MEMORANDUM OF UNDERSTANDING
BETWEEN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO
AND
THE SAN LUIS OBISPO COUNTY EMPLOYEES' ASSOCIATION
COURT SUPERVISORY UNIT

October 1, 2018 – September 30, 2021

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1. DESIGNATION OF THE PARTIES

A. This Agreement is entered into by and between the Superior Court of California County of San Luis Obispo (hereinafter "Court"), and the San Luis Obispo County Employees' Association (hereinafter "SLOCEA").

B. For purposes of administering the terms and provisions of this agreement:

(1) The Court's principal authorized agent shall be the Court Executive Officer or his/her duly authorized representative (Superior Court, 1035 Palm Street, Room 385, San Luis Obispo, CA 93408; Telephone: 805-788-2929) except where a particular Court representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

(2) SLOCEA's principal authorized agent shall be SLOCEA's General Manager or his/her duly authorized representative (address: 1035 Walnut Street, San Luis Obispo, CA 93401; Telephone: 805-543-2021)

2. TERM

The term of this Agreement commences on the first day of the pay period that includes the date this MOU is ratified by both parties or on the first day of the pay period that includes October 1, 2018, whichever is later, and expires at midnight on September 30, 2021.

3. RECOGNITION

A. Pursuant to Sections 71600, et seq. of the Government Code of the State of California, the Superior Court of California County of San Luis Obispo has recognized the San Luis Obispo County Employees' Association as the exclusive representative of the employees in the Court Supervisory Unit.

B. The Association shall continue to retain, (1) its articles of incorporation dated November 2, 1969, (2) its by-laws dated October 13, 1971, and (3) its local autonomy and control over its (a) operations, (b) power to make and enforce contracts with the Court, and (c) performance of its contractual and representational obligations with the Court and its employees.

C. The term "employee" or "employees" as used herein shall refer to those persons in the Court Supervisory Unit occupying positions in the attached list of classifications (Exhibit A), which are allocated as regular full-time or regular part-time, working l2 months per year, normally working 80 hours per pay period. The list of classifications may be revised during the term of the Labor Agreement through negotiations in keeping with the Court's Employer-Employee Labor Relations Rules. Not included within the term "Employee" are all other persons in non-permanent part-time positions, temporary or extra help or persons on contract with the Court.

4. RENEGOTIATION

Negotiations shall begin no later than forty-five (45) days prior to expiration of this Agreement or otherwise as mutually agreed.

5. MANAGEMENT RIGHTS

The Court retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. 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 workload; 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 confer with SLOCEA upon request in regard to the impact of any proposed subcontracting of services, which would result in the elimination of unit members' jobs.

6. 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 workday or work week as defined by the Court.

B. The Court shall determine work schedules including regular starting and quitting times. Staggered work schedules may be established by the Court.

C. The Court and SLOCEA 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;

(3) Courts in session shall make good faith efforts to ensure that these provisions are complied with.

7. WORK LOCATION

A. Except in cases of emergencies, employees will not be reassigned from their designated normal work locations without prior notice. If the reassignment is intended as a permanent change, the Court shall give the employee at least one week's advance notice. The designated normal work location is the place at which the employee spends the largest part of her/his regular workdays or working time or the place to which she/he returns upon completion of special assignments. Said notice provision may be waived by written agreement of the employee.

B. The parties agree that employees on temporary assignment to another location will:

(1) Receive mileage reimbursement for miles traveled between home and the temporary work site that are in excess of the miles traveled between home and the employee's normal work location.

(2) Receive an estimate of the length of the temporary assignment.

8. WAGES

A. Effective the pay period that includes October 1, 2018, or upon ratification by both parties, whichever is later, the Legal Process Supervisor classification will receive a three and one half percent (3.5%) wage increase, the Courtroom Operations Supervisor classification will receive a three and one half percent (3.5%) wage increase, and the Supervising Court Reporter classification will receive a six and six tenths percent (6.6%) wage increase.

B. Effective the pay period that includes October 1, 2019, the Legal Process Supervisor classification will receive a two and one half percent (2.5%) wage increase, the Courtroom Operations Supervisor classification will receive a two and one half percent (2.5%) wage increase, and the Supervising Court Reporter classification will receive a two and one half percent (2.5%) wage increase.

C. Effective the pay period that includes October 1, 2020, the Legal Process Supervisor classification will receive a two and one half percent (2.5%) wage increase, the Courtroom Operations Supervisor classification will receive a two and one half percent (2.5%) wage increase, and the Supervising Court Reporter classification will receive a two and one half percent (2.5%) wage increase.

D. The parties shall reopen negotiations for the limited purpose of negotiating additional compensation increases to wages and health care contributions. If requested by SLOCEA, such reopener must take place beginning no later than August 1, 2020 and shall continue for thirty (30) calendar days, or until the parties reach agreement. In the event the parties do not reach agreement, the reopener negotiations shall conclude and the terms of the MOU shall remain unmodified.

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

9. 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 employee's highest twelve (12) consecutive months of employment while a member of the SLO County Pension Trust.

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. Currently the Court's share of the total rate shall be equal to the employer appropriate as determined by Pension Trust. An individual employee's rate shall be the difference between the total rate and the Court's share. Effective the pay period to include June 1, 2016 employees shall pay the employee share of pension contribution.

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

D. 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.

E. SLOCEA 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.

F. 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 SLOCEA regarding the impacts of this decision.

10. BENEFITS

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 10.B(3) below.

(2) Employee only enrollment: Effective the pay period that includes October 1, 2018 the Court will contribute eight hundred and fifty dollars ($850) per month on behalf of each employee who is enrolled in the employee only coverage.

Employee plus one or more enrollment: Effective the pay period that includes October 1, 2018 the Court will contribute nine hundred and twenty-five dollars ($925) per month on behalf of each employee who is enrolled in employee plus one or more coverage.

Employee only enrollment: Effective the pay period that includes January 1, 2019 the Court will contribute nine hundred dollars ($900) per month on behalf of each employee who is enrolled in employee only coverage.

Employee plus one or more enrollment: Effective the pay period that includes January 1, 2019 the Court will contribute one thousand and fifty dollars ($1050) per month on behalf of each employee who is enrolled in employee plus one or more coverage.

In the event the amount contributed by the Court as specified above becomes insufficient to cover "employee only" health, dental, and vision under a plan(s) offered through the Court, either party may request to meet and confer mid-term.

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 October 1, 2018, or following ratification, whichever is later, the Court shall contribute five hundred and twenty-five dollars ($525) per month toward the cost of employee benefits.

Effective January 1, 2019, the Court shall contribute five hundred and thirty-five dollars ($535) per month 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 SLOCEA 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.

11. SICK LEAVE/BEREAVEMENT 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 paragraphs (2)-(5), below. The Court may require an employee to provide verification from a health care provider, in the case of sick leave taken for injury or illness, or a death certificate, in the case of sick leave taken for bereavement, regarding the sick leave requested or taken.

(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 or spouse.

(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

(1) 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; provided that 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 declines 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. 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 two hundred and forty (240) hours of sick leave, and shall only be permitted to exchange those sick leave hours over the required two hundred and forty hour (240) hour sick leave balance.

(2) Additionally, Article 14(B), Vacation Time, of this agreement, shall apply with respect to maximum number of hours of accrued vacation hours.

G. BEREAVEMENT LEAVE

(1) 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, spouse, child, sister, brother, grandchild, grandparent, domestic partner, and the corresponding relative by affinity, 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.

(2) 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).

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

12. DISABILITY INSURANCES

12.1 Long Term Disability Insurance (LTD)

Effective upon ratification of the Agreement, or as soon as thereafter as permitted by the Long Term Disability Insurance benefit carrier, the Court shall enroll and pay for Unit 19 employee's participation in the Long Term Disability Insurance benefit plan.

12.2 State Disability Insurance (SDI)

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 within 120 days of the effective date of this MOU.

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 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.

13. PAY ON PROMOTION

A. Any employee who is promoted to a classification with a higher pay range shall be placed on the step of the range allocated to the new classification which would grant such employee an increase in pay nearest to five percent (5%) but not less than four percent (4%) over the pay previously received by the employee; provided, however, the increase may exceed five percent (5%) at the discretion of the Court Executive Officer, and that such increase shall not exceed the top step of the range allocated to the new classification.

B. The Court Executive Officer may authorize the placement of employees at any step within their classification's salary range.

14. 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 three and eight one hundredths (3.08) hours per pay period of full-time service (80 hours/year); from the start of the fifth year of service to the completion of the ninth year of service at the rate of four and sixty two one hundredths (4.62) hours per pay period of full-time service (120 hours/year); and, after the completion of the ninth year of service, credit shall be granted at the rate of six and sixteen hundredths (6.16) per pay period of full-time service (160 hours/year). Employees with previous experience as an employee of either 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, will receive credit for that time served only for purposes of determining their vacation accrual rate when they start employment with the Court. For newly hired employees, commencing with the parties' new MOU, employment with Federal, State, City or County agencies within the County of San Luis Obispo will be included for purposes of determining vacation accrual rates. For existing employees seeking credit for previous time served, the adjustment to their vacation accrual rate will be prospective only from the date the Court receives notification from the employee.

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. Regular part-time employees shall earn 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 ten (10) 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.

15. JURY DUTY

A. Time spent on jury duty will be considered as time worked for the day and the actual hours utilized will reduce the scheduled workday accordingly.

B. Employees will be granted jury duty time whether or not the hours of jury duty fall within his/her regular work hours.

16. WITNESS PAY

A. The parties agree that time spent serving as a witness in a case related to the employee's job, will be considered leave with pay.

B. Whenever any full time permanent 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.

17. DEFERRED COMPENSATION

Unit members 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. SLOCEA 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.

18. EDUCATION REIMBURSEMENT

A. Employees will be eligible for a maximum reimbursement of five hundred dollars ($500) 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 coursework, 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's Fiscal Services Department for payment to the employee.

(3) Education reimbursement may be used for all expenses related to approved coursework, seminars, or job-related professional training, including: registration fees, tuitions, travel, lodging, and meal expense.

19. BILINGUAL DIFFERENTIAL

A. Employees designated by their department head to perform bilingual duties shall receive a monthly stipend to compensate for the additional skill demands placed upon them.

B. The stipend shall be either $80 per month for less than full-time use, or $150 per month for intense use that is required for successful performance of their duties.

(1) The $80 rate shall be paid to Court employees who use bilingual skills on a frequent but intermittent basis. This skill is secondary to the normal job function.

(2) The $150 rate shall be paid Court employees who use bilingual skills every workday as a regular and routine part of the job. The use of bilingual skills is a primary element of these employees' jobs.

(3) A proficiency differential of an additional $30 per month shall be paid to employees who have the ability to translate correspondence.

C. In any case, the Court must determine that bilingual skills are essential for the successful performance of that job. Rules regarding the administration of this Article shall be set forth in the Court's personnel policies. Discretion for this differential remains with the Court Executive Officer or his designee.

20. ORIENTATION

At any Court orientation program for new Court employees within SLOCEA represented bargaining units, the Court will distribute to new employees represented by SLOCEA an envelope of orientation material supplied by SLOCEA. The material provided and distributed will be intended to introduce SLOCEA and shall be satisfactory to the Court Executive Officer or designee. At any formal Court orientation program, the Court agrees to allow a representative from SLOCEA 15 minutes of time to review the orientation materials provided by SLOCEA.

21. TIME-IN-SERVICE

A. Time-in-service units shall be accrued based on employee type—full-time, three-quarter time, or half-time.

B. If the employee works the minimum hours for his/her type, full time-in-service is accrued. Therefore, if the employee works more than the minimum number of hours for his/her type, no additional time in service is accrued.

C. If the employee works less than the minimum number of hours for his/her type, he/she will accrue time-in-service in the proportion that the actual hours worked bears to the minimum for his/her type.

D. Time-in-service shall be defined as all work time and paid leave (vacation and sick leave) time.

E. Longevity 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 receive one day off with pay during the year of each milestone. Qualifying employees will have ninety (90) days from notification of the milestone to use the day off.

22. REGULAR OVERTIME

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

B. Any time used by employees traveling to and from seminars, conferences or training sessions which is beyond the normal working hours of the employee shall not be considered as time worked, and shall not be used to compute overtime unless specifically authorized by the Court Executive Officer or his or her designee in advance of travel.

C. 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.

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.

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

23. HOLIDAYS

A. The Court may change the terms and conditions controlling the use of paid holidays for all permanent and probationary employees of this unit during the term of this Agreement.

B. The Court's holidays shall be:

1. January 1 (New Years Day);
2. The third Monday in January (Martin Luther King Day);
3. February 12 (Lincoln's Birthday);

4. The third Monday in February (President's Day);
5. March 31 (Cesar Chavez Day)
6. The last Monday in May (Memorial Day);
7. July 4 (Independence Day);
8. First Monday in September (Labor Day);
9. The second Monday in October (Columbus Day);
10. November 11 (Veterans Day);
11. That day in November designated as Thanksgiving Day;
12. The Friday in November immediately following the day designated as Thanksgiving Day;
13. December 25 (Christmas Day);
14. Any day appointed by the governor for a public fast, thanksgiving or holiday.

C. Employees will accrue four personal leave days per fiscal year, provided it does not result in an accrual of more than four personal leave days at any time. The personal leave day 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 personal leave day shall be cashed out upon separation from employment.

Permanent status part-time employee shall accrue this personal leave time on the same pro rata basis as their part-time schedule bears to the full work schedule of their department.

D. Holiday Leave for Permanent Part-Time Employees: Permanent 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.

24. SLOCEA RIGHTS

A. SLOCEA officers may utilize reasonable time during normal working hours for meeting and conferring with authorized Court management personnel, subject to advance scheduling. The President of SLOCEA may, after getting approval by the affected department head, use up to forty (40) hours per year of paid leave time, to attend employee association conferences. This use of paid leave time is contingent upon SLOCEA's approval and reimbursement to the Court of the salary and benefit costs associated with the paid leave. Any time off not approved and reimbursed by SLOCEA may be taken off using accumulated vacation, compensatory time off, or leave of absence without pay at the discretion of the President, but in no event shall the total time off each year exceed forty (40) hours.

B. Job stewards shall be bargaining unit employees designated by SLOCEA. SLOCEA shall notify the Court Executive Officer in writing of the name of SLOCEA's one (1) job steward for the Court Supervisory Unit. The Court will grant the job steward an aggregate of two (2) hours per month for the following representational activities: a) attending grievance hearings at Steps 2 and 3; b) attending "Weingarten" interviews; or c) preparing for a grievance meeting up to a maximum of 30 minutes preparation per meeting. SLOCEA shall provide a monthly reporting to the Court Executive Officer of the name and time used by month by the job steward during work hours.

C. 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.

D. When a steward is attending a grievance meeting, the requirements set forth in paragraph C, 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, SLOCEA 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.

E. The SLOCEA steward shall be entitled to an aggregate of four (4) hours of leave per month for representational-related training. The steward 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.

F. The Court agrees to allow SLOCEA one (1) steward for the Court Supervisory Unit.

25. GRIEVANCE PROCEDURE

25.1 – Purpose

A. This grievance procedure shall be used to process and resolve grievances arising under this MOU.

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

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

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

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

25.3 – Time Limits

Each party involved in a grievance shall act quickly so that the grievance 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.

25.4 – Waiver of Steps

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

25.5 – Presentation

At any step of the grievance procedure, the Court representative may determine it desirable to hold a grievance conference. If such a conference is scheduled, the grievant 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.

25.6 – Informal Grievance

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

25.7 – Formal Grievance, Step 1

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

B. A formal grievance 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 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, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievance.

D. No MOU interpretation or grievance 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.

25.8 – Formal Grievance, Step 2

A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant 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.

25.9 – Formal Grievance, Step 3

A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant 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, the Court Executive Officer or designee shall respond in writing to the grievance.

25.10 – Response

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

25.11 – 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 25.2.A of this Article, the decision of the arbitrator shall be binding upon the parties.

26. DISCIPLINE AND DISCHARGE

A. The parties hereto agree that the procedure described in "Policy 14" of the Courts "Personnel Policies and Procedures Manual" as revised on September 22, 2014, shall also be utilized by Bargaining Unit 19 employees in appealing all disciplinary actions imposed by the court.

B. The cost of the arbitrator shall be borne equally by the Court and appellant, or SLOCEA, if the appellant is a SLOCEA represented employee.

27. EMPLOYEE SAFETY

A. The Court shall make every effort to provide and maintain a safe place of employment. SLOCEA shall urge all employees to perform their work in a safe manner. Employees should be alert to unsafe practices, equipment, and conditions and report any such unsafe practices, equipment, or conditions to their supervisor.

B. The Court and SLOCEA agree to meet quarterly to address any safety related concerns.

28. PROBATIONARY PERIOD

A. 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 Policy 14 – Discipline and Discharge, or to grieve disciplinary actions under article 25 of this MOU.

B. 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.

29. 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.

30. USES OF COURT FACILITIES

A. The Court will provide space in Rooms 220 and 385 of the Main Court and in the break areas of each of the branch locations, for SLOCEA to place a bulletin board that is 18" x 24" in size. SLOCEA may post on these boards official business of the Association. 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 SLOCEA.

B. SLOCEA 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 be limited to activities pertaining directly to employer-employee relationships and not to internal employee organization business such as soliciting membership, campaigning for office or organization elections, and 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 members regarding official SLOCEA business (e.g., notice of upcoming meetings), provided that prior review and approval of the Court Executive Officer is obtained regarding the content of the communication; and 2) employees may make incidental personal use of the electronic mail system, during non-work hours, provided that such use does not include solicitation or distribution for any purpose and is consistent with the Court's policies on use of the electronic mail system.

31. ASSOCIATION SECURITY - DUES DEDUCTION

A. Any employee in the unit who is currently or, after the effective date of this agreement, becomes a member of SLOCEA, 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 SLOCEA membership by notifying the Court and SLOCEA through written cancellation of SLOCEA dues deduction.

B. The Court agrees to continue automatic payroll deduction of SLOCEA dues and additionally agrees to continue automatic deduction for SLOCEA premiums which are not duplicative of or competitive with the Court's 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 further agrees to issue a monthly check, payable to SLOCEA, for the total amount of the individual deductions.

C. SLOCEA shall indemnify and save harmless the Court of San Luis Obispo, its representatives, agents, and employees from any and all claims, demands, damages, costs, expenses, or liability arising out of this Article.

32. 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 of SLOCEA.

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 its terms and provisions.

33. CONCERTED ACTIVITIES

A. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the Court by SLOCEA or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.

B. SLOCEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the Court by employees who are represented by SLOCEA, SLOCEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

C. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the Court.

34. IMPLEMENTATION AND EFFECT

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

35. PROVISION OF LAW

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.

For the Court:

Ginger Garrett
Presiding Judge

Date: 11/29/18

For SLOCEA:

Pat McNamara
SLOCEA General Manager

Date: 11/27/2018

Exhibit A

Superior Court of California
County of San Luis Obispo

Job Classifications - Bargaining Unit 19

Class Code	Title
225	Supervising Court Reporter
251	Courtroom Operations Supervisor
255	Legal Process Supervisor