



MEMORANDUM OF UNDERSTANDING



BETWEEN
THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF HUMBOLDT
AND
LOCAL 1684,
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO
MAIN UNIT

September 1, 2019 through
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MEMORANDUM OF UNDERSTANDING

1 ADOPTION OF MEMORANDUM OF UNDERSTANDING

1.1 Adoption Statement

The representatives of the Superior Court of California, County of Humboldt, (hereinafter termed the Court), and the representatives of the AFSCME Local 1684, AFL-CIO, Main Unit (hereinafter termed the Union), after having met and conferred in good faith, have herewith reached an agreement on wages, hours and terms and other conditions of employment within the Scope of Representation pursuant to the Trial Court Employment Protection and Governance Act (hereinafter termed the Act): Government Code §§71600 et seq. This MOU shall become effective only upon approval by the Superior Court of California, County of Humboldt and ratification by the membership of AFSCME Local 1684.

2 RECOGNITION

2.1 Employee Parameters

The Court recognition of AFSCME Local 1684 as the recognized employee organization of employees is purposefully limited to a trial court employee who has been appointed to a full or part time position:

- A. 1. In one of the classifications listed in the Court Representation Unit set forth in Appendix A herein;
- 2. Unless the employee in one of such listed classifications is designated "Confidential" pursuant to the Court Employer-Employee Relations Policy Section III. D. 2. C and Appendix A thereof; and
- 3. Unless the position is a subordinate judicial officer or has been designated by the Court Executive Officer or designee (hereinafter termed CEO) as managerial or confidential; and
- B. Whose appointment status is Permanent except when the employee's appointment status is Probationary or Temporary because the employee, who has already attained permanent status in another Court position, has accepted a Probationary or Temporary appointment.

2.2 Amendments

If classes are added, modified, or deleted, amendments to the list set forth in Appendix A may be made at the discretion of the CEO only after proper advance notification to, and consultation process with, the Union.

2.3 Job specifications

Job specifications shall be amended only after notification to and consultation with the Union.

3 MANAGEMENT/SUPERVISORY/CONFIDENTIAL EXCLUSION

3.1 Exclusion

In the event that the Act is amended or superseded during the term of the Memorandum of Understanding with reference to the subject of exclusion of managers, supervisors or confidential employees from any represented unit, both the Court and the Union agree to meet and confer forthwith on the effect of such amendment or supersession. Nothing in this Article is meant to limit the rights of such groups to petition for representation or unit modification under the process outlined in the EERP.

4 UNION REPRESENTATIVE RELEASE TIME

4.1 Representatives

AFSCME will notify the HR Director, in writing (including email), of the names of the representatives selected to represent the Union no later than three (3) business days prior to any formal meet and confer or meet and consult session when practicable. A reasonable number of representatives shall be allowed reasonable time off without loss of compensation or other benefits when formally meeting and conferring or consulting with a designated Court representative on matters within the scope of representation.

4.2 Scheduling Meetings

Preferably, meeting and conferring or consulting shall be conducted on an actual Court workday ("actual Court workday" is defined as: "a day that the Court is open for business") between 8:00 a.m. to 5:00 p.m., unless otherwise agreed upon by the parties.

4.3 Shift Adjustment

For equity of application, employee representative shift workers whose regularly scheduled shift occurs at other than 8:00 a.m. to 5:00 p.m. or whose regularly scheduled days off are other than Saturday and Sunday, may have their regularly scheduled shift adjusted to accommodate a meet and confer or meet and consult session by the representative's Court Manager, in consultation with the HR Director, solely on the basis of projected workload and work schedules.

4.4 Shift Accommodation

The decision of the representative's Court Manager, in consultation with the HR Director, shall be a final and binding decision. If adjustments to the work schedule(s) cannot be made to accommodate the employees' representatives, the designated Court representative(s) will arrange their schedules to accommodate the convenience of the Union representatives in scheduling meet and confer or meet and consult sessions.

4.5 Advance Notice

Union representatives shall receive release time from their scheduled Court work shift for meetings with Court representatives, caucus time, and travel time to and from meetings. Release time for other periods may be approved by the CEO. Whenever practicable, advance notice of two full Court work days during which the Court is open for business shall be made to the employee's manager prior to the time when release time shall be needed.

4.6 Meeting Rights/Obligations

Nothing in this provision shall be construed to limit the rights and obligations of Union representatives in regard to grievance representation or other spontaneous situations where Union representatives need to meet with management representatives in the normal representational process.

5 ACCESS AND USE OF COURT FACILITIES

5.1 Access Provisions

Representatives of the Union shall be allowed access to Court facilities to meet with employees in classifications in unit(s) represented by the Union subject to the following provisions:

5.1.1 Representational Access

5.1.1.1 The Union representative shall notify the designated Court representative prior to the time and place of the proposed visit;

5.1.1.2 The Union representative shall not interfere in any way which may impair the work activity of employees who are not directly involved with the representational issue or which may interfere with the normal operation of a Court function or activity;

5.1.1.3 The designated Court representative shall not unreasonably govern Union representative access. Only job related/work activity reasons shall suffice as reasons for rescheduling the Union representative's representational visit.

5.1.2 Nonrepresentational Access

5.1.2.1 The Union representative must obtain prior permission of the designated Court representative as to the time and place of the proposed visit;

5.1.2.2 The Union representative shall confine their visits to non-restricted areas of Court facilities and to times when the normal work activity of employees or a normal function or activity of the Court is not in any way impaired. Restricted areas are deemed to be those set aside from casual entrance by the public. In the event of a request by the Union representative to visit employees stationed in such restricted areas, or at a time inconvenient to the Court, alternate sites and times for such a meeting shall be provided where reasonably available;

5.1.2.3 The occurrence of the visit does not adversely affect or inconvenience an employee who is or is not a member of the Union or the bargaining unit.

5.2 Court Facilities

The Court shall allow the Union to conduct general membership meetings in Court facilities provided:

5.2.1 The meeting or use of the facility does not interfere with the normal course of Court business; and

5.2.2 Prior permission is obtained from the designated Court representative;

5.2.3 Ordinarily, no fee will be charged for the Union's use of Court-controlled facilities as provided above. However, should the Judicial Council require the Court to charge fees and/or costs to individuals and groups for use of Court-controlled facilities, the Court reserves the right to and may impose said fees and/or costs on the Union. In such event, the Union will pay such fees and/or costs forthwith upon receipt of billing from the Court.

6 UNION NOTIFICATION

6.1 New Employee

When an employee is hired into any job classification represented by AFSCME Local 1684, the Court shall notify the new employee that AFSCME Local 1684 is the recognized bargaining organization and further advise AFSCME 1684 of the new hire within five (5) business days of the employee's actual work start date, whenever practicable.

6.2 Court Responsibilities

When an employee is hired into any job classification represented by AFSCME Local 1684, the Court shall:

6.2.1 Provide the new hire with a "New Employee Benefit Information Sheet" prepared by the Court;

6.2.2 Provide a "New Employee Orientation" program. Such orientation shall include but not be limited to discussion of Superior Court of California, County of Humboldt Court Personnel Policies, Employer-Employee Relations Policy Memorandum of Understanding (EERP MOU), and the current Memorandum of Understanding. During any regularly scheduled orientation session for new employees, a Union staff representative or a union-identified employee designee shall be afforded the opportunity to meet with Court employees for up to thirty minutes for orientation of the employees to the contract and the Union with no loss of pay; and

6.2.3 The Court shall provide adequate notification to the Union of the date, time and location of all new employee orientations, including a time specific for the Union's presentation, at least ten days in advance (except in the situation of the Court's critical need which was not reasonably foreseeable). In the event that the court's operational needs or the Union's operational needs prohibit presentation, thirty minutes for the Union portion of the orientation session shall be rescheduled to a mutually agreeable time. In such circumstance neither the Union nor the Court shall unreasonably or indefinitely delay rescheduling.

6.3 Quarterly Lists

The Court shall provide the Union with a computer run of the names, employment status, date of hire, classification numbers, job title, work department, personal email address, home address, and the work, home and personal cellular telephone number of all bargaining unit employees within thirty (30) days of hire, or by the first pay period of the month following hire. The Court shall provide updates to the Union on the above information at least each quarter or more frequently as mutually agreed upon by the parties.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code section 3558 only, including specifically, but not limited to, Government Code section 6254.3(c), and the privacy provisions referenced in Government Code section 3558, an employee may limit disclosure of specific personal information through written request by the employee to the Court with a copy of such request provided to the Union.

6.4 Inter and Intra-office Communication

The Union shall have access to the Court's inter-office mail and email system for communication with Court management on matters within the scope of representation, and for communication between Union officers, Union stewards and the bargaining unit. To exercise this agreed-upon access to the Court's email system, bargaining unit members are only permitted access during release time and non-work time to announce meetings, and provide information such as surveys, bargaining dates, union meeting

dates, etc. Union communication on email shall contain the Union Logo. Only email with the Union Logo shall be considered appropriate Union communication. If this privilege is abused, as determined by the CEO, the access may be discontinued after having met and consulted with the Union.

6.5 SWAP/GR Workers

The Court agrees to notify the Union when the Court intends to utilize SWAP (Sheriffs Work Alternative Program) and/or General Relief work crews for Court projects of a temporary work nature that have not historically been performed by Court staff. SWAP and/or General Relief work crews are not to be used to supplant Court employees, but in certain cases, may be used to supplement existing staff.

7 UNION DEDUCTIONS

Upon certification from the Union that an employee has signed an authorization for the deduction of salary or wages for the Union (see, for example, Appendix B), the Court shall make payroll deductions at an amount to be determined by the Union and communicated to the Court at least annually. The Court shall promptly remit deductions to the Union on a bi-weekly basis or as mutually agreed. Employee requests to cancel or change deductions must be directed to the Union. Upon notification from the Union that an employee has canceled or changed deductions, the Court shall promptly cease or modify such Union deductions from the employee's paycheck.

The Union shall hold the Court harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions and shall indemnify the Court for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

8 STEWARD RECOGNITION AND DESIGNATION

8.1 Recognition

The Court will recognize a reasonable number of Stewards and their role in matters related to the following subject areas:

- the administration of this Memorandum of Understanding;
- employee discipline cases;
- employee performance deficiency mitigation; and/or
- employee safety and health.

8.2 List of Stewards

Upon request, a written list (including email) of Stewards shall be furnished to the HR Director. AFSCME shall provide the list of Stewards to the Court within five (5) business days of receipt of request.

8.2.1 If change occurs to the current list of stewards, AFSCME shall automatically notify the Court in writing (including email) within five (5) business days of the change whenever practicable. Until an updated list has been provided to the Court, the Court shall not recognize any employees who may be new stewards, and no paid release time shall be granted to serve in such capacity per section 8.6 below.

8.3 Court Phones

Stewards shall be permitted reasonable use of Court phones to make and receive local calls for the representational purposes cited in Section 8.1 above. Long distance calls, or calls which interfere with the operations of Court programs and services, are expressly forbidden.

8.4 Court Email

Stewards shall be permitted reasonable use of Court emails to provide generic union information for representational purposes cited in Section 8.1 above.

8.5 Limitations on Stewards

Stewards shall not use Court phones nor Court paid time to organize new members.

8.6 Steward Time Off

Subject to the Court's operational needs, a Steward may be granted reasonable time off from their scheduled Court workday or shift without loss of compensation for representational purposes described in Section 8.1 above and training for up to a maximum of three (3) stewards, not to exceed two (2) days per steward per year.

8.6.1 Such paid release time is subject to the advance notification and approval of the Steward's immediate manager.

9 DEFINITIONS OF EMPLOYMENT TERMINOLOGY

9.1 Employee

The term "employee" when used in this MOU shall include only those individuals identified in Article 2.

9.2 Position

The term "position" when used in this MOU shall mean a funded group of duties and responsibilities (defined in a job description) assigned to a single employee. All positions shall be in one of the following two categories:

9.2.1 Full-Time Position

A full-time position is a position in which an employee is scheduled to work a continuing, year-round, five (5) actual Court work days week of seven and one-half (7-1/2) or eight (8) Court work hours ("Court work hour" is defined as "an hour in a paid status") per day; or a continuing, year-round, four (4) actual Court work days week of ten (10) Court work hours per day; or some other continuing, year-round schedule of hours, days, or work week assigned in writing by, and determined solely at the discretion of, the CEO.

9.2.2 Part-Time Position

A part-time position is a position in which an employee is paid on an hourly basis for working a continuing, year-round work week of fewer Court work hours than a full-time work week, but one-half (1/2) or more of a full-time work week.

9.3 Appointment

The term "appointment" when used herein shall mean the offer and acceptance of employment. The offer can be made only by the CEO, HR Director or their designee, and only to a person eligible for the type of appointment offered. The types of appointments are as follows:

9.3.1 Permanent Appointment

A permanent appointment is the appointment of a person to a full-time or part-time position upon completion of the probationary period.

9.3.2 Probationary Appointment

A probationary appointment is an initial appointment of a person to a full-time or part-time position.

9.3.3 Temporary Appointment

A temporary appointment is an appointment that is not a Probationary, Permanent, Limited Term, or Grant Funded appointment.

Extra Help positions are intended to be occupied on a less than a year-round basis to cover seasonal peak workloads, unanticipated workloads of a limited duration, normal

paid time off and sick relief, and other situations involving a fluctuating staff. Extra-help positions are paid on an hourly basis and are in the unclassified service.

10 APPOINTMENTS, ADVANCEMENTS AND DEMOTIONS

10.1 Appointments

Appointments to and employment in, the service of the Court of employees who are on a range and step basis may not be made at a rate of compensation greater than the minimum applicable rate of compensation (Step A) except as follows:

10.1.1 Appointment at Advanced Wage

When it appears to be in the public interest, and that an unusual condition exists or that the maintenance of continuity of skilled or experienced personnel so requires, and that the qualifications, education, previous training and/or experience of a proposed employee justify a beginning wage in excess of such minimum compensation, upon approval of the CEO prior to the date of hire, an appointment may be authorized at some higher step than such minimum compensation in the appropriate range.

10.1.2 Appointment Prior to Vacancy

At the discretion of the CEO, a person may be employed for training purposes for a period of time prior to the termination of services of the employee being replaced. The employment may be in the same position as the person being replaced. Any such time of employment for training purposes shall be credited in full towards total service as used in probationary and longevity calculations.

10.2 Wage Advancements from Step “A” through Step “E”

Wage advancements from Step A through Step E for employees who are on a range and step basis are predicated on an employee’s quality of service in their current classification and length of service as follows:

10.2.1 Pay Increase from Step A

An employee hired at Step A shall receive a one-step increase to Step B on the first day of the pay period following the completion of 975 hours for a 37.5 hour workweek or 1040 hours for a 40 hour workweek in a non-leave, paid status. Additionally, an employee shall receive an increase of one step to Step C on the first day of the pay period following the completion of a total of 1750 hours for a 37.5 hour workweek or 2080 hours for a 40-hour workweek from date of hire in a non-leave, paid status. Both of these increases will be granted provided that the employee’s performance evaluation during such hours gives them an overall rating of either “Meets Requirements” or “Exceeds Expectations.” This will complete the employee’s probationary period. Thereafter, each such employee shall receive a one-step increase up to and including Step E on the first day of the pay period

in which the employee's anniversary date falls, subject to the requirements in section 10.2.3. During the probationary period an employee may use paid benefit time up to 40 hours, for an employee working a 40 hour workweek, or 37.5 hours, for an employee working a 37.5 hour workweek, and still be considered in paid status. Probationary employees are subject to the Employee Performance Review as agreed to by the parties on January 10, 2018 and which is in effect at the time of this agreement. The Court will follow procedures within the Personnel Policies, as amended, with the intent of timely notifying employees of deficiencies throughout the probationary period. Should the applicable manager not be able to complete the scheduled probationary evaluation(s) at the indicated intervals, the employee shall receive a step increase on the first day of the following pay period. Nothing in this section is intended to alter the at-will status of probationary employees, nor their rights under the Trial Court Act.

10.2.2 Pay Increase from Advanced Step

An employee hired at an advanced step shall receive an increase of one (1) step, up to and including Step "E" in the wage range for the class, subject to the same requirements set forth in Section 10.2.1 regarding overall performance rating and total hours actually worked in Court service.

10.2.3 An employee's anniversary date shall be one calendar year in a paid status or protected leave status after the date of completion of probation or promotion. At that time, if the employee receives an overall rating of "meets requirements" or "exceeds expectations" in their performance evaluation, they shall receive a step increase on the first day of the pay period in which their initial anniversary date occurs. Subsequent step increases shall occur on the first day of the pay period in which the employee's anniversary date falls. Should the applicable manager not be able to complete the evaluation on or before the employee's anniversary date, the employee shall receive a step increase on the first day of the pay period in which the anniversary date falls.

10.2.4 Regular, non-probationary employees who are paid on an hourly basis shall receive an increase in the same manner as set forth in Subsection 10.2.1.

10.3 Wages Placement

10.3.1 Promotional Wages Placement

An employee on a range and step basis promoted or reclassified to a position in a class having a higher maximum rate than that of their present class shall receive the minimum wage for that class or the rate in the new range which is next above their present rate, whichever is greater. Additional step increases within the range shall be in accordance with the principles set forth in Section 10.2 above. When the normal promotion or reclassification of an employee to a higher class would result in a wage increase of less than five percent (5%), the wage of such employee will be adjusted to the step in the new range which most closely approximates at least five percent (5%) higher than the pre-

promotion or pre-reclassified wage rate, or the maximum wage for the class, whichever is less.

10.3.2 Wage Increase Placement

The Board of Judges, upon recommendation of the CEO, may grant a wage increase to an employee. In such case, the placement of the employee's wage range and step shall be as determined by the Board of Judges and additional step increases within the range shall be in accordance with the principles set forth in Section 10.2 above.

10.4 Demotions

Demotions for employees on a range and step basis are to be handled as follows:

10.4.1 Voluntary or Involuntary Demotions

The wage of such employee shall be adjusted to the step in the new range that would have been attained if the total service of said employee in the class from which the demotion occurred and the class to which the demotion is made (if any) were combined and full credit given for step increases. Thereafter, the employee's anniversary date will remain unchanged and step advancement(s) will occur only if consistent with the quality and length of service parameters set forth in Section 10.2 above.

10.4.2 Downward Reclassification

When an employee's position is reclassified to a class having a lower wage range, the employee shall be placed either:

- On the step in the new range that is equivalent to the wage received under the old range; or
- On the nearest higher step of the new range if the present wage falls between steps of the new range.

10.4.3 If the wage step on the old range is higher than Step "E" of the new range, the employee's wage shall remain unchanged (Y-rated) until such time as general wage range adjustments increase the wage for the new class to a level which encompasses the Y-rated wage.

10.4.4 The wage of a downward reclassified employee shall be adjusted to the next higher step within the wage range of the demoted lower paid class, if any, only if consistent with the quality and length of service parameters set forth in Section 10.2 above, at the employee's next 975 or 1040 hours or 1950 or 2080 hours of actual service plateau, whichever is applicable to the employee's length of service employment status at the time of reclassification.

11 PART-TIME STATUS

11.1 Part-Time Position Defined

An employee in a part-time position (as defined below) shall be subject to the following:

A part-time position is a position in which an employee is paid on an hourly basis for working a continuing, year-round work week of fewer Court work hours than a full-time work week, but one-half (1/2) or more of a full-time work week.

12 DIFFERENTIAL WAGES

12.1 Night Shift Differential

12.1.1 All employees who work a full-time shift (seven and one-half, eight or ten Court work hours) or more, which includes at least five (5) consecutive Court work hours between 5:00 p.m. and 8:00 a.m. as a regular work assignment shall be paid seventy-five cents (\$0.75) per Court work hour above their regular hourly rate for all Court work hours in such shift. Overtime which is worked as an extension of an assigned day shift and on-call duty shall not qualify an employee for night shift differential.

12.2 Acting Manager Differential

12.2.1 Upon written assignment by the CEO, an employee shall be required to perform the principal duties of their manager when the manager is temporarily absent from the position. An employee so assigned shall be compensated with the wage the employee would receive if the assignment were a promotion to that position; provided however, that the employee shall only receive such additional compensation when the assignment is for twenty (20) consecutive actual Court work days or longer and that payment of such additional compensation for more than forty (40) consecutive actual Court work days shall require specific approval of the Presiding Judge.

12.2.2 Assignments will not be rotated to avoid the payment of compensation provided under this Section, but may be rotated to provide managerial experience to more than one employee, or for other valid reasons. All such assignments shall be noted in the employee's next performance report, including a statement regarding the quality of the employee's performance during the assignment.

12.2.3 Court Personnel Policies will not be used to undermine the provisions of this Section, but may be used to provide appropriate compensation and to expeditiously fill a position which is temporarily vacant under special circumstances when conditions so warrant.

12.3 Working Out-of-Class in a Higher Paid Class

12.3.1 Upon written assignment by the CEO, an employee shall be required to perform the principal duties of a higher paid position, which is not within the employee's class career ladder/lattice, when the incumbent in the such higher paid position is temporarily absent from the position. Because such assignment does not qualify the employee for Acting Manager Differential pay, but the assignment is to a class which receives higher wages, the assigned employee shall be compensated with the wage the employee would receive if the assignment were a promotion to that position; provided however, that payment of such additional compensation for more than twenty (20) consecutive work days shall require specific approval of the Presiding Judge.

12.3.2 Assignments may be rotated to provide experience to more than one employee, or for other valid reasons. All such assignments shall be noted in the employee's next performance report, including a statement regarding the quality of the employee's performance during the assignment.

12.3.3 Court Personnel Policies will not be used to undermine the provisions of this Section, but may be used to provide appropriate compensation and to expeditiously fill a position which is temporarily vacant under special circumstances when conditions so warrant.

12.3.4 Professional Development Certifications Differential

12.3.4.1 The maximum total wage differential for professional development and leadership certifications is 6%. Employees who are receiving the maximum California Court Association Certification differential are subject to the 6% cap and are not eligible for additional differentials under Section 12.3.4.1.

Upon attainment of one of the following certifications, an employee shall receive a wage differential of 2%.

Upon attainment of two of the following certifications, an employee shall receive a wage differential of 4%.

Upon attainment of three or more of the following certifications, an employee shall receive a total wage differential of 6%.

- Level 1, Non-Supervisory California Courts Leadership Certification
- Level 2, Supervisory California Courts Leadership Certification
- Level 3, Management California Courts Leadership Certification
- Institute of Court Management Certified Court Manager
- Institute of Court Management Certified Court Executive
- Fellow of the Institute of Court Management

The Court will take action to timely accommodate employees requesting to participate in this program in accordance with operational needs.

12.4 Lead Maintenance Custodian Differential

An employee who is working as a Lead Maintenance Custodian shall be paid a 6% differential. Upon request by the Union prior to October 1, 2020, the parties will meet and confer over the processes, procedures and criteria for assignment as "Lead Maintenance Custodian."

12.5 Bilingual Pay Differential

When the Court Executive Officer determines that in order to meet the needs of the public, bilingual services are needed, the Court will open an examination for all interested represented employees whose assignment would be operationally suitable for providing assistance through bilingual services. Employees who are determined through testing to be proficient in a relevant language shall be paid a 6% differential.

Bilingual employees may be required to assist other Court departments on an as-needed basis. Bilingual pay differential shall cease when the Court Executive Officer determines the bilingual service is no longer required by the Court to meet the needs of the public, or when the employee is assigned to a position not operationally suitable for assistance in bilingual services. Employees receiving bilingual pay will receive ten (10) court workdays of notice prior to the cessation of bilingual differential pay.

13 OVERTIME

13.1 Overtime Computation

13.1.1 Overtime shall be computed on the basis of hours actually worked in excess of an employee's regular workweek.

13.1.2 When an employee: has taken court holiday time off pursuant to Subsection 20.1.2; appears in court pursuant to Subsection 21.6; serves jury duty pursuant to Section 21.5; or, is on approved administrative leave with pay; such absences are the only exceptions for paid time off that shall count as hours actually worked for purposes of calculating overtime under this Article 13.

13.2 Prior Approval of Overtime

No overtime may be earned without prior approval of the CEO or designee.

13.3 Overtime Payment at Straight Time or Time and One-Half for Hours Actually Worked

13.3.1 Overtime will be accumulated and/or paid at straight time except that in the following situations a time and one-half rate will apply (the time and one-half rate is not cumulative when listed situations are concurrent):

- Time worked on a regular day off or on a holiday even though the employee has not actually worked more than 40 hours during the employee's regularly scheduled work week; and
- Hours actually worked in excess of forty (40) hours per workweek.

13.3.2 The CEO may exercise discretion to change, on a case by case basis – only during the workweek that the overtime is actually worked – the employee's regularly scheduled workweek so that the number of hours actually worked in that work week do not exceed 40 for the employee who has worked overtime. The employee shall be notified of the workweek adjustment when the request or direction for overtime is made.

13.3.3 An overtime meal allowance for actual expenses incurred, of up to \$20.00, shall be reimbursed when an employee is required to work past 7:00 p.m. on a regularly scheduled workday.

13.4 Overtime for Staff Meetings

13.4.1 Staff meetings which cannot be scheduled during regular working hours shall be considered overtime for those employees eligible to receive overtime. Training sessions which cannot be scheduled during regular working hours shall be considered overtime for those employees eligible to receive overtime when mandated by the CEO or by the certification and/or licensure requirements for a particular classification. No overtime may be earned for staff meetings and training sessions without prior approval of the CEO.

13.4.2 When an employee participates in training at their discretion, no compensation shall be provided in addition to the employee's regular compensation.

13.5 Monetary Compensation for Overtime in Emergencies

When the Governor or CEO declares that a state of emergency exists relative to Court services, authorization for monetary compensation for the pay period in which the overtime is worked shall be given by the CEO for all employees assigned to duties specifically related to the emergency.

13.6 Monetary Compensation for Overtime on Holidays

When an employee is required to work on a regularly scheduled holiday, overtime earned on the holiday shall be paid in monetary compensation for the pay period in which the overtime is worked.

13.7 Accumulated Leave at Termination

13.7.1 Accumulated compensating time off will be paid out in monetary compensation at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of the leave time.

13.7.2 Payment for unused compensatory time at termination shall be at a rate of compensation not less than:

- The average regular rate received by such employee during the last 3 years of the employee's employment; or
- the final regular rate received by such employee; or
- whichever is higher.

14 ON-CALL

14.1 On-Call Assignment Policy

On-Call duty may be assigned by the CEO. "On-Call" is defined to mean "a period of time in addition to the normal work schedule in which an employee is required by the CEO to remain available for immediate call." On-Call duty requires the employee so assigned:

- to be ready to return immediately to calls for their service;
- to be reached by telephone or radio;
- to remain within a reasonable distance from their normal work station; and
- to refrain from activities which might impair their ability to perform their assigned duties.

14.2 On-Call Compensation

Any employee required by the Court to remain available for immediate call shall receive fifteen (15) minutes of monetary compensation for each Court work hour on-call.

15 CALL-BACK POLICY

15.1 Call-Back Minimum Compensation

Employees required to work in excess of a regular working day or shift shall be credited for a minimum of three (3) hours at the appropriate overtime rate when such excess time

is not continuous with the regular, scheduled working day or shift and any of the following conditions appear:

- an employee is called back to work without having been so notified prior to the completion of their regular working day; or
- an employee has been notified prior to the completion of their regular working day that they will be required to return to work at a time more than one (1) hour after the completion of their regular working day.

15.2 Call-Back Policy Explanation

15.2.1 An employee who is required to return to work a second time within four (4) hours of time worked under one of the conditions set out above shall not receive an additional three (3) hours minimum credit for such second call, but shall be compensated for hours actually worked.

15.2.2 Call-Back “appropriate overtime rate” means that:

- a 37.5 hour per week employee shall receive two and one-half (2.5) hours at straight time and one-half (.5) hour at time and one-half if all other “hours actually worked” conditions have been met during the workweek as defined in Article 13.1; and;
- a 40 hour per week employee shall receive three (3.0) hours at time and one-half if all other “hours actually worked” conditions have been met during the workweek as defined in Article 13.1.
- for purposes of computing overtime payment for other “hours actually worked” during the workweek when the Call-Back occurs, if the employee does not “actually work” for the full three (3.0) hours for which the minimum Call-Back is paid, only those hours actually worked during the Call-Back shall be additive to other potential overtime hours actually worked during the workweek.

16 MISCELLANEOUS PROVISIONS

16.1 Rest Periods

The CEO shall grant rest periods to employees of the Court. Such rest periods shall not exceed fifteen (15) minutes in any three and one-half (3-1/2) consecutive hours of work. Rest period time not taken cannot be accumulated.

16.1.1 The Court shall, on a case by case basis, consider the timing of rest breaks for Court employees required to perform repetitive key stroking on keyboards, stenographic machines or similar devices.

17 POLICY ON INCOMPATIBLE ACTIVITIES

17.1 Outside Employment

Each employee of the Court, regardless of the capacity in which they may be employed, is prohibited from engaging in any activity inconsistent, incompatible or conflicting with their duties or which might impair the impartial performance of their duties. Any employee engaging in outside employment shall notify the HR Director of the nature and expected duration of such outside employment five (5) actual Court work days before the commencement of such outside employment. Such employee shall not perform any work, service or counsel for compensation outside of Court employment where any part of their efforts will be subject to approval by any employee of the Court unless otherwise approved in the manner prescribed below.

17.1.1 The HR Director shall determine those outside activities which are inconsistent with, incompatible with, or in conflict with their duties as Court officers or employees. An employee's outside employment, activity or enterprise may be prohibited if it:

- involves the use for private gain or advantage of Court time, facilities, equipment and supplies; or the badge, prestige or influence of their office or employment; or
- involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the Court for the performance of an act which the officer or employee would be required or expected to render in the regular course of their Court employment or as part of their duties as a Court officer or employee; or
- involves the performance of an act in other than their capacity as a Court officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee of the Court; or
- involves such time demands as would render performance of their duties as a Court officer or employee less efficient.

17.1.2 An employee or officer may appeal an adverse decision of the CEO, within five (5) working days after written notification of the decision, by written appeal to the Board of Judges. The decision of the Board of Judges shall be final and conclusive.

17.2 Prohibition against Personal Use of Court Equipment

No Court owned equipment, autos, trucks, instruments, tools, supplies, machines or any other item which is the property of the Court shall be used by any employee of the Court while said employee is engaged in any outside employment or activity, for compensation or otherwise, except upon prior order by the CEO.

17.3 Prohibition against Loaning Court Equipment

No employee shall allow any other person to rent, borrow or use any of the items mentioned in Section 17.2 above for any use other than a Court purpose, except upon prior order of the CEO.

17.4 Code of Ethics

Each employee and officer of the Court, regardless of the capacity in which they may be employed, is hereby prohibited from engaging in any activity inconsistent, incompatible or conflicting with the CODE OF ETHICS FOR THE COURT EMPLOYEES OF CALIFORNIA (adopted 5/17/94, as amended), by the Judicial Council, State of California as set forth in Appendix E.

17.5 Penalty for Violation of Article 17

Any violation of the provisions of this Article shall constitute sufficient grounds for disciplinary action up to and including immediate dismissal from the Court service of the officer or employee guilty thereof subject to all applicable due process rights.

18 PAID TIME OFF (PTO)

18.1 No Paid Time Off until Earned

No paid time off shall be allowed to any Court employee until such paid time off has been earned as provided herein.

18.2 Paid Time Off Computation

From zero to three years of employment, employees will accrue paid time off at the rate of 5.23 hours per pay period relative to "full-time" hours actually worked as defined in Subsection 9.2.1 (i.e., 7.5 hours or 8 hours per day, five days per week or 10 hours per day, 4 days per week). Part time employees shall accrue paid time off on a pro-rata basis based on their hours of employment. New employees will not receive paid time off credits until after completing 150 hours worked. Upon reaching 150 hours worked after their date of hire, a one-time credit of 10.46 hours of paid time off equal to 5.23 hours for two (2) pay periods from the date of hire will be applied to the new employee's paid time off accrual bank.

After completion of three (3) continuous years of full-time service, each employee shall earn PTO at the rate of 6.15 hours per pay period on a pro-rata basis based on their hours of employment.

After completion of (10) continuous years of full-time service, each employee shall earn PTO at the rate of 8.00 hours per pay period on a pro-rata basis relative to hours worked.

After completion of fifteen (15) continuous years of full-time service, each employee shall earn PTO at the rate of 9.54 hours per pay period on a pro-rata basis relative to hours worked.

After completion of twenty (20) continuous years of full-time service, each employee shall earn PTO at the rate of 11.08 hours per pay period on a pro-rata basis relative to hours worked.

All additional PTO days described above shall be credited on the first day of the pay period in which the requisite continuous years of full-time service are completed.

Employees earn PTO for continuous employment, providing they are not on a leave of absence without pay for more than an entire pay period during a given service year. Time on unpaid leave in excess of that pay period will not add to an employee's years of service calculations for PTO accrual rates outlined in this section, and years of service accruals will resume upon an employee's return to paid status.

18.3 Paid Time Off Accumulation – Maximum

It shall be the duty of the employee's immediate direct report to grant paid time off time in such a manner that an employee will not forfeit any earned paid time off time. No employee shall be entitled to accumulate more unused paid time off than the equivalent of the maximum amount that the employee could earn in a 24-month period in their current FTE status. No additional credit for paid time off shall be allowed to an employee so long as the employee has to their credit accumulated unused paid time off in the foregoing maximum amount.

For example, if a part-time employee converts to full time status, their maximum accrual will be increased to what they could earn as a full-time employee in a 24-month period. Conversely, if a full-time employee converts to a part-time status, their maximum accrual will decrease to what they could earn as a part-time employee in a 24-month period. In the latter case – converting from full-time to part-time status – if the employee's accrual at time of conversion to part-time status exceeds their part-time maximum PTO earning, the employee may keep their accrued amount. However, the employee shall not earn additional PTO until their PTO balance drops below the maximum for their part-time status. The Court shall endeavor to grant time off prior to such change so that an employee does not forfeit earned paid time off whenever practicable.

Note: Upon conversion to the PTO program which combines paid time off, float and personal holiday time, current employees will be allowed to keep the personal holiday time they have accrued up to the time of conversion to the PTO program in a separate bank. This separate bank will not accrue further hours following the PTO conversion but also will not count toward the maximum accrual cap under the PTO program. A current employee may opt in writing to use their separate bank hours in 30-minute increments. PTO hours accrued starting at the point of the PTO conversion will be subject to the PTO

maximum accrual cap. Any hours in this bank shall be compensable upon separation subject to Article 18.4 below.

18.4 Payment for Paid Time Off on Termination

Any employee who has been in continuous full-time service of the Court for a period of two (2) pay periods or more who resigns, terminates or retires therefrom, without prior thereto having taken the earned paid time off to their credit at the time, shall thereupon be paid the monetary value of such earned paid time off computed upon the base pay of that employee in effect at the time of the termination of their employment. It shall not be necessary to carry such employee on the payroll for the paid time off period, and the vacancy thus created may be filled at any time after the employee ceases to perform the duties of their office or employment. Except as provided in this Section and Section 18.5, no employee shall be entitled to convert paid time off time to monetary compensation.

Accumulated paid time off time will be paid with a payroll check at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of the leave time.

18.5 Payment for Paid Time Off on Death

In the case of an employee who dies with earned paid time off credit at the time of death, that employee's heirs or legatees shall be paid the monetary value of such accrued paid time off computed at the regular rate of pay of the employee at the time of death. Except as provided in this Section and Section 18.4, no employee shall be entitled to convert paid time off time to monetary compensation.

18.6 Part-Time Paid Time Off Accumulation

An employee filling a part-time position shall be entitled to paid time off benefits provided by this Article in that proportion that the number of Court work hours bears to a full-time position, but in no case shall a part-time employee be allowed benefits until the employee has completed an aggregate of one hundred fifty (150) Court work hours as a part-time employee.

18.7 Paid Time Off Accumulation Credits

An employee with a Permanent appointment in a full-time position who worked full-time in a Temporary appointment shall be credited with the hours of service in the Temporary appointment for purposes of accruing paid time off benefits, as set forth in Subsection 18.2, provided that there was no break in service during the Temporary appointment and no break in service between the Temporary appointment and the Permanent appointment.

18.8 Use of Paid Time Off

18.8.1 The time when paid time off is taken shall be approved by the employee's manager or supervisor.

18.8.2 When an employee is using authorized, pre-approved paid time off, the CEO or HR Director may allow conversion of the paid time off leave to sick leave under the following conditions:

- the employee must submit written documentation from a physician verifying that the employee was ill or injured during the time period requested for the conversion;
- the physician's written documentation must verify that the illness or injury would have prevented the employee from reporting to work and continuing to work their entire shift; and
- paid time off may not be converted for less than thirty (30) minute increments.

19 SICK LEAVE WITH PAY

19.1 Definition of Sick Leave

"Sick Leave" means the necessary absence from duty of an employee because of:

- Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member. Family members include the employee's parent, child, spouse, domestic partner, grandparent, grandchild, sibling and those persons living with the employee, who are also defined as "immediate family" or "household member" by Section 21.3 of this MOU.
- Preventative care would include annual physicals or flu shots.
- For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in subdivision (c) of Labor Code Section 230 and subdivision (a) of Labor Code Section 230.1.

19.2 Unlimited Sick Leave Accrual

The total amount of sick leave accrued shall be unlimited.

19.3 Sick Leave Notice and Substantiation of Sick Leave Usage

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for sick leave as soon as is practicable. In the event there appears to be misuse or abuse of sick leave, the Court will notify the employee of this

concern and after notification may require the employee to submit verification of the need for sick leave.

19.4 Sick Leave Credits

Upon reaching 150 hours worked after their date of hire, employees shall be credited with the hourly equivalent of eight hours of sick leave with pay. Thereafter, such employee shall be credited with the hourly equivalent of 5.23 hours per pay period on a pro rata basis relative to "full-time" hours worked as defined in Subsection 9.2.1 (i.e. 7.5 hours or 8 hours per day, five days per week or 10 hours per day, 4 days per week). Such sick leave credits may not be used until the employee has completed 150 hours worked.

19.5 Thirty (30) Minute Usage

Sick leave may be requested in thirty (30) minute increments however an employee may fill out their time sheet to increments of fifteen (15) minutes.

19.6 Effect of Leave of Absence without Pay on Accrual of Sick Leave

No sick leave shall be accrued for a pay period wherein the employee is on leave of absence without pay for the full pay period.

19.7 Substitution of Sick Leave

When requested by an employee, the HR Director, or designee, may approve substitutions of sick leave for an employee's sick-related interrupted paid time off, family sick leave, or bereavement leave on a case-by-case basis: subject to the above provisions and Section 18.8.

19.8 Temporary Disability Indemnity

19.8.1 A Court employee who is entitled to temporary disability indemnity under Division 4 or 4.5 of the Labor Code, who opts to integrate benefits as described in Article 37 of this MOU, shall be given credit for any holidays that occur during the period of his or her leave of absence hereunder.

19.8.2 Such employee is entitled to medical, surgical and hospital treatment as provided in the Labor Code. When their accumulated sick leave, paid time off or overtime, or all, are exhausted, they are still entitled to receive disability indemnity.

19.9 Sick Leave is not Paid Time Off

Sick leave shall not be used as paid time off.

19.10 Sick Leave Credits upon Termination

Termination of an employee's service shall abrogate all sick leave accrued to the time of such termination, except: (1) as provided by the California Public Employee's Retirement Law Sections 20898 and 20965 (related to retirement service credit calculations), as amended; (2) if an employee returns to Court service within one year of separation; or (3) in case of a termination due to a reduction in force.

Monetary payment shall be made to any employee hired prior to January 1, 1997, for unused sick leave time accumulated to their credit at the time of their termination in accordance with the below stated compensation schedule in Article 19.11; no employee hired on or after January 1, 1997, shall receive payment for sick leave accrued upon termination. Monetary payments made to eligible employees shall be made if the employee has been offered by the Court, and has declined, to utilize unused sick leave credit for retirement service credit calculations as outlined above.

The Court is not required to reinstate accrued sick leave to an employee who was paid out at the time of termination, resignation or separation of employment.

19.11 Compensation for Unused Sick Leave

19.11.1 Any Court employee hired prior to January 1, 1997, who separates from Court service for any reason is entitled to receive compensation for unused sick leave accumulated to the time of such separation on the basis of the following schedule:

Years of Continuous Service	Compensation Percentage
0-14	0%
15-19	50%
20-24	75%
25 or more	100%

19.11.2 The above compensation schedule shall be interpreted as follows:

- completion of fourteen (14) years of continuous service to the Court and County, as a Court employee, qualifies an employee to be compensated for fifty percent (50%) of the employee's unused sick leave at the time of the employee's separation;
- completion of nineteen (19) years of continuous service to the Court and County, as a Court employee, qualifies an employee to be compensated for seventy-five percent (75%) of the employee's unused sick leave at the time of the employee's separation; or

- completion of twenty-four (24) years of continuous service to the Court and County, as a Court employee, qualifies an employee to be compensated for one hundred percent (100%) of the employee's unused sick leave at the time of the employee's separation.

19.11.3 The compensation shall be calculated on the basis of the base wage earned at the effective date of separation.

19.12 Reduction in Force

When an employee, hired prior to January 1, 1997, is laid off due to a reduction in force, payment shall be made to such employee for unused sick leave time accumulated to their credit at the time of their layoff in accordance with the above compensation schedule. At the time of their reinstatement to Court service from a layoff list, such employee shall receive credit for all unused sick time for which they did not receive compensation under this provision at the time of the layoff.

19.13 Prorated Sick Leave Benefits for Part-Time Work

Regular part-time employees who work at least 30 days (240 hours) a year earn sick leave on a pro-rata basis, with a minimum of twenty-four (24) sick leave hours per year.

19.14 Credit for Full-Time Work in a Temporary Appointment

An employee with a Permanent appointment in a full-time position who worked full-time in a Temporary appointment shall be credited with the hours of service in the Temporary appointment for purposes of accruing sick leave benefits, as set forth in this Article, provided that there was no break in service during the Temporary appointment and no break in service between the Temporary appointment and the Permanent appointment.

20 HOLIDAYS

20.1 Holiday Policy

20.1.1 All employees, except those excluded in Section 20.3 below, shall be entitled to the paid scheduled holidays listed below provided they are in a paid status during any portion of the actual Court work day immediately preceding and succeeding the scheduled holiday. A new employee whose first actual Court work day is after a paid scheduled holiday shall not be paid for the holiday, and an employee who is terminating and whose last actual Court work day is the day before a paid scheduled holiday shall not be paid for that holiday.

20.1.2 Unless amended in an appropriate State of California statute, the scheduled Court holidays are:

- January 1, New Year's Day

- The third Monday in January, Martin Luther King Day
- The twelfth day in February, Lincoln's Birthday
- The third Monday in February, President's Day
- The thirty-first day of March, Cesar Chavez Day
- The last Monday in May, Memorial Day
- The fourth day in July, Independence Day
- The first Monday in September, Labor Day
- The second Monday in October, Columbus Day
- The eleventh day in November, Veteran's Day
- The fourth Thursday in November, Thanksgiving Day
- The Friday after Thanksgiving Day
- The twenty-fifth day of December, Christmas Day

20.1.3 And every actual Court work day appointed by the President or Governor for a public fast, thanksgiving or holiday designated as a judicial holiday specified by the Code of Civil Procedure.

20.1.4 On the last workday before the Christmas holiday, employees who are at work that day may, with authorization from their supervisor, leave work one hour before the end of their regularly scheduled workday, with no loss in pay.

20.2 Saturday and Sunday Holidays

20.2.1 When a scheduled holiday falls upon a Sunday, the following Monday shall be a holiday. When a scheduled holiday falls upon a Saturday, the preceding Friday shall be a holiday. Notwithstanding the above, if a scheduled holiday falls on a Sunday and an employee is regularly scheduled to work that day, then Sunday shall be the scheduled holiday for that employee, rather than the following Monday; if a scheduled holiday falls on a Saturday and an employee is regularly scheduled to work that day, then Saturday shall be the scheduled holiday for that employee, rather than the preceding Friday.

20.2.2 Regardless of regularly scheduled days worked or days off, all full-time employees shall be entitled to the same number of days off or fractions thereof for legal holidays which occur during the year as would normally be credited to an employee whose regularly scheduled work week extends from Monday through Friday and whose regularly scheduled days off are Saturday and Sunday. This paragraph is provided with the intent of assuring equitable treatment for all employees.

20.3 Holiday Computation for an Employee in a Part-Time Position

20.3.1 An employee in a part-time position who is normally scheduled to work one-half (1/2) time or more will be compensated for scheduled holidays occurring during the pay period if the employee meets the requirements of Section 20.1 Holiday Policy above. Such compensation shall be calculated at the same rate as the employee's budgeted position bears to a full-time position, i.e., an employee who holds a 50 percent position would be eligible to receive 50 percent holiday compensation.

20.4 Ten Court Work Hours Per Day Employees Holiday Computation

Holiday time for those employees working a ten (10) Court work hour day, four (4) days per week, shall be accrued and taken on the basis of an eight (8) hour day.

20.5 Disposition of Accumulated Holiday Credit Upon Termination

Accumulated holiday credit will be paid off in monetary compensation based upon the base pay of the employee in effect at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of leave time.

20.6 Work on Scheduled Holidays

Any employee who is required to work on a scheduled holiday shall be paid overtime as specified in Section 13.3.1 of this Memorandum of Understanding and, in addition, shall be paid for the scheduled holiday as specified in 20.1.

21 LEAVES OF ABSENCE

21.1 Leaves Without Pay

Unless superseded by the Federal Family Medical Leave Act or the California Family Rights Act, the following unpaid leave provisions apply:

21.1.1 Leave Policy

A leave of absence without pay may be granted by the CEO. A request for leave of absence without pay shall be submitted in writing by the employee to the CEO who shall consider each request on its individual merit and circumstances

21.1.2 Leave Procedure

The request for such unpaid leave of absence shall be submitted a reasonable number of actual Court workdays in advance of the requested effective date.

21.1.3 Denial by CEO

If the CEO denies the request, they shall submit the reason(s) therefore in writing to the employee.

21.1.4 Appeal Procedure

The employee may appeal the CEO's denial to the Board of Judges, who shall decide the issue. The decision of the Board of Judges shall be a final and binding decision.

21.2 Military Leave

21.2.1 Military leave shall be granted in accordance with the provisions of Federal/State law. All employees entitled to and taking military leave shall give the CEO the right, within the limits of military necessity and regulations, to determine when such leave shall be taken.

21.2.2 No person shall be appointed permanently to a position from which another is on military leave, provided that nothing in this Section shall prevent an employee originally appointed to a military leave vacancy from obtaining a permanent appointment to a vacant position in the same class.

21.3 Family Bereavement Leave

21.3.1 Bereavement Leave

The CEO or their designee may authorize bereavement leave with pay for an employee defined in Article 2 due to a death. If requested by the Court, the employee will provide substantiation of the death to support the request. If additional leave is necessary, the CEO may authorize the use of accrued compensatory time, holiday time, paid time off, or in the absence of such accrued time the CEO may authorize leave without pay.

21.3.1.1 Bereavement leave may be authorized for an employee up to five (5) actual Court workdays per episode for:

an immediate family member; or

- A. a household member, who is neither an immediate family member nor "the only community recognized significant other" but has resided with the employee for at least six (6) calendar months prior to the request for Bereavement Leave; or
- B. the household member who is not an immediate family member but is "the only community recognized significant other" who has resided with the employee for at least six (6) calendar months prior to the request for Bereavement Leave;

whose care is being provided by an employee.

"Immediate family" includes spouse, parent, parent's spouse, grandparent, child, child's spouse, grandchild, sibling, sibling's spouse, mother-in law, father-in-law, spouse's

sibling, or spouse's sibling's spouse; foster, step, and adopted relationships are included in appropriate generic titles. The categories identified as "immediate family" members must be current at the time of the request for bereavement leave; for example, ex-spouses do not qualify as members of an employee's "immediate family."

21.3.1.2 Bereavement leave may be authorized for an employee up to three (3) actual Court workdays per episode for an extended family member who is not a household member. "Extended family" includes grandparent's spouse, spouse's grandparent, grandchild's spouse, aunt, uncle, niece or nephew, and foster, step, and adopted relationships are included in appropriate generic titles.

21.3.2 If the death of a person as enumerated above requires the employee to travel over two hundred (200) miles one way from the employee's home, upon request, additional time may be granted for two (2) additional actual Court days using accrued compensatory time, holiday, or paid time off, or in the absence of such accrued time the CEO may authorize leave without pay.

21.3.3 Earned leave balances, except sick leave, may be approved for use due to a loss of a loved one not specified above. Such approval may be granted by the CEO in special cases on a case-by-case basis.

21.3.4 If verification is requested by the employer, substantiation of the death of the individual for whom bereavement leave is allowed under Section 21.3.1.2 shall be provided within two weeks of the requested leave or as soon as practicable.

21.4 Medical Leave of Absence

Unless superseded by the Federal Family Medical Leave Act or the California Family Rights Act, the following unpaid leave provisions apply.

21.4.1 The CEO may grant a leave of absence without pay to an employee whose ability to perform their normal duties has been impaired through injury or illness. Such leave shall be called "medical leave of absence", and shall be unpaid leave. Medical leave of absence may be considered a final opportunity to recover from a mental or physical incapacity to perform required duties prior to being terminated from Court employment.

21.4.2 When an employee is on a medical leave of absence without pay, the Court shall continue to pay its share of premiums, as set forth in section 40, for employee health, vision and dental insurance coverage for as long as the employee continues to pay their share of premiums. If a dependent of the employee is covered by the health insurance plan at the time the medical leave goes into effect, and the employee elects to continue coverage for a dependent while on medical leave of absence, the Court shall continue to pay its share of dependent coverage as described in the current Memorandum of Understanding for as long as the employee continues to pay their share of dependent premiums.

Employees not in a federal or state job-protected, unpaid leave who fail to pay their share of the premiums when due may choose to cancel health care coverage or be put on direct pay and required to pay the entire premium (including the Court's share) directly to CalPERS. Failure to choose either cancellation or direct pay will result in cessation of benefits within 30 days of the last premium payment received from the employee. Premium payments are due the month prior to the coverage month.

An employee who pays the entire premium in such direct pay situations will be reimbursed by the Court for the Court's normal employer contribution as soon as practicable upon proof of receipt of payment provided to the Court. If the Court has covered the entire premium (both the Court and employee contribution amounts) for any prior month, the Court may subtract an amount equal to the employee's unpaid portion of those premiums from the above reimbursement.

21.4.3 In order to be granted a medical leave of absence, an employee shall make a request in writing to the CEO, and shall submit the certificate of a licensed physician stating the nature of the condition and the estimated date of return to work. Any extensions of the leave shall require similar medical certification or other verification of the employee's continued disability.

21.4.4 The duration of a medical leave of absence shall depend upon the nature and extent of the employee's disability, but in no event shall a medical leave be granted for longer than one year from the time the employee is unable to work in their regular job. A medical leave of absence shall be effective upon exhaustion of the employee's accumulated leave with pay, compensating time off and holiday credits, under the following conditions:

- In the event an employee has more than one year's worth of accumulated time on the date of the injury or illness which would result in paid status, no unpaid medical leave may be granted; and
- In an undisputed workers' compensation case, the employee may elect whether to use accumulated time in conjunction with disability indemnity or to use medical leave of absence in conjunction with such disability; or
- In a disputed workers' compensation case, an employee must exhaust accumulated time prior to being granted a medical leave of absence; or
- Under unusual circumstances, an employee may request to exhaust only their sick leave and compensating time off prior to beginning the medical leave of absence. Such request shall be in writing to the CEO prior to the beginning of the unpaid medical leave. If approved by the CEO the request may not be changed by the employee at a later date. Any remaining paid time off and holiday credit shall only be used after the employee returns to work, or shall be paid in monetary compensation at the end of the medical leave if the employee does not return to work.

21.4.5 For purposes of this leave policy, concurrent multiple injuries or illnesses, new injuries or illnesses occurring while an employee is on a medical leave of absence, and recurrences of the same injuries or illnesses for which the medical leave of absence was granted following the employee's return to work, shall be treated as one incident and shall render an employee eligible for only one medical leave of absence. For purposes of this subsection, an employee who has returned to work for one year following a medical leave of absence will be eligible for an additional medical leave of absence subject to the terms of eligibility set forth herein.

21.4.6 A medical leave of absence which, when added to accumulated time results in the employee being away from the job for less than one year, may be extended up to the one year maximum.

21.4.7 An employee who has been granted a medical leave of absence who is unable to return to their former position within one (1) year may be terminated for mental or physical incapacity to perform the required duties. An employee terminated under this provision is eligible for reinstatement to return to Court employment, but shall be subject to medical examination by a Court approved physician to certify fitness to perform required duties.

21.4.8 An employee receiving pregnancy or postpartum care may be granted a medical leave of absence for maternity purposes, under the medical leave of absence provisions of this policy. The duration of such medical leave of absence shall not exceed six (6) months from the time the employee is physically unable to perform their job, as determined by their attending physician. Extension of the medical leave of absence shall be granted, up to the one year maximum cited in Subsection 21.4.4 above, upon the certification of the employee's attending physician that there has been a complication caused by the pregnancy which renders the employee incapable of performing their regular duties.

21.5 Jury Duty

An employee ordered to jury duty during the employee's regularly scheduled Court work hours shall be entitled to leave with pay during actual jury service. The following regulations shall apply:

- All employees shall willingly accept ordered jury duty as one of the obligations of citizenship;
- Employees on leave with pay status for jury duty shall submit jury fees to the Court (or decline jury fees), but shall be entitled to retain mileage payments. Employees shall provide their own transportation in attending court as jurors;
- Each employee shall expeditiously report their probable absence for jury duty and shall immediately report the termination of such jury service;

- The CEO is responsible for insuring that these provisions are observed by all concerned; and
- Upon request of an employee who has been ordered to jury duty, the Court shall endeavor to change an employee's work schedule when said employee's work schedule is other than "day shift". If the employee's schedule cannot be changed, the reasons for the denial shall be submitted in writing to the employee.

21.6 Court Appearances

An employee required, by subpoena or otherwise, to be present in court other than as a juror shall be subject to the following regulations:

- Where such court appearances are directly connected with Court employment, time in court shall be considered as full-duty status;
- Fees shall be demanded from non-governmental litigants for court appearances while on full-duty status and such fees shall be submitted to the Court; and
- Mileage payments may be retained by an employee providing their own transportation to court.

21.7 Leaves for Disasters or Emergency Conditions

Special leave with pay may be provided, at the discretion of the CEO, when a disaster or emergency condition prevents an employee from making the regular commute between their primary residence and the job site. It is anticipated that this special leave will be unique and infrequent but necessary to cover the special conditions that do occur from time to time.

21.8 Administrative Leave

21.8.1 An employee may be eligible for up to five (5) actual Court work days of leave with pay in the event that it is alleged that such employee has been charged with a crime by an outside law enforcement agency. This leave with pay may be granted by the CEO during the investigation and processing of the allegation by proper legal authority, and shall be granted only when the charge or allegation, if true, would warrant removing the employee from their position of public trust.

If the criminal investigation and processing continues beyond expiration of that period, or the CEO has denied this administrative leave, the employee may take paid accrued leave time to cover time off work due to the investigation and processing of the criminal charges. Upon expiration of the accrued paid leave time, the employee may request to be placed on unpaid leave; the decision whether to grant such request will be at the CEO's sole discretion, and the CEO's decision shall be final.

If, subsequent to the expiration of any granted unpaid leave and the employee's separation from employment, the investigation and processing of the allegation has been concluded and the employee has been exonerated of charges leading to being placed on this leave, the employee shall maintain reinstatement rights pursuant to Court Personnel Policies (Policy IV.8). Such employee, however, may be denied reinstatement by the Court following just cause standards (i.e., typical disciplinary standards).

21.8.2 An employee placed on administrative leave for investigation of an internal (i.e., within the Court) charge or allegation of misconduct shall continue to receive regular pay during the period of administrative leave. Such administrative leave shall not be granted in lieu of any actual Court work day(s) suspension which may be imposed during disciplinary proceedings. Administrative leave shall not be continued when an investigation has been concluded and absence from duty is a result of disciplinary action.

21.9 Family Leave of Absence

Unless superseded by the Federal Family Medical Leave Act or the California Family Rights Act, the following unpaid leave provisions apply:

- Upon request, an employee may be granted up to a total of four (4) months of unpaid leave of absence for the birth, adoption, or serious illness of a child, or in the event of the serious illness of a spouse or parent, pursuant to the California Family Rights Act of 1991. At the request of the employee, such family leave may be extended at the discretion of the Court;
- When an employee is on a family leave of absence, the Court shall continue to pay its share of premiums, as set forth in Section 40.1.2, for employee health and dental insurance coverage for as long as the employee continues to pay their share of premiums. If a dependent of the employee is covered by the health insurance plan at the time the leave goes into effect, and the employee elects to continue coverage for a dependent while on leave, the Court shall continue to pay its share of dependent coverage for as long as the employee continues to pay their share of dependent premiums; and
- An employee must use accumulated paid time off, holiday credits, or compensating time prior to taking a family leave of absence.

21.10 Union Leave

21.10.1 Unpaid Leave for Union Business

An employee may, with approval of the CEO, take an unpaid leave of absence of up to five (5) actual Court workdays for purposes of Union business. Such leave of absence may be taken more than once, but shall not exceed a total of five (5) actual Court workdays per fiscal year. The CEO's decision shall be based on the operational needs of the Court.

21.10.2 Paid Union Leave

Employees shall be granted paid leave in accordance with California GC 3558.8, as amended. The Union shall request to meet with the Court sufficiently in advance of the desired date for initiation of a leave period in order for the parties to reach mutual agreement regarding procedures for requesting and granting leave.

22 CATASTROPHIC LEAVE

22.1 Definition of Catastrophic Illness or Injury

Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of their accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse (or the household member who is "the only community recognized significant other" who has resided with the employee for a least six (6) months prior to a need for Catastrophic Leave), or child that results in the employee being required to take time off from work for an extended period to care for the family member, when this creates a financial hardship because the employee has exhausted all of their accumulated paid leave time. An employee's job related illness or injury subject to workers' compensation coverage shall not be eligible for this catastrophic leave provision.

22.2 Conditions of Donated Catastrophic Leave

Conditions under which paid leave time may be donated from a court employee to another court employee via the catastrophic leave bank:

- Any Court employee may donate accumulated paid time off, compensatory time, sick time or holiday time to a specific eligible Court employee by making such donation to the Court Catastrophic Leave Bank;
- Donations must be made in increments of whole actual Court workdays (one or more) from the donating employee; and
- The donation of paid leave time is irreversible. Should the employee receiving the donated hours not use all donated leave for the catastrophic illness/injury, any unused balance will be returned to the Catastrophic Leave Bank.

22.3 Donated Leave Time Conversion

Donated paid leave time shall be converted to its compensation value (i.e., the donor's hourly wage plus the fringe benefit cost to the Court for each employee dollar paid) and then such dollar value shall be added to the Catastrophic Leave Bank as follows:

- Used Catastrophic Leave time shall be converted to its compensation value (i.e., the recipient's hourly wage plus the 33% fringe benefit cost to the Court for each employee dollar paid) and then such dollar value shall be subtracted from the Catastrophic Leave Bank;
- For examples: (For ease/consistency of computation, all examples assume a 33% fringe benefit factor.) A donation of eight hours from an employee who earns \$13.00 per hour adds the following dollar value to the Catastrophic Leave Bank:

$$\begin{aligned} & 8 \text{ hours} \times (\$13 + 33\% \text{ fringe benefit cost}) \\ & 8 \times (\$13 \times 1.33) \\ & 8 \times \$17.29 = \$138.32 \text{ added to the Catastrophic Leave Bank.} \end{aligned}$$

Use of eight hours by an employee who earns \$12.00 per hour subtracts the following dollar value from the Catastrophic Leave Bank:

$$\begin{aligned} & 8 \text{ hours} \times (\$12 + 33\% \text{ fringe benefit cost}) \\ & 8 \times (\$12 \times 1.33) \\ & 8 \times \$15.96 = \$127.68 \text{ subtracted from the Catastrophic Leave Bank.} \end{aligned}$$

- Employees donating paid leave time shall do so in writing on a form developed by, and submitted to, the Court Human Resources Manager; and
- All donation transactions shall be credited effective the pay period following receipt of the donation form. Hours of recipient usage shall be recorded as use of catastrophic leave during the pay period used for payroll record keeping purposes.

22.4 Conditions for Use of Paid Leave Credits

22.4.1 Conditions under which paid leave credits may be used:

- The employee requesting to use "Catastrophic Leave" shall submit a written request to the HR Director for review. The request must include a written statement from a licensed physician verifying the illness or injury;
- The recipient employee must have exhausted any accumulated paid leave time for which they are eligible (sick, paid time off, compensatory, holiday, etc.) prior to utilizing Catastrophic Leave;

- Any paid leave time accrued by the recipient employee while using donated time must be used during the next pay period before use of donated time;
- Only employees who accrue paid time off are eligible to receive donated paid leave time;
- The use of donated paid leave time shall not exceed three months for any one catastrophic illness/injury; and
- In no event shall a leave for the recipient employee be granted for longer than one year from the time the employee is unable to work in their regular job.

22.5 Catastrophic Leave Committee

An employee who desires to appeal an administrative decision or interpretation of the above provisions concerning Catastrophic Leave may appeal to the Catastrophic Leave Committee. The Committee shall be composed of a representative of the Court, a representative of the Union, and a chairperson mutually acceptable to both of these representatives. If these representatives cannot agree upon such person, the Humboldt County Human Resource Director or designee shall be the chairperson.

23 TRAVEL EXPENSE REIMBURSEMENT AND MILEAGE ALLOWANCE

23.1 Travel expenses and mileage reimbursements

Travel expenses and mileage reimbursements shall be granted to Court employees pursuant to Government Code Section 69505. The Court shall adhere to the Judicial Council of California's (JCC's) policy on travel expense reimbursement for trial court employees as amended by the JCC from time to time. The Court will make its best effort to continue its practice of providing employees with a copy of current rates at the time of any travel.

24 CLOTHING AND EQUIPMENT

24.1 Reimbursement for Damaged or Stolen Items

24.1.1 Upon approval of the CEO, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing clothing or prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee or required by the nature of their duties, when such items are damaged or destroyed in the line of duty without fault of the employee or stolen from Court facilities.

24.1.2 If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The CEO shall

establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items of personal property used on Court business unless they have more than minor value and are listed on an inventory of such items which has received CEO certification that said items are necessary for the conduct of Court business.

25 PAY PERIOD AND TIME FOR RECEIPT FOR PAYROLL WARRANTS

25.1 Pay Period

The pay period shall be a fourteen (14) consecutive calendar day period commencing at 12:01 a.m. Sunday and ending at midnight the second Saturday. All timecards are due by noon on alternate Fridays. If a court holiday falls on either the last day of the pay period or the week following the end of the pay period, timesheets will be due one or two days earlier as appropriate. This conversion of the pay period will occur as soon after ratification as is functional for court administration. Pay dates for employees shall not be changed during the conversion.

Time card corrections, and only corrections, will be due by 12:00 p.m. the next work day following the day timesheets are due. Employees will enter their time daily, or no later than noon of the following work day.

The Court will provide employees a printed copy of all pay, deductions, and benefit accruals only upon written request.

25.2 Payroll Computation

The amount of wage earned for a pay period or any portion thereof shall be computed by multiplying the number of regular shifts worked by the daily rate or by multiplying the biweekly rate by the fraction or percentage which the number of hours worked represents of the total work time in the payroll period.

25.3 Time for Receipt of Payroll Warrants

Employees shall receive payroll warrants on the second Friday following the end of each pay period. When a payday falls on a legal holiday, employees shall receive their payroll warrants on the actual Court workday preceding the normal payday.

25.4 Time Card Alteration

25.4.1 In the event the time card is submitted on time to the designated manager and the time card is to be altered, the employee shall be notified prior to the alteration whenever practical, except when the alteration is made to correct a clerical or computational error.

25.4.2 In the event that such employee whose time card is altered is unavailable for prior notification, they shall be notified of the alteration as soon as practicable after return to their assigned work station.

26 DAYS AND HOURS OF WORK

26.1 Conversion from 8 Hour Workdays to 7.5 Hour Workdays

Effective Date of Conversion

26.1.1 Following ratification of the 11/16/17 – 8/31/19 contract and subject to the exception set forth in subsection 26.2.2 below, all employees currently working eight (8) hour workdays shall convert to 7.5 hour workdays with no reduction in wages and no reduction in leave accrual rates. Upon conversion from an 8-hour workday to a 7.5-hour workday, the employees' work schedules will be as follows:

- Deputy Clerks IV and V, and Deputy Clerk VI: 8:15 a.m. to 4:45 p.m., with one hour for lunch.
- Deputy Clerks, I, II and III: 8:15 a.m. to 4:45 p.m., with one hour for lunch.
- Paralegals: 8:15 a.m. to 4:45 p.m., with one hour for lunch.
- Maintenance Custodians, I and II: 3:00 p.m. to 11:00 p.m., with one-half hour for lunch.

The employees will retain their ability to request flexible or alternative work schedules as provided under Section 26.2.2 of the parties' Memorandum of Understanding. Employees in the LPC series may request, and will be approved for, a schedule of 8:30 a.m. to 4:30 p.m., with one half-hour lunch.

26.2 Policy on Work Schedules

26.2.1 In order to promote more efficient governmental operations or to secure substantial equality among Court employees, the CEO may provide by rule for an alternate schedule of actual Court workdays, hours actually worked, or Court work hours by employees, taking into consideration the varying needs and requirements of the Court. The CEO shall establish procedures to implement the provisions of this paragraph.

26.2.2 The CEO may initiate or grant flexible work schedules for employees. The CEO will do so in consultation with the employee(s), unless emergency circumstances prevent such consultation.

26.3 Days and Hours of Work

Except as provided in Section 26.1; 28.5; a full time Court Employee in a full-time position shall work a set of hours as authorized in Subsection 9.3.1.

27 WAGES AND WAGE RELATED MATTERS

27.1 Wages

27.1.1 Wages and Wage Related Matters

Appendix F provides the full range of steps in each classification for the term of the agreement. Steps A and B of the LPC I and Custodian I classifications are no longer in effect but are retained for historical reference only. In all classifications, Steps B, C, D, and E are each 5% above the previous step.

Effective the first full pay period after ratification of this total agreement, the Court agrees to pay an across-the-board wage increase of 2.5% for all classifications covered by this agreement retroactive to September 8, 2019. In addition, the Court will distribute a \$270 one-time payment as soon as is practicable for processing an off-cycle payment following ratification by the Union.

By June 30, 2020, the Court Executive Officer shall have the sole discretion to determine if, and in what amount, a one-time lump sum payment will be provided to all bargaining unit employees. If the Court Executive Officer determines that a one-time lump sum payment will be provided to all bargaining unit employees, the Court will distribute the one-time lump-sum payment in a pay period effective prior to the end of the fiscal year. The Court Executive Officer's action pursuant to this section shall not be subject to the Grievance Procedure.

27.2 Public Employees' Retirement System

27.2.1 In accordance with the Public Employees' Retirement System Law (PERS) and Public Employee's Pension Reform Act (PEPRA), employees in this Main Unit shall be covered by:

- A. If the employee was hired prior to July 6, 2012 and became vested, the 2.7% at 55 retirement formula.
- B. If the employee was hired July 6, 2012 through December 31, 2012 and became vested, the 2.0% at 55 retirement formula.
- C. If the employee was hired after December 31, 2012, the 2.0% at 62 retirement formula.
- D. Retirement calculation subject to PERS reciprocity.

27.2.2 The Court shall use the CalPERS one-year final compensation provision for Miscellaneous Court employees. The foregoing benefit shall be provided by the Court to its employees contingent upon the same benefit continuing to be provided by the County

of Humboldt for its employees based on the County of Humboldt/CalPERS Retirement Contract.

27.2.3 The Court shall follow I.R.S. Code Section 414 (H)(2) by allowing Court Miscellaneous employees to pay their CalPERS member contributions and defer state and federal income taxes on the members' contributions.

27.2.4 Employees in the Main Unit shall pay the employees' share of the CalPERS Retirement contribution in accordance with PERS and PEPRA:

A. If the employee was hired prior to July 6, 2012, the employee pays 8% into CalPERS for retirement.

B. If the employee was hired July 6, 2012 through December 31, 2012, the employee pays 7% into CalPERS for retirement.

C. If the employee was hired after December 31, 2012, the employee pays 6.25% into CalPERS retirement.

D. Retirement contribution subject to PERS reciprocity.

27.2.5 The Court shall provide the credit for unused sick leave option to Miscellaneous Court employees upon retirement. The foregoing benefit shall be provided by the Court to its employees contingent upon the same benefit continuing to be provided by the County of Humboldt for its employees based on the County of Humboldt/CalPERS Retirement Contract.

27.3 Longevity Incentive Pay

Effective June 27, 1999, an employee who has ten (10) years of uninterrupted continuous County or Court service shall be eligible for an increase in compensation of 5%.

Effective July 1, 2004, employees with twenty (20) years uninterrupted continuous County or Court service shall be eligible for an increase in compensation of 5%.

Effective November 16, 2015, employees with twenty-five (25) years uninterrupted continuous County or Court Service shall be eligible for an increase in compensation of 5%.

Longevity is a cumulative benefit calculated on an employee's base wages and any prior longevity.

Longevity calculations shall be counted from the initial date of probationary appointment (preparatory to a permanent appointment), or temporary appointment that was full-time and there was no break in service, as long as there has been no separation from County or Court service.

Time spent in layoff status (prior to the effective date of this MOU), on medical leave or any unpaid leave greater than 30 calendar days shall not count as time worked for longevity calculations. Subsequent to the effective date of this MOU, should an employee be separated from Court employment due to layoff, and then return to Court employment while in layoff status their calculation for longevity purposes shall be based on their initial date of hire into a position prior to the date of layoff minus any time spent on such layoff, medical leave or any unpaid leave greater than 30 calendar days.

27.4 Recruitment and/or Retention Problem

When the Court determines that a recruitment and/or retention problem exists in any represented classification and such problem can be alleviated or obviated by increasing the wage range for the affected classification, the Court and the Union shall meet and confer, as soon as practicable upon request of the Court, to establish an increased wage range for the affected classification.

27.4.1 The Union may bring to the attention of the CEO, its belief that problems in recruitment and retention exist. The Union and the CEO shall schedule a meeting to discuss this problem in a "consultation" forum.

28 EDUCATIONAL REIMBURSEMENT

28.1 Support

Both AFSCME Local 1684 and the Court encourage and support the employee to seek education and training which increase their job skills and develop their careers. The Court will benefit from any increase in employee skill and competency. Therefore, the Court will provide reimbursement for courses and certification exams which are related to the employee's present position or promotion within Court service.

28.2 Reimbursement

Reimbursement, which will be provided only to an employee in a full time position for tuition, fees and material costs directly related to the approved course or seminar, shall be limited to \$800 per course or seminar or \$100 per semester or quarter unit, whichever amount is greater, not to exceed \$800 per individual employee per fiscal year.

28.3 Text Books and Examinations

Said reimbursement shall include fifty percent (50%) reimbursement for the costs of required textbooks and one hundred percent (100%) reimbursement for the costs of certification examinations.

28.4 California Court Association (CCA)

In order to encourage career development and the exchange of information and ideas, the Court will pay the annual membership fee for those employees who wish to be members of the California Court Association (CCA). The Court shall pay a portion of the annual membership fee, equal to the amount of the annual cost of CCA dues.

28.5 Attendance

In order to further encourage career development, employees may be allowed to use paid time off and holiday time off for attendance at regularly scheduled classes. The Court may allow employees flexible and temporary reduced Court work hours for such purposes.

28.6 Interpretation and Implementation

This Article shall be interpreted and implemented pursuant to the provisions of Appendix C.

29 HEALTH AND SAFETY

29.1 Responsibilities

The Court is responsible for the safety of employees pursuant to the Labor Code, General Industry Safety Orders, including Section 3203 (Injury and Illness Prevention Program), and other applicable administrative CAL/OSHA Regulations. Although nothing in this Article is intended to shift that responsibility to the Union and/or its officers or other representatives, each employee in this unit has the responsibility to adhere to and abide by the above noted Code, Orders, Regulations and other Court policies, practices, rules and regulations concerning health and safety.

29.2 Work Environment

The Court shall make reasonable effort to provide a safe, well-lighted, well-ventilated work environment, and maintain proper habitable temperature standards, for all its employees at all times.

29.3 Safety Rules

Employees are responsible for following safety rules, for wearing safety equipment provided by the Court, and for reporting unsafe conditions immediately through the chain of command. The Union will encourage employees to carry out these responsibilities.

29.4 Changes to Written Provisions

The Court agrees to meet and confer with the Union if budget or other actions which the CEO proposes to take would affect written health and safety rights, privileges or benefits.

29.5 CAL/OSHA Inspection

One employee representative at a work site which is being inspected by a CAL/OSHA inspector shall receive release time, upon request, for the purpose of participating in the inspection. Additional employee representatives may be granted release time upon request to and approval by the employee's Court Manager.

29.6 Prior Notice

Representational access, as described in Subsection 5.1.1 of the Memorandum of Understanding, shall include access to Court facilities to meet with the employees on health and safety problems. Such representational access does not permit entrance to a facility to conduct safety inspections, unless the HR Director has received reasonable prior notice of the time, place and purpose of the proposed visit.

29.7 Non-confidential Data

Upon request, the Union and the Court agree to share relevant non-confidential available data relative to health and safety matters. If a document containing health and safety data includes both confidential and non-confidential information, the Court will redact the confidential information and provide the redacted version to the Union.

29.8 Health & Safety Meetings

The Court agrees to meet with the Union, upon request from the Union, to discuss health and safety concerns; such meeting to be conducted under the following conditions:

- Meetings to be conducted in addition to meet and confer sessions, except by mutual consent;
- Meetings to be held at/on such day, time and location as mutually agreed upon;
- Agenda to be submitted before each meeting which may be amended by either party to include additional topics for discussion. Absence of an agenda will cause cancellation of the meeting for that month;
- Absent agreement between the parties, issues shall not be considered which either the Court or the Union determine to be subject to the meet and confer process; and
- The Court shall grant release time for attendance at the meetings. Reasonable release time will be granted for the Union Representative appointed by AFSCME

1684 for the Court and a reasonable number of employees required to furnish information pertinent to the agenda.

29.9 Health & Safety Committee

The Court and the Union agree that health and safety committees are valuable and should be encouraged.

29.10 Clear and Present Danger

When an employee believes they are being required to work where a clear and present danger exists, they will immediately notify their manager.

29.10.1 The employee has the right to not continue with such work activities unless or until their manager investigates the situation and either directs the employee to temporarily perform some other assignment or proclaims the situation safe and directs the employee to resume the work activity which was investigated.

29.10.2 The Court recognizes the right of an employee, pursuant to state and federal law, to refuse, without sanction, to perform work that the employee reasonably believes is dangerous.

29.10.3 The Union agrees that the nature of certain jobs is such that they inherently contain an element of danger at certain times and agrees that employees who are currently in or are hired into these jobs will not refuse to work unless the level of danger is clearly beyond what would be considered appropriate for these positions.

29.11 Report of Threat

Employees who believe their health and safety has been threatened, during the course of their Court work duties, shall have the right to report such threat(s) to the appropriate law enforcement agency, during the employee's normal Court work hours (without loss of compensation), subject to notification of and approval from their immediate manager.

29.12 Hazardous Chemicals

The Court will comply with applicable state law regarding the use of hazardous chemicals.

30 VIDEO DISPLAY TERMINALS

30.1 Video Display Equipment Working Conditions

30.1.1 The Court and the Union agree that employees working on the video display equipment shall have safe and healthy work environments. This environment shall avoid excessive noise, crowding, contact with fumes, and other such unhealthy conditions.

30.1.2 The Court agrees whenever possible to design the flow of work to avoid long, uninterrupted use of video display equipment by Court employees.

30.1.3 The Union and each employee who works on video display equipment agree that safe and healthy work environments are shared responsibilities between the Court and the employee. Accordingly, employees agree: to participate in Court encouraged activities which contribute to safe and healthy work environments; to avoid potentially unsafe or unhealthy conditions noted above; to engage in helpful/healthful activities, both on the job and off the job, which have been suggested to obviate or alleviate video display user problems (e.g.: taking normal work breaks; avoiding long, uninterrupted use of such equipment; identifying and suggesting better work flow ideas; doing ergonomic exercises; etc.; and to report unsafe conditions immediately through the chain of command.

31 WORKING CONDITIONS

The Court and the Union agree to an ongoing review of working conditions for employees. Such review shall be conducted by the Health and Safety Committee (Subsection 29.8 of this Memorandum of Understanding).

32 HEALTH MAINTENANCE PROGRAM

32.1 Physical and Mental Health

Recognizing the direct interrelationship between an individual's physical and mental health, both the Union and the Court encourage and support the improvement and maintenance of the good physical health of employees. Toward this end the Court shall continue its commitment to good physical health of employees.

32.1.1 The parties agree to re-open the meet and confer process during the term of this MOU strictly limited solely to the issue of a "Wellness Program" with particular emphasis on:

- Assurance that an injury which occurs while an employee is allegedly engaged in, or allegedly results from, "Court encouraged/sponsored physical activity in furtherance of a 'Wellness Program'" does not subject the Court to any potential liability, including but not limited to Workers' Compensation liability; and
- Costs, and apportionment of such costs to the employee and the Court, of a "Wellness Program".

33 BREAK IN SERVICE – TEMPORARY APPOINTMENTS

33.1 Benefit Calculations

Court hours worked by an employee in a Temporary Appointment who is, or was, during the Court work hours, covered by Article 2 shall not be considered a break in service but

shall be counted toward the calculation of benefits pursuant to the provisions of this MOU Article 18 –Paid Time Off (PTO) and Article 19 – Sick Leave With Pay; and the Court Personnel Policy Section V, Subsection 2 – Probationary Period; and Section VII, Subsection 3 (c) and (d) – Layoff.

33.2 Holidays

Whenever a holiday observed by the Court pursuant to Article 20 falls on a day when an employee serving in a Temporary Appointment might normally have been expected to work except for such holiday, the unpaid holiday shall not be considered a break in service.

33.3 Seniority Credits

Seniority credits will be based on continuous hours of employment. In the event of a break in service, seniority shall be calculated from the first Court work hour of the return to work following the break.

34 LEAVE AT TERMINATION

34.1 Termination Pay Out

Accumulated paid time off and holiday credit will be paid off in monetary compensation at the time of termination of employment, rather than being taken off immediately prior to termination with the intent of extending the termination date by the amount of the leave time.

35 BLOOD DONATION

35.1 Paid Release Time

An employee shall be permitted up to two and one-half (2-1/2) Court work hours of paid release time per calendar year, subject to the employee's Court Manager's approval, for the purpose of donating blood to a licensed community blood bank, when used in conjunction with an equal portion of the employee's paid time off.

35.2 Record of Donations

An employee claiming release time under this provision shall make their record of donations available for verification upon request of the HR Director.

36 GROUP LIFE INSURANCE

36.1 Term Life Insurance

The Court will provide term life insurance group coverage of \$25,000 for eligible employees regularly scheduled to work at least 0.50 FTE (full-time equivalent). Employees shall be eligible to purchase additional amounts of term life insurance through payroll deduction in accordance with the Court's group policy.

36.2 Conversion

The premium waiver in case of disability will end at the first of the month following the date on which disabled employee reaches his or her full retirement age as that phrase is defined by the Social Security Administration. The employee will have 31 days from that date to exercise their right to convert the policy to an individual policy of life insurance without evidence of insurability, subject to employee's payment of the applicable premium.

37 STATE DISABILITY INSURANCE

37.1 California State Disability Insurance

(SDI) is a partial wage-replacement insurance plan for California workers. Workers covered by SDI are covered by two programs: Disability Insurance (DI) and Paid Family Leave (PFL). The Disability Insurance program currently (as of December 2017) provides up to fifty-two (52) weeks of benefits to eligible workers who suffer a loss of wages when they are unable to work due to a non-work-related illness or injury, or due to pregnancy or childbirth. The Paid Family Leave program currently (as of December 2017) provides up to six (6) weeks of benefits to eligible workers who suffer a loss of wages when they need to take time off from work to care for a seriously ill child, spouse, parent, registered domestic partner, or to bond with a new child.

37.2 Filing an SDI Claim

Employees are encouraged to file any SDI claim as soon as possible. The Court is not involved in the SDI application/benefit payment processes. As of December 2017 the Employment Development Department's (EDD's) website provides SDI eligibility requirements and states that an employee can file a claim no sooner than the ninth (9th) day, but no later than forty-nine (49) days, after the first day of disability; "date of disability" is further defined as the day an employee becomes unable to work.

37.3 Integration

SDI allows employees to integrate accrued paid leave and SDI benefits. Integration has the effect of approximating full compensation during the employee's leave of absence (LOA) by combining accrued paid leave and SDI benefits, for as long as the employee's

leave balance(s) permits. The integration formula is calculated to ensure that the employee's combination of accrued paid leave and SDI benefits does not exceed their regular salary, as it is unlawful for an employee to draw and retain SDI benefits which, when combined with wages or other benefits, exceeds regular pay.

37.4 Benefit Accruals

Employees will continue to accrue all forms of leave, including paid time off, sick leave and holiday credit in a pro rata amount each pay period commensurate to benefit hours integrated with SDI benefits. For example, if SDI benefits equal two-thirds ($\frac{2}{3}$) and integrated benefit time equals one-third ($\frac{1}{3}$) of an employee's normal rate of pay, the employee shall accrue all regular benefits in a pro rata amount equal to one-third ($\frac{1}{3}$) of that employee's regular accrual amount.

37.5 SDI and PFL Waiting Periods

Components of SDI require a 7-day waiting period before any benefits are paid. (Note: as of January 2018, PFL does not require a 7-day waiting period.) If an employee chooses to integrate and has at least one full work week of accrued paid leave, the employee may elect to use the full work week of accrued paid leave during the waiting period. If the employee has less than one full work week of accrued paid leave to use during the waiting period, the balance not covered by accrued paid leave hours will not be compensated by either SDI or the Court.

37.6 Integration Options

When going out on a LOA for purposes covered by SDI an employee has three options: (1) integrate all accrued paid leave with SDI benefits; (2) decline to use accrued paid leave and collect only SDI benefits; or (3) receive only accrued paid leave until accrued paid leave balances are exhausted. When completing an Integration Request form supplied by Human Resources, the employee will be prompted to select one of these options.

37.7 Notifying Human Resources

Employees should notify Human Resources of their integration election not later than five (5) work days before the beginning of their LOA, except in cases of emergency, in which case the notification should be made as soon as is reasonably practicable. Employees are encouraged to consult with Human Resources as soon as possible in the case of temporary disability. Failure to coordinate with Human Resources as early as possible may result in delays or difficulties in appropriate integration of benefit time with SDI payments.

37.8 Option #1

If an employee elects to integrate their accrued paid leave with SDI benefits, the employee is required to continue integration until the employee's LOA ends or the accrued paid leave balances are exhausted.

37.9 Option #2

If an employee declines to use accrued paid leave and collect SDI benefits only, the election is irrevocable and will stay in effect until the employee returns to work. The one exception for employees exercising this option is that an employee may elect to integrate accrued paid leave upon *extension* of the employee's LOA by completing a new Integration Request form. This change must be submitted at the time of the extension to be effective; it will not be made retroactively. When selecting this option an employee may still use accrued benefit time during the first 7-day waiting period before SDI benefits can begin.

37.10 Option #3

If an employee chooses to receive only accrued paid leave until accrued paid leave balances are exhausted, this decision is irrevocable and will continue until all benefit time is exhausted or the LOA ends. The sole exception is that an employee may change their election to either Option #1 or Option #2 above upon extension of the employee's LOA by completing a new Integration Request form. This change must be submitted at the time of the extension to be effective; it will not be made retroactively.

38 WORKERS' COMPENSATION

38.1 Workers' Compensation

Employees are covered by workers' compensation for job related injury or illness. Workers' compensation benefits shall be provided in accordance with and set by applicable California State Law. Employees who believe they have experienced a work-related illness or injury should immediately contact their manager.

39 INDEMNIFICATION/DEFENSE

39.1 Indemnification

An employee has the right to indemnification by the Court for claims or judgments arising out of their Court employment under the terms and conditions set forth in Sections 825 and following of the California Government Code, as amended.

39.2 Defense

An employee has the right to be defended at the Court's expense, in civil actions and proceedings and certain criminal actions and proceedings arising out of their Court employment under the terms and conditions of Sections 995 and following of the California Government Code, as amended.

40 HEALTH INSURANCE

40.1 Healthcare Plans

The Court shall provide group healthcare plan coverage to employees not covered by the healthcare opt-out provision in Section 40.1.3.

40.1.1 The Court shall contribute amounts on a monthly basis for Court sponsored healthcare plan premiums as outlined in Appendix G. The Court's monthly contribution for any employee shall not exceed the total monthly plan premium.

40.1.2 For both active and retired employees, the Court, for purposes of compliance with current Court sponsored healthcare regulations, shall contribute a monthly premium for medical insurance as outlined in Appendix G. This premium shall be included in the Court's contribution to the Flexible Benefit Plan. Should the Court contribution increase due to Court sponsored healthcare contract requirements, the new amount shall be included in the Court's contribution to the Flexible Benefit Plan.

40.1.3 Employees may choose any Court sponsored healthcare plan. Employees may waive coverage in a Court-sponsored healthcare plan if they provide certification of alternative group healthcare coverage to the Court on an annual basis in August. Amount of opt-out payment in lieu of coverage is provided in Appendix G. Eligible employees who opt out of healthcare coverage will receive payment in lieu per Appendix G while on paid status only.

40.1.4 The definition of eligible dependents in the Court's medical, dental, and vision plans shall include domestic partners as defined and certified by the State of California, Office of the Secretary of State.

40.1.5 The Court shall provide group vision plan coverage to employees and shall contribute each month towards the total vision plan premium as outlined in Appendix G.

40.1.6 The Court will increase its monthly contribution to health insurance in January 2020 by \$35 for Employee Only coverage, \$70 for Employee +1 coverage and \$140 for Employee +2 or more coverage. Court-provided contribution amounts which exceed the total monthly premium of medical insurance will be applied to the employee cost of vision and dental insurance only and may not exceed the total amount of medical, vision and dental combined.

Employees opting out of medical insurance shall receive the amount of each increase to the Employee Only healthcare premium payment (\$35) as wages in addition to previous total opt-out payment amounts. The total opt-out in lieu amount will be as specified in Appendix G.

40.2 Flexible Spending Account

The Court shall provide a flexible spending account option under applicable IRS provisions to allow employees to pay eligible medical and dependent care expenses on a pre-tax basis.

40.2.1 During the term of this MOU, the parties agree to reopen the meet and confer process, upon request of either party, solely and specifically limited to the issue of changing the health insurance plan from PERS to some other carrier (or some other plan).

40.3 COBRA

40.3.1 The Court shall notify employees and their eligible dependents of their rights (if any) to continue health and dental insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

40.4 Health and Dental Plan Information

40.5 Retiree Medical Insurance

40.5.1 Employees who retire from Court service and are eligible for and elect to remain on the Court medical insurance plan shall pay the total premium cost for coverage for employees (i.e., the total premium cost minus the employer contribution per GC 22892, as amended). (Refer to Appendix G for employer contribution rate). Rates and plans offered are subject to change upon notification from CalPERS when a retired member becomes Medicare eligible.

41 DEFERRED COMPENSATION

41.1 Voluntary

AFSCME represented employees shall be allowed to participate in the voluntary deferred compensation plan in accordance with the Court rules and regulations established by the plan administrator and the Court.

41.2 Change of Administrator

The Court agrees to meet in a consultation forum with AFSCME prior to changing the plan administrator.

42 EMPLOYEE ASSISTANCE PROGRAM

42.1 AFSCME Responsibilities

AFSCME represented employees shall be provided with an Employee Assistance and Counseling program, subject to the rules and regulations provided by the Court. The Court shall meet in a consultation forum with AFSCME prior to changing the Program administrator. AFSCME's support for this program shall be identified on the brochure developed for the Court entitled "Employee Assistance and Counseling Program".

42.2 Management Referral

42.2.1 Employees who elect to participate in the Management Referral portion of the program shall be allowed up to twenty-four (24) Court work hours of paid release time per calendar year for attendance at counseling sessions resulting from the Management Referral. Employees utilizing paid release time under this provision shall verify their attendance at such counseling sessions upon request of the HR Director. The Management Referral portion of the program is entirely voluntary.

42.3 Confidentiality

Participation in the Employee Assistance and Counseling Program is strictly confidential, except as provided by applicable law and the contingent requirement for verified attendance specified in Subsection 42.2.1 above.

43 WORKLOADS AND CASELOADS

43.1 Workload Changes

It is acknowledged by the parties that budgetary constraints may cause workload changes for Court employees by reducing the number of employees available to do the work, or other similar reason. Employees who have experienced such workload changes shall not be subject to disciplinary action or poor performance evaluations for failure to increase their relative work output above that which was expected prior to the change. It is understood that in order to gain this protection, employees must have been performing an acceptable level of work output prior to the change, and must have made reasonable efforts to do the work assigned after the change.

43.2 Relative Work Output

"Relative work output" means that amount of work production expected of an employee, given the various circumstances which have an environmental effect upon productivity, such as: fluctuations in work input (quantity); incremental changes in the nature of the work; expectations of managerial employees (quality and timeliness); ability of the employee; type of equipment used; training; and other factors which have an effect on the work an employee produces, as determined by the employee's manager.

43.3 Workload Reports

Effective upon ratification of this Memorandum of Understanding, the Court shall furnish the Union such reports as may be available on employee workload.

44 PERSONNEL FILES

44.1 Official Personnel File

The Court will maintain an official personnel file for each employee.

44.2 Disclosure

Except as provided in Section 44.6 below, information contained in an employee's personnel file will be disclosed internally only to persons with an employment necessity to know and to outside third parties pursuant to a proper legal request.

44.3 Inspection

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

44.4 Availability

The Court will make the employee's official personnel file available where the employee reports to work within a reasonable period of time after the employee has made a request for his or her official personnel file.

44.5 Protections

Records of a Court employee relating to the investigation of a possible criminal offense, letters of reference, and other matters protected by constitutional, statutory, or common law provisions shall be excluded from the provisions of Sections 44.3 and 44.4

44.6 Reference Checks

Reference checks regarding current or former employees must be directed to the Court Human Resources Manager or designee. Unless the current or former employee signs an authorization and release regarding the disclosure of specific further information, the only information that will be disclosed is the employee's current or final job title and dates of employment.

44.7 Retention of File

Each employee's official personnel file will be retained during the time of employment and for a minimum of seven years from the employee's last date of employment.

44.8 Copy to Employee

Copies of written reprimands or memoranda pertaining to an employee's performance which are to be placed in the employee's personnel file shall be given to the employee at or near the time of placement, or if the employee is not available, shall be mailed to the employee's last known home address.

45 MEMORANDUM OF UNDERSTANDING DISTRIBUTION

45.1 Design, Review, Copies

After the Union and the Court have reached a final tentative agreement, the Union shall conduct a ratification vote of the members within thirty (30) calendar days. If ratified, the Court shall submit the final tentative agreement for approval within thirty (30) calendar days. After ratification of the MOU by the Union and approval by the Court, the parties shall have thirty (30) days to complete the design and format of the new MOU which shall be jointly determined by the Court and the Union. The Court shall provide the Union with one (1) original copy, suitable for reproduction, of the complete MOU.

45.2 Gender and Number

In this MOU the gender-neutral pronoun "they" shall be used, and the singular or plural number shall be inferred where indicated by context. The parties will endeavor to ensure consistent application of this usage throughout the MOU and will by mutual consent make corrections in usage as necessary.

46 NON-DISCRIMINATION

46.1 Non-Discrimination

There shall be no discrimination by the Court against any employee or applicant for employment on the basis of any non-job related factors. The Equal Employment Opportunity Policy (Appendix D) shall be fully incorporated into this document by reference. The parties agree that the E.E.O. Policy is not subject to the meet and confer process.

47 AMERICANS WITH DISABILITIES ACT

47.1 Implementation

Both the Court and the Union are committed to implementation of the Americans with Disabilities Act of 1990, to wit:

- The parties acknowledge that certain provisions of this Memorandum of Understanding or related terms and conditions of employment may need to be altered to meet the requirements of the Americans with Disabilities Act;
- The Union recognizes that the Court has the legal obligation to meet with individual employees to be accommodated before any adjustment is made in working conditions. The Union will be notified of the proposed accommodation prior to implementation by the Court;
- Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure process; and
- Prior to altering any provision of this Memorandum of Understanding in order to undertake required accommodations for an individual protected by the Act, the Court will provide the Union with written notice of its intent to disregard the Memorandum of Understanding provision, and will provide the Union with the opportunity to discuss other options in a consultation forum.

48 SEXUAL HARASSMENT

An employee alleging sexual harassment may file a claim with Human Resources or a designee and/or the appropriate federal or state agency (i.e., Equal Employment Opportunity Commission (EEOC), Department of Fair Housing and Employment (DFEH)). It is the Court's policy to investigate all claims of sexual harassment in a thorough and expeditious manner. Any claims of unlawful sexual harassment shall not be grievable, as employees making such claims have recourse to the EEOC or DFEH and also to a lawsuit filed in state or federal court for determination and relief.

49 MAINTENANCE OF BENEFITS

49.1 Written Rights

All written rights, privileges, benefits and terms and conditions of employment within the scope of representation as of the date of this Agreement which are specifically set forth in this Agreement shall remain in full force, unchanged during the term of this Agreement unless changed as a result of a meet and confer process.

49.2 Unwritten Rights

All unwritten rights, privileges, benefits and terms and condition of employment within the scope of representation as of the date of this Agreement, except those directly modified or terminated by this Agreement or as established by law, may be changed only after meeting and consulting with the Union.

50 GRIEVANCE PROCEDURE

50.1 Purpose

A. This grievance procedure shall be used to process and resolve grievances arising under this MOU. It is not to be interpreted as reflecting unfavorably upon the employee or the Court.

B. The purposes of this procedure are:

- To resolve grievances informally at the lowest possible level;
- To provide an orderly procedure for reviewing and resolving grievances promptly; and
- To assure fair and equitable treatment of all employees.

50.2 Definitions

- A. A "grievance" shall mean a dispute involving the interpretation, application, or enforcement of the express terms of this MOU.
- B. A "grievant" shall mean an employee or group of employees who is/are covered by this MOU or the recognized employee organization filing a grievance involving a covered employee.
- C. The "recognized employee organization" for purposes of this article shall mean AFSCME, the organization which represents the employees in classifications listed on Appendix A of this MOU.
- D. Actual Court Workday – Actual court workdays, hours actually worked, or court work hours.

50.3 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 actions within the time limits contained in the grievance procedure. However, with the written mutual consent of the parties, the time limitations for any step may be extended.

50.4 Waiver of Steps

The parties may mutually agree, in writing:

- To waive any step of the formal grievance procedure; and/or
- To engage in mediation prior to, or instead of, any step of the formal grievance procedure or the appeals process.

In the event of discipline that has been subject to a *Skelly* hearing, the grievance will properly begin at Step 3.

50.5 Informal Grievance Discussion

Prior to initiating a formal grievance, an employee shall have an informal grievance discussion with his or her immediate manager (or the employer representative who made the decision giving rise to the dispute), within fifteen (15) workdays of the situation giving rise to the grievance or from the date the employee should have reasonably been expected to identify the situation giving rise to the grievance. This discussion should occur solely between the grievant and the manager with no other manager or AFSCME representative present.

However, when the grievant feels they cannot for any reason meet in an informal grievance discussion alone with their immediate manager (or employer representative whose decision gave rise to the dispute), the grievant may be assisted by a person of their choice. In this circumstance, the person selected to assist the employee may not be a representative of any employee organization other than the exclusive representative. The employee must inform the manager in advance when choosing to be assisted by another person at the informal grievance discussion so that the manager may schedule another manager to attend.

The court manager shall provide the grievant with a written response within ten (10) Court workdays of the date of the informal grievance discussion.

The failure of an employee to complete the informal grievance discussion shall preclude that employee from initiating a formal grievance.

50.6 Formal Grievance Procedure

If the grievant is not satisfied with the written response to the informal grievance discussion, they may file a formal grievance. The formal grievance must be filed within ten (10) Court workdays of receipt of the written response to the informal grievance discussion.

STEP 1

A formal grievance must be preceded by an informal grievance discussion as stated in Section 50.5 above.

Step 1 shall be filed with the Human Resources Director's office on a form mutually agreed to by the parties within ten (10) court workdays of the grievant's receipt of the informal written response. The parties agree that the current grievance form shall be used until a new form is mutually agreed upon. Human Resources will provide a copy of the written formal grievance to the individual identified as having made the decision giving rise to the dispute. The grievance form(s) can be found in the Human Resources Director office or available on the court's intranet.

A meeting shall be scheduled within ten (10) court workdays of the filing to meet and to review the facts, gather all supporting documents, discuss the complaint and desired solution. The attendees at this meeting shall include the grievant, their representative (if desired by the grievant), the grievant's immediate manager (or employer representative whose decision gave rise to the dispute), and the Human Resources Director. A written response from the Human Resources Director shall be provided within ten (10) court work days of the meeting.

STEP 2

If the grievant is unsatisfied with the decision at Step 1 above, the grievant may appeal the decision in writing to the CEO. Such written appeal must be filed with the CEO within ten (10) Court workdays of receipt of the Step 1 decision. The CEO shall, if requested, hold a formal meeting with the grievant (and their representative, if desired by the grievant) and the grievant's manager (or the employer representative whose decision gave rise to the dispute) within ten (10) Court workdays of the grievant's submission of their written appeal to the CEO. The CEO shall issue their written decision within ten (10) Court workdays from the close of the formal meeting. If no such meeting is held, the CEO shall issue their written decision within ten (10) Court workdays from receipt of grievant's appeal.

STEP 3

If the grievant is unsatisfied with the decision of the CEO in Step 2, they may appeal the decision to arbitration within ten (10) days of their receipt of the decision. The appeal shall be in writing and shall be filed with the Human Resources Director.

Once arbitration has been requested, and if both parties are willing to make a "good faith" effort to resolve the case short of arbitration, the parties may mutually agree to submit the appeal to advisory mediation by the California State Mediation and Conciliation Service or other mutually agreeable mediation group within five (5) court workdays of grievant's filing of their appeal. As is set forth in Section 51.2 below, any such agreement to mediate shall have no effect on the arbitration deadlines set forth in this Article unless the parties mutually agree otherwise.

The costs for the mutually agreed upon mediation shall be borne equally between the Court and the Union.

50.7 Grievance Responses

At each step of the grievance procedure:

A. The Court's responses shall be attached to the original formal grievance with all its attachments and delivered to the grievant's regular work station, mail box or home address in an envelope marked "confidential." A copy of the response shall be sent to the representative indicated on the grievance form at the same time.

B. The grievant's responses shall be attached to the original grievance with all its attachments and delivered to the manager appropriate to the step of the grievance procedure.

50.8 Failure To Act Within Timelines

Failure by the grievant to comply with any of the timeline requirements shall bar the grievant from proceeding to the next step, and the grievance shall be dismissed. Failure by a Court management representative to comply with any of the timeline requirements shall allow the grievant to proceed to the next step in the grievance procedure.

50.9 AFSCME Representation

A. A represented employee or group of represented employees shall have the right of AFSCME representation at each step of the formal grievance procedure. However, AFSCME shall not be required to be present at any step unless so requested by a grievant. The court shall notify employees at the time of scheduling any meetings that may result in disciplinary action that the employee is entitled to a representative.

B. A represented employee or group of represented employees shall have the right at any time to present a formal grievance to the Court and to have such grievance resolved, without the intervention of AFSCME, as long as the resolution is not inconsistent with the terms of the MOU. If AFSCME has been requested to participate by a grievant, it has the right to be present and make statements at any step in the formal grievance procedure. The Court shall deliver to the Union a copy of any written Court formal grievance decision filed under Article 50 of this MOU for the Main bargaining unit.

50.10 No Reprisals

There shall be no reprisals against any employee for processing, filing or participating in the grievance procedure.

50.11 Release Time

Paid release time, as determined to be reasonable by the CEO, shall be provided when requested for all participants in the investigating and processing of a formal grievance, including the grievant, a Court employee AFSCME representative, and witness(es).

51 GRIEVANCE APPEAL PROCEDURE

51.1 Purpose

It is the purpose of this article to provide a fair and orderly process by which appeals for grievances described in this article are to be administered.

All remedies for resolving grievances prior to appeal shall be exhausted before appealing under this article. Failure to exhaust such remedies shall constitute grounds for waiving the rights to appeal.

51.2 Voluntary Mediation

Within ten (10) court workdays after the written appeal to arbitration has been filed, and if both parties are willing to make a "good faith" effort to resolve the case short of arbitration, the parties may mutually agree to submit the appeal to advisory mediation by the California State Mediation and Conciliation Service or other mutually agreeable mediation service. In the absence of a mutual agreement to extend the arbitration deadlines, then the arbitration deadlines set forth below shall remain in effect.

The costs for the mutually agreed upon mediation shall be borne equally between the Court and the Union.

51.3 Arbitration

Within ten (10) court workdays after (a) the written appeal to arbitration has been filed, or (b) a mutually agreed-upon mediation has concluded without resolving the appeal, the parties shall meet to:

- A. Attempt to settle the appeal; or
- B. Attempt to select an impartial arbitrator.

If no agreement is reached at this meeting regarding settlement or selection of an impartial arbitrator, the parties shall submit a request for a list of seven (7) arbitrators from any of the following:

- The American Arbitration Association;
- The State Mediation and Conciliation Service; or
- The Federal Mediation and Conciliation Service

Any cost imposed by any of these organizations for providing the requested list shall be shared equally by the parties.

The Court and AFSCME shall alternately strike names until one name remains and that person shall be the arbitrator. The party to strike the first name shall be determined by the flip of a coin.

Unless extended by mutual agreement of the parties, or necessitated by the arbitrator's own schedule, the arbitration will begin within sixty (60) Court workdays after the selection of the arbitrator.

No less than twenty days prior to the scheduled arbitration, the parties shall meet to:

- A. Attempt to agree upon stipulations of facts; and
- B. Attempt to agree upon an issue statement.

The costs of the arbitration shall be shared equally by the parties.

51.4 Powers and Duties of the Arbitrator

The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator shall be fully authorized and empowered to grant or refuse extensions of time, to set hearing dates, to issue subpoenas for documents or witnesses, and to perform any and all other acts in connection with such proceedings that may be authorized by law or this MOU.

The matters which the arbitrator shall consider, weigh and be guided by shall include, but not be limited to, the following:

- A. The State and Federal laws applicable to the parties.
- B. The express terms of this MOU.
- C. The stipulations of the parties.
- D. The interests and welfare of the public.
- E. Such other facts and information normally or traditionally taken into consideration in making findings and decisions.

The arbitrator shall not have the power to add, subtract from, or modify this MOU.

51.5 Evidence Submitted in Arbitration Hearing

Oral evidence shall be taken only on oath or affirmation. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered

in the direct examination; to impeach any witnesses; and to rebut evidence. If the appellant does not testify in their own behalf, they may be called and examined as if under cross-examination. The arbitration hearing need not be conducted according to technical rules of evidence. Any relevant evidence may be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Irrelevant and unduly repetitious evidence may be excluded.

51.6 Right of Representation

Either party may be represented by counsel or other representation at the arbitration. If representation is selected by the appellant, the person selected to assist the employee may not be a representative of any employee organization other than the exclusive representative.

51.7 Reporting and Records

All appeal hearings shall be recorded. If a transcript of the proceedings of an arbitration is produced, certified copies of the record of the arbitration hearing shall be maintained by both parties for a period of two (2) years after the final decision is rendered by the arbitrator. Either party may request a certified shorthand reporter to record the arbitration proceedings. The cost of the certified shorthand reporter shall be at the expense of the requesting party. Requests to arrange for a certified shorthand reporter shall be given by written notice to the arbitrator no later than ten (10) Court workdays prior to the arbitration hearing and shall be accompanied by a payment sufficient to cover the costs of the certified shorthand reporter. In the event a transcript is requested by either party to an arbitration proceeding, the original shall be filed with the requesting party within thirty (30) Court workdays following the date of the final decision of the arbitrator.

51.8 Arbitration Hearings

All arbitration hearings shall be closed to the public, except upon request of the appellant for an open hearing.

At the request of either party, and in the sound discretion of the arbitrator, witnesses who have not testified or are subject to recall for further testimony may be excluded from the hearing room until such time as they are called to testify.

51.9 Findings, Decisions and Orders

Following the arbitration hearing the arbitrator shall consider the evidence presented and shall make findings of fact regarding the appeal. The arbitrator shall further prepare a decision stating the appropriate action to be taken. Either party may request that the arbitrator put their decision, opinion or award in writing and that a copy be provided to

each party. The decision of the arbitrator and any related orders issued by the arbitrator shall be final and binding.

52 MAINTENANCE OF OPERATIONS

52.1 Full and Faithful Performance

AFSCME agrees that during the term of this Agreement and for the period of time necessary for the meet and confer process to conclude a successor agreement to this Memorandum of Understanding, neither the Union, nor any representative acting on its behalf, will cause, authorize, engage in, condone or sanction a strike, sympathy strike, sick-in, work stoppage, slow-down, picketing other than informational picketing on the employee's own time, concerted or individual failure to report for duty, unauthorized absence, including compliance with a request of another unit's labor organization to engage in or honor such activities against the Court, or any activity by any other euphemism known which results in less than the full and faithful performance of any duties of employment.

52.2 Prohibited Acts

The Union agrees to instruct its members that public employees who engage in any of the prohibited activities in Section 52.1 would be engaging in an act that is prohibited by this Memorandum of Understanding.

52.3 Disciplinary Action

If the Board of Judges determines that an employee has engaged in any activity which violates Section 53.1 above, the employee shall be subject to disciplinary action up to and including discharge from Court service.

52.4 Remedial Action

If the CEO determines that the Union has not engaged in supererogatory efforts in compliance with Section 53.2 above, the Union agrees to abide by any remedial action determined appropriate by the CEO: subject to a Union grievance, concerning such remedial action, to a Court Grievance Appeal Panel as outlined in Article 51 of this MOU.

52.4.1 The Court agrees that during the term of this Agreement, the Court shall not lock out any employees.

52.5 Joint Labor Management Committee

The parties have agreed to the formation of a Joint Labor Management Committee. The Committee will address issues relating to Court working conditions that are identified by either party. Discussions on identified issues will occur by mutual consent.

52.5.1 This committee will consist of up to three (3) members appointed by the Court Executive Officer and up to three (3) members appointed by the Union including a Certified Union Steward and the Union Business Agent. It is agreed that the initial meeting will be held within thirty (30) days of the ratification of this MOU. Recommendations by this committee shall be advisory in nature. Court employees who are committee members will be required to have approval from their Manager for release time during their normal work hours or they may voluntarily participate outside of their normal work hours. No overtime compensation will be earned as a result of an employee's participation on the Joint Labor Management Committee.

52.5.2 After this Joint Labor Management Committee has met and made recommendations on the initial issues, the committee shall meet by mutual agreement on not more than a quarterly basis unless otherwise mutually agreed upon by the Court and the Union.

53 MANAGEMENT RESPONSIBILITIES AND RIGHTS

53.1 Management of the Court

The management of the Court and the direction of its work force is clearly and unmistakably vested totally and exclusively in the Presiding Judge or as delegated by the Presiding Judge as prescribed by the laws of California. Except as modified by this Memorandum of Understanding or the Act, these clear and unmistakable responsibilities and rights are to:

- Direct the work of its employees;
- Hire, promote, demote, assign and retain employees in positions within the Court, subject to Court Personnel Policies;
- Suspend or discharge employees for proper cause;
- Maintain the efficiency of Court operations;
- Relieve employees from duty because of lack of work or lack of funds, subject to Court Personnel Policies;
- Take actions as may be required to carry out Court services in emergencies; and
- Determine the methods, means and personnel by which operations are to be carried out.

54 CONCLUSIVENESS

54.1 Meet and Confer Obligation

The Union and the Court agree that during the negotiations which resulted in this Memorandum of Understanding, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation; therefore, during the term of this Agreement, the Court shall not be obligated to meet and confer on any matter within the scope of representation, except as provided by law:

- Whether or not specifically referred to in this Memorandum of Understanding;
- Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations; and
- Whether or not the matters were proposed and later withdrawn during negotiations;

because this Agreement sets forth the entire understanding of the parties on the responsibilities and rights of the Court.

54.2 Supersession

Except as herein provided and except for the Court Personnel Policies Memorandum of Understanding: 2002-2006 and the Employer-Employee Relations Policy Memorandum of Understanding of March 5, 1999, (with no termination date as per EERP XIII, C. 2.) any and all prior or existing Memoranda of Understanding are hereby superseded.

54.3 Conflicts

In the event of a conflict between a specific provision of this Agreement and a written rule, or regulation of the Court, the terms of this Agreement shall prevail and such conflict shall be resolved in favor of the specific provisions of this Memorandum of Understanding, unless otherwise mutually agreed by the parties.

55 SAVINGS CLAUSE

55.1 Invalidation

If any provision of this Memorandum of Understanding or an addendum thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any Article or Section should be restrained by such tribunal or the enactment of superseding law by any governmental authority other than the Court, such Article or Section shall be immediately suspended and be of no force or effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portions and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operation of the invalidated Section.

55.2 Meet and Confer

In the event a provision of this Memorandum of Understanding is suspended pursuant to the above, either party to this Memorandum of Understanding has the right to initiate meet and confer on the effect of such suspension .

56 TERM OF MOU

56.1 Effective

Except as specifically set forth in Section 56.2 below, the articles of this MOU shall be effective only from September 1, 2019, upon ratification of this MOU by both the Union and approval by the Court, to and inclusive of September 30, 2020.


56.2 Extension

This MOU may be extended by the Court, with the consent of the Union, subsequent to September 30, 2020, on a month-to-month basis pending negotiations to a successor Memorandum of Understanding.

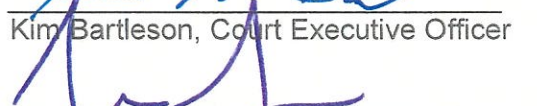
56.3 Ratification

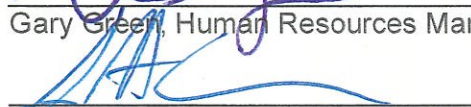
The provisions of this Memorandum of Understanding were ratified by the Union on December 12, 2019 and by the Court on.

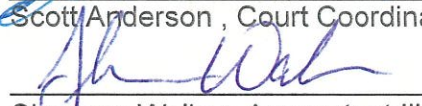
For the Court:



Honorable Joyce Hinrichs
Presiding Judge, Superior Court of
California, County of Humboldt


Kim Bartleson, Court Executive Officer


Gary Green, Human Resources Manager


Scott Anderson, Court Coordinator


Shannon Walker, Accountant III



Ann Schuyler, Court Labor Negotiator

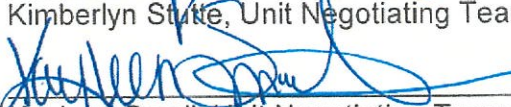
For the Union:



Jimmy J. Gorospe (Jun 22, 2020 14:07 PDT)

President
American Federation of State, County
and Municipal Employees Local 1684


Kathy Houx, Unit Negotiating Team


Kimberlyn Stutte, Unit Negotiating Team


Kayleen Smail, Unit Negotiating Team


Drew Redden, Business Agent

Ratified: 6/24/20

Appendix A -- COURT REPRESENTATION UNIT CLASSIFICATIONS
REPRESENTED BY AFSCME

Appendix B -- AUTHORIZATION CARD

Appendix C -- EDUCATIONAL REIMBURSEMENT POLICY

Appendix D -- E.E.O. POLICY STATEMENT

Appendix E -- CODE OF ETHICS

Appendix F -- SALARY/WAGE RANGES FOR REPRESENTED COURT
EMPLOYEES

Appendix G -- MONTHLY COURT CONTRIBUTIONS

APPENDIX A

COURT REPRESENTATION UNIT CLASSIFICATIONS REPRESENTED BY AFSCME

As per Memorandum of Understanding Section 2.2 hereinabove, amendment(s) to the following list may be made at the discretion of the Court Executive Officer only after proper advance notification to, and a meet and consult process with, the Union.

<u>UMCP CLASS #</u>	<u>CLASS TITLE</u>
2002a	Deputy Clerk I/II
2002b	Deputy Clerk III
2003a	Deputy Clerk IV
2003b	Deputy Clerk V
TBD	Deputy Clerk VI
6003a	Maintenance Custodian I/II
2011a	Paralegal

*Pursuant to the Employer-Employee Relations Policy, Section III. D. 2.c. and Appendix A thereof, an employee in a classification listed above who is designated as "Confidential" is not represented by AFSCME in this unit.

The Court agrees to provide reasonable notice to the Union of its proposed adoption of a Deputy Clerk VI position by October 2020.

APPENDIX B

AUTHORIZATION CARDS

AFSCME Council 57

Strong

AFSCME PEOPLE!

- ✓ For my job.
- ✓ For my family.
- ✓ For my future.

☐ I'm AFSCME STRONG
and I am standing with my
coworkers.



AFSCME PEOPLE!

Earn MVP Rewards when you contribute.

I hereby authorize my Employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the Treasurer of American Federation of State, County, and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, DC 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute and that I may revoke this authorization at any time by giving written notice.

YES, I want to contribute the following amount to AFSCME PEOPLE

☐ \$8.35 (if paid monthly) ☐ \$4.20 (if paid bi-weekly) ☐ OTHER _____
SELECT JACKET SIZE S M L XL 2XL 3XL 4XL ☐ jacket received

(jacket with contribution of at least \$100 per year)

Signature _____ Date _____

In accordance with federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

SPENCER/FLORIAN/RELL

For office use only _____ Received _____ Submitted To Employer _____

(Please print)

Name _____ Local # _____ AFSCME Council 57

Employee ID _____ Hire Date _____ Last four of SSN # _____

Home Address _____

City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____

Employer & Dept. _____

Classification/Title _____

Work Address _____

City _____ Zip Code _____

Home Email _____

Yes, sign me up for:

Work Email _____

☐ Text alerts (message & data rates may apply)

☐ Email updates

AFSCME Membership

I hereby apply for membership in Local _____ of AFSCME Council 57 (hereafter referred to as the "Union") and I agree to abide by its Constitution and Bylaws. By this application I authorize the Union, and its successor or assign, to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my paycheck the amount of dues certified by the Union, and as they may be adjusted periodically by the Union. I further authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the memorandum of understanding or collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter, unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, provided however, that any conflicting membership and deduction provisions of the applicable governing body and memorandum of understanding or collective bargaining agreement supersede the provisions of this agreement, and if the applicable memorandum of understanding or collective bargaining agreement specified a different or longer annual revocation period, then only that other period shall apply. The applicable memorandum of understanding or collective bargaining agreement is available for review upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Signature _____ Date _____

_____ Confirmed on Employer List

VJE

☐ Entered

☐ New Member

Enterprise

☐ Status Change

APPENDIX C

EDUCATIONAL REIMBURSEMENT POLICY

1. The following is adopted as an official policy of the Superior Court for the State of California, County of Humboldt (hereinafter Court).

Both AFSCME Local 1684 and the Court encourage and support the employee to seek education and training which increase their job skills and develop their careers. The Court will benefit from any increase in employee skill and competency. Therefore, the Court will provide reimbursement for courses and certification exams, which are related to the employee's present position or promotion within Court service.

Reimbursement provided for tuition, fees and material costs directly related to the approved course, shall be limited to \$800 per course or seminar or \$100.00 per semester or quarter unit, whichever amount is greater, not to exceed \$800.00 per individual employee per fiscal year. Said reimbursement shall include fifty percent (50%) reimbursement for the costs of required textbooks and one hundred percent (100%) reimbursement for the costs of certification exams.

In order to encourage career development and the exchange of information and ideas, the Court will pay the annual membership fee for those employees who wish to be members of the California Court Association (CCA).

2. Reimbursement for correspondence courses and for educational training programs constituting regular courses which are given by local high schools in evening or adult sessions and by colleges and junior colleges, without travel, per diem or time away from employment (other than by leave of absence without pay) being involved, shall be administered by the Court. The following provisions apply:

- A. Application for reimbursement shall be made on a form, which the Human Resources Director is authorized to prescribe. Applicants shall comply with the instructions contained in such form.
- B. Such application must be presented to the Human Resources Director, with prior recommendations for approval by the applicant's immediate manager, within one month after the start of the academic period (or, in the case of a correspondence course, within one month after enrollment).
- C. Approval of enrollment shall be granted by the Human Resources Director if the facts show that the application comes within the above policy.
- D. Approval for reimbursement shall be granted by the Human Resources Director upon presentation of evidence, as required by him/her, of satisfactory completion of the course. "Satisfactory completion" of a course means the receipt of a grade

of "C" or better in a graded course or a completion certificate in a course in which no grades are given.

- E. Unless superseded by clear and unmistakable provisions of the Fair Labor Standard Act, time spent in attending any course taken pursuant to this Policy and studying and preparing lessons therefore shall not be considered as time worked for the Court.

3. In the case of institutes, seminars, conferences and courses which are held outside of Humboldt County, permission to attend must be obtained by securing of an approved request for out of county travel. The request for out of county travel shall state the tuition or registration fee, which will be required and an estimate of all other expenses for which reimbursement will be sought.

4. In the case of institutes, seminars and conferences which are held in Humboldt County and which do not constitute regular courses which are given by local high schools in evening or adult sessions or by colleges or junior colleges, permission to attend may be granted by the Human Resources Director.

5. No course, institute, seminar or conference shall be approved so that there shall be any Court financial participation hereunder unless the situation falls within the parameters contained in paragraph 1 of this Policy.

APPENDIX D

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The Superior Court for the State of California, County of Humboldt, (hereinafter Court) is committed to the concept of equal opportunity as a basic merit system principle. The prohibition of discriminatory practices is not enough to adhere to the true spirit of this commitment. The Court recognizes its responsibility to develop a realistic program under which positive steps will be taken to insure that all persons are afforded equal employment opportunities in the Court service regardless of race, color, religion, sex, national origin, physical handicap, ancestry, medical condition, marital status, or age. These positive steps must be designed to eliminate practices, standards, or working conditions which might tend to produce discriminatory effects, and must encompass the areas of recruitment, examination, selection, promotion, pay and training procedures to affect the extension of equal employment opportunities to all qualified persons.

The objectives of the Court's program are:

1. To achieve equality of employment opportunities in Court positions for all qualified persons, regardless of race, color, religion, sex, national origin, physical handicap, ancestry, medical condition, marital status, or age.
2. To initiate and maintain a reviewing process encompassing all personnel policies, procedures, and practices in order to identify those conditions which may tend to be discriminatory in nature and to take corrective action when necessary.
3. To make all Court Humboldt County residents aware of the Court's responsibilities and intentions in regard to affirmative action.
4. To identify areas of underutilization of the disadvantaged and take positive corrective action whenever possible.

In supervising the formulation of the Court's budget and in approving staffing patterns, the Court Executive Officer will insure that the resources allocated to the program are sufficient to achieve approved program goals. The Court Executive Officer will have the basic responsibility for obtaining results from the program. They will coordinate the implementation and, when necessary, interpret the provisions of the program. Questions regarding the Court E.E.O. Policy should be directed to the Court Executive Officer at 269-1201.

It is the responsibility of each division head and supervisory employee to give the program full support through individual leadership and personal example. It is the responsibility of all management and supervisory personnel to identify problem areas and actively pursue their solution on a positive basis.

The Court will update and reaffirm this E.E.O. Policy Statement annually.

APPENDIX E

CODE OF ETHICS FOR THE COURT EMPLOYEES OF CALIFORNIA

(Adopted May 17, 1994; revised October 23, 2009)

Judicial Council, State of California

A fair and independent court system is essential to the administration of justice in a democratic society. Proper conduct by court employees inspires public confidence and trust in the courts, and conveys the values of impartiality, equity, and fairness that bring integrity to the court's work. Further, court employees are expected to adhere to a high standard of ethical behavior. To advance these values and to achieve justice we believe certain ethical principles should govern all that we do. We therefore commit ourselves to:

- | | |
|-------------|---|
| Tenet One | Provide impartial and evenhanded treatment of all persons; |
| Tenet Two | Demonstrate the highest standards of personal integrity and honesty in all our professional and personal dealings, avoiding the misuse of court time, equipment, supplies, or facilities for personal business; |
| Tenet Three | Behave toward all persons with respect, courtesy, patience, and responsiveness, acting always to promote public esteem in the court system; |
| Tenet Four | Safeguard confidential information, both written and oral, unless disclosure is authorized by the court, refusing ever to use such information for personal advantage, and abstain at all times from public comment about pending court proceedings, except for strictly procedural matters; |
| Tenet Five | Refrain from any actual impropriety, such as: <ul style="list-style-type: none">▪ violating the law,▪ soliciting funds on the job,▪ receiving gifts or favors related to court employment,▪ accepting outside employment that conflicts with the employee's duties, or▪ recommending private legal service providers to the public on the job; or▪ using position at court to benefit self, friends, or relatives; |
| Tenet Six | Avoid any appearance of impropriety that might diminish the honor and dignity of the court; |
| Tenet Seven | Serve the public by providing accurate information about court processes that is as helpful as possible without taking one side over the other, or appearing to favor one side of a case; |

Tenet Eight	Provide responsible and accountable stewardship of public resources;
Tenet Nine	Provide accurate information as requested in a competent, courteous, and timely manner. Improve personal work skills and performance through continuing professional education and development;
Tenet Ten	Guard against and, when necessary, repudiate any act of discrimination or bias based on race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or sexual orientation;
Tenet Eleven	Renounce any use of positional or personal power to harass another person sexually or in any other way based on that person's race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, sexual orientation or other personal choices and characteristics; and
Tenet Twelve	Protect the technological property of the court by preserving the integrity of electronically stored information.

A code of ethics cannot possibly anticipate every moral dilemma and ethical choice that may arise in the execution of one's day-to-day professional responsibilities. Personal discretion in the interpretation of this Code of Ethics is both necessary and desirable. Court employees should cultivate within themselves the ethical judgment that will foster the fair and impartial administration of justice.

APPENDIX F

SALARY/WAGE RANGES FOR REPRESENTED COURT EMPLOYEES

Effective September 8, 2019, the base wage of all classifications in this represented unit shall be as listed below:

UMCP Class #	Classification Title	Step A	Step B	Step C	Step D	Step E
2002a	Deputy Clerk I			16.07	16.87	17.71
2002a	Deputy Clerk II	16.39	17.21	18.07	18.97	19.92
2002b	Deputy Clerk III	18.19	19.10	20.06	21.06	22.11
2003a	Deputy Clerk IV	20.01	21.01	22.06	23.16	24.32
2003b	Deputy Clerk V	22.21	23.32	24.49	25.71	27.00
TBD	Deputy Clerk VI	24.65	25.88	27.17	28.53	29.96
2011a	Paralegal	19.83	20.82	21.86	22.95	24.10
6003a	Maintenance Custodian I			15.42	16.19	17.00
6003a	Maintenance Custodian II	15.32	16.09	16.89	17.73	18.62

Salary Differential for Classes

Position	% Difference	In Relation to the Same Step in this Comparison Classification	In Relation to 2017-2019 MOU Titles
Deputy Clerk II	+12.5%	Deputy Clerk I	LPC I
Deputy Clerk III	+11%	Deputy Clerk II	LPC II
Deputy Clerk IV	+10%	Deputy Clerk III	LPC III
Deputy Clerk V	+11%	Deputy Clerk IV	Court Room Clerk I
Deputy Clerk VI	+11%	Deputy Clerk V	Courtroom Clerk II
Paralegal I	+9%	Deputy Clerk III	LPC III
Custodian I	96% (-4%)	Deputy Clerk I	LPC I
Custodian II	+9.5%	Custodian I	Custodian I

"In all classifications, each wage Step is to be set at 5% above each previous step in the classification, e.g., Step B for any class is 5% more than Step A of the same class.

Rates will be updated to reflect future negotiated changes upon Union ratification of such future changes.

APPENDIX G

Monthly Court Contributions

Coverage For:	Health Plans 2019	Dental Plans 2019	Vision Plans 2019
Employee Only	\$777.00	\$45.00	\$8.13
Employee + 1	\$1,068.00	\$45.00	\$8.13
Employee + 2 or more	\$1,263.00	\$45.00	\$8.13
Retiree*	\$136.00	N/A	N/A
Opt-out	\$175.00	N/A	N/A

Coverage For:	Health Plans 2020	Dental Plans 2020	Vision Plans 2020
Employee Only	\$812.00	\$45.00	\$8.13
Employee + 1	\$1,138.00	\$45.00	\$8.13
Employee + 2 or more	\$1,403.00	\$45.00	\$8.13
Retiree*	\$136.00	N/A	N/A
Opt-out	\$210.00	N/A	N/A

*Pursuant to GC 22892 of the Public Employees' Medical and Hospital Care Act, court provided contribution is the minimum required amount and rates are subject to change annually by the CPI medical care component.

Effective November 1, 2018, any amount of the Court's contribution which is beyond the cost of the health insurance premium for an employee's chosen health plan – up to the full amount the Court would otherwise contribute – will be used to pay any employee costs for dental and vision plan premiums. Overages beyond the cost of these premiums will not be paid to employees as wages.

Rates will be updated to reflect any future negotiated changes upon Union ratification of such future negotiated changes.