulation of twelve months of satisfactory service at the fourth step.

F. Time for Salary Adjustment

Salary adjustments shall be made on the first day of the pay period following the pay period in which the required accumulation of months of satisfactory service occurs.

13.3 – Effect of Promotion, Demotion, Transfer, or Leave Without Pay on Salaries

A. Promotion

An employee who is appointed to a position of a class with a higher salary range/grade than he or she previously occupied shall be placed at the step in the new salary range that is closest to five percent (5%) but not less than four percent (4%) higher than their previous salary level.

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B. Demotion

Notwithstanding the provisions of Section 13.2, upon demotion of a non-probationary employee, that employee's salary shall be adjusted to the highest step in the new class that does not exceed the salary received in the former class.

C. Voluntary Demotion

In the event of a voluntary demotion required by a work-related illness or injury and a resulting disability, the employee's salary shall be placed at the step in the range that corresponds most closely to the salary received by the employee at the time of injury. In the event that such a voluntary demotion would result in a salary loss of more than ten percent, the employee's new salary shall be set at the rate closest to, but not more than, ten percent below the employee's salary at the time of injury.

D. Transfer

Upon transfer to a classification in the same pay range, an employee's salary shall remain unchanged. The Court will consider all written lateral transfer requests from qualified candidates for posted positions prior to promotional placement, giving due consideration to seniority.

E. No Loss of Time-in-Step

Notwithstanding the provisions of Section 13.2, no salary adjustment upon promotion, demotion or transfer shall affect a loss of time acquired in the former salary step, and time acquired in the former salary step shall be included in computing the accumulation of the required months of service to be eligible for further salary increases.

F. Leave Without Pay

Any time spent in a leave without pay status shall not be counted as time spent in a salary step for purposes of computing the eligibility of an employee for further salary increases. All time spent on industrial leave shall be counted.

13.4 – Working Out-of-Class

A. An employee is working "out of class" when he/she spends more than fifty percent (50%) of his or her time over the course of more than ten (10) consecutive work days performing assigned duties and responsibilities associated with an existing higher level classification that do not overlap with the classification in which the employee currently holds an appointment.

B. No employee will receive pay for working out-of-class unless the assignment to work out-of-class has been made by the employee's supervisor. If an employee is assigned to work out of class, the Court will appoint the employee to the higher classification on an interim or provisional basis, effective the first Monday on or following the eleventh (11^{th}) consecutive day of the employee's assignment to the work associated with the higher job class.

13.5 – Legal Process Courtroom Differential

Legal Process Clerk classifications within the Courtroom Operations Department who are permanently assigned to a courtroom will receive a monthly stipend to compensate for the additional demands associated with those duties. The stipend is two hundred ($200) per month.

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Article 14– Hours of Work

14.1 – Workweek

For payroll purposes, the workweek shall consist of seven days beginning at 12:01 a.m. Sunday morning and ending at 12:00 midnight on the following Saturday. Regular work hours for Court employees, unless otherwise specified, are from 8:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of Court holidays.

14.2 – Work Schedules

A. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employee work schedules shall not be changed without 24-hour prior notice. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week. Nothing herein shall be construed to modify whatsoever a work week as defined by Section 14.1 of this MOU.

B. The Court shall determine work schedules including regular starting and quitting times. The Court may establish staggered work schedules.

C. Employees may have the ability to work flexible hours upon request of the employee with Department Head approval.

D. The Court and the Union jointly recognize that regular authorized rest periods are beneficial both to employees personally and to the productivity of the Court. Subject to work assignments and departmental requirements:

1. Two 15-minute rest periods shall be allowed during each 8-hour workday;

2. A rest period or a meal break should be allowed near the end of each two hour period of work including overtime;

14.3 – Regular Overtime

A. "Overtime" means the time spent in the performance of work ordered by a Bench Officer or the Court Executive Officer or his or her designee, which is in excess of forty hours in any workweek.

B. 1. Employees shall receive either compensatory time off or pay calculated at time and one-half for all authorized paid time in excess of forty hours in any workweek. The determination as to whether overtime shall be paid or compensatory time off shall be granted is at the sole discretion of the Court Executive Officer or his/her designee. When an employee has accumulated the maximum allowable compensatory time, any overtime worked thereafter will be paid at the rate of time and one-half. At the time of separation from service with the Court, unused compensatory time off shall be paid at the rate of the higher of the following: (i) the average regular rate received by the employee during the final three years of his/her employment; or (ii) the final regular rate received by the employee. Management will not unreasonably deny proper employee requests for use of compensatory time off.

2. The maximum accumulation of compensatory time by each employee per fiscal year will be established at the discretion of the Court Executive Officer or his or her designee. In no event can an employee accumulate compensatory time off in excess of one hundred twenty (120) hours for eighty (80) hours worked.

C. An employee must use his/her personal leave day before using a full day of compensatory time.

D. Pursuant to the Fair Labor Standards Act, and under circumstances specified therein, time official court reporters spend performing transcript preparation duties shall not be considered as hours worked for purposes of determining overtime compensation.

E. Employees who are ordered by a Bench Officer or the Court Executive Officer or designee to spend time in the performance of work which exceeds eight hours in any given day may choose premium time (either compensatory time off or pay calculated at time and one-half, determined by the Court per 14.3(B)(1) above in lieu of an adjustment to their schedule for the balance of the workweek. Employees may still agree to a schedule adjustment to avoid a workweek which exceeds forty hours if proposed by the Court.

Article 15 – Leave Provisions

15.1 – Voluntary Unpaid Leave Time

Miscellaneous Unit employees may request forty eight (48) hours of voluntary unpaid leave time per fiscal year. Requests for voluntary unpaid leave time pursuant to this section shall be treated as leave without pay, shall be subject to the approval of the Court Executive Officer or designee, and shall be granted in situations in which court operations will not be adversely affected. For the purposes of this section, voluntary unpaid leave time shall count as time spent in the salary step for purposes of computing the eligibility for further salary increases.

15.2 – Sick Leave

A. Sick Leave Accrual

1. All regular full-time employees shall accrue sick leave at the rate of 3.69 hours for each pay period of service. Accrual of sick leave shall be limited to two hundred sixty (260) working days. Accrual for eligible part-time employees shall be prorated accordingly.

2. For purposes of benefit accrual, service shall be defined as all paid work time and all paid leave time.

3. Unless otherwise required by law, computing of sick leave shall be based on a one-half hour minimum.

B. Sick Leave Pay

For purposes of benefit payment, total rate of pay shall be defined as salary determined by the step to which the employee is appointed in the salary range of the class to which the employee's position is assigned.

C. Sick Leave Use

1. Sick leave with pay shall only be granted upon notification of the employee's immediate supervisor or his or her designee in cases of illness or disability, including disability resulting from pregnancy, or in the event of illness or death of a relative as set forth in Section 15.5 of this Article. The Court may require an employee to provide verification from a health care provider, in the case of sick leave requested for injury or illness in excess of three (3) days. In addition, an employee may be required to provide verification from a health care provider under the following circumstances:

a. When an employee has a demonstrable pattern of sick leave abuse; or

b. When the employee's supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.

2. Employees may use their accrued sick leave without limitation (and provided it has been approved) for injury, illness, or health care appointments of the employee.

3. Employees may use their accrued sick leave without limitation (and provided it has been approved) for injury, illness, or health care appointments of the employee's child, parent, spouse or domestic partner.

4. Employees may use their accrued sick leave (with approval), up to six days per calendar year, for the illness, injury, or health care appointments of a sister, brother, parent-in-law, grandparent, grandchild, the corresponding relative by affinity, or any person residing in the immediate household of the employee at the time of illness.

D. Integration of Sick Leave

In the event an employee is absent due to a court-service connected disability for which he/she is receiving disability indemnity payments under the workers' compensation provisions of the Labor Code, he/she may use his/her accumulated sick leave only to such an extent as will result in a combined monthly income from sick leave pay and indemnity payments which will be no greater than his/her regular salary for a like period of time until all balances of his/her accumulated leave are exhausted, or his/her disability indemnity payments are discontinued.

E. Sick Leave Payoff

The termination of an employee who has five years or less service with the Court as a permanent employee, shall abrogate all sick leave accumulated to the date of termination and the employee shall not be compensated in any way for such sick leave. Upon the termination of an employee who has more than five years of service with the Court as a permanent employee, such employee shall be entitled to receive payment for one-half of his/her accrued sick leave up to a maximum of 90 days at the employee's rate of pay as of the date of termination. However, in the event of termination by dismissal, the employee shall not be entitled to any payment for any accrued sick leave. Employees laid off because of a reduction in force shall not be entitled to payment for accrued sick leave unless such employee forgoes placement on any recall list that may be established by the Court, or until such time as the employee is removed from any recall list.

F Vacation Illness Conversion

If an employee on vacation becomes ill, the vacation time used may be converted to sick leave with pay. A written statement from a licensed practitioner must support the request for conversion.

G. Sick Leave Hours Exchange for Vacation Hours

1. Employees who have more than five (5) years of service with the Court as permanent employees shall be entitled to exchange two hours of sick leave for one hour of vacation. The maximum number of hours that can be exchanged during a calendar year shall be eighty (80) sick leave hours for forty (40) vacation hours. Provided however, such employees must maintain a minimum balance of thirty (30) days of sick leave, and shall only be permitted to exchange those sick leave hours over the required thirty-day sick leave balance.

2. Additionally, Article 17 – Vacation, of this agreement shall apply with respect to the maximum number of accrued vacation hours.

15.3 – Other Leave Programs

The Court will comply with applicable statutes, as amended, pertaining to Family and Medical Leave, Maternity Leave, Paternity Leave, Pregnancy Disability Leave, and Military Leave. Disputes that arise pursuant to this section may be addressed through the complaint procedure defined in Article 10 of this MOU, and shall not be subject to binding arbitration.

15.4 – Leave to Perform Jury Duty or to Respond to a Subpoena

A. Response to Summons

An employee shall be allowed to take leave from his/her duties without loss of wages, vacation time, sick leave or benefits to respond to a summons for jury selection or to serve on a jury for which the employee has been selected. Said employee must execute a written waiver of all compensation other than the mileage allowance that he or she would otherwise receive for such jury duty. No employee shall be paid more than his or her regular shift pay or regular workweek pay for jury duty service. The employee must notify his or her supervisor upon receipt of a jury summons and upon completion of jury service.

B. Witness Pay

Time spent by an employee serving as a witness in a case related to the employee's job will be considered leave with pay. Whenever any full time regular employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his/her presence as a witness, unless he/she is a grievant, party or an expert witness, he/she shall be allowed the time necessary to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits any witness fees, except mileage, with the Court.

C. Return to Work

For the purpose of this section, an employee who responds to a summons to jury duty and is not selected as a juror shall not be deemed to have performed jury duty and shall return to work as soon as practical. An employee excused from court after testifying in response to a subpoena shall also return to work as soon as practical.

15.5 – Bereavement Leave

A. The Court Executive Officer or designee shall authorize a leave of absence with pay to an employee due to the death of his/her parent, parent-in-law, spouse, child, sister, brother, brother-in-law, sister-in-law, grandchild, grandparent, domestic partner, step-relationships of the same categories, or the death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee.

Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

B. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her home, additional time off with pay shall be authorized for up to two (2) additional days (16 hours).

C. Part-time employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base.

15.6 – Leave Donation (Catastrophic Leave)

The Court will provide a catastrophic leave program for its employees.

15.7 – Promotional Exams

A. Represented employees shall be entitled to necessary time off with pay from his or her duties for the purposes of taking qualifying or promotional examinations form the Court. This shall include resulting hiring interviews for which he/she may be eligible.

B. For the purposes of this section an employee who participates in a promotional examination shall return to work as soon as possible at the conclusion of the examination or resulting hiring interview.

15.8 – Work Furlough

If during the term of this agreement, the Court determines that it is necessary to furlough due to budgetary shortfalls, SEIU agrees to meet and confer with the Court within thirty (30) days of receiving such request.

Article 16 – Court Programs

16.1 – Tuition Reimbursement Program

A. Employees will be eligible for a maximum reimbursement of three hundred dollars ($300.00) per fiscal year.

B. The reimbursement will be paid in the following manner.

1. Prior to enrolling in a course, employees must secure department head approval that the course work is job-related and submit to the department a proposed expenditure request. The department head must then obtain expenditure approval from the Court Executive Officer.

2. Upon conclusion of the course work, the employee must submit proof of a "C" grade or better, "Pass" or other appropriate notice of successful completion to his/her department head along with an expenditure claim for fees, tuition, books, or other required course materials. Such claims shall be forwarded by the department head through the Director of Human Resources to the Court Accounting Division for payment to the employee.

16.2 – Mileage Reimbursement and Use of Private Vehicles

Employees shall be reimbursed at the maximum allowable rate of reimbursement provided by Government Code Section 69505, as amended, for authorized use of their private vehicles on Court business.

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Article 17 – Vacation Time

17.1 – Vacation Time

A. Vacation is accrued at the following rates: from the start of employment to the completion of the fourth year of service at the rate of six and sixty-seven one hundredths (6.67) hours per month of full-time service; from the start of the fifth year of service to the completion of the ninth year of service at the rate ten (10) hours per month of full-time service; and, after the completion of the ninth year of service, credit shall be granted at the rate of thirteen and thirty-three one hundredths (13.33) per month of full-time service. Employees with previous work experience either with the Court or any other California Superior Court, either before or after the effective dates of the Trial Court Funding Act and the Trial Court Employment Protection and Governance Act, or as an employee of the California Traffic School Institute assigned to the Court, or an employee of a Federal State, City or County agency within the County of San Luis Obispo will be included for purposes of determining vacation accrual rates.

B. The total number of vacation hours which may be accrued is 400 hours. Once an employee has accrued this maximum, the employee ceases to accrue vacation until he/she uses vacation and drops below the maximum. Accrued, unused vacation will be paid upon termination of employment.

C. An employee must use his/her personal leave day before using a full day of vacation.

D. Employees shall accrue vacation for each year of actual full-time service; provided that permanent part-time employees shall earn and use vacation allowances on an hour for hour accrual basis, up to a maximum of forty (40) hours worked in a week.

E. For purposes of vacation accrual, full-time service shall be defined as all work time and all paid leave time.

F. Requests for vacation shall be submitted to the employee's immediate supervisor in writing in a reasonable amount of time in advance of the requested date(s), and shall be approved or denied in writing within a reasonable amount of time after submission, not to exceed five (5) working days from submission in any case. Denial of a request to use accrued vacation shall not be arbitrary or capricious, but rather shall require a finding that approval would disrupt the operations of the Court. Approval, once granted, shall not be subsequently rescinded unless, in the determination of the Court Executive Officer, an unforeseen disruption of court operations would result. In any such case, if the employee incurred actual, unreimburseable costs associated with vacation plans made after the time of the Court's original approval, the Court will reimburse the employee for those costs. The employee must submit documentation in support of the request. Costs incurred by the employee prior to the Court's written approval of the vacation request are not eligible for reimbursement by the Court.

17.2 – Vacation Cash-Out

Employees with more than five years of continuous service may -- no more frequently than once every fiscal year and at the sole discretion of the Court Executive Officer -- request pay for up to forty (40) hours of accrued vacation in lieu of time off. Vacation conversion will not be considered unless the employee would still have maintained an accrued vacation balance of at least two-hundred (200) hours after the conversion. Such vacation conversion shall be at the employee's hourly rate in effect at the time of payment. The availability of the vacation cash out program will be applied equally to all eligible employees on a fiscal year basis.

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Article 18 – Holidays

18.1 – Holidays

Bargaining unit employees shall observe the following holidays, as well as any other paid holidays established by the State for Court employees:

January 1st
Third Monday in January (Dr. Martin Luther King, Jr. Day)
February 12th
Third Monday in February
March 31st (Cesar Chavez Day)
Last Monday in May
July 4th
First Monday in September
Second Monday in October
November 11th
Fourth Thursday in November (Thanksgiving Day)
The Friday following Thanksgiving Day
December 25th
Any day appointed by the Governor for a public fast, thanksgiving or holiday

Employees will accrue one Floating Holiday (personal leave day) per fiscal year, provided it does not result in an accrual of more than one Floating Holiday at any time. The Floating Holiday must be the first full day of paid leave used (i.e., before a full day of vacation or full day of compensatory time). An unused Floating Holiday shall be cashed out upon separation from employment.

Holiday leave for Regular Part-Time Employees: For scheduled holidays, regular part-time employees shall take holiday time on the same pro rata basis as their part-time schedule bears to the full work schedule of their department. For the Floating Holiday, regular part-time employees will accrue the time on the same pro rata basis.

18.2 – Observance

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. Holidays that fall during a period when an employee is on vacation or is absent because of illness shall not be charged against the employee's vacation or sick leave balance.

18.3 – Holiday Pay

If an employee is assigned by the Court to work on a holiday, the employee shall be paid for all time worked at the rate of one and one-half the employee's regular rate of pay in addition to any holiday pay to which the employee may be entitled. Holiday work, if authorized, shall be offered first to the regular employees within the work unit.

Article 19 – Benefits

19.1 – Workers Compensation

The Court will comply with applicable sections of the California Workers' Compensation Act, as amended. Disputes that arise pursuant to this section may be addressed through the complaint procedure defined in Article 10 of this MOU, and shall not be subject to binding arbitration.

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19.2 – Health Insurance

A. The Court has the right to change medical, dental and/or vision providers during the course of this agreement.

B. Health Insurance

(1) All employees shall be enrolled in one of the health plans offered by the Court, except as otherwise noted in Article 19.2.B (3) below.

(2) Effective the pay period that includes July 1, 2018, the Court will contribute eight hundred and fifty dollars ($850) per month per employee toward the cost of each employee's benefits for those who are enrolled in the employee only coverage.

Effective the pay period that includes July 1, 2018, the Court will contribute nine hundred and twenty five dollars ($925) per month per employee toward the cost of each employee's benefits for those who are enrolled in employee plus one or more dependents coverage.

Effective the pay period that includes July 1, 2019, the Court will contribute nine hundred dollars ($900) per month per employee toward the cost of each employee's benefits for those who are enrolled in employee only coverage.

Effective the pay period that includes July 1, 2019, the Court will contribute one thousand and fifty dollars ($1050) per month per employee toward the cost of each employee's benefits for those who are enrolled in employee plus one or more dependents coverage.

Employees shall only be permitted to use the Court contribution for:

(a) Employee-only medical, vision and dental coverage;

(b) If the employee has dependent coverage, the balance of the Court contribution shall be used to pay those premiums;

(c) Any portion of the Court contribution not needed for dependent coverage shall be applied to an employee cash-out. The Court's obligation to make these contributions shall not exceed the total contribution amounts identified above. In no event shall any portion of this contribution be made available to the employee as salary or in any other manner than those provided in this Article.

(3) Employees may choose to opt not to participate in Court-provided group medical insurance, provided they submit to the Court proof of alternative medical insurance coverage. For those employees, effective the pay period that includes July 1, 2018, or following ratification, whichever is later, the Court shall contribute five hundred and twenty five dollars ($525) toward the cost of employee benefits.

Effective July 1, 2019, the Court shall contribute five hundred and thirty-five dollars ($535) toward the cost of employee benefits.

Employees shall only be permitted to use the Court contribution for:

(a) Employee-only vision and dental coverage;

(b) If the employee has dependent coverage, the balance of the Court contribution shall be used to pay those premiums;

(c) Any portion of the Court contribution not needed for dependent coverage shall be applied to an employee cash-out. The Court's obligation to make these contributions shall not exceed the total contribution amounts identified above. In no event shall any portion of this contribution be made available to the employee as salary or in any other manner than those provided in this Article.

(4) Domestic partners shall be eligible for dependent coverage under the Court's health insurance programs.

C. If the Court, during the life of this agreement, decides not to participate or to modify its participation in the CalPERS health insurance program, the Court will meet and confer with the union regarding the impacts of this decision.

D. The Court will provide each employee with a group life insurance policy with a thirty thousand dollar ($30,000) death benefit, paid for by the Court.

19.3 – Deferred Compensation Plan

Employees shall continue to be eligible to join the County's Deferred Compensation Plan, as long as the County maintains it. Said employees will be bound by the same Plan, rules and participation agreements as are generally applicable to County employees. The Union acknowledges that the County retains the right to alter, amend, or repeal the current plan, rules, and participation agreements at any time, and further acknowledges that the Court retains the right to withdraw from the County's Deferred Compensation Plan and/or to establish, alter, amend, or repeal a plan of its own, including rules and participation agreements, at any time. The Court will notify the union and, upon request, meet and confer over the impact of any decision to alter, amend or repeal the current plan.

19.4 – Employee Assistance Program

The Court will provide an Employee Assistance Program (EAP) for its employees.

19.5 – State Disability Insurance

A. Registration and Withholding

The Court will register the employees represented by the Union with the Employment Development Department for the purpose of providing State Disability Insurance (SDI) coverage.

B. Integration of Sick Leave and Vacation Pay with SDI Benefits

An employee who wishes to integrate sick leave and vacation pay with SDI benefits must provide the following information to the Court within one week of being disabled from work:

1. The date the disability or illness commenced;
2. The estimated duration of the disability;
3. A telephone number where the employee can be reached;
4. The election to use sick leave/vacation during the first week of disability;
5. Whether the employee plans to file for SDI benefits;
6. The election to integrate sick leave and vacation pay with SDI benefits.

An employee who is eligible for SDI benefits and who has made a timely election to integrate shall be paid a biweekly amount (accumulated sick leave/vacation) which, when added to SDI benefits, is

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approximately equal to the employee's normal biweekly net pay after taxes (excluding overtime). These payments shall be made on normal Court paydays.

If the employee does not notify the Court of the desire to integrate sick leave and vacation pay with SDI benefits, no integration will occur. However, one time only during the disability period, the employee may elect to integrate after the initial week has passed. In such cases, integration will occur at the start of the next pay period, and will be prospective only.

Employees must notify the Court of any change in status (either health or the length of disability) that may affect the employee's return to work.

19.6 – Flexible Spending Account Plan

The Court will provide a Flexible Spending Account plan for its employees. If included in the plan, the Court shall participate in the debit card reimbursement option as long as it is cost neutral (zero cost) to the Court. The Court retains the right to establish, alter, amend or change vendors of the Flexible Spending Account plan.

19.7 – Time in Service Recognition

The Court will recognize employees who have been employed for ten (10) years, employed for fifteen (15) years, and employed for twenty (20) years. After completing the ten (10), fifteen (15), and twenty (20) year milestones, employees will have the option of either receiving one hundred dollars ($100) or one day off with pay. If a day off is selected, the employee will have ninety (90) days from notification of the milestone to use the day off.

In Fiscal Year 2018-19 only, employees with more than ten (10) years time in service will have the option of either receiving one hundred dollars ($100)-or one day off with pay. If a day off is selected, the day must be used by the end of Fiscal Year 2018-19. Employee requests shall be submitted in accordance with Section 17.1(F) – Vacation Time.

This day is in addition to the day provided in Section 22 of the San Luis Obispo Superior Court Personnel Policies.

Article 20 – Retirement Plan

A. Tier I Benefits

For employees hired prior to January 1, 2013 the Court will continue to participate in a retirement plan, and will maintain the benefit of 2% @ 55 with an eighty percent (80%) cap on the maximum retirement benefit percentage. An employee's final average compensation will be the average of the monthly compensation of the employee's highest twelve (12) consecutive months of employment while a member of the SLO County Pension Trust.

Effective the pay period to include June 1, 2016 employees shall pay the entire employee share of pension contribution pursuant to the Public Employees' Pension Reform Act (PEPRA).

Future adjustments made to the retirement plan by the County Pension Trust Board of Trustees and/or the County Board of Supervisors will be attributed fifty percent (50%) to the Court's share and fifty percent (50%) attributed to the employee's share. Any future adjustment to the pension obligation bond rate paid to the County will be borne by the Court.

B. Tier III Benefits

Employees hired on or after January 1, 2013 shall receive retirement benefits consistent with the Public Employee's Pension Reform Act (PEPRA) or other applicable legislation. For these new hires, the employee contributions through payroll deductions will be consistent with Pension Trust regulations, PEPRA, or other applicable legislation.

Future adjustments made to the retirement plan by the County Pension Trust Board of Trustees and/or the County Board of Supervisors will be attributed fifty percent (50%) to the Court's share and fifty percent (50%) attributed to the employee's share. Any future adjustment to the pension obligation bond rate paid to the County will be borne by the Court.

C. The total amount that will be contributed to the retirement plan for each employee will be based on the employee's age at the time of entry into the plan. The Court's share of the total rate shall be equal to the employer appropriation as determined by Pension Trust. An individual employee's rate shall be the difference between the total rate and the Court's share.

D. Employees have no option to receive the contributed amounts directly instead of having them paid by the Court to the retirement plan.

E. The Court's "pick-up" of the employees' retirement plan contributions is based upon the tax treatment permitted by the California Franchise Tax Board and the Federal Government under Internal Revenue Code Section 414(h)(2) and Revenue Rulings 77-462 and 81-36. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the Internal Revenue Service or United States Department of Treasury may alter the aforementioned Revenue Rulings, either by other rulings or regulations. The Court's payment of employee social security tax is currently taxable. It is understood that this tax treatment is also beyond the Court's control.

F. The Union shall defend, indemnify and save harmless the Court, its representatives, agents and employees from any and all claims, demands, damages, costs, expenses, or liability, including, but not limited to, liability for back taxes, and all claims of any type by the Internal Revenue Service, the California Franchise Tax Board, unit members, or their heirs, successors, or assigns, arising out of this Agreement to partially pay the employees' contribution to the retirement plan or the Court's payment of the employees' Social Security Tax.

G. If the Court during the life of this Agreement decides not to participate or to modify its participation in the San Luis Obispo County Pension Trust, the Court will meet and confer with SEIU regarding the impacts of this decision.

Article 21 – Fitness for Duty

A. Whenever the Court believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the Court may require the employee to submit to an independent medical examination at Court expense. The medical examination will be separate of any medical services provided under the Court's Workers' Compensation program.

B. The purpose of such independent medical evaluations is not to determine the degree of disability the employee has suffered, but rather as to whether illness or injuries sustained restrict the employee from performing the full range of his/her normal work assignment.

C. If the Court, after the independent medical examination, determines that the employee is unable to perform his/her normal work assignments, the Court shall give the employee the opportunity to challenge the Court's medical evaluation by supplying his/her personal medical evaluations to dispute the Court's findings.

Article 22 – Safety Programs

The Court will provide a safe working environment for all employees by complying with applicable safety regulations. The parties recognize that the County is primarily responsible for maintaining County facilities and buildings.

When requested by the Union, Stewards may meet with the appropriate level of management to address employee safety and hazard concerns and attempt to correct them.

Article 23 – Notice to Parties

It is hereby agreed that any document, demand, notice or service herein permitted or required may be made whether by personal service or by depositing the same in certified United States mail with postage fully prepaid, addressed to the respective parties at the following addresses:

Superior Court of California, County of San Luis Obispo, c/o Court Executive Officer, 1035 Palm Street, Room 385, San Luis Obispo, CA 93408; Telephone 805-788-2929 or at such other addresses as the court may from time to time designate in writing.

Local 620, Service Employees International Union, c/o Executive Director, 114 Vine Street, Santa Maria, CA 93454; Telephone 805-963-0601 or at such other addresses as the Union may from time to time designate in writing.

Article 24 – Scope of Agreement

24.1 – Implementation and Effect

This Memorandum of Understanding constitutes a mutual recommendation to be submitted to the Court and the membership of the Union. It is agreed that this MOU shall not be binding upon the parties either in whole or in part unless and until the Union's membership ratifies and, the Court formally approves, said Memorandum of Understanding.

24.2 – Term

This MOU shall become effective upon ratification by the Union and approved by the Court and shall remain in effect through and including June 30, 2020. The parties will begin negotiations on a successor MOU by April 13, 2020 or as otherwise mutually agreed.

24.3 – Severability

If any provisions of this Agreement are expressly superseded by a state or federal enactment, or are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and existing except to the extent permitted by law and said provisions shall be deemed severable from all other sections hereof; but all other provisions will continue in full force and effect. Upon such severance, at the request of either party, the parties shall meet and confer as soon as possible in a good faith effort to create a substitute agreement for those provisions superseded or held contrary to law.

24.4 – Full Understanding, Modification, Waiver

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein.

Unless otherwise specifically stated in this Agreement, each party agrees that the other party shall not be required to negotiate with respect to any matter covered herein, but the parties may agree to do so.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the Court and ratified by the membership the Union.

The waiver or any breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

In the case of any conflict between the Court's Personnel Rules and Procedures and this Agreement, this Agreement shall control for all purposes.

APPROVED:

For the Court:

Ginger Garrett, Presiding Judge

6/28/18
Date

Scott Gannon, Chief Negotiator

6/28/18
Date

For the Union:

Bruce Corsaw, Local 620

6-28-18
Date

Susan Thomas, Local 620

6/28/2018
Date

Andrea Solis, Negotiating Team

6.28.18
Date

Denise Subia, Negotiating Team

6.28.18
Date

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