

# Memorandum of Understanding

between

**Superior Court of California,  
San Mateo County**

and

**American Federation of State,  
County and Municipal Employees**  
(AFSCME)  
Local 829, AFL-CIO

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**October 15, 2018 – October 15, 2020**

AFSCME  
MEMORANDUM OF UNDERSTANDING  
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## MEMORANDUM OF UNDERSTANDING

### **PREAMBLE**

American Federation of State County and Municipal Employees, AFL-CIO, Local 829 and representatives of the Superior Court of California, San Mateo County have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of workers in the representation units listed in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding (MOU) is entered into pursuant to the Trial Court Employment Protection and Governance Act (Government Code Sections 71600-71674) and has been jointly prepared by the parties.

### **Section 1. Union Recognition**

American Federation of State, County and Municipal Employees, AFL-CIO, Local 829 hereinafter referred to as the "Union" or "AFSCME", is the recognized employee organization for the representation units listed below, pursuant to the Court Employer/Employee Relations Policy adopted by the Court Executive Officer on April 2, 2002.

- (1) Client Services Unit
- (2) Facilities Unit

### **Section 2. Union Security**

#### **2.1 Maintenance of Membership**

All workers who are members of AFSCME and tender dues through deductions from their Court biweekly paycheck shall continue to pay dues for the duration of this and each subsequent MOU thereafter. For a period of one hundred and ten to ninety (110-90) days prior to the expiration of this and any subsequent MOU, members of AFSCME shall have the right to withdraw from the Union by discontinuing dues deduction. Withdrawal shall be communicated by the worker during that period of time in writing to the Union to be delivered by certified mail and must be postmarked during the one hundred and ten to ninety (110-90) day period. A worker who is subsequently employed in a position outside the units represented by AFSCME shall not be required to continue dues deduction.

The Union shall deliver revocations of membership to the Court on a biweekly basis and include verification that receipt was by certified mail. The Court Human Resources Director or designee shall accept authorization for dues deduction on a biweekly basis.

2.2 Forfeiture of Deduction

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, no such deduction shall be made for the current pay period.

2.3 Reinstatement

When a worker is separated from the representation unit, but shall be reinstated upon the worker's return to the representation unit. For purpose of this Section, the term separation includes transfer out of the representation unit, layoff, FMLA leave, workers' comp absence, and any leave of absence with or without pay.

2.4 Payroll Deduction

The Court Human Resources Director or designee shall deduct Union membership dues and any other mutually agreed upon payroll deduction including voluntary PEOPLE checkoff, from workers' paychecks under procedures prescribed by the Court's payroll administrator. The Union will submit to the County Controller's Office, who processed the Court's payroll, a list of workers who have authorized such deductions. Deductions shall continue until the transfer of the worker to a unit represented by another employee organization or until the Union notifies the Court that an employee is no longer a member or wishes to change their PEOPLE contribution. Workers may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such workers are assigned and for the PEOPLE Fund.

2.5 Court Obligations

- A. All dues and PEOPLE deductions shall be transmitted to AFSCME in an expeditious manner.
- B. All transmittal checks shall be accompanied by documentation which denotes the worker's name, social security number, amount of deduction (including PEOPLE) and member status. .
- C. The Court shall forward to the Union any membership forms received from employees.

2.6 Hold Harmless

The Union shall indemnify, defend, and save the Court harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security Section, or action taken or not taken by the Court under this Section.

2.7 Communications with Workers

The Union shall be allowed use of 17" by 14" space on available bulletin boards for communications having to do with official organization business, such as times and places of meetings provided such use does not interfere with the needs of the Court. The Court Executive Officer will investigate problems that the Union identifies with respect to the use of bulletin boards.

The Union may distribute materials to unit workers through Court mail and email distribution channels. This privilege may be revoked in the event of abuse after the Court Executive Officer consults with representatives of the Union. The Union will develop and maintain a union list serv which representatives of the Union shall have the ability to send emails to, not to exceed 52 per calendar year.



Any representative of the Union shall give notice to the Court Executive Officer at least 24 hours in advance when contacting workers during their duty period, provided that solicitation for membership or other internal union business shall be conducted only during the non-duty hours of all workers concerned. Prearrangement for routine contact may be made by agreement between the Union and the Court Executive Officer and when made shall continue until revoked.

2.8 Use of County Buildings

County buildings where the Court has operations and other facilities may be made available for use by Court workers or the Union or its representatives in accordance with such administrative procedures as may be established by the County Manager or the Court Executive Officer.

2.9 Advance Notice

Except in cases of emergency as provided below in this subsection the Union, if affected, shall be given reasonable advance written notice of any legislation, policy, rule or regulation directly relating to matters within the scope of representation proposed to be adopted or amended by the Court and shall be given the opportunity to meet with appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the Court may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

- 2.10 If the worker returns the completed authorization form to the employer instead of the Union, the employer will promptly send it to the Union for processing.

The Court will provide the union the opportunity to speak to new employees during the new employee orientation process. A 10 day notice will be provided to the union of the dates and times of the orientation as well as the names and classifications of the new employees prior to the orientation.

- 2.11 The Court Human Resources Director or designee shall supply without cost to the Union a bi-weekly electronic data processing run of the names, classifications, work locations, work, home and personal cellular telephone numbers, personal email addresses on file with the Court, and home addresses of all workers in the units represented by the Union. Such lists shall indicate which workers were having Union dues withheld from their checks as of the date the roster was prepared, the names added to or deleted from the previous list, and whether each such change in status was due to leave of absence, termination or withdrawal from the Union. The Court Human Resources Director or designee will provide to the Union on a biweekly basis, a listing of Term Extra-Help workers and their length of service.

- 2.12 The Court Human Resources Director or designee shall notify the Union of workers who are on a leave of absence status in excess of 28 days and their anticipated date of return

2.13 Pre-Disclosure Notification of Third Party Request for Information

San Mateo Superior Court shall promptly notify the Union of any third-party request for information about the bargaining unit, and shall provide a copy of the request.

## **Section 3. Union Stewards and Official Representatives**

### **3.1 Release Time**

The Court and the Union agree that the effective and orderly provision of the Courts functions and services requires cooperation and assistance between the parties. Release time activities serve important public purposes, including the efficient provisions of service to the public, improved communication between the Court and its employees, and increased efficiency in the resolution of disciplinary and grievance matters. Therefore, both parties recognize the need for the mutual benefit of the allocation of release time hours to be used by designated representative to perform the activities listed in this section.

- A. The Court and the Union may designate up to two (2) representatives to be freed from their normal job duties and responsibilities without reduction in their full pay and benefits for release time activities and duties performed in accordance with this section subject to the limitations set forth in Section B-1. The Court shall not change or adjust a designated representatives regular work schedule or assignments solely as a result of such designation. However, at the Union's request and with mutual agreement from the Court, modifications shall be made to the designated representative's work schedule and assignments to permit the designated representative to perform the release time activities and duties listed in this section.
- B. The Court and the Union agree that designated representative shall use release time hours for Court/Union business, which is defined as activities in which the Court, through its representatives, and Union are participants that concern issues of mutual concern and occur during a designated representative's normal work hours/shift.
  - 1. The Union agrees with the Court to use release time hours for only Court/Union business, which includes, but is not limited to, the following activities listed in 1. a. through d. The parties may by mutual agreement invite other employees who have specific knowledge of issues discussed.
    - a. Participation in Court/County committees or task forces limited to one (1) unit members per committee or task force;
    - b. Participation in Meet & Confer process session's limited to one (1) unit member(s) per session;
    - c. Assistance and or representative in the processing of grievances and disciplinary matters involving unit members limited to (2) unit member(s) if one of the two is in training, otherwise limited to (1);
    - d. Communication between the Court and the Union regarding, among other things, policies, procedures, training, and unit members' concerns;
    - e. Participation in Union organized Court Lobby Day limited to (2) unit members.
  - 2. The union agrees not to use release time hours for Union-only business, as discussed in section C.
  - 3. The Union is required to obtain permission at least two work days in advance from the HR director or designee for the employee to be absent from his/her work hours/shift to perform an activity or duty related to Court/Union business, except that advance permission is not required for disciplinary meetings. In exceptional circumstance, the notice requirement may

be waived. Subject to operational needs and scheduling factors, permission shall not be unreasonably withheld.

4. Unit members shall not be compensated when the performance of Court/Union business occurs outside of their normal work hours/shifts.

C. The Court and the Union agree that the designated representatives shall not use release time for Union-only business, which is defined as activities involving AFSME during a designated representative's normal work hours/shift in which the Court, through its representative is not a participant. Unit members engaged in Union-only business shall be required to participate on their own time. If the Union-only business occurs during a unit member's normal work hours/shift, s/he may use accrued vacation time, comp. time, or Union leave time bank hours to engage in Union-only business, provided s/he obtains prior approval from an immediate supervisor.

### 3.2 Handling of Grievances

The Union shall designate a reasonable number of Stewards to assist in resolving grievances. The designation will depend on such circumstances as geographical locations, hours of employment, and departmental organizational structure. The Union shall notify the Court Human Resources Director in writing of the individuals so designated. Alternates may be designated to perform Steward functions during the absence or unavailability of the Stewards. Stewards may be relieved from their assigned work duties by their supervisors to investigate and process grievances initiated by other workers within the same work area or representation unit, including participating in Steps 1-4 of the grievance process as described in Section 38.2. Requests for release time shall not be unreasonably denied. Stewards shall promptly report to the Union any grievances which arise and cannot be adjusted on the job. Supervisory workers shall not represent non-supervisory workers in a grievance procedure where such activity might result in a conflict of interest. Neither Stewards nor the Union shall order changes, and no change shall be made except with the consent of the Court Executive Officer.

### 3.3 Labor-Management Meetings

The Union and the Court shall establish a Labor-Management Committee, whose purpose shall be to establish processes that will lead to improved service delivery, efficiency, and morale, and to dialogue about Judicial Council finance and human resource issues. The Committee shall have no authority over matters within the scope of representation or matters subject to the grievance procedure or other established appeal procedures.

The parties shall each appoint two (2) members to the Committee with the addition of the Union staff representative. The parties may by mutual agreement invite other employees who have specific knowledge of issues discussed by the Committee to present information or to participate in the Committee's discussions.

The parties agree that the Committee is a joint endeavor. Meeting topics, dates and times will be by mutual agreement. Parties will meet as needed or determined by the Labor Management Committee. Agendas will be provided in advance by the party requesting the meeting. Recommendations from the Committee will be sent to the CEO and a reply to the Committee will be provided within 60 days.

### 3.4 New Employee Orientation

The Court will provide the Union with written notice of each scheduled new employee orientation at least 10 days prior to the event, except that a shorter may be provided in a specific instance where there is an urgent need critical to the Court's operations that was not reasonably foreseeable.

The Union shall have access to each new employee orientation and shall have up to 30 minutes to provide information to new employees, whose attendance is mandatory, regarding this organization. No representative of management shall be present at the table when the Union presentation is being made.

The Court will provide a list of all new employees, including their contact information, who were excused, absent and unable to attend their scheduled new employee orientation within 10 business days following each new employee orientation, and permit each employee 30 minutes of their scheduled work time to meet with the Union representative at a time operationally feasible for the Court.

The Union participation in new employee orientation events described above, shall be conducted on work time, including travel time to the meeting, by either a Chapter board member, officer, or shop steward and a Union representative designated by the Union

## **Section 4. No Discrimination**

Neither the Court - including its employees - nor the Union shall unlawfully discriminate against any employee on the basis of race, creed, religion (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, physical disability (including HIV and AIDS), mental disability or the request, exercise, or need for reasonable accommodation, medical condition, genetic information, ancestry, marital status, sex (which includes pregnancy, childbirth, and breastfeeding), gender, gender identity, gender expression, sexual orientation, age (40+), pregnancy, childbirth or breastfeeding, medical conditions related to pregnancy or childbirth and breastfeeding, veteran status, legitimate union activities the exercise of family and medical care leave rights, or any other basis protected by law. To the extent prohibited by law, there shall be no discrimination against any disabled but otherwise qualified person solely because of his/her disability, unless that disability prevents the person from adequately performing the essential duties of his/her position, with or without reasonable accommodation. Sexual harassment is a form of prohibited discrimination.

Claims of discrimination may be filed with the Court Human Resources Director and/or the appropriate state or federal agency (e.g., Department of Fair Employment and Housing ("DFEH"), Equal Employment Opportunity Commission ("EEOC")). It is the Court's policy to investigate all allegations of discrimination, harassment and retaliation in a thorough and expeditious manner. Any finding by the Court as to whether unlawful discrimination occurred is not grievable, since the employee still has the right to obtain a determination of whether discrimination occurred from the DFEH/EEOC (and ultimately, through a lawsuit filed in state or federal court). However, any failure by the Court to investigate an employee's claim of unlawful discrimination *shall* be grievable.

## **Section 5. Conduct**

The parties agree that all employees shall be treated with dignity and respect. To that end, managers, supervisors, and line workers will each have an obligation of mutual respect. This shall not prevent a manager or supervisor from providing training or correction to workers and shall not prevent a line worker from responding on their own behalf or offering their personal opinion on the subject under discussion. However, each is expected to do so in a civil manner and without name-calling or demeaning tone. Correction of performance, when given by a supervisor, shall normally be done in private.

## **Section 6. Salaries**

### **6.1 Salary Ranges and Rates of Pay**

Effective the first full period following ratification, AFSCME members will receive a 5% cost of living adjustment. This adjustment is reflected in the attached exhibit entitled “Bargaining Unit Wage Rates”.

Effective July 1, 2019 members will receive a 3% cost of living adjustment.

\$2,500.00 one-time stipend will be paid to all workers effective the first full pay period after ratification.

The salary ranges for all workers in the aforementioned representation units shall consist of six (6) steps, A through F as set forth in the exhibit entitled “Bargaining Unit Wage Rates,” which is attached hereto and made a part hereof. The new wage rates applicable to all workers in the aforementioned representation units shall take effect on the date this successor MOU is ratified by both parties, and shall apply both to new employees hired on or after the date of ratification as well as to current employees.

The rates of pay set forth in the attached exhibit entitled “Bargaining Unit Wage Rates” represent for each classification the standard biweekly rate of pay for full-time employment, unless the schedule specifically indicates otherwise. The rates of pay set forth in the exhibit represent the total compensation due workers, except for overtime compensation and other benefits specifically provided for by the Court Executive Officer or by this MOU.

The rates of pay set forth in the exhibit do not include reimbursement for actual and necessary expenses for traveling, subsistence, and general expenses authorized and incurred incident to Court employment.

### **6.2 Entrance Salary**

Except as herein otherwise provided, the entrance salary for a new worker entering Court service shall be the minimum salary for the class to which he/she is appointed. When circumstances warrant, the Court Executive Officer may, after consultation with the Court Human Resources Director, approve an entrance salary which is more than the minimum salary. The Court Executive Officer’s decision shall be final. Such a salary may not be more than the maximum salary for the class to

which the worker is appointed unless such salary is designated as a "Y" rate by the Court Executive Officer.

### 6.3 Salary Step Increases

Permanent and probationary workers serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes as follows. A step shall be defined as 4.5% and all references to a "step" in this agreement are understood to equate to 4.5%. All increases shall be effective at the beginning of the next full pay period.

- (1) After completion of 1040 regular hours of satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the worker shall be advanced to the next higher step in the salary schedule for the classification. If a worker is appointed at a step higher than the first step of the salary range for that class, the first merit increase shall be after completion of 2080 regular hours of satisfactory service.
- (2) After the completion of 2080 regular hours of satisfactory service in each of the salary steps above A, and upon recommendation of the Court Human Resources Director, the worker shall be advanced to the next higher step in the salary schedule for the classification until the top of the range is reached.
- (3) After completion of 20,800 regular hours (10 years) of service, bargaining members shall receive a 1.75% longevity differential.
- (4) After completion of 41,600 regular hours (20 years) of service, bargaining members shall receive an additional 1.25% longevity differential, for a total of 3%.
- (5) After completion of 52,000 regular hours (25 years) of service, bargaining members shall receive an additional 1% longevity differential, for a total of 4%.
- (6) If the Court verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance a worker to the next salary step on the first pay period when eligible, said advancement shall be made retroactive to the first pay period when eligible. This section also applies to fully flexibly staffed promotions in which case the advancement shall be made retroactive to the first pay period when approved by the appointing authority.
- (7) When recommended by the appointing authority and approved by the Court Executive Officer, workers may receive special merit increases at intervals other than those specified in this Section. The Court Executive Officer's decision shall be final. Changes in a worker's salary due to promotion, upward reclassification, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that worker.
- (8) If a worker completes the 1040 or 2080 hours in the middle of a pay period, the worker shall be eligible for an increase as follows:
  - if the merit increase period is completed during the first week of a pay period the increase will be effective with the start of the then current pay period.
  - if the merit increase period is completed during the second week of a pay period the increase will be effective with the start of the next pay period.

6.4 Salary Step When Salary Range is Revised

Whenever the salary range for a class is revised, each incumbent in a position to which the revised schedule applies shall remain at the same step as in the previous range.

6.5 Salary Step After Promotion

When a worker is promoted from a position in one class to a position in a higher class and at the time of promotion is receiving a base salary equal to, or greater than, the minimum base rate for the higher class, that worker shall be entitled to the next step in the salary schedule of the higher class which is at least one step above the rate he/she has been receiving, except that the next step shall not exceed the maximum salary of the higher class.

6.6 Salary Step After Demotion

When a worker is demoted, whether such demotion is voluntary or otherwise, that worker's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the Court Executive Officer, whose decision shall be final. However, the Court Executive Officer may provide for a rate of pay higher than the maximum step of the schedule for the worker's classification, and designate such rate of pay as "Y" rate (see Section 6.8). A worker demoted as a result of abolition of position shall be placed at the salary step in the lower classification which most closely approximates (but does not exceed) his/her salary in the higher classification.

If a worker voluntarily demotes to a class previously held, the worker shall be placed at the same step in that class which the worker held last. The worker's service time at such step shall be the same as the service time held at such step previously.

In order to further the movement from lower-level to higher-level careers, a worker taking a voluntary demotion to a classification in the higher series (e.g. Fiscal Office Assistant to Deputy Court Clerk) shall be placed at the salary step in the new salary range which most closely approximates such worker's salary in the prior class.

6.7 Reclassification of Position

A worker in a position reclassified to a lower class shall have the right of either (1) transferring to a vacant position in his/her present class in the same or another County department, provided the head of the County department into which the transfer is proposed agrees, or (2) continuing in the same position in the lower class at a "Y" rate of pay when the incumbent's pay is higher than the maximum step of the salary range for the lower class.

6.8 "Y" Rate Process Upon Reclassification

When a worker is reclassified downward, he/she shall continue in his/her present salary range, with cost of living adjustments, for two years, at which point the worker's salary shall be frozen ("Y" - rated) until the salary assigned to the lower class equals or exceeds such "Y" rate. The "Y" rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

6.9 Anniversary Date When Returning From Provisional Appointment

A permanent Court worker accepting provisional employment in higher or different classification in the Court who reverts to his/her former classification, shall retain the salary anniversary date in the former classification on the same basis as if there had been no such provisional appointment.

## **Section 7. Days and Hours of Work**

The standard workweek for workers occupying full-time positions consists of 40 hours unless otherwise specified by the Court Executive Officer. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County. Workers occupying part-time positions shall work such hours and schedules as the Court Executive Officer and the appointing authority shall prescribe.

### **7.1 Out-of-Town Weekend Work Assignments**

Any worker who is assigned work that requires him or her to be out of town on one or more weekend days shall be compensated as follows:

1. \$50.00 per day for each weekend day (Saturday and/or Sunday) the worker is out of town.
2. Regular and/or overtime compensation as provided in the MOU for each hour actually worked during such assignments, subject to usual pre-approval requirements.
3. Travel time for such assignments shall be compensated at actual time traveled portal to portal, at one and one-half time, when travel occurs outside of the worker's regular work schedule.

### **7.2 Work Breaks**

Full-time workers are allowed one twenty-minute rest break prior to and after their mid-shift meal break. Part-time workers are allowed one twenty-minute rest break during any four hour work shift. For most workers, this equates to a lunch break and two rest breaks - one in the morning and one in the afternoon. The twenty-minute rest breaks are paid, the mid-shift meal break is not.

Unusual circumstances may occasionally occur that do not allow workers to be released for rest breaks. Rest breaks cannot be accumulated or "banked" for the purpose of taking longer breaks or leaving work early. If rest breaks are not taken, they are lost. Meal breaks must be no less than 1/2 hour, and cannot be skipped to reduce the work day.

### **7.3 Alternative and Flexible Work Schedules**

The Court agrees that the availability of alternative/flexible work schedules is a valuable benefit to workers in that they promote job satisfaction while also reducing traffic congestion and air pollution.

The parties agree to work together to achieve the many benefits of alternative and flexible work schedules. To that end, the parties agree that, at the request of either party, the parties shall meet and confer regarding the establishment of alternative work schedules (4/10, 9/80, flex time, job sharing, etc.), voluntary time off, expansion of the telecommuting prototype, and other related issues.

The Court may, on a division-by-division or unit-by-unit basis, offer alternative workweek options. Such options may include, but are not limited to, 4/10 workweek, 9/80 scheduling, flexible schedules and job sharing. Should a division agree to enter into an alternative workweek agreement, the Court, except in cases of emergency as provided below, also agrees to meet with the Union as soon as any problems with the alternative schedules are identified. Except in cases of emergency, alternative schedules shall not be discontinued without such a meeting taking place. In all decisions regarding alternative work schedules, the Court Executive Officer's decision is final.



In cases of emergency, when the foregoing procedure is not practical or in the best public interest, the Court may adopt or put into practice immediately such measures as required. At the earliest practicable date thereafter, the Union shall be provided with the notice described in the preceding paragraph, and be given an opportunity to meet with the appropriate management representative(s).

#### 7.4 Voluntary Time Off

Full-time, permanent workers may request a reduction in their work hours by 1%, 2%, 3%, 4%, 5%, 10% or 20% through the Voluntary Time Off (VTO) Program as described in the Court's Voluntary Time Off Policy as summarized herein. Workers may apply for the VTO Program at any time during the year. Application forms shall be made available through Court Human Resources. Approved applications for enrollment received after April 1st of each year will be effective the first pay period in July of that year. Approved applications received prior to April 1st will be effective the pay period following receipt of approved applications in the Court Human Resources Department.

Participating workers shall be considered to be in a full-time pay status and the voluntary reduction in work hours will have no effect on the following benefits:

- Health Insurance Coverage
- Basic Life Insurance
- Pay for Work-Out-Of-Class
- Probationary Period
- Supplemental Life Insurance
- Dental Insurance Coverage
- Short Term Disability
- Step Increases
- Seniority

There will be no effect on accrual of vacation, sick leave and holidays; however, all regular or normal time taken off during the program for vacation, sick leave, holiday, or compensatory time will be compensated at the reduced hourly rate.

The following benefit areas may be impacted by VTO under the following circumstances:

Overtime: Overtime compensation will not begin until after forty (40) hours have been worked during any one work week, and voluntary time off shall not be considered as time worked when determining eligibility for overtime compensation.

Long Term Disability: Because the Long Term Disability Plan is based on the worker's salary, the reduced work hours and/or the corresponding reduced salary may lower the premiums and the benefits derived.

Retirement: VTO does not impact years of service, but may impact calculation of compensation. Workers should contact the Retirement Office for detailed information.

All applications are subject to approval by the Court Executive Officer whose decision is final.

## **Section 8. Overtime**

### 8.1 Authorization

All compensable overtime must be authorized by the Court Executive Officer or his/her designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Overtime worked must be in the job

classification in which the person is regularly employed or in a classification for which the worker is authorized higher pay for work in a higher classification.

## 8.2 Definition

Any authorized time worked in excess of the 40 hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half (1 1/2) times the overtime worked, whether compensated by monetary payment or by the granting of compensatory time off.

Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked unless monetary payment at a different rate is prescribed for a worker covered by the Fair Labor Standards Act. For purposes of determining eligibility for overtime compensation only time actually worked shall be considered as time worked. The smallest increment of working time that may be credited as overtime is 6 minutes. Portions of 6 minutes worked at different times shall not be added together for the purpose of crediting overtime. Overtime shall be calculated from the worker's base pay only unless monetary payment at a different rate is prescribed for a worker covered by the Fair Labor Standards Act.

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## 8.3 Work Groups

The Court Executive Officer shall allocate all job classifications to the following described work groups for purposes of determining categories of workers to be compensated by monetary payment or by compensatory time off. The decision of the CEO shall be final; provided, however, that prior to changing the work group of an existing classification covered by this MOU the CEO shall notify the Union of the contemplated change and if requested, discuss with the Union the reasons for the work group change.

- (1) Work Group 1: All workers covered by the Fair Labor Standards Act shall be allocated to Work Group 1. Workers in Work Group 1 may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the worker. Compensatory time off which accrues in excess of 80 hours must be liquidated by monetary payment. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked.

Note: Work Groups 2, 3 4 and 5 pertain to workers not covered by this MOU.

Notwithstanding the allocation of job classes to work groups, any worker covered by the Fair Labor Standards Act shall be compensated in accordance with the Act.

Should the Court, through some future Federal ruling, be exempted from the Fair Labor Standards Act, the Court shall then revert to the base rate for the computation of overtime.

## 8.4 Call Back Minimum

Workers required to report back to work during off-duty hours shall be compensated for a minimum of 3 hours of overtime.

#### 8.5 Compensatory Time Off

Utilization of compensatory time off shall be by mutual agreement between the appointing authority and the worker.

The smallest increment of compensatory time which may be taken off is 6 minutes.

#### 8.6 Scheduled Workday

Workers covered by this MOU will not have a scheduled workday reduced in whole or in part to compensate for time which they are ordered to work in excess of another regularly scheduled workday.

### **Section 9. Shift Differential**

- 9.1 (1) Shift differential pay is defined as pay at a rate that is 8% above the worker's base pay.
- (2) Notwithstanding paragraph (1) above, the biweekly shift differential pay for full-time workers shall be at least \$20.00 above the worker's base pay, to be prorated for part-time workers.
- 9.2 Full-time workers assigned to work a shift of 8 hours or more that starts between 2:00 p.m. and 3:00 a.m. shall be paid shift differential rates for all hours worked during such shift. For employees working 8 hour shifts which extend beyond 6:00 p.m., shift differential shall be paid for all hours after 6:00 p.m. This provision applies only to employees who are assigned to work past 6:00 p.m., not those who opt to do so.
- 9.3 A split shift is generally defined as a normal daily shift which is worked over a span of more than 9 consecutive hours. Workers required by proper authority to work a split shift shall be paid \$3.00 per each split shift worked in addition to all other compensation. However, this provision shall not apply to employees who are on a 4-10 work schedule.

### **Section 10. Application of Differentials**

If a worker has been receiving a differential or pay for work-out-of-class as provided in this MOU or in the Court Personnel Rules for 30 or more calendar days immediately preceding a paid holiday, or the commencement of a vacation or the commencement of a paid sick leave period, or compensatory time off, as the case may be, the applicable differential shall be included in such worker's holiday pay, vacation pay, paid sick leave or paid compensatory time.

### **Section 11. On-Call Duty**

When warranted and in the interest of the Court, the Court Executive Officer may assign workers to on-call status. Compensation for on-call duty shall be computed as follows:

Workers shall be paid an hourly rate of \$4.40 for time in which they are required to be in an on-call status, unless otherwise provided below.

Workers receiving call-back pay shall not be entitled to on-call pay simultaneously.

## **Section 12. Bilingual Pay**

A salary differential of \$55.00 biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the Court Executive Officer. Said differential shall be prorated for workers working less than full-time or who are in an unpaid leave of absence status for a portion of any given biweekly pay period. Bilingual pay for workers where at least 50% of the workload is comprised of non-English speaking clients shall be \$70.00 biweekly.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the Court and the decision of the Court Executive Officer is final. The Union shall be provided listings of workers receiving bilingual pay twice a year.

### **12.1 Hiring and Selection**

The Court will continue to recruit and hire workers based on a specific need for bilingual skills.

### **12.2 Testing**

All workers hired to fill positions requiring bilingual skills will be tested for bilingual proficiency. Present workers may be certified by the appointing authority as possessing sufficient bilingual skills to be appointed to a bilingual pay position; provided, however, nothing herein precludes the Court from requiring that said workers be tested. Requests by workers to be tested for bilingual skill proficiency will be referred to the Court Human Resources Department for consideration.

### **12.3 Continued Use of Bilingual Language Skill**

Workers hired to fill positions requiring bilingual skills may be required to remain in bilingual pay positions. Nothing herein precludes any of the above specified workers from promoting to higher classifications.

### **12.4 Transfers**

Transfers of workers occupying bilingual pay positions shall be in accordance with Court policy and practice and shall not be in violation of the MOU. It is recognized that utilization of a bilingual skill may be the sole reason for transfer in order to meet a specific Court need.

### **12.5 Review**

The number and location of bilingual pay positions shall be periodically reviewed by management. If the number of filled positions in a specific division or geographical location is to be reduced, workers will be given reasonable notice prior to loss of the bilingual pay differential.

### **12.6 Administration**

Administration of the bilingual pay plan will be the overall responsibility of the Court Human Resources Department. Any disputes concerning the interpretation or application of the bilingual pay plan shall be referred to the Court Executive Officer whose decision shall be final.

## **Section 13. Mileage Reimbursement Policy**

Except where indicated below, the Court does not reimburse workers for home to work and work to home travel. Any disputes concerning the interpretation or application of the mileage reimbursement policy shall be referred to the Court Executive Officer whose decision shall be final. The rate at which mileage is reimbursed shall be set by the Judicial Council of California (JCC).

Definition of Regular Work Location: The Court or County facility(ies) where the Court is operating or designated area(s) within the Court or County where a worker reports when commencing his/her regularly assigned functions.

Workers who are assigned temporary assignments away from their regular work location shall receive mileage reimbursement during the time of their temporary assignment.

A worker is entitled to mileage reimbursement under the following conditions:

1. Once a worker arrives at his/her regular work location, any subsequent work related travel in the worker's own vehicle shall be eligible for mileage reimbursement.
2.
  - a) If a worker uses his/her own vehicle for travel to and from any required training program or conference, the worker shall be entitled to mileage reimbursement for all miles traveled unless the worker is leaving directly from his/her residence, in which case the total shall be less the normal mileage to or from the worker's regular work location.
  - b) If a worker uses his/her own vehicle for travel to and from any optional work related training program or conference the worker may, with department head approval, be eligible for mileage reimbursement up to the limits specified in paragraph "a" above.
3. A worker who is required to travel from his/her residence to a location other than his/her regular work location shall be entitled to mileage reimbursement for all miles traveled less the normal mileage to or from his/her regular work location.

Example: A worker lives in Burlingame and regularly works in San Mateo - distance home to work is 8 miles. Due to an early meeting the worker must travel from home to Redwood City (21 miles). The worker is entitled to 13 miles of reimbursement. This figure is arrived at by subtracting 8 miles (normal mileage from home to work) from 21 miles (home to Redwood City).

4. A worker who is required to engage in any work related travel at the conclusion of which the worker's work day will be completed shall be entitled to mileage reimbursement for all miles traveled less the normal mileage from the regular work location to his/her residence.

Example: A worker lives in Palo Alto and regularly works in Redwood City - distance home to work is 13 miles. The worker has a meeting at Hayward (31 miles) which ends at 5:00 p.m. and therefore, the worker will go directly home (31 miles). The worker is entitled to 18 miles of reimbursement. This figure is arrived at by subtracting 13 miles (normal mileage from home to work) from 31 miles (distance from Hayward to home).

Exceptions to the above policy may be considered on a case by case basis by the Court Executive Officer, whose decision shall be final.

## **Section 14. Tuition Reimbursement**

14.1 The Court may reimburse workers for tuition and related fees paid for courses of study taken in off-

duty status if the subject matter is closely related to the worker's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Court's Finance Director with the Court Executive Officer's concurrence. There must be a reasonable expectation that the worker's work performance or value to the Court will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above criteria. The worker must both begin and successfully complete the course while employed by the Court.

The worker must apply on the prescribed form to the Court Human Resources Director or designee, giving all information needed for an evaluation of the request. The Court Human Resources Director or designee shall recommend approval or disapproval to the Court Executive Officer, whose decision shall be final.

In order to be reimbursed the application must have been approved by the Court Executive Officer or designee before enrolling in the course. The worker must both begin and successfully complete the course while employed by the Court. If a course is approved and later found to be unavailable a substitute course may be approved after enrollment.

Upon completion of the course the worker must submit to Court Human Resources a request for reimbursement accompanied a copy of the school grade report or a certificate of completion. Court Human Resources shall, if it approves the request, forward it to the Court's fiscal office for payment.

Reimbursement may include the costs of tuition and related fees. The Court will reimburse up to \$25.00 per course for books under conditions specified in the Tuition Reimbursement program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

- 14.2 When Spanish language courses are available from the County and the Court determines that, because of an employee's job duties, the employee needs to take a Spanish language course in order to improve or maintain his/her proficiency in the language, then the employee's time for the course(s) shall be evenly split between on-the-clock time (001) for which the employee shall be paid and off-the-clock time for which the employee shall not be paid.

## **Section 15. Continuing Education and Licensure Reimbursement**

In recognition of the professional standards and requirements of Family Court Recommending Counselors and Court Investigators, the Court agrees to reimbursement of the following:

### **15.1 Required Annual Continuing Education Units**

The Court shall cover all costs associated with Annual Continuing Education Requirements per California Rules of Court.

### **15.2 Additional Continuing Education Units**

The Court shall cover up to \$250 per person per year for costs associated with annual continuing education units required for MFT and LCSW license renewals.

The Court may reimburse each Family Court Recommending Counselor and Court Investigator for additional approved continuing education units that relate to their position that do not fall under the

Rules of Court per subsection 1 (above), and/or the Tuition Reimbursement Program described in Section 14.

To receive reimbursement of actual costs:

- The employee must obtain written authorization prior to attending the workshop/training. Unless the workshop/training is provided by the Court, County or Administrative Office of the Court, the training will be attended on employee time. No mileage will be paid for workshop/training not provided by the aforementioned agencies.
- The employee must submit the written authorization along with the proof of payment to Court Human Resources using the Travel Expense Claim Form available on *courtnet*.
- Court Human Resources will review the request for completeness, approve and submit the payment request to the fiscal office for processing.

### 15.3 Licensure Reimbursement

For licenses renewed on or after December 1, 2012, the Court will reimburse the cost of MFT or LCSW license renewals up to a maximum of \$200 every two years for those counselors who hold such licenses.

To receive reimbursement of actual costs:

- The employee must submit the proof of payment to Court Human Resources using the Travel Expense Claim Form available on *courtnet*.
- Court Human Resources will review the request for completeness, approve and submit the payment request to the fiscal office for processing.

## **Section 16. Custodial Staff Uniforms**

Court custodians are expected to wear uniforms while on duty. Each custodian will be given five shirts and five pants upon appointment and 4 replacement shirts and 4 replacement pants annually. In addition, court custodians receive \$5.00 per pay period to assist with the cost of cleaning the custodial uniforms.

## **Section 17. Resignation and Reinstatement**

A probationary or permanent worker who has resigned in good standing or accepted a voluntary demotion may, within 2 years following the effective date of the resignation or voluntary demotion, request that the Court Executive Officer or Court Human Resources Director place his/her name on the reinstatement eligible list for any classification for which he/she is qualified. Additionally, workers who occupy positions which the Court Executive Officer has determined are at risk of being eliminated may be placed on appropriate reinstatement lists prior to the anticipated date of layoff. This list may be considered by the hiring authorities in addition to either the promotional eligible or general lists but cannot take precedence over the general reemployment eligible lists.

## **Section 18. Layoff and Reemployment**

### **18.1 Definition of Layoff**

The Court Executive Officer may lay off workers because of lack of work, lack of funds, reorganization, or otherwise when in the best interests of the Court.

### **18.2 Notice of Layoff**

The Court Executive Officer will give at least fourteen (14) days advance written notice to workers to be laid off except in an emergency situation in which case the Court Executive Officer may authorize a shorter period of time.

The Court will allow employees who are being laid off to use Court time to utilize job-search resources on Court premises that are provided or authorized by the Court. The Court will also allow employees who are being laid off to use a reasonable amount of their accrued leave time for job-search related activities that are conducted off Court premises.

### **18.3 Precedence by Employment Status**

No permanent worker shall be laid off while workers working in extra-help, temporary, provisional, term or probationary status are retained in the same classification unless that worker has been offered the extra-help, temporary, or provisional appointment. Permanent workers displacing filled positions outside of their own classification must be able to meet the minimum qualification of the position prior to exercising their right to the position. The order of layoff among workers not having permanent status shall be according to the following categories:

- (1) Extra-Help
- (2) Temporary
- (3) Provisional
- (4) Term
- (5) Probationary (Permanent) - among probationary workers in a classification, order of layoff shall be by reverse order of seniority as determined by total continuous Court and County service, not continuous time in that probationary period.

#### **Seniority**

Layoffs shall be by job class, within the Court according to reverse order of seniority as determined by total continuous Court and County service, except as specified above. For workers within the Court, all Court service time counts in determining seniority within the Court. If a worker transfers or otherwise moves from the Court to a County position, or if a worker transfers or otherwise moves from a County position to the Court, only the workers time in the Classified service counts in determining seniority for purposes of layoff.

The following provisions shall apply in computing total continuous service:

- (1) Time spent on military leave, leave to accept temporary employment outside the Court and leave to accept a position in the County's unclassified service shall count as Court/County service.



- (2) Periods of time during which a worker is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that worker's seniority rights.
- (3) Time worked in an extra-help status shall not count as Court/County service.
- (4) Time worked in a permanent, probationary, provisional, or temporary status shall count as Court/County service. Part-time status shall count at the rate of one year of continuous employment for each 2080 straight-time hours worked.

If two (2) or more workers have the same seniority, the examination scores for their present classification shall determine seniority.

#### 18.4 Identification of Positions for Layoff

- (1) The classifications in a flexibly staffed series are treated as one classification for purposes of layoff.
- (2) When a classification has options, as defined in the classification specification, each option shall be treated as a separate classification for layoff purposes.

#### 18.5 Procedures

- (1) A displaced full-time worker will be reassigned to any full time vacancy in his/her classification in the Court. A displaced part-time worker will be reassigned to any part –time vacancy in his/her classification in the Court.
- (2) If no vacancy matching the worker's full-time or part-time status exists in the worker's classification in the Court, a worker shall have the following options:
  - (a) He/she may take the longest standing vacancy, County-wide, in his/her classification in another department, or
  - (b) He/she shall have the right to interview for any other vacancies, County-wide, in his/her classification, or other classifications for which he/she has bumping rights. Workers who choose this option shall have a list of all such vacancies provided by the County. The County will arrange for interviews for vacancies in which the worker is interested.
- (3) Workers who are notified they will be laid off shall have any of the following three choices:
  - (a) Taking a voluntary demotion within the Court to any classification, at the worker's discretion, in which the worker had prior probationary or permanent status provided such a position is held by a worker with less seniority.
  - (b) On a Court/County-wide basis, displacing the worker in the same classification having the least seniority in Court or County service. For the purpose of such Court/County-wide move, Court and County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.

The two-thirds (2/3) rule in this subpart (b) and subpart (c) below only applies to the computation for movement between the Court and County departments. Total seniority is retained by the worker in his/her new assignment.

- (c) On a Court/County-wide basis, taking a voluntary demotion to any classification, at the worker's discretion, in which the worker had prior probationary or permanent status provided such a position is held by a worker with less seniority. For the purpose of such Court/County-wide move, Court and County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.
- (4) Displaced workers may request the Court and San Mateo County Human Resources Director place their name on the promotional eligible list or open eligible list for any classification for which, in the Court Executive Officer or Director's opinion, the worker is qualified. The worker's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 18.3.
- (5) A worker may, with the approval of the Court Executive Officer and/or the County Human Resources Director and the gaining department head, demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.
- (6) At the sole discretion of the Court Executive Officer in conjunction with the County Human Resources Director, a worker may be allowed to transfer and displace a less senior worker in a position in which he/she had prior probationary or permanent status and which the Director determines is equivalent with respect to duties and responsibilities to the position the worker presently occupies.
- (7) A transfer, for layoff purposes, is defined as a change from one position to another in the same class or in another class, the salary range of which is not more than 10% higher.
- (8) Part-time workers shall not displace full-time workers, unless the part-time worker has held full-time status in the class.
- (9) In addition to all other options, workers in classes at risk of being eliminated, as determined by the Court Executive Officer, may also be placed on the reinstatement list.

#### 18.6 Names of Workers Laid Off to be Placed on Reemployment and General Eligible Lists

The names of workers laid off shall be placed on reemployment eligible lists as hereinafter specified. Former workers appointed from a reemployment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed workers shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The Court reemployment eligible list for each class shall consist of the names of workers and former workers with probationary or permanent status who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority as specified in Section 18.3. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the worker worked.

The general reemployment eligible list for each class shall consist of the names of workers and former workers with probationary or permanent status who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a Court-wide basis.

18.7 Abolition of Position

The provisions of this Section 18 shall apply when an occupied position is abolished.

**Section 19. Severance Pay**

- 19.1 If a worker's position is abolished and he/she is unable to displace another Court worker as provided in Section 18, or if that worker is unable to move into a vacant position, he/she shall receive one week pay for each year (2080 hours) of service up to a maximum of 10 weeks and reimbursement of 50% of the cash value of his/her unused sick leave; provided, however that such worker shall be eligible for reimbursement only if he/she remains in paid status with the Court until his/her layoff date.
- 19.2 Severance pay as described in Section 19.1 shall not be denied because a worker refuses to take a position requiring 29 hours or less work per week.
- 19.3 The Court will pay the Court premium for 6 months of medical coverage only for workers who are laid off. This coverage is contingent on the following conditions;
1. The worker has not refused a Court job offer.
  2. The worker is unemployed.
  3. The worker continues to pay their share of the premium.

**Section 20. Holidays**

- 20.1 Regular full-time workers in established positions shall be entitled to take all authorized holidays at full pay, not to exceed 8 hours for any one day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time workers shall be entitled to holiday pay, not to exceed 8 hours for any one day, in proportion to the average percentage of hours worked during the two pay periods without holidays immediately preceding the pay period which includes the holiday.
- 20.2 The holidays for the Court are:
- |      |                             |                                     |
|------|-----------------------------|-------------------------------------|
| (1)  | January 1                   | (New Year's Day)                    |
| (2)  | Third Monday in January     | (Martin Luther King, Jr's Birthday) |
| (3)  | Third Monday in February    | (Presidents Day)                    |
| (4)  | March 31                    | (César Chavéz Day)                  |
| (5)  | Last Monday in May          | (Memorial Day)                      |
| (6)  | July 4                      | (Independence Day)                  |
| (7)  | First Monday in September   | (Labor Day)                         |
| (8)  | Second Monday in October    | (Columbus Day)                      |
| (9)  | November 11                 | (Veterans Day)                      |
| (10) | Fourth Thursday in November | (Thanksgiving Day)                  |

- (11) Friday following Thanksgiving Day
- (12) December 25 (Christmas)
- (13) Every day appointed by the President of the United States or the Governor of the State of California to be a day of public mourning, thanksgiving, or holiday. The granting of such holidays shall be at the discretion of the Court Executive Officer.

If the legislature or the Governor appoints a date different from the one shown above for the observance of one of these holidays, then the Court shall observe the holiday on the date appointed by the Legislature or the Governor.

- 20.3 If one of the holidays listed above falls on Sunday the holiday will be observed on Monday. If one of the holidays listed above falls on a Saturday the holiday will be observed on the preceding Friday, unless otherwise modified by State law.
- 20.4 If any of the holidays listed above falls on a day other than Saturday or Sunday and the worker is not regularly scheduled to work that day, or if a worker is required to work on a holiday, he/she shall be entitled to equivalent straight time off with pay. This equivalent time off is limited to 120 hours with any time earned in excess of 120 hours cashed out at the equivalent straight time rate. If a worker leaves Court service with accrued holiday hours, those hours will be cashed out. Workers working on a holiday shall be compensated for such time worked at the rate of one and one-half (1 1/2) times the straight-time rate. This compensation may, at the worker's option, be in the form of overtime pay or compensatory time off, but not a combination of the two.
- 20.5 The Court will provide one floating holiday (8 hours), prorated for part time, to every full time employee in the first pay period of each calendar year in place of the Lincoln's Birthday holiday previously granted on February 12. The holiday must be used within the calendar year or it will be forfeited. The purpose of exchanging the set holiday for a floating holiday is to allow for an in-service day on February 12 of each year when all court staff can be present in the office undisturbed by the public and outside agencies. The day can be used as an opportunity for the Court to provide all staff training in addition to or in lieu of staff working in their offices. Should training not be provided that would be relevant to a classification that does not have work to perform (i.e. court reporters, etc.) that class of workers will be asked to assist other divisions with tasks for which they may be qualified and able (i.e. filing, etc.).

Employees may request to have vacation during Lincoln's Birthday holiday, and the request shall be considered as per Section 22.2. Notwithstanding, such request shall not be denied except in cases where events occurring on that day require participation by all court personnel, and cannot be addressed at another time, as determined by the Court.

- 20.6 If February 12 falls on Sunday the in-service day will be on the following Monday. If February 12 falls on Saturday the in-service day will be on the preceding Friday, unless otherwise modified by State law.

## **Section 21. Election Days**

The Court does not intend to prohibit workers from being absent from work on election days if workers can charge such time off to accumulated vacation, or compensatory time. Every effort will be made to grant their requests unless the absences would be likely to create serious problems in rendering proper services to the public.

## **Section 22. Vacations**

### **22.1 Vacation Accruals**

Workers, excluding extra-help or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedule. Part-time workers except extra-help shall be entitled to vacation accruals on a pro-rated basis.

- (1) During the first 5 years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked (0.05 hours per hour worked).
- (2) After the completion of 5 years of continuous service, vacation will be accrued at the rate of 4.9 hours per biweekly pay period worked (0.06125 hours per hour worked).
- (3) After the completion of 10 years of continuous service, vacation will be accrued at the rate of 5.9 hours per biweekly pay period worked (0.07375 hours per hour worked).
- (4) After the completion of 15 years of continuous service, vacation will be accrued at the rate of 6.5 hours per biweekly pay period worked (0.08125 hours per hour worked).
- (5) After the completion of 20 years of continuous service, vacation will be accrued at the rate of 6.8 hours per biweekly pay period worked (0.085 hours per hour worked).
- (6) After completion of 25 years of continuous service, vacation will be accrued at the rate of 7.4 hours per biweekly pay period worked (0.0925 hours per hour worked).
- (7) No worker will be allowed to accumulate more vacation hours than they earn over 52 biweekly pay periods vacation accrual to his/her credit at any one time. However, workers may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed
- (8) No vacation will be permitted prior to completion of 13 biweekly pay periods of service.
- (9) Vacation may be used in increments of 6 minutes.
- (10) Extra-Help do not accrue vacation credits, except that prior extra-help service shall be included with service in a regular established position in computing vacation allowance for the purpose of this Section. Such service as extra-help may not be included if it preceded a period of over 28 consecutive calendar days during which the worker was not in a pay status, except if approved by the Court Executive Officer.

If the Union negotiates vacation accrual rate increases with the County of San Mateo, the court agrees to meet and confer over vacation accrual rates with the Union

### **22.2 Vacation Schedule**

The time at which workers shall be granted vacation shall be at the discretion of the appointing authority. Length of service and seniority shall be given consideration in scheduling vacations and in giving preference as to vacation time. Court Human Resources agrees to investigate and, if appropriate,

to recommend that a worker be allowed to take vacation time off when the worker is at the maximum vacation accrual amount. The decision of the Court Human Resources Director shall be final. The Court agrees to provide maximum vacation accrual limits on workers' paychecks.

22.3 Vacation Allowance for Separated Workers

When a worker is separated from Court service his/her remaining vacation allowance shall be added to his/her final compensation.

22.4 One Time Vacation Accruals Cash-Out

All AFSCME represented employees may request to cash out up to forty (40) hours of their vacation accruals as long as the employee has a balance of at least eighty (80) hours at the time of the request.

Request for vacation cash-out must be submitted by December 1, 2018 on a court approved and provided vacation cash-out form. Any employees not returning a form will be considered having waived their right to cash-out for the coming fiscal year. This cash out will be paid in February 2019 on a pay period yet to be determined. This provision sunsets in March 2019.

**Section 23. Sick Leave**

23.1 Accrual

All full time workers, except extra-help, shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work (0.04625 hours per hour worked). Such accrual shall be prorated for any worker, except extra-help, who work less than full time during a pay period. For the purpose of this Section absence in a pay status shall be considered work.

If the Union negotiates sick leave accrual rate increases with the County of San Mateo, the court agrees to meet and confer over sick leave accrual rates with the Union

23.2 Usage

Workers are permitted to use sick leave accruals up to a maximum of the time accrued, under the following conditions:

- (1) The worker's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from as determined by a licensed health care professional.
- (2) The worker's receipt of required medical or dental care or consultation.
- (3) The worker's attendance to a member of the immediate family who is ill (parent, spouse, domestic partner, son, daughter, sibling, stepchildren, mother-in-law, father-in-law, grandparents or grandchildren).

23.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the worker in advance of his or her absence, the worker shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the worker shall notify his/her supervisor as promptly as possible by telephone or other means.

Requests for use of sick leave accruals for anticipated future need shall be provided in the same way as the worker would request use of vacation accruals. No worker is expected or required to divulge confidential medical information but must indicate date, time and duration of need, if known.

The Court Executive Officer or designee may request medical certification or excuse prior to granting use of sick leave accruals. Supervisors in need of medical certifications or excuse from a worker must make that need known prior to the return of the employee. Workers who are absent from work because of illness or injury shall not be disciplined because they are unable to provide a physician's certificate, when said document has not been requested prior to the worker's return to work.

A worker who has exhausted his/her accrued sick leave balance may use other accrued leaves (vacation, comp time, holiday credits), in lieu of sick leave which meets the criteria specified in Section 23.2, unless such worker has received a written letter of warning or been disciplined for attendance problems within the last 4 months, in which case such other leaves may only be used for pre-scheduled and pre-approved medical and dental appointments. The use of such leave in lieu of sick leave is subject to all other provisions of Section 23.

If a worker has had an excessive number of unplanned absences, he/she may be placed on a leave restriction plan. Workers shall not normally be placed on leave restriction unless they have first received an oral warning that their attendance is of concern. If a worker is placed on leave restriction, the supervisor will meet with the worker (with a union representative if the worker so chooses), and will provide to them a written statement articulating the reason for the leave restriction, as well as the length of time his/her attendance is to be monitored. Material relating to the unplanned absences will be made available to the worker. The decision to place a worker on a leave restriction plan is not grievable.

#### 23.4 Accounting for Sick Leave

Sick leave may be used in increments of 6 minutes.

#### 23.5 Credits

When a worker who has been working in an extra-help category is appointed to a permanent position he/she may receive credit for such extra-help period of service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than 28 consecutive calendar days in which a worker was not in a pay status.

If a worker with unused sick leave accrued is laid off and later reemployed in a permanent position, such sick leave credits shall be restored upon reemployment provided that the worker did not accept payment for any sick leave accruals upon separation.

#### 23.6 Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination, that a worker is not capable of properly performing his/her duties, he/she may require the worker to absent himself/herself from work until the incapacity is remedied. During such absence the worker may utilize any accumulated sick leave, vacation, holiday and compensatory time.

#### 23.7 Use of Sick Leave While on Vacation

A worker who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the worker:

- (1) was hospitalized during the period for which sick leave is claimed, or
- (2) received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or
- (3) was preparing for or attending the funeral of an immediate family member.

No request to be paid for sick leave in lieu of vacation will be considered unless such request is made within 10 working days of the worker's return and the above substantiation is provided within a reasonable time.

#### 23.8 Sick Leave During Holidays

Paid holidays shall not be considered as part of any period of sick leave, unless the worker is scheduled to work on that holiday.

#### 23.9 Catastrophic Leave Program

##### (a) Purpose

The Catastrophic Leave Policy is designed to assist workers who have exhausted paid time credits due to serious or catastrophic illness, injury or condition of the worker or his/her family. This policy allows other workers to make voluntary grants of time to that worker so that s/he can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

##### (b) Program Eligibility

Leave credits may voluntarily be transferred from one or more donating workers to another receiving worker under the following conditions:

1. The receiving worker is a permanent full or part-time worker whose participation has been approved by Court Human Resources;
2. The receiving worker and/or the worker's family member has sustained a life threatening or debilitating illness, injury or condition. (The Court Executive Officer may require that the condition be confirmed by a doctor's report.);
3. The receiving worker has exhausted all paid time off;
4. The receiving worker must be prevented from returning to work for at least 30 days and must have applied for a medical leave of absence.

##### (c) Transferring Time

1. Vacation and holiday time may be transferred by workers in all work groups. Compensatory time may be transferred by workers in work groups 1 and 5.
2. Sick leave may be transferred at the rate of 1 hour of sick leave for every 4 hours of other time (i.e., holiday, vacation, or comp time).
3. Donated time will be converted from the type of leave given to sick leave and credited to the receiving worker's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving worker.



4. Donations must be a minimum of 8 hours and, thereafter, in whole hour increments.
5. The total leave credits received by the worker shall normally not exceed three months; however, if approved by the Court Executive Officer, the total leave credits received may be up to a maximum of six months.
6. Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating worker and approved by the Court Human Resources Director. Once posted, these donations are irrevocable except as described in paragraph 7 below.
7. In the event of the untimely death of a Catastrophic Leave recipient, any excess leave will be returned to the donating workers on a last in/first out basis (i.e., excess leave would be returned to the last worker(s) to have donated).

(d) Appeal Rights

Workers denied participation in the program by the Court Human Resources Director may appeal the decision to the Court Executive Officer whose decision shall be final.

23.10 Sick Leave for Child Birth and Adoption

Workers may use up to 30 working days of accrued sick leave following the birth of a child to their spouse or when adopting a child.

## **Section 24. Bereavement**

- 24.1 The Court will provide up to Three (3) days paid bereavement leave upon the death of a member of the employee's immediate family, including preparation for and attendance of the funeral. Nothing in this section precludes an employee from using accrued sick leave following the death of a member of his/her immediate family (in addition to the three (3) days of paid bereavement leave) in accordance with Section 23.2 (Sick Leave Usage). Bereavement leave can be taken on non-consecutive days within the 30-day period following the death.
- 24.2 For the purpose of this Section, immediate family means parent, spouse, domestic partner, son, daughter, sibling, stepchildren, mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, grandparents-in-law, and siblings-in-law and any person who acted "in loco parentis" for the employee (i.e. under took the care and custody of the employee in the absence of the employees natural parents, but without formal legal approval
- 24.3 The Court reserves the right to request substantiation to support a request for bereavement leave upon the employee's return to work and, under the circumstances set forth in 24.2 above, to support a request to use accrued sick or vacation leave to prepare for or attend the funeral of an immediate family member.

## **Section 25. Leaves of Absence**

25.1 General

Workers shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this MOU. Unless otherwise provided, the granting of a leave of absence also grants to the worker the right to return to a position in the same or equivalent class, as he/she held at the time the leave was granted. The granting of any leave of absence shall be based on the

presumption that the worker intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the County Retirement Board a leave may be granted pending decision by that Board. Nothing in this Section 25 shall abridge a worker's rights under the Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA). Information regarding FMLA is contained in the Letters section of this MOU. The latest FMLA information shall be posted on *courtnet* and posted in each department.

Total Period of Leave: Except for Disability Leaves as provided above and in Section 25.4 (2) (c), no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of 26 pay periods.

Approval and Appeals: Requests for leaves should be directed to the employee's direct supervisor who, in consultation with Court Human Resources, will review the time periods requested and make a recommendation to grant or deny the leave based on court business needs. This recommendation will be relayed to the manager or director for further consideration and approval. Where medical certification is required or used as the basis for the need for a leave of absence, Court Human Resources will have the authority to approve the leave. Workers whose leave request is denied may appeal the decision to the Court Executive Officer, whose decision is final.

#### 25.2 Benefit Entitlement for Employees in Leave Without Pay Status

Workers on leaves of absence without pay for more than two biweekly pay periods shall not be entitled to payment of the Court's portion of health, dental, life, or long-term disability insurance premiums, except as provided hereinafter. The entitlement to payment of the Court's portion of the premiums shall end on the last day of two full biweekly pay periods in which the worker was absent. A worker who is granted a leave of absence without pay due to the worker's illness or accident shall be entitled to two biweekly pay periods of the Court's portion of the insurance premiums for each year of Court service or major fraction thereof, up to a maximum of twenty-six biweekly pay periods payment of premiums.

#### 25.3 Seniority Rights and Salary Adjustments

Authorized absence without pay which exceeds twenty-eight consecutive calendar days for either: (1) leave of absence for personal reasons, (2) leave of absence for illness or injury not compensated through Workers' Compensation benefits, or (3) leave of absence to fill an unexpired term in elective office shall not be included in determining salary adjustment rights, or any seniority rights, based on length of employment. Any authorized absence without pay (regardless of length) which begins on or after October 24, 1994, shall not be included in determining salary adjustment rights, or any seniority rights, based on length of employment.

#### 25.4 Job Incurred Disability Leave

##### (1) Job Incurred Disability Leave With Pay

- (a) Definition: Job incurred disability leave with pay is a worker's absence from duty with pay because of disability caused by illness or injury arising out of and in the course of his/her employment which has been declared compensable under Workers' Compensation Law. Only permanent or probationary workers occupying permanent positions are eligible for job incurred disability leave with pay.

- (b) Payment: Payment of job incurred disability leave shall be at the base pay of the worker, and shall be reduced by the amount of temporary disability indemnity received pursuant to Workers Compensation Law.
- (c) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for job incurred disability leave a worker must submit a request on the prescribed form to Court Human Resources describing the illness or accident and all information required for evaluation of the request. The worker must attach a physician's statement certifying to the nature, extent, and probable period of illness or disability. No job incurred disability leave with pay may be granted until after the Court or the Court Workers Compensation Adjuster has declared the illness or injury compensable under the California Workers Compensation Law and has accepted liability.
- (d) Length of Job Incurred Disability Leave With Pay: Eligible workers shall be entitled to job incurred disability leave pay for the period of incapacity as determined by a physician, not to exceed a maximum of 90 calendar days for any one illness or injury. Holidays falling within the period of disability shall extend the maximum time allowance by the number of such holidays.

(2) Job Incurred Disability Leave Without Pay

- (a) Definition: Job incurred disability leave without pay is a worker's absence from duty without Court pay because of disability caused by illness or injury arising out of and in the course of his/her employment which has been declared compensable under Workers Compensation Law. Only permanent or probationary workers occupying permanent positions are eligible for job incurred disability leave without pay. Such leave is taken after the disabled worker has used up allowable job incurred disability leave with pay, as well as accrued credits for sick leave. At the worker's option, vacation and compensatory time-off accruals may also be used.
- (b) Application for and Approval of Job Incurred Disability Leave Without Pay: The Workers Compensation third party administrator will communicate with Court Human Resources any need for continued leave for a job incurred illness or injury. Such leave will be based on certification of illness/injury and recommendation from a Workers Compensation approved medical provider.
- (c) In the event a worker is disabled and is receiving Workers Compensation benefits this leave may be extended as long as such disability continues.

25.5 Leave of Absence Without Pay

(1) General Provisions

- (a) Qualifying: Only permanent or probationary workers occupying permanent positions are eligible for leaves of absence without pay under the provisions of this Section.
- (b) Application for and Approval of Leaves of Absence Without Pay: In order to receive leave without pay, a worker must submit a request on the prescribed form to Court

Human Resources describing the reasons for the request and all other information required for evaluation of the request.

- (c) Granting of Leaves of Absence Without Pay: The Court Executive Officer may grant requests for leaves of absence without pay. Denial of requested leave in whole or in part may be appealed by the worker to the Court Human Resources Director, whose decision shall be final.
- (2) Leaves of Absence Without Pay For Non-Job Incurred Illness or Injury: Leaves of Absence without pay on account of illness or injury which are not job incurred may be granted for a maximum period of 26 full biweekly pay periods. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from. Such leaves will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.
- (3) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay for personal reasons (including but not limited to being employed on a full-time basis by the Union signatory to this MOU) may be granted for a maximum period of 13 full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used; however, a worker may request in case of personal emergency, including an emergency relating to the non-disability portion of maternity leave, that one week's vacation be retained.
- (4) Leaves of Absence Without Pay for Union Work: Leaves of absence without pay to take employment with the Union signatory to this MOU may be granted for a maximum period of 26 full biweekly pay periods upon 45 days advanced written notice from the Union. Workers are entitled to retain any accrued vacation and holiday credits while on such leaves. In the event that workers on approved Union leaves want to continue group benefits coverage (including medical, dental, vision and life insurance) through the Court provided plans, arrangements will be made for the Union to reimburse the Court for the costs associated with continuing such coverage. In the event the employee is in a business-critical position, a meeting will occur between the Union and the Court Executive Officer regarding the feasibility of the release. (i.e., if the request were to release the only payroll specialist in the Court, it may not be feasible to release that person with only 45 days' notice.) No more than one worker per year will be released for this Leave of Absence.
- (5) Parental Leave: A worker/parent of either sex shall be granted a leave of absence without pay to fulfill parenting responsibilities during the period of one year following the child's birth or one year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for a maximum period of 13 biweekly pay periods. Use of accrued vacation, sick, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave. Workers who must assume custody of a minor will be eligible for parental leave.

## 25.6 Military Leaves of Absence

The Court shall comply with all state and federal laws governing court employees' military leaves of absence, including but not limited to the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended, and the Military and Veterans Code of the State of California, as amended.

#### 25.7 Absence Due To Required Attendance in Court

Upon approval by the Court Executive Officer, a worker, other than extra-help, shall be permitted authorized absence from duty for appearance in Court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (1) Said absence from duty will be with full pay for each full day the worker serves on the jury or testifies as a witness in a criminal case, other than as a defendant or litigant, including necessary travel time. As a condition of receiving such full pay, the worker must remit to the Court Finance Director, through the Court Executive Officer within 15 days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with a worker's usual official duties or in connection with a case in which the Court is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Said absence from duty will be without pay when the worker appears in private litigation not required by work
- (6) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the Court fiscal office.

#### 25.8 Educational Leave of Absence With Pay

Educational leave of absence with pay may be granted to workers under the conditions specified in this Section. In order to be granted educational leave of absence with pay a worker must submit on the prescribed form a request to the appointing authority containing all information required to evaluate the request.

The Court may, after approval of a worker's application, grant a leave of absence with pay for a maximum of 65 working days during any 52 biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to workers with at least thirteen (13) biweekly pay periods of continuous service and who are not extra-help, or temporary. Such leaves will be granted only in cases where there is a reasonable expectation that the worker's work performance or value to the Court will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above described criteria. The workers must agree in writing to continue working for the Court for at least the following minimum periods of time after expiration of the leave of absence:

<u>Length of Leave of Absence</u>	<u>Period of Obligated Employment</u>
44 to 65 workdays	52 biweekly pay periods
22 to 43 workdays	26 biweekly pay periods
6 to 21 workdays	13 biweekly pay periods

#### 25.9 Absence Without Leave

- (1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be considered an absence without leave.

- (2) Absence Without Leave: Absence from duty without leave for any length of time without a satisfactory explanation is cause for dismissal. Absence without leave for 4 or more consecutive days without a satisfactory explanation shall be deemed a tender of resignation. If within thirty (30) days after the first day of absence without leave a person who has been absent makes an explanation satisfactory to the Court Executive Officer, he/she may reinstate such person.

## **Section 26. Medical Care**

If the County develops an alternate method for delivery of this benefit through the County wide benefits committee, then the parties will re-open this section of the agreement. It is agreed that the courts will allow for one member from AFSCME to attend these meetings on release time.

Should the Unions and the County of San Mateo agree to a cash-in-lieu provision for County employees who opt out of medical coverage, the court agrees to meet and confer with the Union on the issue of cash in lieu payments to Court employees who opt out of medical coverage.

- 26.1 The Court and covered workers share in the cost of health care premiums.

The Court's premium cost share for Kaiser and BlueShield HMO is 85% and the employee's share is 15% of premium.

The Court's premium cost share for BlueShield PPO is 75% and the employee's share is 25%.

- 26.2 For Court workers occupying permanent part-time positions who work a minimum of forty, but less than sixty hours in a biweekly pay period, the Court will pay one-half (1/2) of the hospital and medical care premiums described above.

For Court workers occupying permanent part-time positions who work a minimum of sixty, but less than eighty hours in a biweekly pay period, the Court will pay three-fourths (3/4) of the hospital and medical care premiums described above.

In either case cited above the Court contribution shall be based on the designation by management of the position as either half-time or three-quarter time, not on the specific number of hours worked.

The Court agrees to adjust the benefit status of part-time workers to conform to the budgeted FTE status of the position they occupy.

## **Section 27. Retiree Health**

- 27.1 Unless otherwise provided in this MOU, workers whose employment with the Court is severed by reason of retirement during the term of this MOU shall be reimbursed by the Court for the unused sick leave at time of retirement on the following basis:

Upon retirement the Court shall convert unused sick leave hours to be used for the purpose of purchasing one month's sick leave for health or dental coverage for the worker and eligible dependents (if such dependents are enrolled in the plan at the time of retirement).

For employees hired prior to January 1, 2011:

- With less than 15 years of service with the Court/County of San Mateo, the conversion rate for each 8 hours of sick leave is \$440 (effective January 1, 2013).
- For employees who retire with 15-20 years of service with the Court/County of San Mateo, the conversion rate for each 8 hours of sick leave is \$463.71 (effective January 1, 2013). This rate will be increased by 2% effective January 1, 2014 and each January 1<sup>st</sup> thereafter, the rate will be increased by 2%. Such contribution shall not exceed 90% of the Kaiser Employee-Only premium.
- For employees who retire on or after January 1, 2007 with 20 or more years of service with the Court/County of San Mateo, the 8 hours of sick leave converted for each month's retiree health contribution by the county shall be reduced to 6 hours. The current rate of \$510.99 (as of January 1, 2013) will be increased by 4% effective January 1, 2014 and each January 1<sup>st</sup> thereafter, the rate will be increased by 4%. Such contribution shall not exceed 90% of the Kaiser Employee-Only premium.

Should a retired worker die while receiving benefits under this section, the worker's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

Employees hired on or after January 1, 2011 receive \$400 per 8 hours of accrued sick leave with no inflation factor and no conversion at a lower number of hours. Section 27.4 remains in effect.

Should the County of San Mateo make significant changes on retiree health benefits provided to County Workers represented by AFSCME, the Court will meet and confer with the Union to reopen this section of the MOU.

- 27.2 The Court will provide up to a maximum of 288.6 hours of sick leave (3 years of retiree health coverage) to workers who receive a disability retirement. For example, if a worker who receives a disability retirement has 100 hours of sick leave at the time of retirement, the Court will add another 188.6 hours of sick leave to his/her balance.
- 27.3 The surviving spouse of an active worker who dies may, if he/she elects a retirement allowance, convert the worker's accrued sick leave to the above specified limits providing that the worker was age 55 or over with at least 20 years of continuous service.
- 27.4 Employees who retire will, upon exhaustion of accrued sick leave, be credited with additional hours of sick leave as follows:
- With at least 10 but less than 15 years of service with the Court/County of San Mateo – 96 hours
  - With at least 15 but less than 20 years of service with the Court/County of San Mateo – 192 hours
  - With 20 or more years of service with the Court/County of San Mateo – 288 hours

### 27.5 Out of Area

Retirees who live in areas where neither Kaiser nor BlueShield coverage is available, and who are eligible for conversion of sick leave credits to a Court contribution toward health plan premiums, may receive such contribution in cash while continuously enrolled in an alternate health plan in the area of residence. It is understood that such enrollment shall be the sole responsibility of the retiree. This option must be selected either:

- 1) At the time of retirement, or
- 2) During the annual open enrollment period for the Court's health plans, provided the retiree has been continuously enrolled in one of the Court's health plans at the time of the switch to this option.

Payment to the retiree will require the submission to the Court of proof of continuous enrollment in the alternate health plan, which proof shall also entitle the retiree to retain the right to change back to any Court -offered health plan during a subsequent open enrollment period.

Out-of-area retirees who have no available sick leave credits for conversion to Court payment of health premiums may also select the option of enrollment in an alternate health plan in the area of residence provided that no cash payment will be made to the retiree in this instance. Should such retiree elect this option during an open enrollment period rather than at the time of retirement s/he must have had continuous enrollment in a Court-offered health plan up to the time of this election. Continuous enrollment in the alternate plan will entitle the retiree to re-enroll in a Court-offered health plan during a subsequent open enrollment period.

## **Section 28. Dental Care**

The Court shall continue to offer the DeltaCare HMO Dental Plan and the BlueShield PPO Dental Plan currently in effect until such time as the County changes their plan offerings or the Court offers other comparable plan coverage for Court employees. No change shall take place before consultation with the union.

## **Section 29. Vision Care**

The Court shall provide vision care coverage for workers and their eligible dependents. The Court will pay the entire premium for this coverage.

## **Section 30. Change in Employee Benefit Plans**

30.1 The Court agrees to continue all benefits programs at current benefits levels as listed in the MOU and the Benefits Summary.

### 30.2 Agreement Implementation

Agreements reached as part of the County's Health Care Cost Containment Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

30.3 Health plan changes that are initiated by the health plan based on either legislative/regulatory changes or health plan organization policy changes are provided to employers each year. These changes are



typically not significant in terms of the number of individuals who are impacted by the change. For instance, they do not often include co-pay changes for outpatient or inpatient physician or facility services, prescription drug co-pays or other major plan design co-pays. Where health plans initiate these kinds of changes to the contract, County Benefits Department will share with labor the specific changes health plans are communicating at the time of renewal, before implementing the changes. Where the changes may be eliminated by the employer purchasing, at additional cost, a rider to cover the benefit, it is the Court/County's desire to implement such changes without riders to keep its design in conformance with the health plan's book of business design, provided however, it will first meet and confer with the Union on any such matter.

30.4 Benefit Booklets

The Court in conjunction with the County of San Mateo agrees to receive and discuss any suggestions the Union may have for improvement of the booklets or folders describing various employee benefits provided by the Court.

**Section 31. Life Insurance**

31.1 Workers shall be covered by life insurance and accidental death insurance as follows:

The Court shall provide \$20,000 of life insurance for each worker. The Court shall provide \$500 of life insurance for the worker's spouse and up to a maximum of \$500 of life insurance for each of the worker's children depending on ages.

The Court shall provide an additional \$10,000 of life insurance payable to the worker's beneficiary if the worker's death results from an accident either on or off the job.

31.2 Workers, depending on pre-qualification, may purchase additional term life insurance to a maximum of \$250,000 for worker, \$125,000 for spouse, and \$10,000 for dependents. Applying for additional life insurance will not place a worker's current level of insurability at risk.

**Section 32. Long Term Disability Insurance**

The Court shall continue to provide its present long term income protection plan for eligible employees at no cost to said employees.

All active permanent employees of the Court between the ages of 18 and 64, working at least 20 hours per week, and who have been employed by the Court at least three years are eligible for coverage under this plan.

If an employee becomes totally disabled, the plan pays 2/3 of the employee's salary up to a maximum benefit of \$2,400 monthly. These figures are less any amounts paid or payable to the employee as a result of his/her disability under Workers' Compensation, Occupational Disease Act or Law, Social Security, any other State or Federal Disability Laws, and retirement or other income benefits provided by or through the employer or disability benefits payable under any other group insurance policy. However, the employee's benefits will never be reduced below \$50.00 per month regardless of income from other sources.

"Salary" is the base monthly salary or wage the employee received immediately prior to his/her disablement by reason of injury or sickness.

Information concerning disabilities covered, waiting periods and benefit amounts paid is set forth in the carrier's plan documents available through County Human Resources.

### **Section 33. State Disability Insurance**

Workers covered by this MOU are eligible for benefits pursuant to the State Disability Insurance Program.

### **Section 34. Promotion**

It is the Court's practice and policy to consider relevant experience, including relevant experience as a trainer or in work-out-of-classification assignments, in qualifying for promotions. The Court agrees to meet with the Union to discuss any situations where it is alleged that such relevant experience has not been considered. It is also the Court's practice and policy to inform applicants of the reason for rejection of applications/qualifications, of the method of appeal, and of additional training or experience required to qualify. The Court agrees to meet with the Union to discuss any situations where it is alleged that such information has not been provided.

#### **34.1 Examinations**

- (1) Open Examinations: Any person who meets the minimum qualifications for the job classification may compete.
- (2) General Promotional Examinations: Permanent and probationary workers who have served at least six months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names are on a reemployment list are also eligible provided they had served at least six months prior to lay off.
- (3) Departmental Promotional Examinations: Permanent and probationary workers of the Court who have served at least 6 months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names appear on the Court reemployment eligible list are also eligible provided they had served at least 6 months prior to lay off.
- (4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job classification may compete. In addition, any person competing in this type of an examination, and who meets the criteria described in (2) above, shall have 5 points added to the final passing score.
- (5) Veterans preference shall not apply to promotional examinations.

#### **34.2 Promotional Eligible Lists**

- (1) General Promotional Eligible Lists: The names of applicants successful in general promotional examinations shall be placed on general promotional eligible lists for the classifications examined.
- (2) Court Promotional Eligible Lists: The names of applicants successful in Court promotional examinations shall be placed on Court promotional eligible lists for the classifications examined.

- (3) If, at the time of termination, a worker's name appears on a promotional eligible list, his/her name shall be removed from the promotional list and placed on the open general eligible list, if one exists, for that classification in accordance with his/her final score.

34.3 Probationary Period

Permanent workers promoted to a higher classification shall undergo the probationary period prescribed for the higher classification, except for workers in flexibly-staffed positions will not be required to serve a second probationary period when moving to the higher classification.

Court workers demoted during a new probationary period shall have the right to demote to their former classification in their former department if a vacancy in their former classification exists. If no vacancy exists, such workers shall be placed in the longest standing vacancy, as determined by the requisition form date, Court or County-wide. Should the longest standing vacancy entail "unusual" work hours, the worker shall have the one-time option of returning to the second longest standing vacancy should one exist. ("Unusual" shall mean work hours or work week dissimilar to those of the position from which or to which the worker was promoted.) If no vacancy exists, such workers shall displace the least senior worker as determined by Section 15. If no less senior position exists, then the worker shall be removed from Court service.

## **Section 35. Career Opportunities Program**

35.1 Purpose

The purpose of this section is to define a process that will provide current employees with opportunities to promote, transfer, or change careers within the Court in a way that is fair, competitive, easily understandable, efficient and appropriate to the Court's needs. Investing in and utilizing talents of its workers will enhance the performance of the organization.

35.2 Components

A. Promotional Opportunities

Recruitments for classifications covered by this program will be conducted on either a promotional basis or an open and promotional basis at the discretion of the Court. All recruitments for these classifications will be conducted in accordance with this MOU and the Court Personnel Rules, and any appeals will be processed by the Court Human Resources Director.

Court Human Resources will offer quarterly workshops or individual sessions to address questions about career paths, ways to enhance skills in order to be competitive in promotional opportunities, resume review and to answer any questions employees may have who are interested in furthering their career in the Court.

B. Transfer Opportunities

The Court Transfer Program permits employees to transfer from one position to another without competitive examination, within their own specific classification at the Court's discretion and based upon Court business needs Notice of transfer opportunities will be made courtwide with a minimum period of one week during which employees may express interest. In addition to responding to notices of transfer opportunities when a need arises, employees

may notify Human Resources of their interest in transferring to another division during the months of January and July each year by submitting the appropriate form. Names will be placed on a list and the supervisor of the desired division will contact the employee to meet with them to discuss the work of the unit and performance expectations so that the employee is fully apprised of the implications of a transfer in the future. Efforts will be made to allow the interested employee time to shadow an employee of the new division at the discretion of both the current and prospective supervisors.

### **Section 36. Part-Time Positions Which Become Full-Time**

When the workload increases so that a part-time position becomes full-time, the Court Executive Officer may at his/her sole discretion, certify that part-time worker to a full-time position in the same geographical location.

### **Section 37. Geographical Displacement**

- (1) If it becomes necessary to transfer permanently one or more workers from one geographical location to one or more geographical locations in different cities, such workers at the original geographical location who are working in the affected classifications shall be given an opportunity to express their desires for transfer. In such cases the Court Executive Officer shall give consideration to length of service and transportation factors along with such job related criteria as he/she deems appropriate, provided where all of these criteria are relatively equal, length of service shall prevail. The Court shall discuss these criteria with the Union before selecting workers for transfer. Nothing shall preclude the Court Executive Officer from temporarily assigning workers to work at a different geographical location when prompt action is required by the needs of the Court.
- (2) Workers shall not be transferred from one geographic location to another for disciplinary reasons.

### **Section 38. Change of Assigned Duties**

38.1 No worker shall be required regularly to perform duties of a position outside of the classification to which he/she has been appointed. However, workers may be assigned temporarily duties outside their classification. In addition, under the conditions described in the Court Personnel Rules the Court Executive Officer may temporarily assign to workers whatever duties are necessary to meet the requirements of an emergency situation.

#### **38.2 Reclassification Procedure**

A worker may request in writing a re-evaluation of his/her job based on significant changes in job content or significant discrepancies between job content and the classification description. Such written request shall be submitted to his/her Deputy Court Executive Officer (DCEO) or Division Director. Following review by the Deputy Court Executive Officer or Division Director, a written response shall be submitted to the worker within 45 days indicating whether the request will be forwarded to the Court Human Resources Department for study. In the event the worker feels his/her request has been unreasonably denied and that he/she is performing duties of a position outside of the classification to which he/she has been appointed, he/she shall have the right to file a grievance in

accordance with Section 42 of the MOU.

In the event a position is reclassified, the re-classification shall be made effective retroactively to 30 days after the Court Human Resources Department receives the completed Job Description Questionnaire (JDQ) form(s).

In the event that the results of the study deny the worker the reclassification, the worker shall have the right to file an appeal to the Court Executive Officer whose decision shall be final.

### **Section 39. Work-Out-Of-Classification**

When feasible, the Court will offer work-out-of-class assignments to qualified, interested permanent workers prior to offering such assignments to extra-help workers. If offered, it is the worker's responsibility to inform management of their interest in work-out-of-class assignments. Departments will solicit interest in such assignments via bulletin board posting, internal memo, and/or email within the department or division as the department deems appropriate. The intent of this section is to provide additional career development opportunities to permanent Court workers when such assignments do not cause unreasonable disruptions to the work environment or work production.

The Court agrees that, in most cases, temporary or permanent vacancies should be filled by offering Work out of Class opportunities to current Court employees prior to using Extra Help.

When feasible, the Court will offer to rotate interested, qualified workers in previously identified long-term (more than 20 days) work-out-of-class assignments. The intent of this section is to provide additional career development opportunities to permanent Court workers when such assignments do not cause unreasonable disruptions to work environment or work production.

When a worker has been assigned in writing by the division head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if he/she has worked in such classification for 5 consecutive workdays (or four consecutive workdays for workers on a 4 day workweek, or, where due to a Court holiday, the workweek is only 4 days), he/she shall be entitled to payment for the higher classification, as prescribed for promotions in subsection 5.5 of this MOU, retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the temporary or permanent absence of the incumbent;
- (2) The worker performs the duties regularly performed by the absent incumbent, and these duties are clearly not included in the job description of his/her regular classification;
- (3) The temporary assignment to work-out-of-class which extends beyond 20 working days be approved by the Court Executive Officer, a copy of the approval form to be given to the worker; and
- (4) A copy of the division head's written approval must be submitted in advance to the Court Executive Officer. If the CEO determines that he/she will not approve pay for work in the higher class which exceeds 20 workdays, the worker will be so notified and have the opportunity to discuss this matter with the CEO whose decision shall be final.

The employer shall not schedule work-out-of-classification assignments in a manner so as to purposely avoid paying work-out-of-class pay as described in this Section.

#### Salary Step Increases

Workers in work-out-of-classification assignments shall be advanced to the next higher step in the salary schedule (for the higher classification) after the completion of 2080 hours of satisfactory service in each of the salary steps for the higher classification, and upon recommendation of the appointing authority.

### **Section 40. Probationary Period**

40.1 Probationary workers shall undergo a probationary period of 1040 regular hours, unless a longer period, not to exceed 2080 regular hours is prescribed for their classifications. Individual probationary periods may be extended with good cause upon request of the Deputy Court Executive Officer/Division Director and concurrence of the Court Executive Officer; however, no probationary period shall exceed 2080 regular hours. If a worker is incapacitated due to medical conditions and is reassigned to work that is not part of the worker's normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The worker shall be notified in writing of the probationary extension at the time of the reassignment.

Time worked by a worker in a temporary, extra-help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

40.2 A worker who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent workers appointed from a reemployment eligible list shall be given permanent appointments when reemployed. Permanent workers who are involuntarily demoted to lower classifications shall be given permanent appointments in the lower classifications.

A worker who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary workers whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.

40.3 The appointing authority may terminate a probationary worker at any time during the probationary period without right of appeal. Probationary employees who believe their termination was due to unlawful discrimination may submit a written claim to the Court Human Resources Director setting forth those facts upon which their claim of discrimination is based. The Court will conduct a thorough and expeditious review of their claim and take appropriate action. In addition, claims of discrimination may be filed with the appropriate state or federal agency (e.g. DFEH, EEOC)

In case of rejections during probationary periods, workers shall be given written notice, with reasons therefore, at once. The Court Human Resources Director may, with approval of the Court Executive Officer, and upon request by a worker rejected during his/her probationary period, restore that worker's name to the eligible list for that classification.

40.4 Permanent workers who move to another position in the same classification within the Court shall not be required to undergo a new probationary period in the new position.

Workers who transfer within the same class from the Court to another department in San Mateo County may be required by the County department head to start a new probationary period. Workers who transfer within the same class from San Mateo County into the Court may be required by the Court Executive Officer to start a new probationary period. If a new probationary period is a condition for transfer, the worker must sign a statement indicating an understanding of this fact prior to the effective date of the transfer.

If a new probationary period is in force, the worker shall have a window period of 28 days from the date of transfer to elect to return to his/her former position. Should a worker be rejected at a point beyond the window period, he/she shall have the right to return to the Court or their former department if a vacancy in their former classification exists. If no vacancy exists, such workers shall be placed in the longest standing vacancy, as determined by the requisition form date, Court or County-wide. Should the longest standing vacancy entail "unusual" work hours, the worker shall have the one-time option of returning to the second longest standing vacancy should one exist. ("Unusual" shall mean work hours or work week dissimilar to those of the position from which or to which the worker was promoted.) If no vacancy exists, such workers shall displace the least senior worker as determined by Section 18. If no less senior position exists, the worker shall be removed from Court/County service.

## **Section 41. Performance Evaluations**

### **41.1 Clarification of Probationary Evaluations**

Probationary workers are entitled to clarification of below standard evaluations and may request that a union representative be present. All such requests must first be made to the Court Executive Officer or his/her designee.

### **41.2 Written Response**

Within 10 working days of receiving an evaluation, an employee may submit a written response that will be attached to the employee's evaluation and placed in his/her personnel file. No evaluation shall be considered finalized until the worker has been given 10 working days for review and comment.

### **41.3 Appeals**

Where a regular employee receives a performance evaluation which gives an overall rating of below standard, he/she may appeal the rating as follows:

- A. Within ten (10) working days of receiving the evaluation, the employee may request a meeting with his/her manager to review the overall rating of below standard. Such meeting shall be held only if the employee has first met with the original evaluator in an effort to resolve any differences regarding the evaluation rating. The employee's request to meet with his/her manager shall be in writing. The manager may ask the evaluator to attend as well.
- B. If the employee is unsatisfied with the result of the meeting with his/her manager, the employee may, within ten (10) working days of the meeting with his/her manager, request a meeting with the Court's Human Resources Director to review the overall rating of below standard. The employee's request to meet with the Human Resources Director shall be in writing. The Human Resources Director may ask the evaluator and/or the employee's manager to attend the meeting as well.

- C. If the employee is unsatisfied with the result of his/her meeting with the Human Resources Director, the employee may, within ten (10) working days of the meeting with the Human Resources Director, request a meeting with the Court Executive Officer to review the overall rating of below standard. The employee's request to meet with the Court Executive Officer shall be in writing, and the employee shall file a copy of his/her request to meet with the Court Executive Officer with the Human Resources Director.
- D. The Court Executive Officer shall review the facts and order such action as he/she determines is appropriate. His/her decisions shall be final.
- E. The employee shall be entitled to Union representation in the above meetings. Union representation" shall mean up to one steward and one union employee as representation. The Court will provide release time for only one Court employee to provide representation.
- F. If an employee initiates the appeal process outlined above, his/her evaluation shall not be placed in his/her personnel file until after the appeal is concluded. The appeal shall be considered concluded either: (1) when the employee does not request a meeting at any of the levels described above within the stated time periods; or (2) if the employee pursues his/her appeal up to and including the meeting with the Court Executive Officer, when the Court Executive Officer makes his/her decision.
- G. The term "Review", as used in this section, is defined as a fact finding examination for purposes of detecting and correcting any abuse of discretion.

## **Section 42. Dismissal, Non-Punitive Discipline or Demotion for Cause**

The appointing authority may dismiss, issue non-punitive disciplinary letters to, or demote any worker provided the rules and regulations of the Court Personnel Rules are followed.

### **42.1 Right to Steward Representation**

Whenever a worker is required to meet with a supervisor and the worker reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have a Steward present if he/she so requests. If a situation arises where a worker will be questioned by a supervisor or manager, prior to the interview taking place, the court shall inform the worker of the general topic of the interview. It is not the intention of this provision to allow the presence of a Steward during the initial discussion(s) of a worker's performance evaluation.

### **42.2 Notice**

A permanent worker may be dismissed, non-punitively disciplined or demoted for cause only. Any written notice of dismissal, suspension or demotion sent to a worker shall include a statement advising him/her of the right to be represented by the union concerning the disciplinary action. If the worker is represented by the Union in a pre-disciplinary meeting (Skelly Hearing), a copy of the decision from the pre-disciplinary meeting (decision letter) shall be mailed to the Union office.

### **42.3 Appeals**

Any worker may appeal such dismissal, non-punitive discipline or demotion by filing a grievance in accordance with Section 43.



## **Section 43. Grievances**

### **43.1 Definition**

A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, any provision where the decision of any Court official shall be final.

### **43.2 Processing Grievances**

Grievances shall be processed in the following manner:

#### **(a) Step 1. Court Executive Officer and/or the Designated Representative**

Any worker who believes that he/she has a grievance may discuss his/her complaint with such management official in the Court as the Court Executive Officer designates. If the issue is not resolved within the Court, or if the worker elects to submit the grievance directly to the Union, the procedures hereinafter specified may be invoked, provided that all complaints involving or concerning the payment of compensation shall be in writing to the Court Executive Officer.

#### **(b) Step 2. Court Human Resources Director**

Any worker or any official of the Union may notify the Court Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be filed within 28 calendar days from the date of the worker's knowledge of an alleged grievance. Any grievances involving demotion, suspension, non-punitive discipline or dismissal must be filed within 14 calendar days after receipt of written notification of such disciplinary action. The Court Human Resources Director or his/her designated representative shall have 28 calendar days in which to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Union, to meet also with the officials of the Union, and to settle the grievance. No grievance may be processed under paragraph (c) below which has not first been filed and investigated in accordance with this paragraph (b).

#### **(c) Step 3. Mediation**

If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, the Union may request mediation by submitting a written request to the Court Executive Officer within 28 calendar days from the date that the grievance is denied at Step 2.

Mediation shall be convened within 28 days from the date of such request, unless mutually waived. The Court Human Resources Director will contact the State Mediation and Conciliation Services to secure a mediator. Any expenses for the mediator shall be shared equally by both parties.

If mediation does not result in a mutually satisfactory result, or if mediation was mutually waived, the Union may elect to advance the grievance to Arbitration by following the procedures and complying with the timelines described in paragraph (d) below.

#### **(d) Step 4. Arbitration**

In the event that a mutually satisfactory result is not reached through mediation in Step 3, or alternatively, the parties mutually agreed to waive mediation in Step 3, the issue may be advanced to arbitration, provided the moving party gives timely written notification to the

other party of its desire to arbitrate. To be “timely,” such written notification must be given within 28 calendar days of the date upon which the mediation was held, or, if no mediation was held (because both parties mutually agreed to waive mediation), then within 28 calendar days of the date the grievance was denied at Step 2.

Assuming the moving party has provided the other party with timely written notification of its desire to arbitrate, the issue shall be submitted to an arbitrator mutually agreed upon by the parties or. If the parties are unable to mutually agree upon an arbitrator, the Court Human Resources Director shall submit a request for a list of seven (7) arbitrators from the State Mediation and Conciliation Services, or other agency per mutual agreement.

Any cost imposed by the agency for providing the requested list shall be shared equally by the parties.

If the Court and the Union cannot mutually agree to an arbitrator from the list, then they shall alternately strike names from the list 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.

If the arbitrator so selected is not available for a hearing (at a time acceptable to the Union and the Court) within 90 calendar days of the date on which the arbitrator is contacted, the parties may, by mutual agreement, select an alternate arbitrator, using the same procedure set forth above (i.e. alternately striking names from a list of seven (7) arbitrators – the list being provided by the State Mediation and Conciliation Services, or other agency per mutual agreement, with the party striking the first name to be determined by the flip of a coin, and the parties equally sharing any cost imposed by the organization for providing the list). Alternatively, the parties may mutually agree to extend the 90 days referenced above and use the arbitrator originally selected.

The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the Court. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

#### 43.3 Scope of Mediation Agreements and Arbitration Decisions

- (a) Decisions of arbitrators on matters properly before them, and agreements reached through the mediation process shall be final and binding on the parties hereto.
- (b) No mediator and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 42.1.
- (c) Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Arbitrators shall not have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

- (d) If the Court Human Resources Director, pursuant to the procedures outlined in subsection 43.2 (b), or the parties, pursuant to the mediation provisions of subsection 43.2 (c), resolve a grievance which involves suspension or discharge, they may agree to payment for lost time due to suspension, or reinstatement with or without payment for lost time due to discharge.
- (e) The arbitrator shall determine the issue according to the law and the case law of the state of California.

#### 43.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Court Executive Officer. Only complaints which allege that workers are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. No adjustment shall be retroactive for more than 60 calendar days from the date upon which the complaint was filed.

No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the Court and the Union.

#### 43.5 Grievance Procedures/Practices

- (a) Irrespective of the defenses of timeliness and/or arbitrability, all issues and remedies shall be fully discussed and/or responded to at each level, prior to and including arbitration, without prejudice to those defenses.
- (b) The time requirements set forth in this Section 43 may be extended only by mutual written agreement of the parties. Absent such mutual written agreement: (1) failure by the Court to comply with any of the time requirements set forth herein shall automatically advance the grievance to the next step in the grievance process; and (2) failure by the grievant to comply with any of the time requirements set forth herein shall bar the grievant from proceeding to the next step, and his/her grievance shall be dismissed. For the purpose of meeting timelines, postmarks, date of hand delivery, and/or date of email shall establish the dates of receipt.
- (c) If a steward is present at a grievance meeting at any step in the procedure, he/she will be copied on the applicable grievance-related correspondence. If arbitration has been invoked, stewards will not be copied on correspondence to attorneys involved in the arbitration process.

#### 43.6 No Strike

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the Court, nor to affect a change of personnel or operations of management or of workers not covered by this MOU.

In the case of a legally declared lawful strike against a private sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, a worker who is in danger of physical harm shall not be required to cross the picket line, provided the worker advises his/her supervisor prior to leaving the picketed location, and provided further that a worker may be required to cross a picket line where the performance of his/her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

43.7 All grievances of workers in representation units represented by the Union shall be processed under this Section.

#### **Section 44. Loss of Compensation**

If a worker covered by this MOU suffers loss of compensation due to the inequitable application of rules, regulations, policies and procedures and where said loss of compensation is not subject to the grievance procedure specified in Section 42 of the MOU, the worker shall attempt to resolve this matter with the immediate supervisor. If unable to resolve this matter satisfactorily, the worker or the worker's Union representative may submit the complaint in writing to the Court Human Resources Director with a copy to the Court Executive Officer. If this matter is not resolved by the Court Human Resources Director within 30 working days from the date of receipt of the complaint, the worker or the Union representative shall advise the Court Executive Officer in writing that the matter has not been resolved and the CEO shall render a decision within 15 working days of receipt of this notification which decision shall be final. The Court recognizes that other worker problems also merit prompt attention and will attempt to resolve such matters in an expeditious manner.

#### **Section 45. Personnel Files**

Each worker shall have the right to inspect and review any official record relating to his/her performance as a worker or to a grievance concerning the worker which is kept or maintained by the Court. The contents of such records shall be made available to the worker for inspection and review at reasonable intervals during the regular business hours of the Court. The worker's designated representative may also review the personnel file with specific written authorization from the worker.

The Court shall provide an opportunity for the worker to respond in writing, or personal interview, to any information about which he/she disagrees. Such response shall become a permanent part of the worker's personnel record. The worker shall be responsible for providing the written responses to be included as part of the worker's permanent personnel record.

At or before time of placement, workers shall be given copies of all letters or memoranda concerning the worker's job performance which are to be placed in the worker's official personnel file(s).

#### **Letters of Reprimand**

Workers may request in writing to the Court Executive Officer or Human Resources that letters of reprimand which are 2 or more years old be removed from the worker's personnel files. Said letters of reprimand shall be removed provided the following conditions are met:

1. The file does not contain subsequent letters of reprimand or records of disciplinary action involving the same type of infraction in which case the prior letter of reprimand will remain in the worker's personnel file until the most current related letter of reprimand or record of disciplinary action is 2 years old.

2. The worker has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand is received by the Court Executive Officer.

Should the worker fail to request removal of the letter of reprimand and the conditions outlined in #1 and #2 above are met, the letter of reprimand shall not be used to contribute toward disciplinary action and shall be removed.

All letters of reprimand that are statutorily required, including those related to civil rights violations, will be retained. Any others shall be removed and destroyed per above.

This Section does not apply to the records of a worker relating to the investigation of a possible criminal offense or to letters of reference; provided, however, that pre-employment reference materials obtained in confidence shall be removed from official personnel files after one year of continuous Court employment.

With regards to the investigation of a possible criminal offense, if such investigation leads to neither conviction nor to disciplinary action, reference to the investigation shall be removed from the worker's personnel file. If the criminal investigation results in conviction and/or disciplinary action any reference to the investigation which may be in the worker's personnel file will be retained and will be subject to inspection pursuant to this Section.

The Court agrees to investigate and, if proper, to correct any factual inaccuracies which may exist within Letters of Reprimand.

## **Section 46. Safety**

The parties agree there is value in periodically convening a committee comprised of employees, supervisors and managers to discuss and address any safety concerns in Court buildings. It is agreed that a meeting shall be called once per quarter, unless mutually agreed upon to cancel or reschedule. In addition, either party may request a meeting if immediate safety concerns arise. Quarterly dates shall be scheduled at the beginning of each calendar year by the Court Human Resources Director, with notification being provided to the Union and Safety Committee members. Reminder notifications shall be sent out 4 weeks in advance of each meeting. Agenda items shall be submitted to the Court Human Resources Director no later than two weeks prior to the meeting date. If no agenda items are submitted by the Union and the Court has no agenda items, then the Court will send notice that the meeting is canceled.

The Court Human Resources Director will request the names of up to 2 members that the Union would like to have on the Safety Committee by January 1 of each year.

Occupational health and safety are the mutual concern of the Employer, the Union and workers. Any workplace safety or health problem which is identified within the Court should be directed to the supervisor, Court Safety Committee or Court Safety Officer, as appropriate, for review and/or investigation. Options for resolution include, but are not limited to, immediate mitigation of the hazard/problem, direct investigation, and/or convening a labor/management committee specifically for the purpose of investigating and attempting to resolve the safety or health problem.

## **Section 47. Separability of Provisions**

In the event that any provision of this MOU is held to be invalid, illegal, or unenforceable, that provision of the MOU shall be null and void but such nullification shall not affect any other provisions of this MOU, all

of which other provisions shall remain in full force and effect. Should any portion of this MOU be held invalid, illegal, or unenforceable, the parties will meet and confer over the impacts, if any.

## **Section 48. Past Practices and Existing Memoranda of Understanding**

- 47.1 Continuance of working conditions and practices not specifically authorized by state law or by Rules of Court is not guaranteed by this MOU.
- 47.2 This MOU shall supersede all existing memoranda of understanding between the Court and the Union.

## **Section 49. Retirement Plans**

Effective July 3, 2016 bargaining unit members will begin paying 50% of the cost of their respective retirement Cost Of Living Adjustments (COLA), as determined by SamCERA. Effective the first full pay period following ratification of the MOU, employees will receive a 1.25% salary increase to offset the additional employee payment toward the retirement COLA.

The following retirement plans are or have been available to workers based on availability at hire.

**Plan 1** – 2% at 55.5. Participants in this plan are eligible for a maximum annual cost of living adjustment to the retirement benefit of 5% per year. Cost of living adjustments in excess of the annual adjustment may be “banked” or “rolled over” for future use. The participants’ retirement benefit shall be calculated on their average salary for their 12 highest consecutive months of service.

The retirement enhancement implemented on March 13, 2005 increased the plan to 2% at 55.5. Workers in the enhanced plan share in the cost of the enhancement by contributing 3% of compensation through their payroll deductions.

Plan 1 is closed to new participants.

**Plan 2** – 2% at 55.5. Participants hired before July 13, 1997, will be eligible for a maximum annual cost of living adjustment to the retirement benefit of 3% per year. There is no “banking” or “roll-over” of any cost of living adjustment in excess of the annual adjustment. The participants’ retirement benefit shall be calculated on their average salary for their 12 highest consecutive months of service.

The retirement enhancement implemented on March 13, 2005 increased the plan to 2% at 55.5. Workers in the enhanced plan share in the cost of the enhancement by contributing 3% of compensation through their payroll deductions.

Plan 2 is closed to new participants.

**Plan 3** - Non-contributory plan. Participants in this plan do not contribute to the defined benefit plan.

Plan 3 is closed to new employees hired after January 1, 2013 pursuant to State law.

**Plan 4** – 2% at 55.5. Participants hired on or after July 13, 1997, will be eligible for a maximum annual cost of living adjustment to the retirement benefit of 2% per year. There is no “banking” or “roll-over” of any cost of living adjustment in excess of the annual adjustment. The participants’ retirement benefit shall be calculated on their average salary for their 36 highest consecutive months of service.

The retirement enhancement implemented on March 13, 2005 increased the plan to 2% at 55.5. Workers in the enhanced plan share in the cost of the enhancement by contributing 3% of compensation through their

payroll deductions.

Plan 4 is closed to new participants except as noted.

**Plan 5** – 1.7255% at 58. Participants hired on or after July 1, 2011 will be eligible for a maximum annual cost of living adjustment to the retirement benefit of 2% per year. There is no “banking” or “roll-over” of any cost of living adjustment in excess of the annual adjustment. The participants’ retirement benefit shall be calculated on their average salary for their 36 highest consecutive months of service

Employees in this plan may, after the equivalent of 10 years of service, transfer into Plan 4. Transfer into Plan 4 requires that the employee fully pay both the employee and employer costs for all past service.

New participants in Plan 5. hired after July 10, 2011, will pay up to 50% of the retirement COLA cost as determined by SamCERA.

**Plan 7** – 2% @62. For new members (non-reciprocal) hired on or after January 1, 2013, pursuant to the Public Employees’ Pension Reform Act of 2012.

Participants will be eligible for a maximum annual cost of living adjustment to the retirement benefit of 2% per year. There is no “banking” or “roll-over” of any cost of living adjustment in excess of the annual adjustment. The participants’ retirement benefit shall be calculated on their average salary for their 36 highest consecutive months of service.

**Retirement Enhancement** - The retirement enhancement (as per Government Code Section 31676.14) implemented on March 13, 2005, increased plans 1, 2 and 4 to 2% at 55.5. Workers in the enhanced plan share in the cost of the enhancement by contributing 3% of compensation through their payroll deductions.

The enhancement applies to all future service and all service back to the date of employment pursuant to the Board of Supervisor’s authority under Government Code section 31678.2(a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31676.14 had been in effect during the time period specified in the resolution adopting section 31676.14, and that the time period specified in the resolution will be all future and past general service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the 31676.14 enhancement through increased retirement contributions by way of payroll deductions and shall contribute 3% of compensation earnable as defined in SamCERA regulations.

## **Section 50. Training**

Everyone in the Court has a responsibility to assist their fellow employees in training. Employees need to be willing to transfer knowledge to new employees (including employees who are new to a function or classification) in on-the-job training fashion. Typical knowledge sharing includes process, policy and day to day practices of the unit. None of these requires any special teaching skills on the part of the person sharing the knowledge; rather, this is just general helpfulness and good teamwork. Employees will not be disciplined for providing appropriate knowledge to their fellow employees.

## **Section 51. Contracting Out**

The Court will notify the Union of its intent to contract or subcontract work customarily performed by members of the AFSCME bargaining unit where such contracting or subcontracting would result in loss or potential loss through attrition or layoff of such bargaining unit members. The Court will make such notification at least sixty (60) calendar days in advance of such action. The notice shall include an explanation of the Court's reason for proposing such contracting/subcontracting. The Union shall be given the opportunity to meet with the Court to discuss the decision to contract out, and to meet and confer on the effect of such contracting out upon its members. The Union shall have 30 calendar days from the date of such notification to propose effective and economical alternative ways in which such services could continue to be provided by the Court's own workers.

## **Section 52. Definition of Permanent Employee**

A "permanent" employee is defined as an employee who is employed for a term of indefinite or unlimited duration, where the employee will have an expectation of continued employment unless there is good cause for termination. Only employees who have successfully passed their probationary period and who have not been excluded by the Court from the Trial Court Employment Protection System are considered "permanent." Please note that a "permanent" employee may be laid off for reasons of organizational necessity as defined by Gov. Code sec. 71652. The term "permanent" shall not mean that an employee cannot be dismissed or otherwise disciplined or laid off within the provisions contained in this MOU.

## **Section 53. Ergonomics**

Court and unions agree to establish an ergonomic committee. The committee will set forth an agenda to address ergonomic concerns of employees.



## **Section 54. Term of Agreement**

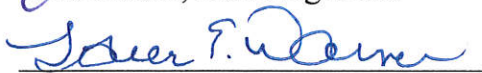
This MOU shall be presented by the Union to the workers to be covered hereby for ratification by said workers, and shall thereafter be presented to the Court Executive Officer as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing October 15, 2018 and ending October 15, 2020.

**Made and entered into this 15th day of October, 2018.**

### **AFSCME Local 829**



John Tucker, Lead Negotiator

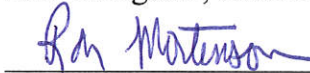


Loreen Warner, Steward

### **Court Management**



Neal Taniguchi, Court Executive Officer



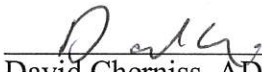
Ron Mortenson, Court Human Resources Director



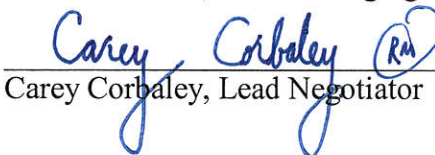
Becky Tigri, Court Human Resources Analyst



Elizabeth Evans, Chief of Court Operations



David Cherniss, ADR Managing Attorney



Carey Corbaley, Lead Negotiator

## **Exhibit A**

### **Benefits Summary**

The following list summarizes some of the various benefit programs in effect for workers as of January 1, 2013

**MEDICAL (Active):** The Court pays 85% of the total premium for Kaiser or BlueShield HMO (workers pay 15% of the total premium) and the Court pays 75% of the total premium for Blue Shield POS (workers pay 25% of the total premium).

**MEDICAL (Retiree):** See section 27.

**DENTAL:** All workers must participate in a plan.

<b><u>BlueShield PPO:</u></b>	Court pays:	85% of premium
	1st year:	\$100/\$300 cap on deductible 60% UCR paid to dentists
	2nd year:	No deductible 85% UCR paid to dentists

Annual maximum of \$2500/person

If recommended by dentist and approved by plan, cleanings may be more frequent than every 6 months; workers may appeal plan rejections - see plan booklet available from County Human Resources.

The County Plan offers the following tooth replacement implant benefit:

- Replacement of any missing single tooth in the esthetic region of the upper teeth
- Annual maximum of \$1,000/person
- Paid at 85% of the billed amount, subject to the \$1,000 annual maximum benefit

**DeltaCare HMO:** See brochure available from County Human Resources.

**VISION: VSP** San Mateo County Plan B with \$10.00 co-pay each on examination and materials for workers and dependents. Premiums paid by the Court.

### **ELIGIBLE DEPENDENTS**

Domestic partners and young adult dependents are included in the above plans. Children and young adult dependents of domestic partners are included. Effective January 1, 2011 the age limit for young adult dependents is 26.

Grandchildren of custodial grandparents will be considered eligible dependents on all health, dental and vision plans provided there is documentation of primary responsibility and approval by the affected benefit plan. This will occur with or without formal adoption.

**LIFE INSURANCE:** Court paid \$20,000; \$500 for spouse; up to \$500/child.

**LONG TERM DISABILITY:** Court paid premiums; must be employed by Court/County 3 or more years to be eligible. Maximum benefit: \$2400 monthly

**MEDICAL SPENDING ACCOUNT**

Effective January 1, 2004, the County implemented an IRC Section 125 Medical Spending Account.

This is only a summary of various benefit programs in effect for eligible workers as of January 1, 2013. The descriptions are very general and are not intended to provide complete details about any or all plans.

**Exact specification for all plans are provided in the official Plan Documents, copies of which are available from the County Human Resources Department, Benefits Division.**

Where there is a difference between the description on these pages and the Plan Documents, the Plan Documents prevail. Please note that benefits are subject to change by the Plans and there is no guarantee that these benefits will be continued indefinitely. However, the Court agrees to continue coverage as it currently exists unless such coverage is no longer offered by the plans or by the County of San Mateo.

## EXHIBIT B

### Bargaining Unit Hourly Wage Rates Effective October 21, 2018

Client Services Unit							
Class Title	Job Profile ID	Step A Hourly Rate	Step B Hourly Rate	Step C Hourly Rate	Step D Hourly Rate	Step E Hourly Rate	Step F Hourly Rate
Court Investigator	X136	\$37.00	\$38.65	\$40.40	\$42.20	\$44.11	\$46.10
Senior Court Investigator	X137	\$40.68	\$42.54	\$44.45	\$46.44	\$48.52	\$50.72
Supervising Court Investigator	X127	\$43.13	\$45.08	\$47.11	\$49.21	\$51.42	\$53.76
Child Custody Recommending Counselor	X007	\$40.53	\$42.36	\$44.28	\$46.27	\$48.35	\$50.53
Senior Child Custody Recommending Counselor	X006	\$44.58	\$46.59	\$48.70	\$50.88	\$53.18	\$55.58
Supervising Child Custody Recommending Counselor	X128	\$47.27	\$49.40	\$51.61	\$53.94	\$56.37	\$58.91
Class Title	Class Code	Step A Hourly Rate	Step B Hourly Rate	Step C Hourly Rate	Step D Hourly Rate	Step E Hourly Rate	Step F Hourly Rate
Court Custodian	X009	\$20.71	\$21.62	\$22.59	\$23.60	\$24.69	\$25.80
Court Lead Custodian	X010	\$22.77	\$23.79	\$24.86	\$25.97	\$27.16	\$28.37

## **EXHIBIT D**

### **EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER FAMILY AND MEDICAL LEAVE ACT**

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#### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

#### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

#### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

#### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

#### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. §825.300(a) may require additional disclosures.** [Reprinted from the Department of Labor, Wage and Hour Division - WHD Publication 1420 – Revised February 2013]

Superior Court of California  
County of San Mateo

SIDE LETTER AGREEMENT

Side Letter Agreement Between the Superior Court of California, County of San Mateo,  
and the American Federation of State, County and Municipal Employees (AFSCME),  
Local 829, AFL-CIO

This side letter shall be an addendum to the MOU between the Superior Court of California, County of San Mateo (Court) and the American Federation of State, County and Municipal Employees (AFSCME), Local 829, AFL-CIO.

It is the Court's intention to propose changes to the current Personnel Policies which, among other things, will address hiring, promotion and transfer processes as well as discipline and separation processes, including the "Skelly process." The Court anticipates that meeting and conferring with AFSCME over the Court's proposed changes to the Personnel Policies will commence in June 2013.

Until such time as changes to the Personnel Policies relating to hiring, promotion, transfer, discipline, and separation processes (including the "Skelly process") are agreed upon and ratified by both parties following the required meet and confer sessions, the following shall apply:

- Hiring, Promotion and Transfer -The Court will continue to use processes emulating all of the County of San Mateo procedures for hiring, promoting and transferring workers. This includes full participation in the County's Career Opportunities Program as revised in 1998-99.
- Discipline and Separation -The Court will continue to use processes developed by the County and the Court for progressive discipline, up to and including separation, for its workers. Part of this process includes what is commonly known as the "Skelly process."

This side letter agreement shall expire if and when the parties hereto agree upon and ratify changes to the Personnel Policies respecting hiring, promotion, transfer, discipline, and/or separation processes, including the "Skelly" process. If the parties agree upon and ratify changes to the Personnel Policies relating to only some of these enumerated processes, then this Side Letter Agreement shall continue in effect for those processes not changed by the new Personnel Policies, until such time as amended by a future meet and confer session.

SIGNED IN AGREEMENT:

For the Court: For AFSCME:

