MEMORANDUM OF UNDERSTANDING
BETWEEN
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
AND
AFSCME LOCAL 512, PROFESSIONAL SERVICES UNIT

October 1, 2012 - September 30, 2017

This Memorandum of Understanding (MoU) is entered into for the period commencing October 1, 2012 and ending September 30, 2017, and has been jointly prepared and agreed to by the parties.

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DEFINITIONS

Appointing Authority: The Court Executive Officer unless otherwise specified.

Class: A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

Class Title: The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

Court: The Superior Court of California, County of Contra Costa

County: The County of Contra Costa

Human Resources Director: The Court Human Resources Director or his or her designee.

Confidential Employee: Any employee who has access to or is privy to decisions of court management affecting employee relations or who stands in a confidential relationship with a judge.

Position: The assigned duties and responsibilities calling for the permanent full-time, permanent part-time or permanent intermittent employment of a person. A position may also be referred to as a classified position or as an allocated position.
Project Employee: An employee who is engaged in a time limited program or service by reason of limited or restricted funding.

Permanent Employee: An employee who is the incumbent of a classified position in the court.

Permanent Full-Time Employee: An employee who is the incumbent of a classified position in the court whose services are permanently scheduled as forty (40) hours per week.

Permanent Intermittent Employee: An employee who is the incumbent of a classified position in the court whose services are required on an intermittent basis, as needed by the court.

Permanent Part-Time Employee: An employee who is the incumbent of a classified position in the court whose services are permanently scheduled on a less than full-time (forty hours per week) basis.

Temporary Employee: Any employee who is not a permanent full-time, or permanent part-time, or permanent intermittent employee. A temporary employee may work a full-time, part-time, or as-needed work schedule.

Section 1 - Union Recognition

Pursuant to the Court's Employer-Employee Labor Relations Rules, the Union is formally recognized as the exclusive representative for the bargaining unit(s) below:

Professional Services Unit

Section 2 - Management Rights

Except as expressly modified or restricted by a specific provision of this agreement, all managerial rights are retained and vested exclusively in the court including, but not limited to, the right to: hire, terminate, discipline, promote, transfer, layoff and recall employees; to determine the numbers of employees to be employed and their qualifications; to assign and direct work; to determine the personnel, methods, means and facilities by which operations are conducted; to maintain the efficiency of operations; to coordinate, consolidate and merge the court and support staff; to determine court services and to establish the hours of operation of the court.

Section 3 - Union Security

3.1 Dues Deduction. Only a majority representative may have dues deduction. The union has the exclusive privilege for union dues deduction or agency fee deduction for all employees covered by this agreement.

3.2 Agency Shop.

A. The union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the union.

B. All employees employed in a representation unit on or after the effective date of this MoU and continuing until the termination of the MoU, shall as a condition of employment either:

1. Become and remain a member of the union, or;

2. Pay to the union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MoU. It shall be the sole responsibility of the union to determine an agency shop fee which meets the above criteria; or

3. Do both of the following:

   a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and,

   b. Pay a sum equal to the agency shop fee described in Section 3.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and STAND.

C. The union shall provide the court with a copy of the union's Hudson Procedure for the determination and protest of its agency shop fees. The union shall provide a copy of said Hudson Procedure to every fee payer covered by this MoU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the union's Hudson Procedure within one (1) month after actual notice of the Hudson Procedure shall be waiver by the employee of their right to contest the amount of the agency shop fee.

D. The provisions of Section 3.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with duration of more than thirty (30) days.

E. The union shall provide the Human Resources Officer with copies of a financial report patterned after Form LA-2 pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report not later than June 1st of each calendar year may result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed.

F. **Compliance**.

1. An employee employed in or hired into a job class represented by the union shall be provided with an Employee Authorization for Payroll Deduction form by the Court Human Resources Unit.

2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 3.2.B.3 are not received, the

union may, in writing, direct that the court withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the court shall pay an equal amount to the union.

G. 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. This includes, but is not limited to, the court's attorney's fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

H. The Court Human Resources Unit shall monthly furnish a list of all new hires to the union.

I. In the event that employees in a bargaining unit represented by the union vote to rescind Agency Shop, the provisions of Section 3.3 shall apply to dues paying members of the union.

3.3 Maintenance of Membership. All employees in units represented by the union who are currently paying dues to the union and all employees in such units who hereafter become members of the union shall as a condition of continued employment pay dues to the union for the duration of this MoU and each year thereafter so long as the union continues to represent the position to which the employee is assigned.

The union shall be sent a report with each bargaining unit member's address and current status upon reasonable request, no less frequently than every six months.

3.4 Communicating with Employees.

A. Bulletin Boards. The union shall be allowed to use designated portions of bulletin boards or display areas in public portions of buildings or in public portions of offices in which there are employees represented by the union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The court reserves the right to remove objectionable materials after consultation with the union.

B. Distribution of Literature. Representatives of the union, not on court time, shall be permitted to place a supply of employee literature at specific locations in court/county buildings. Said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method

of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

C. **Access to Work Locations.** An authorized representative of the union shall be allowed access to work locations in which it represents employees for the following purposes:

1. To post literature on bulletin boards;

2. To arrange for use of a meeting room;

3. To leave and/or distribute a supply of literature as indicated above;

4. To represent an employee on a grievance, and/or to contact a union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the court representative in charge of the work area, and the visit will not interfere with court business.

3.5 **Use of Court/County Buildings - Meetings.** The union shall be allowed the use of areas normally used for meeting purposes for meetings of court employees during non-work hours when:

A. Such space is available and its use by the union is scheduled within twenty-four (24) hours in advance;

B. There is no additional cost to the court;

C. It does not interfere with normal court operations;

D. Employees in attendance are not on duty and are not scheduled for duty; and,

E. The meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The union shall maintain proper order at the meeting and see that the space is left in a clean and orderly condition.

The use of court equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

3.6. **Use of Court Equipment for Union Business.** A union officer or steward may use a court computer, fax machine, printer, copy machine, or e-mail to facilitate communications solely with the union office. Use of the above listed items of court equipment and of e-mail will be allowed on a reasonable basis and such usage must be communicated to the supervisor except for e-mail use. A union officer or steward may use court internet access to conduct limited research related to union business provided such usage is not on court time and access for this purpose is pre-approved by the supervisor. Such usage shall not be disruptive to court operations.

3.7 **Advance Notice**. Except in cases of emergency, the union shall have the right to reasonable notice of any proposed change, addition or deletion of any court rule or policy directly relating to matters within the scope of representation and to meet with the union considering the matter.

In cases of emergency, when the court must act immediately without such notice or meeting, the court shall give notice and opportunity to meet as soon as practical after its action not to exceed two weeks.

3.8 **Written Statement to New Employees.** The court will provide the employee with a packet of information which has been supplied by the union and approved by the court.

3.9 **Assignment of Classes to Bargaining Units.** If the union disputes the placement of classifications to bargaining units, it shall utilize the provisions set forth in Section 9 of the Court's Labor Relations Rules.

3.10 **P.E.O.P.L.E.** Employees in classifications represented by United Clerical, Technical and Specialized Employees, Local No. 512, AFSCME, may make a voluntary, monetary monthly contribution to PEOPLE, said contributions to be deducted from employee's pay by the Court and remitted to AFSCME, PEOPLE (Public Employees Organized to Promote Legislative Equality).

Section 4 - No Discrimination/Americans with Disabilities Act (ADA)

There shall be no discrimination on the basis of race, creed, color, national origin, political affiliation, religion, gender, marital status, ancestry, sexual orientation, age, disability (physical or mental) or union activity. Any employee who elects to file a charge of discrimination with any state or federal agency shall not be permitted to also pursue a grievance regarding such alleged discrimination.

The employer and the union recognize that the employer has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid

requirement the employer contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA/FEHA which are in conflict with any provision of this agreement, the union will be advised of such proposed accommodation. Upon request, the court will meet and confer with the union on the impact of such accommodation. If the court and the union do not reach agreement, the court may implement the accommodation if required by law without further negotiations. Nothing in this MoU shall preclude the court from taking actions necessary to comply with the requirements of ADA/FEHA.

Section 5 - Shop Stewards and Official Representatives

5.1 Attendance at Meetings.

Employees designated as shop stewards or official representatives of the union shall be allowed to attend meetings during regular working hours on court time as follows:

A. If their attendance is required by the court at a specific meeting;

B. If their attendance is sought by a hearing body for presentation of testimony or other reasons;

C. If their attendance is required for a meeting necessary for settlement of grievances filed pursuant to Section 24 - Grievance Procedure of this MoU and scheduled at reasonable times agreeable to all parties;

D. If they are designated as a shop steward, in which case they may utilize reasonable time at each level of the proceedings to assist an employee to present a grievance provided the meetings are scheduled at reasonable times agreeable to all parties;

E. If they are designated as spokesperson or representative of the union as such make representations or presentations at meetings or hearings on wages, salaries, working conditions or other matters within the scope of representation;

F. To represent an employee in the event the employee has filed an appeal in accordance with Section 5.6 of the Superior Court of California, County of Contra Costa, Personnel Plan.

Shop stewards and official representatives shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in union business. Advance arrangements for the time away from the work station or assignment shall be made with the Court Human Resources Officer or designee. All requests for release time shall include the location, the estimated time needed and the general nature of the union business (e.g. grievance meeting, Skelly hearing).

2. **Designation of Shop Stewards and Bargaining Committee Members.**

The number of bargaining committee members shall be mutually agreed upon between the union and the court consistent with applicable provisions in the court's Employer-Employee Labor Relations Rules. A list of shop stewards and bargaining committee members shall be provided to the Court Human Resources Officer. If a change in stewards and/or bargaining committee members is made, the Human Resources Officer shall be advised in writing of the employee being replaced and the employee named to take his or her place.

5.3 Role of Steward. It is understood and agreed that one of the roles of the shop steward shall be to meet in good faith to settle grievances as they arise.

5.4 Release Time for Training. The Court shall provide the union a maximum of 24 hours per calendar year of release time for union designated stewards or officers to attend union sponsored training programs. Requests for release time shall be provided in writing to the Court Human Resources Director at least fifteen (15) days in advance of the time requested. The Court will reasonably consider each request and notify the Union whether such request is approved within one (1) week of receipt.

Section 6 - Wages

6.1 Wage Adjustments. The following wage adjustments will be made to job classifications represented by AFSCME Local No. 512:

A. Adjustments made prior to the Facilitator classifications listed in Exhibit H joined the unit:

3.5% effective October 1, 2007

3% effective September 22, 2008

3% effective September 21, 2009

Equity Adjustments:

Court Investigators: 3% effective December 31, 2007

Mediators: 3% effective December 31, 2007

B. Adjustments made after the Facilitator classifications listed in Exhibit H joined the unit:

1.75% effective April 1, 2015

1.75% effective July 1, 2015

1.95% effective the first pay date in June 2016

3% effective July 1, 2017 for bargaining unit members in the Sr./Asst. Family Law

Facilitator and Self-Help Facilitator series in recognition of the adjustment received by the other AFSCME Local 512 bargaining unit members on September 29, 2012

6.2 Furloughs. In lieu of permanent salary cuts, bargaining unit members will have unpaid furlough days as follows:

- No furlough days during FY 2012-13
- 8 furlough days during FY 2013-14, with an economic re-opener 10/1/13
- 9 furlough days during FY 2014-15, with an economic re-opener 10/1/14
- 10 furlough days during FY 2015-16, , with an economic re-opener 10/1/15

Furlough days to be assigned in conjunction with existing paid holiday periods, e.g., Thanksgiving holidays, Christmas holiday, and New Year holiday. Employees will receive pay for such holidays per Section 12. Employees working essential services on such furlough days will furlough on alternate days to be scheduled in advance. Corresponding pay reductions will be smoothed equally over all pay periods in each 12-month period.

6.2.1 Modification to Furloughs:

The following modifications to the furlough days outlined in Section 6.2 were made by mutual agreement of the Court and the union as follows:

- 0 furlough days during FY 2013-14
- 4 furlough days during FY 2014-15
- 5 furlough days during FY 2015-16

6.3 One-Time Lump Sum Payments.

Effective January 2013, bargaining unit members shall receive a one-time taxable lump sum payment of $500.

Effective March 31, 2015, a one-time lump sum payment in the gross amount of $1,000 shall be paid to bargaining unit members, less applicable deductions. Such amount shall be pro-rated for part-time employees and for employees hired after the start of the 2014-15 fiscal year.

Effective June 26, 2015, a one-time lump sum payment in the gross amount of $2,500 to each bargaining unit member on the payroll on June 26, 2015, less applicable deductions. Pro-rated for part-time, for employees in unpaid status, and for all employees hired after January 1, 2015.

Effective December 2015, a one-time lump sum payment in a gross amount equivalent to 1.76% of the member's annual base salary.

All bargaining unit employees on payroll as of June 27, 2016, shall, effective the pay period including June 27, 2016, receive a one-time payment in the gross amount of $2,500, less all applicable deductions. In addition, all bargaining unit employees on payroll as of June 27, 2016, shall, effective the pay period including June 27, 2016,

receive a one-time payment in a gross amount equivalent to 3.0% of annual base salary as of June 27, 2016. If another unit receives more one-time money for fiscal year 2016-17, this unit shall receive it as well.

6.4 Longevity Differential.

All bargaining unit employees who have five or more years continuous Court service as of January 1, 2017, shall, subject to the contingencies outlined below, receive a longevity stipend equal to 4%, to be paid out proportionally in each pay check through the end of the contract period only.

If the Court's projection of FY 2016-17 Civil Assessment net revenue (net of collection costs and Maintenance of Effort obligations) through October 31,2016, indicates such net revenue shall be less than $3.25 Million for FY 2016-17, the longevity stipend may not be implemented as set forth above in paragraph 4.a.

In the event the longevity stipend is not implemented, the parties will promptly meet to negotiate possible deferral or compensation adjustments.

The parties agree that this unit should be offered the same unit-wide economic agreement for FY 2016-17, if any, reached with another bargaining unit. Therefore, if a different unit-wide agreement is reached with another unit for FY 2016-17, the Court and Local 512 shall promptly meet to assess the value of that agreement to the Local 512 unit. The Court will offer 512 the same unit-wide economic package for 2016-17, measured per person, in lieu of this item 4 a-c, of this package. If the economic package of the other unit is structured as a multi-year contract, 512 unit members shall only be offered the fiscal year 2016-17 portion.

Section 7 - Days and Hours of Work, and Meal and Rest Periods

7.1 **Workweek.** For purposes of calculating overtime for non-exempt employees, the normal work week of court employees is forty (40) hours between 12:01 a.m. Monday to 12:00 midnight Sunday, usually five (5) eight (8) hour days. However, where operational requirements of a unit require deviations from the usual pattern of five (5) eight (8) hour days per work week, an employee's work hours may be scheduled to meet these requirements. The parties shall, within 60 days of ratification of this contract, meet and confer regarding the implementation of a 9/80 work schedule for Investigators.

7.2 **Meal Periods.** The scheduling and duration of unpaid meal periods shall be determined by court management. When possible, employees may be offered a choice of meal periods between 30 and 60 minutes in duration.

Section 8 - Overtime and Compensatory Time

This section applies only to the classifications of Court Investigator and Lead Court Investigator.

8.1 Overtime is any authorized work performed in excess of forty (40) hours per week, or eight (8) hours per day. Overtime for 4-10 shift employees, if any is any work performed beyond ten (10) hours per day, or forty (40) hours per week. All overtime is compensated for at the rate of one and one-half (1 2) times the employee's base rate of pay (not including shift and other special differentials).

Overtime for permanent employees is earned and credited in a minimum of one minute increments and is compensated by either pay or compensatory time off.

8.2 **Compensatory Time.** The following provisions shall apply:

A. Employees may periodically request to accrue compensatory time off in lieu of overtime pay. A permanent employee must notify the Human Resources Officer of his or her intention to request accrual of compensatory time or to receive overtime pay at least thirty (30) days in advance of the change.

B. Compensatory time shall be accrued at the rate of one and one-half (1/2) times the actual overtime hours worked by the employee.

C. Employees may not accrue a compensatory time balance that exceeds 90 hours (i.e. sixty (60) hours at time and one-half). Once the maximum balance has been attained, overtime hours will be paid at the overtime rate. If the employee's balance falls below 90 hours, the employee may again accrue compensatory time for overtime hours worked until the employee's balance again reaches 90 hours.

D. The use of accrued compensatory time shall be by mutual agreement between the supervisor and the employee. Compensatory time shall not be taken when the employee would be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this section. This provision may be waived at the discretion of the Executive Officer.

E. When an employee promotes, demotes or transfers from one classification eligible for compensatory time to another classification eligible for compensatory time, the employee's accrued compensatory time balance will be carried forward with the employee.

F. Since employees accrued compensatory time at the rate of one and one-half (1 2) hours for each hour of authorized overtime worked, accrued compensatory time balances will be paid off at the straight time rate, (two-thirds [2/3] the overtime rate) for the employee's current salary whenever:

1. The employee changes status and is no longer eligible for compensatory time;

2. The employee separates from court service (including transfer to a county department);

3. The employee retires.

G. Employees may be disciplined for working unauthorized overtime.

H. Fair Labor Standards Act Provisions. The Fair Labor Standards Act, as amended, may govern certain terms and conditions of the employment of employees covered by this MoU. It is anticipated that compliance with the Act may require changes in some of the policies and practices currently in effect or agreed upon. If it is determined by the court that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay, and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MoU, but shall be subject to modification by the court to conform to the Federal Law without further meeting and conferring. The court shall notify the union (employee organizations) and will meet and confer with said organization regarding the implementation of such modifications.

Section 9 - Seniority, Workforce Reduction, Layoff and Reassignment

9.1 **Workforce Reduction.** In the event that funding reductions or shortfalls in funding are expected, which may result in layoffs, the court will notify the union and take the following actions:

A. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.

B. Advise employees in those classifications that position reductions may occur in their classifications.

C. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the court.

D. Consider employee requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.

E. Consider approval of requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the court.

F. When it appears to the court that a workforce reduction may occur, the Court Executive Officer shall notify the Union of the possibility of such layoffs and shall meet and confer with it regarding the implementation of the action. Alternatives to layoff such as mandatory furloughs may be discussed.

9.2 **Separation Through Layoff**

A. **Grounds for Layoff.** Any employee(s) having permanent status in a position(s) in the court may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, lack of funds or for such other reason(s) as the court deems sufficient for abolishing the position(s).

B. **Order of Layoff.** The order of layoff in the court shall be based on inverse seniority in the class of positions, the employee in the court with least seniority being laid off first and so on.

C. **Layoff By Displacement.**

1. **In the Same Class.** A laid off permanent full time employee may displace an employee in the court having less seniority in the same class who occupies a permanent-intermittent or permanent part-time position, the least senior employee being displaced first.

2. **In the Same Level or Lower Class.** A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the court and in the class of an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.

D. Particular Rules on Displacing.

1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.

2. Former permanent full time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Court Executive Officer retain their permanent full time employee seniority rights for layoff purposes only and may in a later layoff displace a full time employee with less seniority as provided in these rules.

E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent (5%) of the former class, shall carry the seniority accrued in the former class into the new class.

Employees reallocated to a new deep class upon its initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class. Service for layoff and displacement purposes includes only the employee's last continuous permanent court employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of layoff eligibility.

Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent Court employment. If there remain

ties in seniority rights, such ties shall be broken by counting total time in the court in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

F. **Eligibility for Layoff List**. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.

G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced or demoted or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply.

H. Duration of Layoff. Persons placed on layoff lists shall continue on the appropriate list for a period of two (2) years, unless extended by mutual agreement.

I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement, or transferred in lieu of layoff or displacement. When a position is to be filled in a class for which a layoff list exists, the position shall be offered to persons on the layoff list in seniority order. A person employed from a layoff list shall be appointed at the same step of that salary range the employee held on the day of layoff.

J. Removal of Names From Layoff Lists. The Human Resources Officer may remove the name of any eligible from a layoff list for any cause stipulated in Section 5.3.4 of the Personnel Plan.

If the person on the layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list. Any subsequent appointment of such person from the layoff list shall result in removal of that person's name.

K. **Removal of Names from Layoff Certifications.** The Human Resources Officer may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

9.3 **Notice.** The Court agrees to give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

4. **Reassignment of Laid Off Employees.** Employees who displaced within the same classification from full time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

Section 10 - Holidays

10.1 **Holidays Observed**. Employees covered by this MoU shall be entitled to paid holidays for days observed as judicial holidays pursuant to State law and the California Rules of Court. In the event that the total number of judicial holidays in any fiscal year shall be less than thirteen (13), employees shall be entitled to additional floating holiday credit accruable on January 1st. An employee shall not qualify for the additional floating holiday accrual unless the employee was hired by the Court on or before the date of the holiday not observed as a judicial holiday.

In order to receive payment for a holiday, the employee must be in paid status at the completion of his or her last scheduled work day prior to the holiday and at the beginning of his or her first scheduled work day following the holiday.

As of the effective date of this Memorandum of Understanding, the holidays observed by the court are:

January 1st, known as New Years Day
Third Monday in January known as Dr. Martin Luther King, Jr. Day
February 12th known as Lincoln's Birthday
Third Monday in February, known as Presidents Day

March 31st known as Cesar Chavez Day
The last Monday in May, known as Memorial Day
July 4th known as Independence Day
First Monday in September, known as Labor Day
The second Monday in October known as Columbus Day
November 11th, known as Veterans Day
Fourth Thursday in November, known as Thanksgiving Day
The Friday after Thanksgiving Day
December 25th, known as Christmas Day

10.2 **Application of Holiday Credit**. Permanent employees on the regular forty (40) hour, Monday through Friday work schedule shall be entitled to a holiday (day off work) without reduction in pay whenever the holiday is observed.

Permanent employees on a work schedule other than Monday through Friday shall be entitled to credit for any holiday, whether worked or not, observed by employees on the regular work schedule.

If any holiday falls on a Saturday, it shall be observed on the preceding Friday. If any holiday falls on a Sunday, it shall be observed on the following Monday.

10.3 **Part-Time Employees.** Permanent part-time employees shall receive paid holiday credit in the same ratio to the holiday credit given full-time employees as the number of hours per week in the part-time employee's schedule bears to the number of hours in the regular full-time schedule, regardless of whether the holiday falls on the part-time employee's regular work day.

10.4 **Floating Holidays.** In addition to the designated holidays, permanent employees shall accrue eight (8) hours of personal holiday credit per year. This time shall be prorated for part-time employees. The eight hours are accrued on January 1st each year and are prorated for employees appointed mid-year.

Employees on unpaid leave of absence as of January 1st each year shall receive a pro-rated portion of the eight (8) hours of personal holiday credit upon return from leave of absence. Use of floating holiday credit is subject to mutual agreement between the supervisor and the employee. Floating holiday credit may be used during the employee's first six months of employment. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from court service, the employee shall be paid for any unused personal holiday credits at the employee's then current pay rate. Personal holiday time may be taken in one (1) minute increments.

Effective in January 2013 and on January 1 of each subsequent year of the 2012-2016 agreement, each employee will receive one additional floating holiday of eight (8) hours. This increase is applicable only for each year of this four year

(2012-2016) agreement. For the term of the four year agreement only, the accrual cap on the personal holiday credit shall be increased to forty-eight (48) hours.

Effective January 2015, each bargaining unit member will temporarily receive an additional eight (8) hours personal holiday credit, for a total of three (3) floating holidays for the 2014-15 year and a total of three (3) floating holidays for the 2015-16 year, only. In addition, the accrual cap on personal holiday credit shall temporarily be increased to fifty-six (56) hours through the 2015-16 contract year only. Pro-rated for part-time employees.

10.5 9/80 Shift Holidays.

A. Holiday Shift Pay. For court investigators, if a work day falls on a scheduled holiday, they shall receive overtime pay or equivalent compensatory time credit (Holiday Credit) for working the holiday for the first eight (8) hours worked; or if a holiday falls on the day off of a court investigator, the employee shall be given straight time pay or equivalent compensatory time credit for eight (8) hours.

For mediators, if a work day falls on a scheduled holiday, they shall receive equivalent compensatory time credit (Holiday Credit) for working the holiday for the first eight (8) hours worked; or if a holiday falls on the day off of a mediator, the employee shall be given equivalent Holiday Credit for eight (8) hours.

B. **Absence on Holiday**. The maximum time charged to vacation, or leave without pay on a holiday shall be one (1) hour.

10.6 Pay for Time Not Worked Before Certain Holidays. When the Court closes at 3:00 p.m. on days before Thanksgiving, Christmas, and New Year's holidays, full-time employees will be released from duty two hours prior to their regular ending time without loss of pay (unless day before any such holiday is a furlough day). Essential staff required to remain will be released two hours early with pay on alternate days as designated by the Court.

Employees on full-day vacation on such days will be credited with two hours for which they need not use vacation time.

Section 11 - Vacation

11.1 Vacation Allowance. The court provides paid vacation time for eligible employees in permanent positions. Use of vacation accruals is subject to mutual agreement between the supervisor and the employee. Temporary employees are not eligible for, and will neither accrue, nor receive paid vacation. Accrual is based upon straight time hours of working time per pay period and begins on the date of appointment to a permanent position. Increased accruals begin on the

first day of the pay period when the employee qualifies. Vacation credits may be taken in one (1) minute increments.

11.2 **Vacation Accrual Rates**. Vacation accrual is at the following rates based upon full-time employment. Permanent part-time employees and permanent intermittent employees accrue vacation pro rata.

Length of Service	Bi-weekly Accrual Hours	Max. Accrual Hours
Under 11 years	4.62	600
11 years	4.93	600
12 years	5.24	600
13 years	5.54	600
14 years	5.85	600
15 through 19 years	6.16	600
20 through 24 years	7.70	600
25 through 29 years	9.24	600
30 years and up	10.77	600

Each eligible employee may accrue vacation up to the maximum cap of six hundred hours. Once the employee reaches the cap, he or she will cease to accrue vacation time until the employee uses sufficient vacation to bring the total remaining accrual below the cap. At that point the employee will once again begin accruing vacation at the normal rate until the cap is reached.

Length of service includes service time with the court and with county departments.

11.3 **Accrual During Leave Without Pay or Absence Without Pay.** Employees do not accrue paid vacation during any unpaid leaves of absence, unpaid military leave, while absent without pay, or while on workers' compensation leave.

11.4 **Use of Vacation During First Six Months of Employment.** Vacation accruals may not be used during the first six (6) months of employment (not necessarily synonymous with probationary status). Exceptions may be granted subject to authorization by the Executive Officer. Employees who have been re-employed after having previously completed their initial probation periods with the court, may use vacation accruals during their first six (6) months after re-employment.

5. **Vacation Allowance for Separated Employees.** On separation from Court service, an employee shall be paid for any unused vacation credits at the employees' then current pay rate.

6. **Vacation Buy-Back**. This provision only applies to employees in the classifications of Child Custody Recommending Counselors, Bilingual Spanish Child Custody Recommending Counselors, Lead Child Custody Recommending Counselor, Assistant Family Law Facilitator-Project, Senior Assistant Family Law Facilitator-Project and Senior Self Help Facilitator. Beginning January 1, 2003, the Court will reimburse up to one-third (1/3) of an employee's annual vacation

accrual, subject to the following conditions: (a) the choice can be made only once in each calendar year; (b) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (c) the maximum number of hours that may be reimbursed in any year is one-third (1/3) of the annual accrual at the time of reimbursement.

Effective July 1, 2017, this provision also applies to Bilingual Spanish Assistant Family Law Facilitator-Project, Bilingual Spanish Senior Assistant Family Law Facilitator-Project and Bilingual Spanish Senior Self Help Facilitator classifications.

7. **Discretionary Vacation Buy-Back.** Within Court discretion, one-time vacation buy-back potential for FY 2014-15, for bargaining unit members not already covered by Vacation Buy-Back provision in MOU Section 11.6.Discretionary leave buy back as follows:

- The Court in its discretion will determine in each fiscal year whether there is sufficient funding to offer leave buy back and to determine the amount of funds that will be set aside for the program.
- The determination by the Court regarding whether there is sufficient funding to offer leave buy back will typically be made near the end of each fiscal year (i.e., in mid to late Spring).
- Eligible employees will be permitted at a designated time each fiscal year to make an irrevocable election to cash out a portion of the employee's accrued vacation.
- In the event the total amount of employee elections exceeds the amount set aside by the Court for that fiscal year, each electing employee will receive a proportional amount of his or her election. For example, if the total elections submitted by eligible employees are $25,000 and the Court sets aside $20,000 for the buy back program – 80% of the amount requested – then each employee will receive 80% of the amount he or she elected.
- Employees covered by the MOU's vacation buy back provision would not be eligible for this new program.

11.8 Vacation Accrual for Continuous Court Service. An employee appointed on or after October 1, 2007, may receive service credit (for vacation accrual purposes only) for continuous permanent service time with another court immediately prior to his or her appointment to the Contra Costa Superior Court. The Court Executive Officer or designee will, at his or her sole discretion, determine whether service credit will be provided.

Section 12 - Paid Personal Leave, and Bereavement Leave

12.1 Paid Personal Leave. Permanent employees in the classifications of Child Custody Recommending Counselors, Bilingual Spanish Child Custody Recommending Counselor, Lead Child Custody Recommending Counselor, Assistant Family Law Facilitator-Project, Senior Assistant Family Law Facilitator-Project and Senior Self Help Facilitator shall be afforded 75 (seventy-five) hours of paid personal leave each calendar year. Said personal leave is provided to recognize both the fact that these employees do not and will not receive payment

for overtime and the unavailability of compensatory time off for these employees. The personal leave is credited on January 1st each year and is pro-rated for employees in part-time positions. Any unused balance of personal leave is "zeroed out" at calendar year end. The use of personal leave is subject to mutual agreement between the supervisor and the employee.

Effective July 1, 2017, this provision also applies to Bilingual Spanish Assistant Family Law Facilitator-Project, Bilingual Spanish Senior Assistant Family Law Facilitator-Project and Bilingual Spanish Senior Self Help Facilitator classifications.

12.2 Bereavement Leave. When an employee's immediate family member, as currently defined in Section 13.7.A, dies, the employee may use up to five (5) working days per occurrence, paid time off for bereavement purposes without the use of employee accruals. Use of additional accruals, including sick leave, when appropriate, may be authorized by the Executive Officer or designee.

Section 13 - Sick Leave

13.1 Sick Leave. Paid sick leave is available to eligible employees to minimize the economic hardship that might otherwise result to employees due to time off taken because of personal illness or injury, or in some circumstances, his or her family member. Paid sick leave is a benefit extended by the court and may be used only as authorized. It is not paid time off which employees may use for personal activities.

13.2 Accrual. Paid sick leave credits are accrued at the rate of 3.70 working hours for each completed bi-weekly payroll period. Permanent part-time employees and permanent intermittent employees accrue sick leave pro rata. Employees do not accrue paid sick leave during any unpaid leaves of absence, unpaid military leave, while absent without pay, or while on workers' compensation leave. Employees who work a portion of a pay period are entitled to a pro rata share of the sick leave credit computed on the same basis as is partial pay period compensation.

Unused sick leave credits may be carried over to the following calendar year and there is no cap on accumulation.

13.3 Separation. When an employee is separated other than through retirement or layoff, accumulated sick leave credits shall be canceled. If separation results from layoff, the accumulated credits shall be restored if re-employed in a permanent position within the period of layoff eligibility.

13.4 Retirement. As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

5. **Use of Sick Leave.** Paid sick leave credits may be used, subject to approval by

the Court Executive Officer or designee, in the following circumstances:

A. **Temporary Illness or Injury**. When the employee is unable to work due to his or her own temporary illness or injury;

B. **Permanent Disability.** When the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any court occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by a permanently disabled employee until all accruals have been exhausted, or until the employee is retired by the Retirement Board, subject to the following conditions:

1. An application for retirement due to disability has been filed with the Retirement Board;

2. Satisfactory medical evidence of such disability is received by the Executive Officer or designee within thirty (30) days of the start of use of sick leave for permanent disability;

3. The Executive Officer or designee may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the Executive Officer or designee determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.

C. **Communicable Disease.** When the employee's physician has ordered that he or she remain isolated due to exposure to a communicable disease.

D. **Pregnancy Disability.** When an employee's disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery there from.

E. **Pre-Scheduled Medical and Dental Appointments**. When the employee is attending pre-scheduled medical or dental appointments for his or her own care, or for the care of an immediate family member. Sick leave may also be used for necessary travel time to/from such appointments. The court may require verification of the date, time and duration of each medical appointment, and may require verification that the employee's presence was required for an immediate family member's medical or dental appointment. An employee is responsible for obtaining advance approval from his or her supervisor to attend pre-scheduled personal or family medical or dental appointments.

F. **Emergency Care of Family.** When employee's attendance is required to provide emergency care for an immediate family member.

13.6 Circumstances When Sick Leave May not be Used. Paid sick leave credits may not be used in the following circumstances:

A. **Vacation.** Paid sick leave credits may not be used for an employee's illness or injury which occurs while he or she is on vacation, but the Executive Officer may authorize it when extenuating circumstances exist.

B. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in paid status.

13.7 Administration of Sick Leave:

A. **Definition of Immediate Family Member**. For purposes of this section, "immediate family member " includes - spouse, domestic partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law**,** foster children, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, grandparent, grandchild, aunt, uncle, niece, nephew, or cousin, of an employee, or of an employee's spouse, or of an employee's domestic partner, and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a dependent" for IRS reporting purposes by the employee.

B. Definition of Domestic Partner. In order to be considered a "domestic partner" for purposes of this section, the employee and his/her domestic partner must satisfy all the requirements currently in effect for domestic partnership to be eligible to receive court group health and dental benefits for the domestic partner.

C. Employee Responsibilities.

1. Each employee is responsible for notifying his or her supervisor directly (or calling the appropriate number designated by his or her supervisor) regarding any unplanned absence at 8:00 a.m. on the morning of the absence or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence. A brief statement in non-technical terms regarding the employee's inability to work due to injury or illness will suffice.

2. Each employee is responsible for keeping his or her supervisor informed on a continuing basis of his or her condition and probable date of return to work.

3. Each employee must keep his or her supervisor advised of a current telephone number to which sick leave related inquiries may be directed.
4. Personal sick leave and family sick leave must be documented separately on the Absence/Overtime record.

The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave by the employee is cause for disciplinary action.

D. If an employee is absent (using sick leave, while using other accruals in lieu of sick leave, or if absent without pay) due to a reason that the employee believes qualifies for pregnancy disability leave, medical leave, or family care leave, the employee must notify the court within two business days of returning to work. If the employee does not provide timely notice, the employee may not later assert that the absence was for a protected reason.

E. Court and Supervisor Responsibilities. The court and/or each supervisor may make reasonable inquiries about employee absences. Such inquiries may include:

1. Calling the employee's residence telephone number or other contact telephone number if the employee did not make contact directly with the supervisor when he or she called in, and/or if the employee fails, on a continuing basis, to keep the supervisor informed of his or her condition and probable date of return to work.

2. Obtaining the employee's signature on the Absence/Overtime Record, or any other form established for the purpose of documenting employees' time off and certifying the legitimacy of the employee's sick leave claim.

3. Obtaining a written statement of explanation from the employee regarding the sick leave claim.

4. Requiring medical verification for an absence of three (3) or more working days, or requiring medical verification for absences of less than three (3) working days for reasonable cause. The court may require that such verification include: a statement the employee is unable to work; date(s) the employee was incapacitated; and the date the employee is able to return to work. In absences of an extended nature, the court may require the employee to obtain from their physician a statement of progress and anticipated date of return to work.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled.

13.8 Integration of State Disability Benefits with the Sick Leave Benefit Program. Employees eligible for State Disability benefits and sick leave benefits for any portion of disability shall be required to make application for both benefits. The State Disability benefits shall be returned to the Court to be credited to the employee's sick leave balance on the following basis:

A. Integration with State Disability is automatic and cannot be waived;

B. The amount credited to the employee's sick leave balance shall be converted to sick leave hours by dividing the amount received from State Disability Insurance by the employee's straight time hourly rate, at the time of payment, as determined by the appropriate salary schedule for the employee's class of employment;

C. If the employee is eligible for State Disability Insurance benefits, application must be made and the benefits returned to the Court for sick leave credits so that the principle of integration is completed;

D. In the event an employee is not eligible for sick leave credits from the Court, there will be no integration and the employee shall not return State Disability Insurance benefits to the Court;

E. In the event an employee receives sick leave benefits for a portion of the disability period, State Disability benefits must be utilized to restore only those sick leave hours used during the period of disability;

F. In no instance will an employee be allowed to purchase sick leave not accrued;

G. Separate accounting for the purchase of sick leave will be provided to insure that State Disability Benefits are not taxable.

13.9 Paid Family Leave. Sick leave may be integrated with PFL when use of sick leave is permitted in accordance with MoU provisions regarding the use of sick leave; vacation and floating holiday may be used during the one week waiting period. Sick leave may be used during the one week waiting period if use of sick leave is permitted in accordance with MoU provisions regarding the use of sick leave; health insurance continues while on approved leave of absence on the same terms as if the employee continued to work, provided the employee maintains his or her share of premium contributions; insofar as leave qualifies under FMLA/CFRA and/or as Family Care Leave in accordance with Section 16.4, leave is job protected.

Section 14 - Fitness for Duty

14.1 If the Court Executive Officer or designee has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employees, or the public, or which impair the employee's performance of duty, the Court Executive Officer or designee may require, as a condition of continued employment, that the employee undergo, at Court expense and on the employee's paid time, a physical, mental, psychological and/or psychiatric examination by a licensed psychologist or physician and receive a report of the findings of such an examination. If the examining psychologist or physician recommends that treatment for physical or mental problems, including leave, are in the best interests of the employee or the Court in relation to the employee being able to perform his or her duties, the Court Executive Officer or designee may direct the employee to take such leave and/or undergo such treatment as a condition of continued employment.

14.2 Before an employee returns to work from any absence for illness or injury, or other medical leave of absence exceeding two (2) weeks, the Court Executive Officer or designee may require that the employee undergo, at Court expense a physical, medical, psychological and/or psychiatric examination by a licensed psychologist or physician, and may consider a report of the findings of such examination. If the employee is required to remain off work during this time, the employee shall be placed on paid administrative leave pending review and final determination for the employee's return. If the report shows that such employee cannot perform the essential functions of his or her job with or without reasonable accommodation, or poses a direct threat to the health and safety of the employee or others, the Court Executive Officer or designee may take such action as he/she deems necessary in accordance with the law and appropriate provisions of this MoU.

Section 15 – Workers' Compensation

15.1 Continuing Pay. A permanent employee shall continue to receive eighty-six percent (86%) of regular monthly or bi-weekly salary for all accepted claims for injuries occurring before March 28, 2005. Such employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness. Once the one (1) year of continuing pay benefits at the 86% level is completed, the employee shall receive benefits pursuant to statute.

2. For purposes of this Section, "date of injury" is defined as the date when the employee first reports the injury to the employer.

   Effective for injuries reported between March 28, 2005 and December 31, 2009, a permanent employee shall receive seventy-one (71%) of regular bi-weekly pay for all accepted claims for injuries occurring between March 28, 2005 and December 31, 2009. The 71% benefit shall continue for up to six (6) calendar months from date of injury. The employee shall receive benefits pursuant to statute after six (6) months from date of injury.

   Notwithstanding the above, in the event a claim is rejected and the claim

thereafter is accepted, if otherwise eligible pursuant to this Section the employee will receive the six-month enhanced benefit provided for in this Section from the date of such acceptance.

When any disability becomes medically permanent and stationary, the employee shall receive benefits pursuant to statute. When an employee is separated from Court service by resignation, retirement, layoff, or the employee is no longer employed by the Court, the person shall receive benefits pursuant to statute.

3. Effective for injuries reported on or after January 1, 2010, employees shall be eligible for workers' compensation benefits in accordance with statute from date of injury.

15.7 Waiting Period. There is a three (3) calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during the waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) calendar days.

8. **Therapy Appointments.** An employee who has been injured on the job and has returned to work, but needs to leave work to attend to treatment for the work related injury, must have his or her appointments authorized by the Court's Workers' Compensation Administrator. Employees shall be allowed time off up to two (2) hours for such treatment without loss of pay or benefits. Said appointments are to be scheduled contiguous to either the beginning or the end of the scheduled workday whenever possible.

9. **Integration of Accruals.** Employees may integrate time off accruals with workers' compensation temporary disability benefits once statutory benefits commence.

10. **Rehabilitation Integration.** An injured employee who is eligible for Workers' Compensation Rehabilitation Temporary Disability benefits and whose disability is medically permanent and stationary may continue to receive his/her applicable salary by integrating sick leave and/or vacation accruals with Workers' Compensation Rehabilitation Temporary Disability benefits until those accruals are exhausted. Thereafter, the Rehabilitation Temporary Disability benefits will be paid directly to the employee.

15.11 Health Insurance. The Court contribution to the employee's group health insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with statutory benefits.

15.12 Method of Integration. An employee's sick leave and/or vacation charges shall

be calculated as follows:

C =	8 {1 – (W/S)}
C =	Sick leave or vacation charge per day (in hours)
W =	Statutory benefit for a pay period
S =	Pay period salary

Section 16 - Leaves of Absence

16.1 **General Provisions**. The court provides leaves of absence to eligible employees in a variety of circumstances. Ordinarily a leave of absence may be for a period not to exceed one (1) year, provided the Executive Officer may extend such leave for additional periods. In all cases, the court intends to comply with applicable federal and state laws.

A. **Eligibility.** There are different eligibility rules for different types of leave. Employees may be eligible for an unpaid leave of absence for work-related illness or injury, or pregnancy disability, no matter how long they have been employed by the court. (See specific provisions.)

Employees with at least one year of service and who have worked a minimum of 1,250 hours over the previous 12 months may be eligible (subject to other rules and conditions) for medical leave and family leave as provided by law.

Employees also may be eligible for leaves of absence for personal reasons other than those described in the preceding paragraphs. Approval of such leaves will be based on considerations such as the reason for the request, the court's needs, and the employee's performance/length of service with the court, and level of responsibility. The granting or denying of such leaves shall be at the discretion of the court. (See "Personal Leave").

B. **Requests for Leave.** As soon as an employee learns of the need for a leave of absence, the employee should submit a written request for leave to the Executive Officer. Request forms are available from the Human Resources Unit. If the need for the leave is foreseeable, employees are required to provide at least 30 days notice. Approval of the leave may be delayed if timely notice is not provided. If the employee learns of the need for leave less than 30 days before the leave is needed, the request must be made as soon as possible.

C. **Designation of Leave.** Once the eligible employee makes the court aware that the employee wishes to take leave for an FMLA-qualifying reason, the court will ordinarily notify the employee in writing within two business days that the leave is designated, and will be counted as, FMLA leave.

D. **Reinstatement.** An employee returning from a leave of absence may be returned to any available position for which he or she is qualified unless the employee is returning from a medical leave, pregnancy disability leave, or family care leave in which case the employee ordinarily will be returned to the same or a comparable position, unless the position has been eliminated due to a reduction in force or reorganization, or unless the employee would have been terminated for some other business reason unrelated to the leave, or for any other lawful reason.

If the employee fails to return upon the expiration of the approved leave of absence and fails to notify the court of any reason for this continued absence, the employee, absent special circumstances, will be deemed to have voluntarily resigned his or her employment with the court.

E. **Early Return from Leave of Absence.** Whenever an employee who has been granted a leave of absence desires to return before the expiration of such leave, the employee shall submit a request to the Executive Officer in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the Executive Officer.

F. **Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the court contribution by maintaining their employment in paid status through the use of appropriate time off accruals. During the eighteen (18) weeks of an approved medical or family care leave the court will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the contribution directly.

G. **Accrual of Seniority and Benefits**. Seniority and accrued leave benefits do not continue to accrue during a leave of absence, except that seniority and accrued leave benefits will continue to accrue during any period that paid leave is used and will accrue pro-rata during any reduced-schedule leave. Employees' seniority or accrual level will not be negatively affected by the leave.

16.2 **Medical Leave.** Medical leave is leave due to a serious health condition, other than pregnancy-related disability, that prevents the employee from performing the functions of the job. It includes time off needed for ongoing treatment of a serious health condition. Special rules apply to work-related injuries and pregnancy-related disability. (See "Worker's Compensation Leave" and "Pregnancy Disability Leave".)

A. **Eligibility.** To be eligible to request medical leave, the employee must:

1. Have worked with the court for at least one year; and,

2. Have worked at least 1,250 hours within the last 12 months.

B. **Certification.** Medical certification of the need for leave is required. The court may request additional certification at the court's expense. The certification must verify that leave is required because of a "serious health condition," which is defined as an illness, injury, impairment, or physical or mental condition" that involves any of the following:

1. Inpatient care in a hospital or other treatment facility and related treatment;

2. Continuing treatment by a health care provider plus a period of incapacity of more than three consecutive calendar days related to the treatment;

3. Continuing treatment or supervision by a health care provider following periods of incapacity;

4. Any period of incapacity or treatment due to a chronic serious health condition (such as severe asthma, diabetes, epilepsy, etc.); or

5. Any period of absence to receive multiple treatments for post-accident or injury restorative surgery or for a condition that would result in a period of incapacity in the absence of medical treatment (such as chemotherapy or radiation treatments for cancer or dialysis for kidney disease).

Medical certification that the employee is released to return to work is required before the employee will be permitted to return.

C. **Duration**. An employee eligible for a medical leave under this policy is eligible to take up to a maximum of 12 (twelve) workweeks of family care/ medical leave within a rolling 12month period (measured backwards from the date the leave begins). The length of each absence will depend on the medical necessity for the leave, as certified by the employee's health care provider. As an alternative to a leave, an employee may request a part-time schedule if medically necessary and if certified by the health care provider.

D. **Reassignment.** If the employee's medical condition requires an intermittent or reduced-schedule leave, the employee may be reassigned to another position that better accommodates recurring leaves for the duration of the leave.

16.3 Pregnancy Disability Leave. Pregnancy Disability Leave (PDL) is leave

because of medical disability due to pregnancy, childbirth, or related reasons preventing the employee from performing the functions of her job. It includes time off needed for prenatal care.

A. **Eligibility**: Any employee who is disabled due to pregnancy, childbirth, or a related medical condition is eligible for PDL. An employee is "disabled" if, in the opinion of her health care provider, she is unable because of a pregnancy-related reason to work at all, or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, to the successful completion of her pregnancy, or to other persons.

B. **Certification.** Medical certification of the need for leave is required. Medical certification that the employee is released to return to work is required before the employee will be permitted to return.

C. **Duration**. PDL may be taken for the period of disability up to a maximum of four months per occurrence. This leave is in addition to any non-pregnancy related medical leave or family leave available to eligible employees.

For employees on PDL who are also eligible for medical leave, the first 18 workweeks of PDL is considered medical leave, in that PDL counts against the amount of leave required to be provided under the federal Family and Medical Leave Act (but not under the California Family Rights Act).

The length of each PDL will depend on the medical necessity for the leave, as certified by the employee's health care provider. As an alternative to a leave, the employee may request a part-time schedule if medically necessary and if approved by the health care provider.

D. **Reassignment.** If the employee's pregnancy-related disability requires an intermittent or reduced-schedule leave, the employee may be reassigned to another position for the duration of the leave.

In addition, if the employee's health care provider certifies that it is medically advisable because of pregnancy, the employee will be reassigned to a less strenuous or hazardous position or to less strenuous or hazardous duties, provided the reassignment can be reasonably accommodated.

E. **Reasonable Accommodation.** An employee may request a reasonable accommodation of a condition related to pregnancy, childbirth, or related medical conditions. Such request must be based on the advice of the employee's health care provider.

16.4 **Family Care Leave**. Family Care Leave is leave for either of the following reasons: (1) to care for a new child (whether by birth, adoption, or placement for

foster care) during the first year after the birth, adoption, or placement; or (2) to care for the child, parent, spouse, or domestic partner of the employee with a Serious health condition@ (see the definition that follows).

A. **Eligibility**. To be eligible to request family care leave, the employee must:

1. Have worked for the court for at least one year; and,

2. Have worked at least 1,250 hours within the last 12 months.

B. **Certification**. Medical certification of the need for leave is required for a leave due to the serious health condition of a family member. The certification must verify the family member's serious health condition and that the condition warrants the participation of the employee to provide care. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves any of the following:

1. Inpatient care in a hospital or other treatment facility and related treatment;

2. Continuing treatment by a health care provider plus a period of incapacity of more than three consecutive calendar days related to the treatment;

3. Continuing treatment or supervision by a health care provider following periods of incapacity;

4. Any period of incapacity or treatment due to a chronic serious health condition (such as severe asthma, diabetes,epilepsy, etc.);or

5. Any period of absence to receive multiple treatments for post-accident or injury restorative surgery or for a condition that would result in a period of incapacity in the absence of medical treatment (such as chemotherapy or radiation treatments for cancer or dialysis for kidney disease).

C. **Duration**. Eligible employees may take up to 12 (twelve) workweeks of family care/medical leave within a rolling 12-month period (measured backwards from the date the leave begins). The length of each absence will depend on the medical necessity for the leave, as certified by the health care provider of the employee's family member. As an alternative to a leave, an employee may request a part-time schedule if medically necessary and if certified by the family member's health care provider.

Leave taken for the birth or adoption/foster care placement of a child must be taken in periods of a minimum of two weeks, except that on two occasions the leave may be for shorter periods. Leave taken for these purposes must also be completed within one year of the birth or placement.

16.5 **Workers' Compensation Leave**. Workers' Compensation Leave is leave available to any court employee who is temporarily unable to work as a result of a work-related injury or illness.

A. **Eligibility.** All employees are eligible for workers' compensation leave as needed for work-related illness or injury.

B. **Certification.** As with all medical leaves of absence, the employee must provide medical verification regarding the status of the medical condition, including the expected date of return to work and any changes in medical condition that may affect a return to work. Medical certification that the employee is released to return to work is required before the employee will be permitted to return.

C. **Duration.** The employee will be retained on work-related medical leave status until one of the following circumstances occurs:

1. The employee is released to work with no restrictions;

2. The employee is released to work with some restrictions and work is offered by the court that is consistent with those restrictions;

3. Medical evidence establishes that the employee is permanently unable to return to usual duties; or

4. The employee informs the court of his or her intent not to return to work (either by directly communicating this intent to the court or by actions inconsistent with intent to return, such as moving out of the area or accepting other employment).

   An employee returning to work must provide the employer with reasonable advance notice of release to return. The employee must also provide a health care provider's statement indicating fitness to perform the former duties. An employee returning to work will be returned to the former position if available. If such position is not available, the employee will be offered an available position for which the employee is qualified.

D. Leave taken for work related illness or injury will be counted as medical leave and as leave in accordance with federal and state family/medical leave laws (FMLA/CFRA) if the employee is eligible for such leave.

16.6 **Personal Leave**. An unpaid personal leave of absence may be available for leaves for personal reasons other than those reasons qualifying as medical leave, pregnancy disability leave, or family care leave. For example, an employee may request a personal leave to care for an in-law or to further his or her education. Requests for partial leave (intermittent or reduced schedule) for personal reasons also will be considered. Approval of such leaves will be based

on a combination of factors, including the reason for the request, the length of requested leave, the court's needs, and the employee's performance/length of service with the court. Employees who are not otherwise eligible for leave under sections 16.2 or 16.4 may request personal leave. Personal leaves will be granted or denied at the court's discretion.

Section 17 - Salary Reviews

If an employee has been absent from his or her position for more than six (6) months during the 12 month period prior to his or her anniversary date, he or she may not be eligible for a salary review.

Section 18 - Jury and Witness Duty

18.1 Jury Duty. Employees are entitled to time off from work for jury duty

A. If an employee is called upon for jury duty, the employee shall notify his or her supervisor as soon as possible. If the employee resides outside of Contra Costa County he or she must provide his or her supervisor a copy of the juror summons upon receipt.

B. Employees serving on jury duty shall continue to receive their regular pay, but are required to waive any per diem payment (other than mileage allowances) made to them for their services.

C. An employee must obtain an attendance certificate from the court to which he/she was called for jury duty and submit such certificate to his/her supervisor.

D. Employees on jury duty are not permitted to engage in any employment or occupation before or after daily juror service that would affect their ability to properly serve as jurors. This provision only applies when an employee is sworn to hear evidence. It does not apply when the employee is waiting to be called to a court, or is participating in the Voir Dire process.

E. Except as noted in sub-section D above, employees are expected to report for work on those days or parts of days when released from jury duty, or when such duty does not conflict with the employee's work schedule. When the employee is released from jury duty prior to the end of his/her regular work day, the employee will contact his/her supervisor, who will determine the feasibility of the employee returning to his/her regular work site, or working at an alternate work site. The requirement to return to work upon release from jury duty will take into consideration the time of release, and the employee's work location in relation to the jury court site.

F. Permanent intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

18.2 Witness Duty.

A. If an employee is called upon to serve as a witness in a legal proceeding

and time away from work will be required to serve as a witness, the employee shall notify his or her supervisor as soon as possible.

B. Employees called upon as witnesses or as an expert witness in a case arising in the course of their work (or in the course of their work with Contra Costa County), or called upon to appear as prosecution witnesses in a criminal case, may remain in their regular pay status and waive all fees and expenses paid to them (other than mileage allowances), or they may elect to take paid leave (e.g. vacation, personal holiday, comp time, but not sick leave), or leave without pay and retain all such fees and expenses.

C. If an employee is served notice that he or she has been named as a party in a case arising in the course of his or her official capacity as a court or county employee, and/or an employee is subpoenaed to appear in a case in his or her official capacity as a court or county employee, he or she must immediately report such service to his or her supervisor who will in turn notify the Human Resources Officer.

D. Permanent intermittent employees are entitled to paid witness duty only for those days when they were previously scheduled to work.

E. Employees called to serve as witnesses in private cases or personal matters shall take paid leave (e.g. vacation, personal holiday, comp time, but not sick leave), or leave without pay and may retain all fees and expenses paid to them.

Section 19 - Health and Welfare, Life and Dental Care

19.1 Court Health Plan Contribution Rates:

A. Through December 31, 2010, the Court will pay 80% (60% for the PPO) of the monthly premium subvention for employees and their eligible family members for the medical and dental plans, with the employees paying the balance of the premium 20% (40% for PPO).

B. Premium Subsidy after December 31, 2010.

Beginning in January 1, 2011, the Court subvention described in Paragraph A, above, shall be as follows: (i) That portion of any increase over the previous year's total premium charged by the plan(s) which is equal to or less than an 11% increase over the previous year's premium shall be split 50/50 between the Court and the Employees; (ii) that portion, if any, of the increase over the previous year's premium which is in excess of an 11% increase over the previous year's

premium shall revert to the subvention set forth in Paragraph A, above; and (iii) the balance of the premium shall continue to be paid as it was in the previous year. If in any year beginning on or after January 1, 2011, there is either no change or a decrease in the total premium charged by the plan(s), the subvention set forth in Paragraph A shall apply.

Health: The following health plans are offered by the Court:

Health Net HMO Kaiser
Health Net PPO

Effective January 1, 2008, adopt the following Kaiser and Health Net plan design changes:

Health Net HMO:

Office visit co-payment increases from $5 to $10

Prescription drug co-payment increases from $5 for generic and $10 for brand to:

- $10 for generic prescriptions;
- $20 for formulary brand name prescriptions; and,
- $35 for non-formulary brand name prescriptions.

Kaiser:

Office visit co-payment increases from $5 to $10

Emergency room co-payment increases from $5 to $10

Prescription drug co-payment increases from $5 to:

- $10 for generic prescriptions; and,
- $20 for formulary brand name prescriptions.

19.2 Dental: The following dental plans are offered by the Court:

Delta Care Prepaid

Premier Plus PPO

Effective January 1, 2008, adopt the following Delta Dental Premier Plus PPO plan design change:

- Increase annual dental benefit maximum to $2,000.

19.3 Vision: The following vision plan is offered by the Court:

VSP Premium – 100% Court Subvention of Single employee rate; employee pays additional cost for Family coverage.

19.4 Life Insurance: $10,000 life and accidental death and dismemberment (AD&D) coverage – 100% Court paid.

19.5 Flexible Spending Account, Court Contribution: $50 per employee, per month. May be applied to: Health/Dental/Vision Premiums; Unreimbursed Medical Care Expenses; Dependent Care Expenses; and, employee Supplemental Life Insurance. Effective January 1, 2008, eliminate this benefit and increase salary step 3 of each job classification by $50 per month (since salary steps are 5% apart other salary steps will be adjusted accordingly).

19.6 **"Share the Savings":** Employees who waive Court health care coverage and provide proof of alternative coverage are eligible to receive $100 per employee, per month. Employees who waive vision coverage are eligible to receive $5 per employee, per month.

7. Flexible Spending Account, Court Contribution: Effective January 1, 2008, $25 per month per employee who elects either Health Net HMO or Kaiser coverage. Employees who do not elect health coverage are not eligible to receive the $25 per month benefit. The $25 per month Flexible Spending Account benefit may be applied to: Health/Dental/Vision premiums; unreimbursed medical care expenses; dependent care expenses; and/or supplemental life insurance.

8. Permanent employees are eligible for health, dental, vision and life insurance benefits (or "Share the Savings") at corresponding premium rates providing they occupy a full time position, or a part time position designated as at least fifty percent (50%) of full time.

9. Effective for employees hired after January 1, 2013, the Court will provide health benefits for registered domestic partners only.

Section 20 - Probation

20.1 **Duration.** All appointments shall be subject to a probationary period. Except as otherwise specified in this MoU, for original entrance appointments, the probationary period shall be nine (9) months and appointees shall be eligible for a step increase upon completion of 6 months. Except as otherwise specified in this MoU, for promotional appointments, the probation period shall be six (6) months .

20.2 **Revised Probationary Period.** When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

20.3 **Criteria.** The probationary period shall date from the time of appointment to a permanent position. It shall not include time served under appointment to limited term positions or any period of continuous absence of fifteen (15) or more calendar days.

For those employees appointed to permanent-intermittent positions with a nine (9) month probation period, probation will be considered completed upon serving fifteen hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full time, credit toward probation completion in the full time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

20.4 **Regular Appointment.** The regular appointment of a probationary employee shall begin on the day following the end of the probationary period, subject to the condition that the Executive Officer state in writing that the services of the employee during the probationary period were satisfactory and that the employee is recommended for permanent appointment. If the Executive Officer fails to issue such a statement within fifteen (15) calendar days of the date the probationary period was due to end, the regular appointment of the probationary employee shall be effected and the permanent appointment shall begin the day following the end of the probationary period.

A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position to which the employee had been promoted shall be restored to a position in the classification from which the employee was promoted.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified, unless mutually agreed otherwise.

20.5 **Layoff During Probation.** An employee who is laid off during probation, if reemployed in the same class, shall be required to complete only the balance of the required probation. If reemployed in another classification, the employee shall serve a full probationary period.

Section 21 - Promotion

21.1 **Competitive Exam.** Promotion shall be by competitive examination unless otherwise provided in this MOU.

21.2 **Promotion Policy.** The Human Resources Officer shall determine whether an examination is to be called on a promotional basis.

21.3 **Open Exams.** If an examination for one of the classes represented by the Union is proposed to be announced on an open only basis, the Human Resources Officer shall give five (5) days prior notice of such proposed announcement and

shall meet at the request of the Union to discuss the reasons for such open announcement.

21.4 **Promotion Via Reclassification Without Exam.** Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his/her position reclassified under the following conditions:

A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.

B. The incumbent of the position must have performed at the higher level for six (6) months.

C. The incumbent must meet the minimum education and experience requirements for the higher class.

D. The action must have approval of the Human Resources Officer.

E. The Union approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

Section 22 - Resignations

An employee's voluntary termination of service is a resignation. Oral and written resignations shall be forwarded to the Court Human Resources Unit immediately on receipt, and written resignations shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the Executive Officer in writing to the employee and shall indicate the effective date of termination.

22.1 **Resignation in Good Standing.** A resignation giving the Executive Officer written notice at least two (2) weeks in advance of the last date of service (unless the Executive Officer requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

22.2 **Constructive Resignation.** A constructive resignation occurs and is effective when:

A. An employee has been absent from duty for five (5) consecutive working days without leave; and

B. Five (5) more consecutive working days have elapsed without response by employee after the mailing of a notice of resignation by the Executive Officer to the employee at the employee's last known address.

22.3 **Effective Resignation.** A resignation is effective when delivered or spoken to the

appointing authority, operative either on that date or another date specified.

22.4 **Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the Executive Officer, except that the rescission of an oral resignation will be an effective rescission, provided (a) it is given in writing by the beginning of the workday following the date of the oral resignation, and (b) the employee was not absent from work without leave during the interim period of time between the issuance of the oral resignation and written rescission of the oral resignation.

22.5 **Appointment Through Reinstatement.** A former court employee separated without fault may, at the discretion of the court, be reinstated within two (2) years from the date of separation to any classification he or she previously had status in, or to any other classification to which reassignment , or voluntary demotion

from his or her former classification would be authorized by court policy without requiring to be certified from an eligibility list.

Section 23 - Dismissal, Demotion, Suspension, and Temporary Reduction in Pay

23.1 **Sufficient Cause for Action.** Employees may be dismissed, demoted, suspended without pay, or have their pay temporarily reduced for cause. The following are sufficient causes for such actions. The list is indicative rather than inclusive of restrictions and dismissal, demotion, suspension, or temporary reduction in pay may be based on reasons other than those specifically mentioned:

A. Excessive absenteeism and/or tardiness, or absence without leave;

B. Abuse of sick leave;

C. Conviction of any serious criminal act;

D. Inappropriate conduct;

E. Unsatisfactory job performance***;***

F. Insubordination;

G. Being at work while under the influence of alcohol or drugs, or possessing alcohol or illegal drugs during work hours and/or on court/county premises;

H. Neglect of Duty;

I. Violation of any lawful or reasonable order given by a supervisor or manager of the court;

J. Misstatement of facts contained in the employee's application or resume,

or as otherwise presented by the employee during the hiring/promotion process;

K. Failure or refusal to undergo any physical, medical, psychological, and/or psychiatric exam and/or treatment ordered by the Executive Officer; or the failure or refusal to authorize the release of any such exam ordered by the Executive Officer;

L. Dishonesty;

M. Theft or unauthorized possession and/or use of funds or property that belongs to the court, county or to another employee;

N. Falsifying or making a material omission on any court document (e.g., time card, demand for payment, court records);

O. Engaging in a personal business enterprise on court or county premises, or during working hours;

P. Disclosure of confidential information;

Q. Possessing or bringing firearms, weapons, or hazardous or dangerous devices onto court/county property;

R. Harassment of, or discrimination against any individual on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, sexual orientation, or age. Harassment may include, but is not limited to, conduct that has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

23.2 **Skelly Requirements**. When the court is considering taking disciplinary action consisting of a suspension without pay, a temporary reduction in pay, a demotion, or a termination, the affected employee shall be given a written notice of the proposed disciplinary action (Skelly Notice). The notice of proposed disciplinary action shall include the following:

A. The proposed action to be taken;

B. The date the action is intended to become effective;

C. The specific grounds and particular facts upon which the proposed disciplinary action will be taken;

D. The materials upon which the charge(s) is based, or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and,

E. A statement informing the employee of his or her right to respond, either orally or in writing, to the charge(s), within seven (7) calendar days of issuance of the notice.

3. **Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the response period may be extended. If the employee's response is not filed within seven (7) days or during any authorized extension, the right to respond is lost.

23.4 Leave Pending Employee Response. Pending response to a Notice of Proposed Action within the initial seven (7) calendar days period, the Court may place the employee on temporary leave of absence, with pay. If the employee has been placed on leave of absence pursuant to this section, the employee shall be considered on leave without pay for any extended response period approved by the Court unless by mutual agreement otherwise.

23.5 Procedure on Dismissal, Suspension, Temporary Reduction in Pay or Disciplinary Demotion.

A. In any disciplinary action to dismiss, demote, suspend, or temporarily reduce the pay of an employee having permanent status in the Court, after having complied with the Skelly requirements where applicable, the disciplining officer shall make an order in writing stating specifically the causes for the action.

B. Service of Order

Said order of dismissal, demotion, suspension, or temporary reduction in pay shall be served either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or five calendar days after deposit in the U.S. Postal Service.

C. Employee Appeals from Order

The employee may appeal an order of dismissal, demotion, suspension, or temporary reduction of pay through the Grievance Procedure of this MoU provided that such appeal is filed in writing with the Court Human Resources Officer within ten (10) working days after service of said order.

23.6 Weingarten. An employee is entitled to have a union representative present at an investigatory interview with the employee's supervisor when the employee reasonably believes that disciplinary action might result. It is the responsibility of the employee to request the presence of a union representative, and when such a request is made by the employee, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present.

23.7 If the employee so requests in writing, a copy of any written disciplinary action affecting an employee shall be furnished to the union.

Section 24 - Grievance Procedure

24.1 **Definition and Procedural Steps**. A grievance is any dispute which involves the interpretation or application of any provisions of this MoU excluding those provisions of this MoU which specifically provide that the decision of any Court official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The union may represent the grievant at any stage of the process. Grievances must be filed at Step 2 within thirty (30) calendar days of the incident or occurrence about which the employee claims to have a grievance except that appeals of letters of reprimand must be filed at Step 2 within ten (10) calendar days after issuance and appeals of higher level disciplinary actions must be filed at Step 3 within ten (10) calendar days after service of disciplinary order. Copies of each written communication on a grievance shall be filed with the Court Human Resources Officer.

Grievances shall be processed in the following manner:

Step 1 - Any employee or group of employees who believes that a provision of this MoU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting.

Step 2 - If a grievance is not resolved in Step 1 above, the grievant may submit the grievance in writing, within thirty (30) calendar days of the incident or occurrence about which the employee claims to have a grievance, or within ten (10) working days after service of a disciplinary order, to the Court Executive Officer or designee. This formal written grievance shall state which provision of the MoU has been misinterpreted or misapplied, how misinterpretation or misapplication has affected him or her to his or her detriment, and the redress he or she seeks. The Court Executive Officer or designee shall have twenty (20) calendar days in which to investigate the merit of the complaint, meet with the grievant(s), if necessary, and respond to the grievance in writing

Step 3 - If a grievance is not resolved at Step 2 above, either party may request in writing, within ten (10) calendar days after the response by the Court Executive Officer or designee, that the matter be referred to non-binding, confidential mediation. Mediation will only occur upon the parties' mutual agreement. The parties will mutually select a mediator, or if agreement on a mediator cannot be reached, the parties may request that a mediator be assigned by the State Mediation and Conciliation Service.

Anything discussed during the mediation will remain confidential and cannot be used or referenced during any subsequent proceedings (i.e. arbitration, a different grievance, etc).

Step 4 - If a grievance is not resolved at Step 2 or 3 above, the grievant may request in writing, within ten (10) calendar days after the response by the Court Executive Officer or designee, or completion of mediation, that the matter be heard by an impartial arbitrator mutually selected by the Union and the Court Executive Officer or designee. If the parties are unable to agree on an arbitrator, a panel of seven arbitrators shall be requested from the State Mediation and Conciliation Service, from which the parties will strike names in order to select the arbitrator to
hear the matter. Each party shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

The hearing proceedings shall conform with the provisions of Government Code sections 71653 (b) through (f).

The arbitrator shall issue a final decision, which shall be binding on the parties. Such decision may be reviewed only pursuant to the California Code of Civil Procedure, section 1280, et seq.

If the arbitrator is hearing an appeal of a disciplinary action (a dismissal, demotion, suspension without pay, or a temporary reduction in pay), the arbitrator's report shall be limited to the issue of whether "cause" existed for the discipline imposed. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any of the court's rules, policies and procedures.

When preparing his or her report and rendering his or her decision on a disciplinary matter, the arbitrator shall ensure the following:

A. That his or her material factual findings are supported by substantial evidence;

B. That his or her decision will not result in placing an employee or member(s) of the public at an unacceptable risk of physical harm from an objective point of view;

C. That his or her decision is in conformance with the law;

D. That his or her decision does not obstruct the court from performing its constitutional or statutory function from an objective point of view;

E. That if his or her decision disagrees with the court's penalty determination, material and substantial evidence has been identified in the record that provides the basis for the disagreement;

F. That if his or her decision is contrary to past practices in similar situations as presented by the court, he or she will offer a discussion of how he or she distinguished the current situation from those past practices as presented by the court;

G. That his or her decision does not expose the court to present or future legal liability other than the financial liability of the actual remedy determined by the hearing officer.

The costs of the arbitrator and court reporter will be shared equally between the parties.

24.2 Letters of Reprimand. Letters of reprimand are subject to the grievance procedure but shall not be processed past step 2.

24.3 Time Limits. The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the Court fails to meet the time limits specified in steps 1 and/or 2 above, the grievance will be deemed denied at that step. If a grievant fails to meet the time limits specified in steps 1, 2, and/or 4 above, the grievance will be deemed to have been settled and withdrawn.

24.4 Compensation Complaints. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Court Human Resources Officer. Only complaints which allege that employees 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 two (2) years from the date upon which the complaint was filed.

24.5 Strike/Work Stoppage. During the term of this MoU, 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, sickout, or refusal to perform customary duties. In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or 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.

24.6 Disputes Over Existence of Grievance. Disputes over whether a grievance exists as defined in Section 24.1 shall be resolved through the grievance procedure beginning at step 2 of the process.

Section 25 - Bilingual Pay

25.1 Designation of Positions. Designation of positions for which bilingual proficiency is required is the sole prerogative of the court. The Union shall be notified when such designations are made.

25.2 Differential. A salary differential of eighty dollars ($80.00) per month shall be paid incumbents of positions requiring bilingual proficiency as designated by the Executive Officer. Effective November 1, 2007, the bilingual salary differential

increases to one hundred ($100) per month. Said differential shall be prorated for employees working less than full time.

Effective January 2014, this section shall apply to the Assistant Family Law Facilitator and Senior Assistant Family Law Facilitator classifications.

25.3 Bilingual Spanish Classifications.
Effective December 31, 2007, establish the classification of Child Custody Recommending Counselor-Bilingual Spanish with a salary 5% above Child Custody Recommending Counselor. Designation of positions as Child Custody Recommending Counselor – Bilingual Spanish and maintenance of assignments is at the sole discretion of the Court Executive Officer. To maintain this designation, individuals designated as Child Custody Recommending Counselor – Bilingual Spanish are required to perform this service for Family Court Services mediations, as well as assist other bilingual members of the public in the lobby, at the front counter and over the phone as needed. The Child Custody Recommending Counselor – Bilingual Spanish does not qualify for the $100 bilingual differential.

Effective July 1, 2017, the Court shall place individuals in the Senior Assistant Family Law Facilitator, Assistant Family Law Facilitator and Self-Help Facilitator series and the Investigator classification who are bilingual Spanish speakers and who meet the following criteria, into a bilingual classification. Bilingual classification shall be 5% above existing classifications. Designation of positions as Bilingual Spanish is at the sole discretion of the Court Executive Officer. Criteria for the bilingual designation is as follows: i.) Interviews, evaluates, and/or directly assists users of court services or collateral sources in an in-depth and professional nature; and ii.) Explains and/or gathers information about legal, family-dynamic, and/or sociological/psychological issues.

Section 26 - Retirement

26.1 Contributions. Court employees are covered under the county's retirement system administered by the Contra Costa County Employees' Retirement Association (CCCERA).

Effective April 1, 2015, each bargaining unit member shall pay an additional 1.25% (one and one-quarter percent) share of the Basic Employee contribution to retirement. The Court will reduce its payment toward the Basic Employee rate in the appropriate corresponding amount.

Effective July 1, 2015, each bargaining unit member shall pay an additional 1.25% share of the Basic Employee contribution to retirement, for a total contribution of 2.5%. The Court will reduce its payment toward the Basic Employee rate in the appropriate corresponding amount.

Intending to come into full compliance with PEPRA, effective the first pay date in June 2016, all bargaining unit members shall pay one hundred percent (100%) of the employee basic contribution to CCCERA. The Court is responsible for one

hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

26.2 **Retiree Health Benefits.** Effective January 1, 2008, newly appointed employees must complete 15 years of permanent service with the Contra Costa County Superior Court in order to be eligible for retiree medical coverage.

For employees hired on or after January 1, 2015 and their eligible family members, no monthly premium subsidy will be paid by the Court for any medical, dental or other health plan after they separate from Court employment.

Employees hired on or after January 1, 2015 will be eligible for a special benefit deferred compensation plan as follows.

The Court will make biweekly contributions equivalent to one hundred fifty dollars ($150) per month to an employee's account in the Court's Deferred Compensation Plan, for all employees who meet all of the following qualifications.

a. The employee was first hired by the Court on or after January 1, 2015; and

b. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week; and

c. The employee defers on a biweekly basis an amount equivalent to a minimum of twenty-five dollars ($25) per month to the Court Deferred Compensation Plan; and

d. The employee has completed, signed and submitted to Court Payroll the required enrollment form for the account; and

e. The annual maximum contribution as defined under the relevant IRC provision has not been exceeded (adding together both the employee's contributions and the Court's contributions) for the employee's account for the calendar year.

Section 27 - Reimbursement

27.1 **Career Development Education and Training Reimbursement.** Permanent employees attending career development education/training courses are eligible to receive reimbursement for up to 50% of the cost of fees and tuition and 100% of the cost of books within the allowable limit of $650.00 per year, except as may otherwise be specified in other sections of this MoU.

27.2 **Professional Development Reimbursement.** Employees in the bargaining unit shall be eligible for reimbursement of up to six hundred twenty-five ($625) for each two (2) year period beginning January 1, 2003, for memberships in professional organizations, subscriptions to professional publications, attendance

fees at job related professional development activities, professional license fees (e.g. MFT and LCSW) and purchase of job-related computer hardware and software. Any unused reimbursement from an immediately prior two-year period will be added to the following two-year period. The maximum reimbursement during any two-year period will be $1,250.

27.3 **Personal Property Reimbursement**. The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.

B. Ordinary wear and tear of personal property used on the job is not compensated.

C. Employee tools or equipment (unless reimbursement is specifically authorized by the Executive Officer) and automobiles are excluded from reimbursement.

D. The loss or damage must have occurred in the line of duty.

E. The loss or damage was not a result of negligence or lack of proper care by the employee.

F. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.

G. The loss or damage to employee's eyeglasses, dentures, or other prosthetic devices did not occur simultaneously with a job connected injury covered by workers' compensation.

H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.

I. The burden of proof of loss rests with the employee.

J. Claims for reimbursement must be processed in accordance with the court's Expense and Travel Reimbursement policy as described in the court's Personnel Plan.

27.4 **Reimbursement for Meal Expenses**. The Court will reimburse meals in accordance with Administrative Office of the Courts (AOC) guidelines.

Section 28 - Mileage

28.1 **Mileage Reimbursement Rate**. Mileage allowance for the use of personal vehicles on court business shall be paid according to the rates established by the Administrative Office of the Courts (AOC).

28.2 **Mileage Reimbursement Policy**. Mileage from an employee's home to the normal work location is not reimbursable. The normal work location is the location to which an employee is regularly assigned. An employee with more than one (1) normal work location shall be reimbursed for the mileage traveled in the same work day between those work locations.

When an employee is temporarily reassigned to a different work location, mileage will be reimbursed in excess of the normal mileage between the employee's home and the regular work location.

Section 29 - Length of Service Definition (For Service Awards and Vacation Accruals)

The length of service credits of each employee of the Court shall date from the beginning of the last period of Court employment (including temporary and permanent status, and absences on approved leaves of absence, and continuous service time as a County employee). When an employee separates from a permanent position in good standing and is reemployed in a permanent Court position, or is reemployed in a permanent Court position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Human Resources Officer shall determine these matters based upon the employee status records in the Court and/or the County Human Resources Department.

Section 30 - Permanent Part-Time Employee Benefits

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they occupy a position designated as at least fifty percent (50%) of full-time. If the employee occupies a position designated as at least fifty percent (50%) of full time, County retirement participation is also included.

Section 31 – Pay Warrant Errors

If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Court or the Court's payroll administrator, the error will be corrected within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays from the time the Court HR/ Payroll Unit is made aware of and verifies that the pay warrant is in error.

Section 32 – Catastrophic Leave Bank

Catastrophic Leave Bank: The Court will operate a Catastrophic Leave Bank which is designed to assist any employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time, or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank.

Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that the employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

Operation. The plan will be administered under the direction of the Court. The Court will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the Court and three (3) members jointly appointed by the employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requestor basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. Any recipient will be limited to a total of 1040 hours or its equivalent per catastrophic event; each donor will be limited to 120 hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Court.
No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amount of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

Section 33 – Performance Evaluations and Training

33.1 Probationary and annual performance evaluations shall be designed to help the employee understand areas where his/her performance meets or exceeds job standards, as well as where and how improvements in job performance can/ should be made. Within 90 days of ratification of the labor agreement, the Union and the Court will commence discussions regarding the implementation of a performance evaluation process for Court Investigators, Child Custody Recommending Counselors, Assistant Family Law Facilitator-Project, Senior Assistant Family Law Facilitator-Project and Senior Self Help Facilitator.

33.2 **Attendance at MCLE**. Per State Bar MCLE requirements, and with advanced approval, Senior Assistant Family Law Facilitators, Assistant Family Law Facilitators, and Senior Self Help Facilitators may attend Court-approved MCLE opportunities necessary to fulfill individuals' periodic MCLE requirements during the work week. No use of accruals will be required for attendance.

Section 34 - Scope of Agreement and Separability of Provisions

34.1 **Scope of Agreement.** Except as otherwise specifically provided herein, this MoU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MoU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MoU by mutual agreement.

34.2 **Separability of Provisions.** Should any section, clause or provision of this MoU be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall

not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MoU.

34.3 **Personnel Plan.** Where a specific provision contained in a section of this MoU conflicts with a specific provision contained in a section of the Personnel Plan, the provision of this MoU shall prevail. It is recognized, however, that certain provisions of the Personnel Plan may be supplementary to the provisions of this MoU or deal with matters not within the scope of representation and as such remain in full force and effect.

Date: _____

SUPERIOR COURT OF CALIFORNIA **COUNTY OF CONTRA COSTA**	**AFSCME, LOCAL #512** **PROFESSIONAL SERVICES UNIT**
_____	_____
_____	_____
_____	_____
_____	_____
	_____

Court Investigator
Court Lead Investigator
Lead Child Custody Recommending Counselor - Family Court Services
Child Custody Recommending Counselor - Family Court Services

Child Custody Recommending Counselor – Bilingual Spanish

Assistant Family Law Facilitator-Project
Senior Assistant Family Law Facilitator-Project
Senior Self Help Facilitator

EXHIBIT B

Addendum to Section 19 - Health and Welfare, Life and Dental

Court Programs. The Court will offer medical, dental, vision and life insurance benefits to all permanent employees in positions with regularly scheduled work hours of twenty (20) or more hours per week.

Rate Information. The Court will make health, vision and dental plan rate information available upon request to employees and will publish and distribute information to employees about rate changes as they occur.

Medicare Rates. Corresponding Medicare rates for employees covered under this MOU shall be as follows: for Employee Only on Medicare by taking the Employee Only rate for the option selected and subtracting the monthly Part B Medicare premium withheld from Social Security payments for one enrollee; for Employee and Dependent(s) with one member on Medicare by taking the Employee and Dependent(s) rate for the option selected and subtracting the monthly Part B Medicare premium withheld from Social Security payments for one enrollee; for Employee and Dependent(s) with two members on Medicare by taking the Employee and Dependent(s) rate for the option selected and subtracting the monthly Part B Medicare premium withheld from Social Security payments for two enrollees.

Partial Month. The Court's contribution to the Health Plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Court or the Court's designee. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan. An employee is thus covered by the health plan for the month in which compensation is paid.

Coverage During Absences. An employee on approved leave shall be allowed to continue his/her health plan coverage at the Court group rate for twelve (12) months provided that the employee shall pay the entire premium for the Health Plan during said leave.

An employee on leave in excess of twelve (12) months may continue health plan coverage by converting to an individual health plan option (if available) or continuing group coverage subject to the provisions of the Consolidated Omnibus Budget Reduction Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the Court. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

An employee who terminates Court employment may convert to individual health plan coverage, if available, or may continue Court group health plan coverage to the extent provided under COBRA by making premium payments to the Court or the Court's designee at a time and place specified by the Court.

Retirement Coverage. Upon retirement, employees may remain in the same Court group health and/or dental plan(s) if immediately before their retirement they are either active subscribers to one of the Court health and/or dental plans, or if on authorized leave of absence without pay they have retained their membership by either continuing to pay their monthly

premium(s) to the Court by the deadlines established by the Court or converting to individual conversion membership from the Court plan through the health and/or dental plan carrier, if available. The amounts retirees contribute for health and/or dental plan coverage shall be equivalent to the contributions made by active employees. Retiree coverage shall not include life insurance, vision insurance or employer paid flexible spending account contributions. Retirees are not eligible to participate in the "Share the Savings" program.

Retiree Health Benefits: Effective January 1, 2008, newly appointed employees must complete 15 years of permanent service with the Contra Costa Superior Court in order to be eligible for retiree medical coverage.

Dual Coverage. If a husband and wife both work for the Court and one of them is laid off, the remaining eligible shall be allowed to enroll or transfer into the health coverage combination of his or her choice.

An eligible employee who is no longer covered for medical, vision or dental coverage through a spouse's coverage shall be allowed to enroll or transfer into the health coverage combination of his or her choice within thirty (30) days of the date coverage is no longer afforded under the spouse's plan.

Health Care Spending Account. The Court will offer regular full-time and part-time (20140 or greater) employees the option to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a pre-determined amount of money from their paycheck, not to exceed limits established by law, for health care expenses not reimbursed by any other health benefits plan with before tax dollars. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. The employee cannot recover any unused balance.

PERS Long Term Care. The Court proposes to deduct and remit monthly premium and eligible lists to the PERS Long Term Care Administrator, at no Court administrative cost, for Court employees who are eligible and voluntarily elect to purchase long term care through the PERS Long Term Care Program. The Court further agrees that Court employees interested in purchasing PERS Long Term Care may participate in meetings scheduled by PERS Long Term Care in Court or County facilities during non-work hours (i.e. rest breaks, lunch hour).

Deferred Retirement. Effective two months following an approved agreement, employees who resign and file for a deferred retirement may continue in their Court group health and dental plan; the following conditions and limitations apply:

a. Life insurance is not included.

b. To be eligible to continue health and dental coverage, the employee must:

1. be qualified for a deferred retirement under the 1937 Retirement Act provisions;

2. be an active member of a Court group health and/or dental plan at the time of

filing their deferred retirement application and elect to continue health benefits;

3. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty- four (24)months of their application for deferred retirement.

4. file an election to defer retirement and to continue health benefits hereunder with the Court within thirty (30) days before their separation from Court service.

c. Deferred retirees who elect continued health benefits hereunder may maintain continuous membership in their Court health and/or dental plan group during the period of deferred retirement at their full personal expense, by paying the full premium for their health and dental coverage on or before dates prescribed by the Court. When they begin to receive retirement benefits, they will qualify for the same health and/or dental plan coverage and Court subvention to which retirees who did not defer retirement are entitled.

d. Deferred retirees who elect continued health benefits hereunder may elect not to maintain participation in their Court health and/or dental plan during their deferred retirement period; and may instead qualify for the same coverage and court subvention in any Court health and/or dental plan when they begin to receive retirement benefits as retirees who did not defer retirement are entitled; provided reinstatement to a Court group health and/or dental plan with Court subvention occurs no sooner than the first of the month following a full three (3) calendar month waiting period after the commencement of their monthly allowance.

e. Eligibility for Court subvention will not exist hereunder unless and until the member draws a monthly retirement allowance within not more than twenty-four (24) months after separation from Court service.

f. Deferred retirees are required to meet the same eligibility provisions for health/dental plans as active/retired employees.

EXHIBIT C

September 11, 2007

Lenny McBride
Business Agent
AFSCME Local No. 2700
1900 Embarcadero, Suite 305
Oakland, CA 94606

Dear Mr. McBride:

I am writing to confirm the understanding we have reached to establish a joint Labor/ Management Committee to begin meeting on a bi-annual (twice per calendar year) basis beginning in 2008, after the completion of the current collective bargaining process. Additional meetings may be scheduled as needed and if requested by either the Union or Management, or regularly scheduled meetings may be postponed or cancelled if requested by either the Union or Management.

The purpose of the meetings will be to engage in cordial and productive discussions regarding issues of general interest to the membership and/or management. The purpose of the meetings will not be to discuss grievances and/or personnel matters regarding specific individuals. Release time will be afforded for one Court Investigator and one Mediator to attend the Labor/Management Committee meetings. The Union will provide management with the names of employee representatives at least two weeks in advance of meeting dates.

The Labor/Management Committee will continue in existence as long as both the Union and Management believe the Committee is useful and productive. Committee meetings may be suspended, or the Committee may be disbanded at any time by either the Union or Management.

Sincerely,

Paul Kunkel
Human Resources Director

SIDE LETTER OF AGREEMENT
AFSCME Local 512
and
Superior Court of California, County of Contra Costa

The parties, having met and conferred in good faith, agree as follows:

1. The labor agreement will be extended until September 30, 2012.

2. The 3% increase in pay that was otherwise due on September 21, 2009 will be made effective September 29, 2012.

3. Court Health Plan Contribution Rates:

A. Through December 31, 2010, the Court will pay 80% (60% for the PPO) of the monthly premium subvention for employees and their eligible family members for the medical and dental plans, with the employees paying the balance of the premium 20% (40% for PPO).

B. Premium Subsidy after December 31, 2010.

Beginning in January 1, 2011, the Court subvention described in Paragraph A, above, shall be as follows: (i) That portion of any increase over the previous year's total premium charged by the plan(s) which is equal to or less than an 11% increase over the previous year's premium shall be split 50/50 between the Court and the Employees; (ii) that portion, if any, of the increase over the previous year's premium which is in excess of an 11% increase over the previous year's premium shall revert to the subvention set forth in Paragraph A, above; and (iii) the balance of the premium shall continue to be paid as it was in the previous year. Example attached. If in any year beginning on or after January 1, 2011, there is either no change or a decrease in the total premium charged by the plan(s), the subvention set forth in Paragraph A shall apply.

Except as otherwise set forth herein in this paragraph 3(A & B), the language in Section 19 of the labor contract, "Health and Welfare, Life and Dental Care," including the language on co-payments, shall continue in full force and effect for the period of the contract extension.

4. No mediator or court investigator shall be furloughed during the period of the contract or the contract extension.

5. If in FY 09-10, FY 10-11 or FY 11-12, the State provides a restored level of SAL funding in the amount of $1.8 million ($600K lost in 08-09 plus $1.2 M lost in 09-10), then the Court will either restore the 3% earlier than stated in item #2 above, and/or restore position(s) to the bargaining unit. The Court and Local 512 to meet at such time to discuss same.

AGREED, this ___ day of December, 2009.

AFSCME Local 512

Superior Court of California, County of Contra Costa

2/22/10

1

4/15/13

Side Letter of Agreement
AFSCME Local 512 & Superior Court, County of Contra Costa
April 15, 2013

The Court and AFSCME Local 512 agree as follows with regard to Limited Term Child Custody Recommending Counselors ("L/T CCRCs"), Limited Term Court Investigators ("L/T Investigators"), and Limited Term (Sr.) Assistant Family Law Facilitators - Project ("L/T Facilitators").

1. The terms listed below are applicable to all Limited Term positions in Local 512 except as stated otherwise.

2. The duration of all these Limited Term positions shall be through December 31, 2013, except in the event available one-time funding exists for an extension, in which case such terms shall be through June 30, 2014, at the discretion of the Court. Persons holding these Limited Term positions shall have no expectation of employment beyond the specific term or extended term set forth in this paragraph.

3. The Court recognizes AFSCME Local 512 as the representative for these Limited Term positions. All Limited Term employees are covered by the current MOU, except as otherwise stated herein.

4. These positions will be required to serve a nine (9) month probationary period as outlined in Section 20 - Probation of the AFSCME Local 512 MOU.

5. If the Court determines it is necessary to eliminate any of the Limited Term positions at any time between initial hire and the end of the term, it shall provide at least 30 (thirty) calendar days notice to the Union and to the individual(s) holding the positions(s).

6. Except for the current incumbent L/T CCRCs (3) and L/T Facilitator (1), as of April 15, 2013, Limited Term employees will not be entitled to the provisions outlined in AFSCME Local 512 MOU, Section 9.2 Separation through Layoff, upon the termination of their Limited Term position.

7. The current incumbent L/T CCRCs (3) and L/T Facilitator (1) as of April 15, 2013 shall, upon the expiration of their terms set forth herein, or at any sooner elimination of their positions, be entitled to first rights of refusal for any regular CCRC or Facilitator position, respectively, which the Court determines to fill, consistent with the terms of Section 9.2 of the AFSCME Local 512 MOU.

8. Individuals hired as a Limited Term employee do not have any rights or entitlement to future permanent employment during or beyond the conclusion or elimination of their respective Limited Term position.

TA
Felix M
4/15/13

9. In the event that the Court posts an open recruitment for the positions(s) of Facilitators, CCRC(s) and/or Investigator(s), individuals who may have worked in a Limited Term position will be required to apply for such positions(s) as all other applicants and will have no right to seniority or preference due to their Limited Term employment.

10. All Limited Term positions will be funded by the Court's currently available one time reserves.

SO AGREED.

4/20/13
Date

Felix M. Huerta Jr.
AFSCME Local 512

4-15-13
Date

J. Carmesco
Contra Costa Superior Court

TENTATIVE AGREEMENT
Contra Costa Superior Court
and
AFSCME Local 512

January 3, 2013

1. Duration

Four years. 10-1-12 through 9-30-16

2. Lump Sum Payment

Effective the first payroll period feasible following ratification and approval of this Agreement:

One-time taxable lump sum payment of $500 to every bargaining unit member.

3. Temporary Increase to Personal Holiday Credit for Term of This Agreement Only

Effective upon ratification and approval of this Agreement in 2013, and on January 1 of each subsequent year of this Agreement (2014, 2015, and 2016): Each employee will receive one *additional* floating holiday of eight (8) hours. This increase applicable only for each year of this four-year Agreement. Effective upon ratification and approval of this Agreement, and for the term of this four-year Agreement only, the accrual cap on personal holiday credit shall be increased to forty-eight (48) hours.

4. Furloughs

Section 6 - Wages

In lieu of permanent salary cuts, bargaining unit members will have unpaid furlough days as follows:

- No furlough days during FY 2012-13
- 8 furlough days during FY 2013-14, with an economic re-opener 10/1/13
- 9 furlough days during FY 2014-15, with an economic re-opener 10/1/14
- 10 furlough days during FY 2015-16, with an economic re-opener 10/1/15

Furlough days to be assigned in conjunction with existing paid holiday periods, e.g., Thanksgiving holidays, Christmas holiday, and New Year holiday. Employees will receive pay for such holidays, per Section 12. Employees working essential services on such furlough days will furlough on alternate days to be scheduled in advance. Corresponding pay reductions will be smoothed equally over all pay periods in each 12-month period.

5. Leaves

Section 12 – Paid Personal Leave

Effective ~~January 1, 2002~~ upon ratification and approval of this Agreement, permanent employees in the classifications of ~~Mediator~~ Child Custody Recommending Counselor - Family

Court Services~~, and Lead Mediator – Family Court Services~~ shall be afforded ~~sixty (60)~~ seventy-five (75) hours of paid personal leave each calendar year. Said personal leave is provided to recognize both the fact that these employees do not and will not receive payment for overtime and the unavailability of compensatory time off for these employees. The personal leave is credited on January 1st each year and is pro-rated for employees in part-time positions. Any unused balance of personal leave is "zeroed out" at calendar year end. The use of personal leave is subject to mutual agreement between the supervisor and the employee.

* * *

Section 13 – Sick Leave

* * *

Delete current Sick Leave section 13.5.G (Death of a Family Member), and replace with a new, separate section of the Agreement (separate from the Sick Leave article) entitled Bereavement Leave:

~~G. Death of a Family Member. When an employee's immediate family member dies. In each case, the employee may use up to three (3) working days, plus up to two (2) additional working days for necessary travel. Use of additional accruals, including sick leave, when appropriate, may be authorized by the Executive Officer or designee.~~

New, separate section (separate from the Sick Leave article):
Bereavement Leave. When an employee's immediate family member, as currently defined in Section 13.7.A, dies, the employee may use up to five (5) working days per occurrence, paid time off for bereavement purposes without the use of employee accruals. Use of additional accruals, including sick leave, when appropriate, may be authorized by the Executive Officer or designee.

* * *

Section 16 – Leaves of Absence

* * *

16.2 Medical Leave

* * *

C. Duration

An employee eligible for medical leave under this policy is eligible to take up to a maximum of ~~18~~ 12 (twelve) workweeks of family care/medical leave within a rolling 12-month period (measured backwards from the date the leave begins). [*remainder of section unchanged*]

* * *

16.4 Family Care Leave

* * *

C. Duration

Eligible employees may take up to ~~18~~ 12 (twelve) workweeks of family care/medical leave within a rolling 12-month period (measured backwards from the date the leave begins). [*remainder of section unchanged*]

6. Domestic Partners

Section 19 – Health and Welfare, Life and Dental Care

* * *

Add new subsection: 19.9 Effective for employees hired after January 1, 2013, the Court will provide health benefits for registered domestic partners only.

7. Retiree benefit for employees yet-to-be hired

Section 26 - Retirement

Court employees are covered under the county's retirement system administered by the Contra Costa County Retirement Association. The court shall make contributions towards employee retirement costs in the same manner as the county does in accordance with Section 28 of the 1999-2005 MOU between the union and the county.
The court agrees to continue 2 for 1 conversion program through October 31, 2005, or if continued by the County, through 12/31/05.

Retiree Health Benefits: Effective January 1, 2008, newly appointed employees must complete 15 years of permanent service with the Contra Costa County Superior Court in order to be eligible for retiree medical coverage.

For employees hired on or after January 1, 2015 and their eligible family members, no monthly premium subsidy will be paid by the Court for any medical, dental or other health plan after they separate from Court employment.

Employees hired on or after January 1, 2015 will be eligible for a special benefit deferred compensation plan as follows.

The Court will make biweekly contributions equivalent to one hundred fifty dollars ($150) per month to an employee's account in the Court's Deferred Compensation Plan, for all employees who meet all of the following qualifications.

a. The employee was first hired by the Court on or after January 1, 2015; and

b. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week; and

c. The employee defers on a biweekly basis an amount equivalent to a minimum of twenty-five dollars ($25) per month to the Court Deferred Compensation Plan; and

d. The employee has completed, signed and submitted to Court Payroll the required enrollment form for the account; and

e. The annual maximum contribution as defined under the relevant IRC provision has not been exceeded (adding together both the employee's contributions and the Court's contributions) for the employee's account for the calendar year.

8. Compensatory Time

- ~~D. Employees may not use more than 90 hours of compensatory time in any fiscal year period (July 1 - June 30).~~

- Effective upon ratification and approval of this Agreement, on a one-time basis only, each Investigator shall have twelve (12) hours of compensatory time off added to his/her compensatory time accrual bank.

9. LMC Issues

- *Parties to address efficiency issues re Probate Investigations Unit, in the LMC.*
- *Parties to address health care options in the LMC.*

10. Section 29 - Length of Service Definition (For Service Awards and Vacation Accruals)

The following change will be effective following ratification and approval of this Agreement – Prospective Effect Only – Accrual at Higher Rate to Begin First Full Payroll Period Following Ratification and Approval of this Agreement:

The length of service credits of each employee of the Court shall date from the beginning of the last period of ~~continuous~~ Court employment (including temporary and permanent status, and absences on approved leaves of absence, and continuous service time as a County employee). When an employee separates from a permanent position in good standing and ~~within two (2) years~~ is reemployed in a permanent Court position, or is reemployed in a permanent Court position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Human Resources Officer shall determine these matters based upon the employee status records in the Court and/or the County Human Resources Department.

SO AGREED. January 3, 2013.

For AFSCME Local 512:	For Contra Costa Superior Court:

TENTATIVE AGREEMENT
AFSCME Local 512
&
Contra Costa Superior Court
May 20, 2013

The parties agree to AMEND their labor contract, being the MOU for the term October 1, 2012, through September 30, 2016, as follows:

> The parties having met pursuant to the economic reopener for 2013, it is agreed that there shall be **No furlough days for FY 2013-14**.

The parties agree to recommend this tentative agreement to their respective constituencies.

SO AGREED.

Felix M. Hurtado — Date: 5/20/13
For AFSCME Local 512

Sue Mayo 5/20/13
5/20/13
Scott Thomas 05-20-13

Date: 5/20/13
For Contra Costa Superior Court

5/20/13
5/20/13

TENTATIVE AGREEMENT
January 15, 2014

Superior Court of California, County of Contra Costa
and
AFSCME 512

- Upon ratification and approval of this Agreement to incorporate the Facilitators into the MOU, the Facilitators will be incorporated into the existing MOU as follows.
  - List of classifications phrased as proposed by AFSCME on 7/26/13 (Exh. A), with addition of Limited Term titles;
  - Facilitators not subject to contractual overtime per Section 8;
  - Facilitators are subject to Paid Personal Leave per Section 12.1;
  - Facilitators are subject to the first two paragraphs of Section 25;
  - Facilitators are subject to Section 33.
- AFSCME 512 may raise any economic issues regarding the Facilitators in the parties' economic reopener for 2014.
- Once the Facilitators are incorporated into the MOU, the Court shall notify the Union which of such employees have been designated as bilingual.
- The Court shall develop a job description(s) for the Facilitators within 90 (ninety) days of ratification and approval of this Agreement to incorporate the Facilitators into the MOU. The Court will meet and confer with AFSCME 512 as part of the economic reopener for 2014, over the impact and effects, if any, of such job description(s).
- Per State Bar MCLE requirements, and with advanced approval, Facilitators may attend Court-approved MCLE opportunities necessary to fulfill individuals' periodic MCLE requirements during the work week. No use of accruals will be required for attendance.
  - The Court will guarantee at least one of the Facilitators can attend live sessions of the Garrett Dailey annual Family Law Update when offered during the work week.
  - Facilitators not able to attend the live sessions of the Garrett Dailey annual Family Law Update because of coverage needs may view that MCLE program on court-provided DVDs either during the regular workday without loss of pay and without use of accruals, or on their own time, at their option. The Court, at its discretion, may also provide such DVDs for other MCLE programs.

The parties agree to recommend this tentative agreement to their respective constituents:

For AFSCME 512:

1/15/14

1/15/14

Sue Mayo 1/15/14

For Contra Costa Superior Court:

1/15/14

1/15/14

1/15/14

Exhibit A
Classifications in the Professional Services Unit

Court Investigator
Court Lead Investigator
Lead Child Custody Recommending Counselor – Family Court Services
Child Custody Recommending Counselor – Family Court Services
Child Custody Recommending Counselor – Bilingual Spanish
Assistant Family Law Facilitator – Project
Senior Assistant Family Law Facilitator – Project
Senior Self Help Facilitator ~~– Project~~
Limited Term Assistant Family Law Facilitator - Project
Limited Term Senior Assistant Family Law Facilitator - Project

TENTATIVE AGREEMENT
AFSCME Local 512
&
Contra Costa Superior Court
July 11, 2014

Pursuant to the economic reopener for 2014, the parties agree to AMEND their labor contract, being the MOU for the term October 1, 2012, through September 30, 2016, as follows:

It is agreed that there shall be four (4) furlough days implemented for FY 2014-15, instead of nine (9) furlough days.

Pursuant to their 2014 economic reopener, the parties shall continue to negotiate economic issues other than the reduction of furlough days from nine to four.

The parties agree to recommend this tentative agreement to their respective constituencies.

SO AGREED.

For AFSCME Local 512 Date: 7/17/14

For Contra Costa Superior Court Date: 7/17/14

T/A
8/19/14

Contra Costa Superior Court
Counterproposal to AFSCME Local 512
Economic Reopener Negotiations 2014
August 19, 2014

Vacation Cap

Increase vacation accrual cap to a total of 600 hours for all unit members for FY 2014-15 and for FY 2015-16.

T/A
8/19/14

8/19/14

Contra Costa Superior Court
Counterproposal to AFSCME Local 512
Economic Reopener Negotiations 2014
August 19, 2014

TA
Felicia M. Huerta
8/19/14

Pay for Time Not Worked Before Certain Holidays

When the Court closes at 3:00 on days before Thanksgiving, Christmas, and New Year's holidays, full-time employees will be released from duty two hours prior to their regular ending time without loss of pay (unless day before any such holiday is a furlough day). Essential staff required to remain will be released two hours early with pay on alternate days as designated by the Court.

Employees on full-day vacation on such days will be credited with two hours for which they need not use vacation time.

T.A. DMM
8/19/14

8/19/14

TENTATIVE AGREEMENT
Updated per Agreement of the Parties
Through their Representatives
Contra Costa Superior Court
and
AFSCME Local 512

January 26, 2015

1. Effective April 1, 2015, bargaining unit members shall receive a 1.75% (one and three quarters percent) increase in base pay in exchange for each bargaining unit member paying an additional 1.25% (one and one-quarter percent) share of the Basic Employee contribution to retirement. The Court will reduce its payment toward the Basic Employee rate in the appropriate corresponding amount.

2. Effective July 1, 2015, bargaining unit members shall receive an additional 1.75% increase in base pay, for a total increase of 3.5%, in exchange for each bargaining unit member paying an additional 1.25% share of the Basic Employee contribution to retirement, for a total contribution of 2.5%. The Court will reduce its payment toward the Basic Employee rate in the appropriate corresponding amount.

3. Effective ~~April 1, 2015~~March 31, 2015, one-time lump sum payment in the gross amount of $1,000 (one thousand dollars) to each bargaining unit member on the payroll on such date, less applicable deductions. Pro-rated for part-time and for employees hired after the start of the 14-15 fiscal year.

4. Court agrees to prepare job description(s) for those positions designated as bilingual pursuant to Section 25 of the labor contract.

5. AFSCME 512 may raise any economic issues regarding the Facilitators in the parties' economic reopener for 2015-16.

6. The parties agree to continue the 2014-15 economic reopener after April 1, 2015, for the exclusive purpose of addressing additional one-time money, if any, made available to the Court from the Judicial Council beyond the 75% already projected to be returned from the Emergency Reserve Set Aside.

7. One-time Discretionary Vacation Buy-Back

a. The parties agree that Facilitators (AFLFs and Sr.AFLFs and Sr. Self-Help Facilitator) shall be included in Section 11.6 for Vacation Buy Back.

b. Within Court discretion, one-time vacation buy-back potential for FY 2014-15, for bargaining unit members not already covered by Vacation Buy-Back provision in MOU Section 11.6. Discretionary leave buy back as follows:

- The Court in its discretion will determine in each fiscal year whether there is sufficient funding to offer leave buy back and to determine the amount of funds that will be set aside for the program.
- The determination by the Court regarding whether there is sufficient funding to offer leave buy back will typically be made near the end of each fiscal year (i.e., in mid to late Spring).
- Eligible employees will be permitted at a designated time each fiscal year to make an irrevocable election to cash out a portion of the employee's accrued vacation.
- In the event the total amount of employee elections exceeds the amount set aside by the Court for that fiscal year, each electing employee will receive a proportional amount of his or her election. For example, if the total elections submitted by eligible employees are $25,000 and the Court sets aside $20,000 for the buy back program – 80% of the amount requested – then each employee will receive 80% of the amount he or she elected.
- Employees covered by the MOU's vacation buy back provision would not be eligible for this new program.

8. Amend August 19, 2014, T/A on MOU Sec. 11.2 so as to increase vacation accrual cap to a total of 600 hours for all unit members, with no sunset date.

9. Further Temporary Increase to Personal Holiday Credit

Each bargaining unit member will temporarily receive an additional eight (8) hours personal holiday credit, for a total of three (3) floating holidays for the 2014-15 year and a total of three (3) floating holidays for the 2015-16 year, only. In addition, the accrual cap on personal holiday credit shall temporarily be increased to fifty-six (56) hours through the 2015-16 contract year only. Pro rated for part time.

SO AGREED. The parties agree to recommend this Tentative Agreement to their respective constituencies.

January 26, 2015

for AFSCME Local 512:

/s/
/s/
/s/
/s/

January 26, 2015

For the Superior Court:

/s/
/s/
/s/

Contra Costa Superior Court
Tentative Agreement with AFSCME Local 512
Economic Reopener Negotiations 2015
June 5, 2015

One-time lump sum payment

Conditioned upon ratification by the bargaining unit prior to June 19, 2015, one-time lump sum payment in the gross amount of $2,500 (two thousand five hundred dollars) to each bargaining unit member on the payroll on June 26, 2015, less applicable deductions. Pro-rated for: part-time, for employees in unpaid status, and for all employees hired after January 1, 2015. If another unit receives any such payment in an amount above the amount identified above, this unit shall also receive the difference.

DATED: 6/5/15

CONTRA COSTA SUPERIOR COURT	AFSCME LOCAL 512

TENTATIVE AGREEMENT
Contra Costa Superior Court
and
AFSCME Local 512

June 29, 2015

2015-16 Furloughs

The parties agree as follows:

Amending the agreement reached on January 3, 2013, for ten (10) furlough days during FY 2015-16, there shall instead only be five (5) furlough days during FY 2015-16, to be assigned in conjunction with existing paid holidays in FY 2015-16, e.g., Thanksgiving, Christmas and New Year. Smoothing to commence first pay date in July 2015, to be spread equally over 12 months.

The parties will meet in Fall 2015 to address that number, if any, of the five furlough days that will be implemented for FY 2015-16.

There continues to be a FY 2015-16 economic re-opener 10/1/15.

SO AGREED.

June 29, 2015

CONTRA COSTA SUPERIOR COURT

AFSCME LOCAL 512

Contra Costa Superior Court
Counterproposal to AFSCME Local 512
Regarding Meet & Confer per MOU Section 7.1
June 29, 2015

4/10 Workweek for Investigators

1. Effective the first pay period in August 2015, Investigators shall be entitled upon reasonable advance request to work a 4/10 workweek.

2. Such workweeks shall consist of 10 hours worked per day, four days per week.

3. Regular workday off.

   a. Investigators may request their preferred regular workdays off, which shall be assigned by the Court according to operational needs.

   b. Best efforts shall be made to grant an Investigator's individual preferences, using seniority to break any conflicts in assignments.

   c. Once assigned, an Investigator's regular workday off shall generally remain in place for a period of at least 10 weeks.

   d. Should work be required on a regular workday off (e.g., testimony or mandatory staff meeting), the Investigator will work that day and take an alternate day off during the same pay period, to be selected with advance approval of his/her supervisor.

4. Should a paid holiday occur on a participating Investigator's regular weekday off, the Investigator may select an alternate day off during that same pay period, with advance approval of his/her supervisor.

5. Should the Court have operational concerns with the 4/10 schedules after implementation, the Court shall notify Local 512 and the parties will meet and confer to address such concerns.

TA Sue Mayo 6/29/15 Contra Costa Superior Court

TENTATIVE AGREEMENT

Contra Costa County Superior Court
and
AFSCME Local 512

Economic Reopener Negotiations 2015

The parties agree as follows:

1. Furlough Days:

   Discontinue deductions from pay for furloughs ("smoothing"). No furloughs for 2015-16. Effective the first pay period practicable following ratification and approval, amounts collected through smoothing will be refunded.

2. One-Time Discretionary Vacation Buy Back:

   Apply One-time Discretionary Vacation Buy Back, agreed to on January 26, 2015, on an ongoing annual basis rather than just for 2014-15 as earlier agreed.

3. Retirement Contribution Swap

   Whereas, in the 2015 Economic Reopener negotiations, the Court had proposed to Local 512 that ongoing equity stipends be provided to those paying the highest CCCERA contributions, to ensure no employee's net pay suffered a loss due to the Retirement Contribution Swap; and

   Whereas, AFSCME Local 512 did not agree with the Court's equity stipend approach because some unit members in the same job classification would have different gross pay due to the equity stipends; and

   Whereas, desiring to reach agreement, the Court agreed to withdraw its equity stipend proposal;

   Now therefore, the parties agree as follows:

   a. Retirement Contribution:

   Intending to come into full compliance with PEPRA, effective the first pay date in June 2016, all bargaining unit members shall pick up pretax payment of that portion of their Employee Basic contribution to CCCERA retirement that is currently being picked up by the Court, to reach the full Employee Basic contribution. The Court will reduce its pick-up of the Employee Basic contribution in the appropriate amount.

b. Salary Increase:

Effective the first pay date in June 2016, the Court shall increase base salary by 1.95%.

c. Lump Sum Payment:

Effective the first pay period practicable following ratification and approval, each bargaining unit member shall receive a one-time payment in a gross amount equivalent to 1.76% of annual base salary.

d. Continued Economic Reopener Negotiations

The parties agree to continue the 2015-16 economic reopener after April 1, 2016, for the purpose of addressing additional one-time money, if any, available for the bargaining unit. AFSCME 512 may also raise any economic issues regarding the Facilitators at that time.

The parties agree to recommend this Tentative Agreement to their respective constituents.

SO AGREED.
December 10, 2015

AFSCME Local 512

Sue Mayo

Contra Costa County Superior Court

TENTATIVE AGREEMENT

Contra Costa Superior Court
and
AFSCME Local 512

June 27, 2016

The parties having met and conferred in good faith, agree as follows:

1. Term

Extend labor agreement for one year, to expire September 30, 2017, closing economic issues except as set forth herein.

2. Limited Negotiations during 2016-17

A. Each party may open up to five (5) non-compensation subjects to bargain prior to September 30, 2017.

As one of the Court's five such subjects, the Court proposes Local 512 participate in a joint labor-management Benefits Committee to address achievement of improved health benefit plans for Court employees.

3. One time money

a. All bargaining unit employees on payroll as of June 27, 2016, shall, effective the pay period including June 27, 2016, receive a one-time payment in the gross amount of $2,500, less all applicable deductions.

b. In addition, all bargaining unit employees on payroll as of June 27, 2016, shall, effective the pay period including June 27, 2016, receive a one-time payment in a gross amount equivalent to 3.0% of annual base salary as of June 27, 2016.

c. If another unit receives more one-time money, this unit shall receive it as well.

4. Longevity stipend

a. All bargaining unit employees who have five or more years continuous Court service as of January 1, 2017, shall, subject to the contingencies outlined below, receive a longevity stipend equal to 4%, to be paid out proportionally in each pay check through the end of the contract period only.

b. If the Court's projection of FY 2016-17 Civil Assessment net revenue (net of collection costs and Maintenance of Effort obligations) through October 31,2016, indicates such net revenue shall be less than $3.25 Million for FY 2016-17, the longevity stipend may not be implemented as set forth above in paragraph 4.a.

c. In the event the longevity stipend is not implemented, the parties will promptly meet to negotiate possible deferral or compensation adjustments.

d. The parties agree that this unit should be offered the same unit-wide economic agreement for FY 2016-17, if any, reached with another bargaining unit. Therefore, if a different unit-wide agreement is reached with another unit for FY 2016-17, the Court and Local 512 shall promptly meet to assess the value of that agreement to the Local 512 unit. The Court will offer 512 the same unit-wide economic package for 2016-17, measured per person, in lieu of this item 4 a-c, of this package. If the economic package of the other unit is structured as a multi-year contract, 512 unit members shall only be offered the fiscal year 2016-17 portion.

5. Effective July 1, 2017, bargaining unit members in the Sr./Asst. Family Law Facilitator and Self-Help Facilitator series shall receive a 3% wage adjustment, in recognition of the adjustment received by the other AFSCME Local 512 bargaining unit members on September 29, 2012.

6. Bilingual Classification - Effective July 1, 2017, amend MOU Section 25, last paragraph, to incorporate the following.

   a. The Court shall place individuals in the Sr./Asst. Family Law Facilitator and Self-Help Facilitator series and the Investigator classification who are bilingual Spanish speakers and who meet the following criteria, into a bilingual classification.
   b. Bilingual classification shall be 5% above existing classifications.
   c. Designation of positions as Bilingual Spanish is at the sole discretion of the Court Executive Officer.
   d. Criteria:
      i. Interviews, evaluates, and/or directly assists users of court services or collateral sources in an in-depth and professional nature, and
      ii. Explains and/or gathers information about legal, family-dynamic, and/or sociological/psychological issues.

7. Negotiations – The parties shall commence bargaining for a successor agreement after April 1, 2017. Negotiations may also address one-time money, if any, available for the bargaining unit and/or possible acceleration of paragraphs 5 and 6 for FY 2016-17, if funds allow.

The parties agree to recommend this Tentative Agreement to their respective constituents.

SO AGREED

June 27, 2016

For AFSCME Local 512:

For Contra Costa Superior Court:

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