

SEIU Local 721
Superior Court of California,
County of Los Angeles

Supervisory Unit 867

Memorandum of Understanding

June 30, 2014,
through
July 1, 2016



MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO THE JUDGES OF THE
LOS ANGELES SUPERIOR COURT
REGARDING THE SUPERVISORY UNIT

THIS MEMORANDUM OF UNDERSTANDING MADE AND ENTERED INTO
ON:

DATE: June 30, 2014

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management" of the
Superior Court of California, County of Los Angeles
(hereinafter referred to as the "Court"))

AND

Service Employees International Union, Local 721,
CTW, CLC (hereinafter referred to as "the Union")

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ARTICLE I PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Judges of the Superior Court.

ARTICLE 2 RECOGNITION

Section 1

Pursuant to the provision of applicable State Law, Court Management hereby recognizes SEIU, Local 721, as the certified majority representative employees in the Los Angeles Superior Court Supervisory Unit. The term "employee" or "employees" as used herein shall refer only to Court employees in the following classifications which comprise this Unit.

9787 Court Services Supervisor

Section 2

Management agrees that it shall recognize SEIU, Local 721, as the Exclusive representative for members of this Unit within the scope of negotiations affecting wages, hours, and working conditions.

ARTICLE 3 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of The Union and all other rights provided by the Trial Court Employment Protection and Governance Act. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights. The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, age, national origin, political or religious affiliation, disability status, gender or sexual orientation.

The use of all nouns, pronouns, and adjectives contained in this Agreement are used in their generic sense and are not intended to indicate any distinction based upon gender.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the Personnel and Budget Committee. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until the Executive Judicial Committee, hereinafter referred to as the Committee acts to approve said Memorandum of Understanding.

Following approval of this agreement by the Personnel and Budget Committee and ratification by members of this Unit, management will expedite the submission of this Memorandum of Understanding to the Committee for its approval.

Notwithstanding the foregoing, in the event the Judges, or the State Legislature fail to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval of the Judges, or the state legislature.

Implementation shall be effective as of the date approved by the Committee.

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on June 30, 2014.

This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on July 1, 2016.

ARTICLE 6 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other during the period of March 15, 2016, through March 31, 2016 its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding.

Negotiations shall begin no later than April 15, 2016. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by May 15, 2016, an impasse shall be automatically declared on those issues, which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 7 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Judges of the Superior Court, hereinafter referred to as the Judges, for action, neither the Union nor Management, nor their authorized representatives will appear before or meet with the Judges individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Judges nor meeting with individual Judges to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 8 SALARIES

The parties agree jointly to recommend to the Executive Judicial Committee that said committee adopt and implement the following salaries for members of this unit:

1. One-time Payments

- A. On June 30, 2014, the Court shall provide those bargaining unit members on its payroll as of June 8, 2014, a one-time payment calculated as follows:

June 8, 2014 Base Salary x 3% x 12 months

- B. On June 30, 2015, the Court shall provide those bargaining unit members on its payroll as of June 7, 2015, a one-time payment calculated as follows:

June 7, 2015 Base Salary x 1% x 12 months

- C. In correspondence from Gregg Rademacher, LACERA Chief Executive Officer, dated May 5, 2014, Mr. Rademacher represented that the California Public Employees Pension Reform Act of 2013 (PEPRA) explicitly precludes one-time payments from being pensionable for employees who become members on or after January 1, 2013. He added that such payments are probably pensionable for court employees who became LACERA members before January 1, 2013. Subsequent base salary movement would be pensionable for both groups.

2. Permanent Adjustment to Base Salary

- A. On July 1, 2016, the Court will reflect a permanent 4% increase to the base salaries of employees on its payroll as of June 17, 2016.

If during the present term of the MOUs for the SEIU Local 721 and AFSCME Court locals, any SEIU Local 721 or AFSCME Court local receives a salary increase in excess of those listed above, the employees in the remaining bargaining units will receive an equivalent salary increase.

Step Advance

- A. Full time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when they have received a rating the equivalent of "Meets Performance Expectations" or better within the immediately preceding year.
- B. If no performance review is filed as defined in (A) above, the employee shall be granted the step advance.
- C. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations, which adversely impacts the application for this Section, the parties agree to meet and renegotiate this Section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Special Pay Practices

Currently, there are no special pay practices in this unit. Should the Court implement new shifts, the Court agrees to meet and confer regarding the impact on employees in the unit.

Section 1 Compensation

The Court will provide paid or accumulated compensatory overtime for all hours worked in excess of forty (40) hours in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. §201, et seq. Hours worked do not include time for which

persons are compensated but do not actually work: including but not limited to sick leave and vacation pay, with the exception that those hours paid during a work week for a regular Court holiday will be counted in calculating hours worked for overtime purposes.

The Court will provide paid or accumulated compensatory overtime worked at a rate of one and one-half times the employee's regular rate of pay. Employees will be advised prior to working overtime whether they will receive overtime pay or accumulated compensatory overtime for hours worked. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

If, during the term of this Memorandum of Understanding, there are changes in law effecting the payment of daily overtime to Court employees, Court Management will meet and confer with representatives of SEIU, Local 721 upon request.

Section 2 Distribution of Overtime

Court Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational work unit and work location. In the assignment of overtime under this provision, however, the Court Management may consider special skills required to perform particular work.

Section 3 Alternative Hours

An employee who works a four (4) day – 40 hour work week schedule or a nine (9) day – 80 hour two-week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

ARTICLE 10 PAYCHECK ERRORS

Underpayments

1. Management will immediately request the County's Auditor Controller to rectify a significant underpayment (approximately \$100.00) on the employees payroll warrant (15th and 30th) within three calendar days, exclusive of Saturdays, Sundays and legal holidays, after receipt of a written request from the Court's payroll section. Such request must be made to the Payroll Manager or his/her designated representative by the effected employee within two (2) business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.

2. The Los Angeles County Auditor-Controller will issue a corrected or supplemental warrant within three business days after receiving the request from the Manager or his/her designated representative.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the Payroll Manager or his/her designated representative under guidelines issued by the Los Angeles County Auditor-Controller.

Such recovery shall not exceed 15% per month of the disposable earnings (as defined by State Law), except, however that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 11 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any regular full-time employee may request additional compensation in accordance with Government Code Section 72755 for the performance of additional responsibilities which are assigned or approved by the Executive Officer or his/her designee.

“To qualify for additional compensations, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to employee’s class. The assignment of additional duties normally performed by incumbents of the employee’s class shall not qualify for additional compensation.”

This Article is not intended to apply to the isolated short-term performance of such duties, for example, to cover for short-term sick leave absences. Assignment of additional responsibilities and qualification for additional compensation are both subject to the approval of the Executive Officer or his/her designated representative.

The manager requesting the additional responsibilities bonus will be notified in writing by Human Resources of receipt of the request and will in turn notify the employee. Human Resources will notify the manager of either the approval or denial of the request for additional responsibilities bonus in writing who will in turn notify the employee.

The assignment/implementation of an added responsibilities bonus shall become effective on the first day the additional responsibilities are performed and shall end or otherwise terminate on the day the assigned additional responsibilities are no longer requested by management and/or performed by the employee. In no event shall an employee receive an additional responsibilities bonus pursuant to this Article and receive an out-of-class bonus under applicable provisions of this Memorandum of Understanding for the same assignment. The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 12 REASSIGNMENTS AND TRANSFERS

Section 1. Employee Requests

Each employee whose most recent rating on file is competent and who has completed twelve (12) months in his/her present assignment may submit a request for transfer or reassignment. The purpose of this request is to indicate the employee's preference as to a particular district or division work location and/or type of duty assignment in which he/she desires to work.

Employees seeking a transfer must submit the Voluntary Lateral Transfer request from a selected preference(s) based on geographic location.

Section 2. Involuntary Transfers

The parties mutually agree that involuntary reassignment of members of this Unit from one Trial Court location to another may be necessary to meet the operational needs of the Court. When such an employee reassignment does become necessary, Court Management will give due consideration to the following in making employee reassignments:

- Employee Residence
- Employee Seniority
- Location and anticipated duration of the assignment
- Employee commuting issues

ARTICLE 13 PERFORMANCE EVALUATIONS

In accordance with Court Policy, Performance evaluations will be prepared prior to the completion of the initial twelve (12) month rating period following appointment or promotion for all bargaining unit members and at least once annually thereafter.

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ARTICLE 14

VACATIONS

Section 1 Scheduling of Vacation

Scheduling of vacation shall be by operational unit within each district or division for the vacation period beginning with the first full week in January and ending with the last full week in December.

For seniority to be given preference, time-off requests for the following vacation period must be received by November 1. Employees in this bargaining unit with the greatest seniority, based on continuous service date, will be given the opportunity to have one first available choice of vacation. The other employees in this bargaining unit will be given their choice of available vacation in descending order of seniority as described above. Requests for time-off in full-week, Monday through Friday, increments shall be given preference. Subsequent selection rounds of vacation requests shall be conducted in the same manner as described above.

After the vacation schedule has been developed, but not later than December 15, employees in the unit shall be notified of the status of their time-off requests. Should time-off requests received by November 1 not be granted, the employee may request to be placed on a waiting list for the dates initially requested.

Employees have the option to remain on or to be removed from the waiting list. If a vacation slot should become available, Management will immediately offer the open vacation slot to the next available employee on the waiting list.

Vacation requests for time-off received after November 1 will be given preference based on the date received with seniority preference given to requests received on the same date.

Upon request, vacation schedules shall be made available to members of the unit for inspection at reasonable times.

Members of this Unit are eligible for vacation in accordance with the following schedule

VACATION ACCRUAL FOR COURT EMPLOYEES

<u>Vacation</u> <u>Years Of Service</u>	<u>Vacation</u> <u>Accrual Rate</u>	<u>Vacation Annual</u> <u>Maximum Hours</u>
0 –4 yrs.	.041	80
4 – 9 yrs.	.060	120
9 yrs. Or more	.084	168

Eligible members of this unit who are not in a paid status during the entire anniversary year will receive a pro-rated vacation in accordance with Court Policy.

For all vacations, the final right to determine time-off is exclusively reserved to Management in order to meet the operational needs of the Court.

Section 2 Cancellation of Vacations

An employee who wants to cancel or change approved vacation should submit a written request 14 calendar days in advance of his/her scheduled vacation.

ARTICLE 15 TRAINING AND CAREER DEVELOPMENT

The parties recognize the importance of training and career development of employees within the unit to have a stable, highly qualified and effective workforce in the delivery of Court services.

1. Technological Change

As new technology is introduced in the work environment and is required to be used by specific employees, the Court will train the affected employees in the new technology.

2. Training Opportunities

An employee in the unit may request to participate in educational and training programs, symposiums, seminars, conferences and meetings that will lead to an increase in the employee's skills, knowledge and understanding of the employees' current job assignment. In order to meet the requirements of California Rules of Court (CRC) rule 10.451 through 10.471, an employee may also request to participate in training activities necessary to enhance succession planning or career development. Employee training requests for Court time to attend such programs shall be subject to Court approval. The employee's immediate supervisor has the authority to approve or deny requests for in-house training. In the event that a request for training is denied and the employee believes the request was not reasonably considered by their supervisor, the employee may appeal the denial of the training request in writing to the next level manager who will have the final determination of the request.

3. In Service Training

Management agrees to continue in service training programs which are in effect at the time this MOU is implemented until their terms have expired, and also to encourage the establishment of in-service training programs in areas and classifications where possible. The Court agrees to make information concerning in-service training programs available to employees.

4. Training Expenses

The Court will make up to \$4,000.00 available for training each full calendar year of the term of this MOU.

5. Educational Assistance

The court will provide reimbursement costs of textbooks, tuition, registration, and graduation fees for occupationally related school courses, workshops and seminars satisfactorily completed on the participating employee's own time. Employees who request the use of accrued benefit time to attend professional development programs must do so in accordance with the Court's attendance policy. In no event will the time spent at training negatively affect or interfere with court operations.

Only full-time employees in regular status with a performance rating of competent or better in their current position and satisfactory attendance will be eligible for reimbursement. In order to be eligible for reimbursement employees must obtain prior approval from the Joint Labor Management Committee consistent with established program guidelines as determined by the joint labor management committee.

The criteria to determine course eligibility for reimbursement is as follows:

- A. Only educational and training programs, seminars, professional conferences, symposiums and meetings that clearly lead to an increase in skills, knowledge and understanding of the employee's current job assignment or enhance the employee's career opportunities within the Court are eligible for reimbursement.
- B. No outside training that can be provided more effectively or economically as an in-services training may be approved.
- C. Employees must show that they have satisfactorily completed with a grade "C" or better or "pass" or its equivalent.

Reimbursement under this article shall be on a first come first served basis, not to exceed \$100 per class and \$200 per employee per calendar year. The program will be available as long as the funds defined in section 4 above are available.

ARTICLE 16 SAFETY AND HEALTH

Section 1

Management will make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union will encourage all members in the Unit to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment, and conditions, and report any hazardous, unsafe, and/or unhealthy practices or conditions promptly to their

immediate supervisor or Court Manager. For any hazardous, unsafe, and/or unhealthy practices or conditions, the immediate supervisor or Court Management will:

- a) Correct or eliminate the condition if correction or elimination thereof is within their authority and capability, or;
- b) Safeguard the condition within a manner designed to preclude injury to property and promptly report the unsafe condition to the proper level of supervision designated by Court Management for said purpose, if elimination of the hazardous condition is not within the immediate supervisor's capability.
- c) If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the Executive Officer/Clerk or the Court's Safety Officer. This person should respond within five (5) days.

Section 2

Court Management and The Union, mutually agree that Safety and Health conditions in employment with the Court are subject to the provisions of the William-Steiger Occupational Safety and Health Act of 1970 and the California Health Act of 1973.

Section 3

First Aid Kit

Management will maintain a first aid kit at each Court location.

Section 4

Court management will advise all employees of its emergency preparedness plans for each building annually. This will include all information needed for evacuation and emergencies and use of 911.

Section 5

Court Management acknowledges the value of reducing workplace injuries and illnesses and will provide Court Reporters information on how to avoid and/or prevent them.

The Joint Labor/Management Committee will discuss ergonomic evaluations of Court Reporter work stations, training pertaining to ergonomic issues specific to Court Reporters, other means of preventing and/or reducing workplace injuries and illnesses, and a plan for chair and desk replacement.

The Court shall not require medical justification for ergonomic chairs, but may require medical justification for other ergonomic equipment and/or accessories. The above is not intended to oblige the court to purchase new chairs only to clarify that when new workstation chairs are purchased, they will be ergonomic.

An employee, or his/her Local 721 designated representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or court management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. The employee is entitled to a copy of any material that he/she is required to sign. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve a violation of specific provisions of this agreement. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document will not be placed in the official file until the grievance appeal rights have been exhausted.

An employee shall have the right to respond in writing to any derogatory material placed in his/her personnel file. Such written response shall be maintained in the personnel file together with the related derogatory material.

Management agrees that no properly used full paid sick leave or vacation used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be negatively referenced on such forms.

On reviewing his/her personnel file, an employee of this Unit may request and have any written warnings and/or reprimands issued more than two years prior removed from his/her personnel file except as such may be part of an official permanent record.

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Section 1. Purpose

The purpose of the grievance procedure is to provide a just, equitable and expeditious method for the resolution of grievances without reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2 Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee or a group of two (2) or more employees concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee(s) and his/her immediate supervisor.
3. "Business Days" means calendar days exclusive of Saturdays, Sundays and legal holidays.

Section 3 Responsibilities

1. The Union agrees to encourage employees to discuss their complaint with their immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.
2. An employee who files a formal written grievance will state clearly in the grievance the specific action(s) complained of, the article(s) allegedly violated and the specific remedy requested. To the best of the individual's ability, the employee will also state the provisions of the Memorandum of Understanding allegedly violated.
3. Court Management has the responsibility to:
 - A. Respond only to the specific complaint cited in the grievance as originally presented; and
 - B. Inform an employee of any limitation of the Court's authority to fully resolve the grievance; and
 - C. Direct the employee to the proper agency or authority to process his/her grievance, where such information may be known to Court Management.

Section 4. Waivers and Time Limits

1. Failure by Court Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process any unresolved grievance to the next hearing level.
2. Any level of review, or time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next within the time limits established in this procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. A grievance may be referred to a prior level for reconsideration by mutual agreement confirmed in writing.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of a formal written grievance, and to represent him/her in formal grievance meetings. The grievant may be required to be present in meetings with Court Management for purposes of discussing the unresolved grievance.
2. An employee selected as a representative in a grievance shall be required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her work assignment to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Court operations.
3. An employee may present his/her grievance to Court Management on Court time. In scheduling the time, place and duration of any grievance meeting, both the employee and Court Management will give due consideration to the duties each has in the operation of the Court. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. None of the Parties shall unreasonably delay the processing of a grievance at any step of the established procedure.
2. Only a person selected by the employee and made known to Court Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
3. The employee may elect to be represented in a formal grievance meeting. The Court may designate a Court Management representative to be present at such meeting.
4. A Union representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. Management shall notify the Union of any grievance involving the terms and conditions of this Memorandum of Understanding.

6. If a Union representative elects to attend any formal grievance meeting, he/she must inform Management prior to such meeting. The Court may also designate a Management representative to be present at such meetings.
7. Only Court employees who have direct, first hand knowledge of the event(s) giving rise to the employee complaint may be called on as witnesses by the grievant. Any such witnesses may attend formal grievance meetings on paid court time with the prior approval of their immediate supervisor or Court Management.
8. The Union and Management agree that the same procedures as stated in Section 7 may be utilized in order to provide an effective mechanism whereby disagreements between the Union and Management concerning the interpretation or application of applicable provisions of this Memorandum of Understanding affecting the rights of the parties of the working conditions of 2 or more employees in the Unit may be effectively resolved. Such disagreements include, but are not limited to, those that may affect a group of employees working in the same building, or a group of employees working in different buildings.

Section 7. Procedures

1. Informal Complaint

An employee is encouraged to discuss his/her complaint in a meeting with his/her immediate supervisor. The immediate supervisor will, upon request of the employee, discuss the employee's complaint with him/her at a mutually satisfactory time. If the employee elects to have a union representative attend such meeting, the supervisor may elect to have another Management representative present.

2. Grievance Procedure

Step 1: Immediate Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which the complaint is based, or within ten (10) business days from of the date the grievant should reasonably have had knowledge of such occurrence, whichever is later, an employee may file a formal written grievance.

Three copies of the Court grievance will be completed by the employee stating the nature of the grievance, the provisions of the Memorandum of Understanding allegedly violated and the remedy requested. The employee will submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days from receipt of the grievance, the supervisor or Management designee will meet with the employee. Within ten (10) business days following such meeting, the supervisor or Management designee shall render a decision in writing using the original copy of the grievance.

Step 2: Court Management:

- A. Within ten (10) business days of the receipt of the decision at Step 1, the employee may appeal to the appropriate level of Court Management, as previously identified, using the original copy of the unresolved grievance.
- B. Within ten (10) business days from the receipt of the grievance appeal to Step 2, the Court Manager or designated representative not serving at Step 1 will discuss the grievance with the employee, and if applicable, the employee's representative, before a decision is reached. Thereafter, the Court Manager or designated representative will provide to the employee a written decision within ten (10) business days following the grievance meeting using the original copy of the grievance.

Step 3: Executive Officer:

- A. Within ten (10) business days from receipt of the decision at Step 2, the employee may appeal to the Executive Officer or designated representative using the original grievance form.
- B. Within ten (10) business days from the date the submitted grievance appeal to Step 3 is received, the Executive Officer or designated representative who has not been involved in the grievance in prior levels shall discuss the grievance with the employee. Thereafter, the Executive officer or his designee will provide to the employee a written decision within ten (10) business days following the grievance meeting.
- C. If the Executive Officer or designated representative fails to give a decision within the specified time limit, the Union may opt to refer the unresolved grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the decision of the Executive Officer or designated representative shall be final.

Section 8 Arbitration

- A. Within thirty (30) business days from receipt of the written decision of the Executive Officer or designated representative, the Union may request that the unresolved grievance be submitted to arbitration.
- B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - 1. The interpretation, application, merits or legality of any state, or local law or ordinance, including specifically all ordinances applicable to the Court, unless

the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

2. The interpretation, application, merits or legality of any or all personnel rules or regulations of the Court, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such personnel rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
3. Written Record of Conference.
4. Performance Evaluations with an overall rating of the equivalent of competent or better.

C. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, it shall within the time requirements set forth above, send a written request to the Executive Officer or designated representative. The written request shall set forth the specific issue(s) still unresolved through the grievance procedure, which are to be submitted to arbitration.

D. Selection of an arbitrator shall take place as follows:

1. Within an additional sixty (60) business days from notification by the Union of a desire to arbitrate the unresolved grievance, the parties will attempt to select a neutral arbitrator from a mutually agreed source. If the parties cannot agree on an arbitrator, they will attempt to select an arbitrator from a list of five (5) names requested immediately thereafter from the Conciliation Service, Department of Industrial Relations, State of California through an alternate striking of names from that list. The party to strike the first name shall be determined by chance.
2. During each arbitration process, each party shall have one (1) opportunity to unilaterally reject the arbitration panel or list of names provided by the California State Mediation and Conciliation Service and immediately request an additional panel.

E. Arbitration of grievances hereunder shall be conducted generally within sixty (60) business days from the selection of the arbitrator and in accordance with applicable provisions within California State Code of Civil Procedure, Section 1280 et. seq. However, Sections 1283 and 1283.05 shall not apply. The fees and expenses of the arbitrator shall be shared equally by the parties involved; it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, a stenographic reporter transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

F. Not less than fifteen (15) days prior to the hearing, a representative of the Court and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined by the arbitrator. In the event the Court and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator

its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

- G. The written decision of an arbitrator resulting from any arbitration or grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
- H. The written decision of an arbitrator resulting from any arbitration of grievances hereunder shall be entirely advisory in nature and shall in no way be binding upon any of the parties hereto or appealable and shall be rendered within thirty (30) calendar days following conclusion of the hearing.
- I. The written decision of the arbitrator shall be submitted to the Executive Officer or designated representative and the Union. The Executive Officer or designated representative shall advise the Union of his/her intentions concerning the arbitrator's decision within ten (10) business days.

If the Executive Officer or designated representative rejects the arbitrator's decision, the Union may submit its written appeal to the Court's Personnel and Budget Committee within twenty (20) business days, with a copy to the Executive Officer. The decision of the Court's Personnel and Budget Committee shall be rendered within sixty (60) calendar days, and shall be final.

ARTICLE 19 EXPEDITED ARBITRATION

- 1. This is an alternative to the procedures set forth in Section 8, Arbitration of Article 18, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
- 2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator.

If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.

- 3. Only those grievances that directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event will such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any State law unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State Law in order to resolve the grievance, which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of the personnel rules or regulations approved by the Bench Officers of the Court, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties will select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator will be borne equally by the parties. In addition, each party will pay for all fees and expenses incurred by that party on its behalf, including but not limited to, witness fees.
 - B. The parties agree that 1) no stenographic or tape recorded record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected will hear the grievance(s) within ten (10) business days of his/her selection and may hear multiple cases during the course of the day.
6. Arbitration of a grievance hereunder will be limited to the unresolved issue(s) of the formal written grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator will issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from the arbitration of a grievance hereunder will be binding upon the parties.

ARTICLE 20 GRIEVANCE MEDIATION

- 1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 18, Grievance procedure.
- 2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 18 Section 8, can be submitted to grievance mediation. Both the Union and Court Management must mutually agree to submit a qualifying grievance to grievance mediation.

3. After completion of the third step of the grievance procedure and by mutual agreement either Management or the Union, may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon a practicable consistent with the mediators schedule.
4. The parties agree that no stenographic or tape recorded record of the session will be made, there will be no representation by Counsel, and there will be no pre-or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, the Union and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration or this grievance or any other similar dispute.
8. The parties agree that the provisions of this article shall not be subject to arbitration.

ARTICLE 21 GRIEVANCE GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between The Union, and Management concerning the interpretation or application of applicable provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

- A. Where The Union has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, The Union, may request in writing that a meeting be held with the authorized representatives of the Court who have authority to make effective recommendations for the resolution of the matter with a copy to the Trial Court Administrator or his/her designated representative. Such written request shall be submitted within thirty (30) business days

from the occurrence and shall set forth in detail the facts giving rise to the request for the meeting, provisions within the MOU that have been allegedly violated, and the proposed resolution sought.

Within ten (10) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement(s).

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, The Union, shall have the right to meet with the Executive Officer/Clerk or designated representative in an attempt to resolve the matter.
- C. Within ten (10) business days after the meeting, the Executive Officer/Clerk or his/her designated representative shall respond to The Union in writing setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of the Executive Officer/Clerk or designee's written decision if the matter is not satisfactorily resolved, and if the disagreement(s) meet the requirements of Section 8 of Article 18, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 18 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedure set forth in Article 18 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the applications of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in this unit as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 18 hereof.

ARTICLE 22 STEWARDS

Section 1.

Management recognizes that Local 721 Stewards are the official on-site representatives of the Union. However, should it become necessary and with the approval of Human Resources/Labor Relations, a shop steward may represent employees across facilities, from one court house to another within the same court district. The Court further acknowledges that no steward shall be discriminated against as defined in Article 3 – Non-Discrimination of this MOU. Grievances filed under this section shall be expedited to the third level upon being filed.

Section 2.

It is agreed by the parties of the Memorandum of Understanding that The Union may select a reasonable number of stewards, based upon the size of the unit, and the number of employees in the unit at the location and area of operation. Stewards shall perform the responsibilities of their positions, including but not limited to, the investigation and processing of grievances, representation at Skelly hearings, Weingarten meetings, informal meetings with management, labor management meetings, new employee orientation, negotiations, and shop steward trainings. Every calendar year The Union shall give to Human Resources Administration/Labor Relations and the Location Manager a list of employees from his/her location that have been selected as stewards. This list shall be kept current by The Union and only those Stewards on the list shall be recognized as Stewards by the Court.

Stewards may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances within their jurisdiction, or as otherwise mutually agreed, without loss of pay or benefits of any kind. Stewards, before leaving their work location to transact such investigations or processing, shall inform their supervisor of the nature of the issue and area to be visited and first obtain permission from their immediate supervisor. If permission cannot be granted to leave his/her workstation at the time the request is made, the time limits for filing and/or processing a grievance shall be extended until permission can be granted. The parties hereto agree that each will cooperate with the other in keeping reasonable the actual time spent by a union steward in investigating, presenting, and resolving grievances and disputes.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Section 3.

The Union agrees that a steward shall not log compensatory time or premium time for the time spent performing any function of a steward. Management will make every reasonable effort not to reassign a steward without the agreement of the affected Steward, if there is any other employee in the same classification who meets the specific qualifications of the vacancy.

A Union Steward shall be granted time to attend orientation meetings without loss of pay or benefits of any kind.

Management will furnish adequate bulletin board space at each facility where members of this Unit are assigned.

Prior to posting, all materials will be approved and initialed by an authorized representative of the Union and the Court Administrator, or designated representative.

The boards shall be used for the following subjects:

- A. Union recreational, social and related Union news bulletins;
- B. Scheduled Union meetings;
- C. Information concerning Union elections or the results thereof;
- D. Reports of official business of The Union, including applicable newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the Court Administrator or designated representative. The Court Administrator or designated representative must either approve or disapprove a request for posting within a reasonable amount of time.

The parties may mutually waive the provisions of this Article if a satisfactory local posting agreement on bulletin boards is currently in effect.

Should the Union desire a communication be posted Court wide, it may submit the communication to Central H.R. for approval.

ARTICLE 24 PAYROLL DEDUCTIONS AND UNION DUES

Section I. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted monthly from the salary of each employee covered hereby who files with the Court a written authorization requesting that such deduction be made in accordance with applicable provisions of State law.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union within thirty (30) business days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employee in this Unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the Court during the term of this agreement, provided,

however, that an employee in this Unit may terminate such Union dues August 1, 2007 to August 31, 2007 by notifying the Union of their termination of Union dues deduction. Such notification shall be provided by the employee by certified mail/return receipt requested, and should be in the form of a letter containing the following information: employee name, employee number, job classification, the employer business name, and name of Union from which dues deductions are to be canceled. The Union agrees to finalize all necessary processing of employee written requests for cancellation of dues within thirty (30) calendar days following receipt of such request.

Section 3. Indemnification Clause

The Union agrees to indemnify and hold the Court and the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

Section 4. Agency Shop Election

Effective January 1, 2004, if at any time during the term of the Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement as provided in Government Code 71632, of the Trial Court Employment Protection and governance Act (SB 2140).

This election shall be administered by the State Mediation and Conciliation Service. The Officers of the State Mediation and Conciliation shall notify the Court and the Union of the results of the election. The Union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union shall notify the Court of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of employment, either to join the Union, or to pay the Union a service fee as provided in Government Code 71632, of the Trial Court Employment Protection and Governance Act (SB2140).

If the majority of the employees in the bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

Section 5. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code for the duration of this agreement or a period of three years from the effective date of this agreement whichever comes first.

Section 6. Religious Objections

An employee who is a member of a bona fide religion, body, or sect, which has historically held conscientious objection to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 7. Rescission

It is mutually agreed by the parties that the agency shop provision in this agreement may be rescinded by a majority vote of all the employees represented by this Unit, under procedure established by Section 71632.5 of the Trial Court Employment Protection and Governance Act (SB 2140). In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There can only be one election during the term of this agreement.

Section 8. Union Responsibilities-Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payer to meaningfully challenge the propriety of the use of agency shop fees as provided for in *Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson*, 106 S. Ct 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payer for each year that the agency shop agreement is in effect.

Section 9. Implementation

Any employee hired by the Superior Court subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, a notice advising that the Court has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration

claiming a religious exemption from the requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or Court Payroll Office. If the form is not completed and returned within (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 10. List of New Employees/Separations

The Court will furnish the Union with a monthly list of new employees/separations at a cost established by the Court for programming, processing and photocopying. The list shall contain the name, date of hire, salary, classification title, and work location of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also include the names of employees and the effective dates that these employees leave this Bargaining Unit.

ARTICLE 25 WORK ACCESS

Authorized Union, representatives will be given access to the work locations during working hours to investigate and process grievances, observe working conditions, and post bulletins on the bulletin board.

Union representatives desiring access to the work location hereunder shall state the purpose of the visit and request from the Location Manager, or designated representative, authorization a reasonable amount of time before the intended visit, unless the parties mutually agree otherwise.

The Union agrees that its representatives will not purposely interfere with operations of the Court or any facility thereof.

The Union shall give to the Executive Officer/Clerk or designated representative, a written list of all authorized representatives, which list shall be kept current by the Union. Access to work locations will only be granted to representatives on the current list, unless the parties agree otherwise.

ARTICLE 26

EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, the Union may request a computer tape listing of the names, employee numbers, item numbers, item titles and item subs., of all employees within this Unit. Every reasonable effort shall be made to provide the computer tape listing in the format specified by The Union. Such computer tape listing may be requested up to four times a year, it being agreed and understood that The Union will pay to the County of Los Angeles \$100.00 for each computer tape listing. If there is an increase in the cost of producing the computer tape listing during the life of this Memorandum of Understanding, the parties agree to meet to discuss the increase before it is implemented.

The above-stated computer tape employee lists shall be provided by the Los Angeles County Auditor-Controller.

ARTICLE 27

AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's Principal authorized agent shall be the Court's Executive Officer/Clerk or duly authorized representative (address 111 North Hill St., Room 105 E, Los Angeles, California 90012), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- B. The LACEA, Local 721 SEIU, principal authorized agent shall be the Executive Director, or his/her duly authorized representative at the following address: 1545 Wilshire Boulevard, Los Angeles, California 90017; Telephone (213) 738-8615.

ARTICLE 28

STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the Court.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article, and the Court shall be entitled to seek all remedies available to it under applicable law.

The employer retains, solely and exclusively, all rights, powers, and authority that it exercised or possessed prior to the execution of this Memorandum of Understanding (MOU) except as specifically limited by an express provision of this MOU or otherwise agreed to by the parties. Additionally, it is the exclusive right of Court Management to determine its mission, to set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of Court Management to direct its employees which shall include but is not limited to appointments, assignments, performance evaluations, classifications and transfers, establishment of policies, procedures, rules and regulations not in conflict with the terms of this Memorandum of Understanding, take disciplinary action for cause, relieve its employees from duty as, for example, by work furlough, because of lack of work or for other legitimate business reasons; and determine the methods, means, and personnel by which Court operations are to be conducted as those matters affect wages, hours, terms and conditions of employment of Court employees.

All other rights of Court Management are also expressly reserved to the employer unless such other rights are abrogated by a clear and express provision of this MOU or by mutual written agreement by the parties.

Nothing herein shall limit the right of the Union to meet and confer over the impact of rights exercised by Management as provided in Article 32, Full Understanding Modification and Waiver, or the employee from filing grievances in accordance with Article 18, Grievance Procedure, concerning alleged violations of the interpretation or application of this Article.

ARTICLE 30 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the Court enters into any agreement with another public employer, or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the Court will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the Court will consult with the employer absorbing a Court function to encourage utilization of affected employees by the new employer. Prior to the release of a Request for Proposal (RFP) the Court shall provide a copy of the RFP to SEIU Local 721 and offer to meet and consult with the Union within ten (10) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any

major reassignment of functions from one Courthouse to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 31 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws, Federal and State regulations, and any applicable lawful rules and regulations enacted. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with the above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, that part or provision shall be suspended and superseded by the applicable law or regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 32 FULL UNDERSTANDING MODIFICATION AND WAIVER

Section 1

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this article.

In accordance with Government Code 71634 decisions regarding the following matters shall not be included within the scope of representation:

- (1) The merits and administration of the court system;
- (2) Coordination, consolidation, and merger of trial courts and support staff;
- (3) Automation, including but not limited to fax filing, electronic recording, and implementation of information systems;
- (4) Design, construction, and location of court facilities;
- (5) Delivery of court services; and
- (6) Hours of operation of the courts and court system.

- (7) The court shall continue to have the right to determine assignments and transfers of court employees, provided that the process procedures, and criteria for assignments and transfers shall be included within the scope of representation.

However, the impact from matters in items 1-7 above shall be included within the scope of representation as those matters affect wages, hours, and terms and conditions of employment of trial court employees. The Court shall be required to meet and confer in good faith with respect to that impact.

Section 2

It is understood and agreed that the provisions of this Section are intended to apply only to matters that are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Court Management to make changes in rules or procedures affecting the employees in this Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees within the Unit or within a classification within the Unit, and where the subject matter of the change is subject to negotiations according to applicable provisions of Government Code 71634, and where the Union requests to meet and confer with Court Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in this Unit.

The phrase "significantly large number" shall mean a majority of the employees in the Unit or within a classification within the Unit.

Any agreement resulting from such negotiations shall be executed in writing by all parties hereto, and, if required, approved and implemented in accordance with the provisions within Article 4, "Implementation" of this Memorandum of Understanding. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement shall be submitted to the Division of Conciliation of the Department of Industrial Relations for mediation in accordance with Government Code 71636.1.

ARTICLE 33 CONSULTATION ON RULES

Management retains the right to promulgate policies, procedures, rules and regulations affecting wages, hours and working conditions which are not in conflict with the terms of the Memorandum of Understanding. Both the Union and employees shall be provided reasonable

advance notice of new and or changed policies, procedures, rules and regulations affecting wages, hours or working conditions except in case of emergency. Should the Union request consultation; the Court shall consult with the Union concerning such new or amended Court rule, policy or procedure.

In cases of emergency, when the Court determines that any rule, policy, or procedure must be adopted immediately without prior notice or meeting, the Court shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of the rule, policy or procedure.

Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the Grievance Procedure contained herein.

However, the impact of new and or changed policies, procedures shall be included within the scope of representation as those matters affect wages, hours, and terms and conditions of employment of trial court employees. The Court shall be required to meet and confer in good faith with respect to that impact.

ARTICLE 34 LEAVES OF ABSENCE

Leaves of absence shall be granted in accordance with provisions within the:

California Family Rights Act of 1991; the
California Pregnancy Leave Act, and the
Federal Family Care and Medical Leave Act of 1993.

Nothing in this Section is intended to provide any additional benefits beyond that mandated by Federal and/or State law, or any applicable Ordinance.

Jury Duty

During the term of this Memorandum of Understanding, members of this Unit who receive a summons or notice of Jury Service and who are absent from duty for reasons of jury service shall have their usual alternative work schedule (i.e., 9/80 or 4/40) converted to a five (5) day (eight hour) Monday through Friday day-shift work schedule during the actual period that they report for jury duty.

Any members of this Unit holding a regular or permanent full-time ("A" item status) position who are called and report for jury service shall receive their regular straight-time salary for the period they serve on jury duty provided that they deposit with the Auditor-Controller any jury duty fees received, excluding juror mileage.

Witness Leave

A member of the Unit holding a regular or permanent full-time ("A" item status) position, who is required to be absent from duty by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, that compels the employee's presence as a witness, unless the employee is a party to the action or an expert witness, shall be allowed the time necessary to be absent from work at the employee's regular straight-time salary to comply with the subpoena's requirements, provided the employee deposits any witness fees received with the Auditor-Controller, excluding mileage.

Employee Organization Leave

Not more than two (2) employees covered hereby, at the written request of SEIU Local 721, and subject to Civil Service Rules and approved by the Executive Officer of the Court, or his/her designee, shall be granted a leave of absence without pay not to exceed one year for the purpose of conducting SEIU Local 721 business.

ARTICLE 35 NEW EMPLOYEE ORIENTATION

Section 1

Subject to prior approval of Executive Officer/Clerk or his designee, Union representatives and one of the Union Stewards, may participate in new employee orientation for the sole purpose of providing employees information regarding Union Membership.

Section 2 Union Brochure

A labor/management approved brochure or packet will be made available to each new employee appointed to a classification covered by this Memorandum of Understanding during the orientation process. This brochure or packet shall be prepared by authorized representatives of Local 721. Local 721 will bear the cost of the preparation of the materials. The content of the brochure or packet must be approved by the Court's Executive Officer or designated representative prior to its distribution. Neither the Court nor its management assumes any responsibility for the costs incurred in the development, preparation and/or reproduction of this labor/management brochure.

ARTICLE 36 JOINT LABOR/MANAGEMENT COMMITTEE

Section 1

It is the intention of the parties to establish a Joint Labor/Management Committee that provides a forum for Labor and Management to jointly discuss issues of concern affecting employees of SEIU bargaining units 860, 861, and 867.

Section 2

The Joint Labor/Management Committee shall consist of up to nine (9) Management representatives and up to nine (9) employee representatives as designated by the Union. The Management representatives will be designated by the Executive Officer/Clerk. If the committee meeting is bargaining unit specific, the committees will not exceed five (5) employee representatives from Bargaining unit 860, three (3) from Bargaining unit 867 and an equivalent number of management representatives.

Section 3

During the term of this MOU, the Joint Labor/Management Committee may meet up to four (4) times annually, upon written request of either party, or more often by mutual agreement, during working hours to discuss issues which may include, but are not limited to, career-training and employee development, education/promotional opportunities, class specifications, and productivity enhancements with monetary incentives. A list of proposed agenda items will be submitted to Management at least one (1) week prior to any meeting.

The Committee may also make advisory recommendations to the Executive Officer/Clerk, or designated representative, for consideration.

ARTICLE 37 OUT OF CLASS ASSIGNMENTS

Section 1. Definition

- A. For the Purpose of this Article, an Out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.

- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2 Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, Management shall upon the employee's or Union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

- For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

C. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.

D. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

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ARTICLE 38

ALTERNATIVES TO LAYOFFS

During the term of the Memorandum of Understanding, if the Court determines that workforce reductions are necessary, the Court shall factor in attrition, implement transfers of qualified employees to available vacancies, and allow voluntary demotions before laying off any member of this bargaining unit.

This Article shall be administered in accordance with the provisions of 2140.

Nothing in this paragraph limits Management's authority to implement layoffs pursuant to the Superior Court Layoff Policy.

Where regular status employees in this Unit have received a notice of layoff, or are on a recall list, Management will make every reasonable effort to place, or if laid off, return such employees prior to using any new employees provided such Court employees are qualified to perform the available work.

ARTICLE 39

BENEFITS

The Parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, AFL-CIO, in effect during the term of this Agreement shall apply to the employees in the Unit so long as those benefits are available to the Court. Should the current benefit package become unavailable to the Court or should it be modified, the Court will promptly notify the union and meet and confer about the benefits.

An exception to the above is that Holidays shall be governed by Code of Civil Procedure Section 135 and Government Code Section 6700.

ARTICLE 40

PARKING

Management and the Union recognize the obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV.

The Court will continue to make reasonable effort to provide adequate free parking facilities for Court employees who regularly find it necessary to use their own vehicle for transportation to their work location.

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Position Classification Study

For the purpose of this Article, a classification study is a study by Superior Court Human Resources Administration of the duties and responsibilities assigned to a position in order to determine whether the position is appropriately classified.

It is the intent of this article to inform bargaining unit members of the established processes and procedures for submitting a request for a classification study on their own behalf and the processing of that classification study request.

Procedures

A request for a classification study may be submitted by an employee who believes his/her position is misclassified. Such request must be submitted in writing to the employee's immediate supervisor or manager. If the employee's immediate supervisor or manager cannot support the employee's request for a classification study, it will be returned along with a written explanation to the requesting employee within 30 calendar days. If the employee still believes the request is justified, he/she may submit the request along with a written explanation to Human Resources Administration. Upon receipt of such request, Human Resources Administration shall review the request and where deemed necessary and appropriate, will schedule and conduct a classification study.

Acknowledgement and Progress Reports

Management agrees to promptly acknowledge acceptance or rejection of employee initiated classification study requests. Upon acceptance of the classification study request, Court management will inform the employee of the estimated completion date of the study. If no follow-up action has been taken within ninety (90) days from the date of the study request, Human Resources Administration shall provide a progress report to the employee and the Union upon request.

The Court agrees to notify the Union and to consult upon request regarding new classifications, the primary duties of which are derived from Local 721 represented classification. Further, subject to approval of said new classifications by the Court, upon accretion of the new classification into the bargaining unit, and upon request of Local 721, the parties agree to negotiate and recommend proposed salaries of approval and implementation.

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At the written request of Local 721, Court management may approve time off with pay for one (1) employee (additional employees may be approved by mutual agreement of the parties) in the Supervisory Unit, designated by Local 721 as spokesperson for the unit, to attend Fringe Benefits negotiations between Local 721 and the County of Los Angeles where the subject of such negotiation meetings involve issues affecting employee relations of employees in the Unit.

The name of the employee so designated will be provided, in writing, by Local 721 to management. Local 721 agrees that the employee designated shall not log nor be entitled to compensatory time or premium pay for the time spent pursuing the aforementioned activities allowed under this Article.

The Court will fill vacancies in the bargaining unit in accordance with California Government Code section 71642(a). Open competitive examinations will be used for entry-level positions or where the recruitment needs of the Court make it impractical to fill a vacancy through this method. When filling vacant positions the Court shall consider the Transfer Opportunity list.

The Court will publish a bulletin announcing job opportunities, which shall be posted on bulletin boards (electronic and regular), through electronic mail and on the Court's Website.

The bulletin shall state the nature of the examination including the examination method(s) to be used and the weight to be given to the examination component. The Court reserves the right to change the selection process to be used and weights assigned to various parts of the examination at any time during the process of recruitment.

Affected candidates will be notified in writing of changes to the examination process.

All examinees shall be provided their final examination results. Additionally, bargaining unit members shall have the right to review the results of his/her examination except as restricted in Court or County policy. Persons requesting review of the examination results must do so in writing by notifying Human Resources within (10) business days following the postmark of the official examination results notification.

A certification list shall remain valid for one year. However, the Court has the discretion to designate a shorter eligibility period, extend, or terminate lists based on the needs of the Court.

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the Memorandum of Understanding the day, month and year first above written.


LOS ANGELES COUNTY
EMPLOYEES ASSOCIATION
SEIU LOCAL 721

SUPERIOR COURT OF
CALIFORNIA, COUNTY
OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

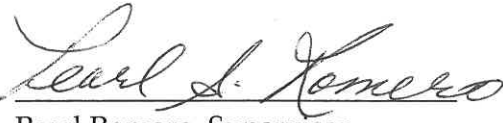
BY



Corrine Mposi, Regional Director
SEIU



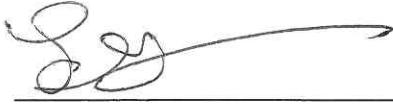
SHERRI R. CARTER
Executive Officer/Clerk



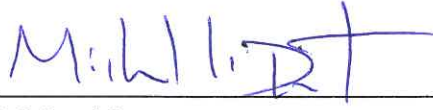
Pearl Romero, Supervisor
B-Unit 867




Ivette Peña, Chief Spokesperson



La Taunya Green, Supervisor
B-Unit 867



Michael Lampert



Earl Thompson, Chairperson
SEIU WSO

Superior Court of California, County of Los Angeles

Supervisory Unit 867

June 30, 2014, through July 1, 2016



SEIU Local 721

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Questions? Call the Member Connection (877) 721-4YOU

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