

SEIU Local 721

Superior Court of California, County of Ventura

Memorandum of Agreement

**July 1, 2016,
through
June 30, 2018**



MEMORANDUM OF AGREEMENT

**Between the
Superior Court of California,
County of Ventura**



**and the
Service Employees International Union
Local 721**

July 1, 2016 – June 30, 2018

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ARTICLE 1 TERM

Section 1 MEMORANDUM OF AGREEMENT: This Memorandum of Agreement (MOA) sets forth the terms of agreement reached between the Superior Court of California, County of Ventura (hereafter referred to as Court) and Service Employees International Union, Local 721 (hereinafter referred to as SEIU), as the exclusive employee organization for employees in those represented units described in Article 3 - Recognition. This Memorandum of Agreement is effective from July 1, 2016 up to and including midnight June 30, 2018.

Section 2 SUCCESSOR AGREEMENT: In the event SEIU desires to negotiate a successor Memorandum of Agreement, SEIU shall serve on the Court within one hundred and twenty (120) days prior to the expiration of the MOA, written request to modify, amend, or terminate the MOA.

Negotiations shall begin within thirty (30) days after receipt of SEIU's written request to commence negotiations unless otherwise agreed to by the parties. Sections of this MOA not addressed by either party in their proposals shall remain in full force and effect when a successor agreement is implemented.

ARTICLE 2 IMPLEMENTATION

It is agreed that this Memorandum of Agreement shall not be binding upon the parties - either in whole or in part unless and until approved by SEIU and the Court:

- A. SEIU acts, formally, by majority vote to approve said Memorandum of Agreement; and
- B. The Court enacts necessary resolutions and amendments to all court policies required to implement the provisions of these Articles.

ARTICLE 3 RECOGNITION

This Memorandum of Agreement shall apply only to persons employed in job classifications within the following bargaining units:

- A. Administrative (classifications listed in Exhibit 1)
- B. Professional & Technical (classifications listed in Exhibit 1)
- C. Supervisory Unit (classifications listed in Exhibit 1)

The terms "employee" or "employees" as used in this Memorandum of Agreement shall refer only to persons employed by the Court in said bargaining units.

ARTICLE 4

FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This Memorandum of Agreement 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.
- B. It is the intent of the parties that this Memorandum of Agreement be administered in its entirety in good faith during its full term. It is recognized that during such term, it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit(s) of the Court. Where Management finds it necessary to make such changes, it shall notify SEIU indicating the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the Court, where the subject matter of the change is subject to negotiations, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify SEIU of such changes as soon as possible. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

Where Management makes any changes in working conditions because of the requirements of federal or State law, the Court shall not be required to renegotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

- C. Except as specifically provided herein, it is agreed and understood that each party 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 or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Agreement.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the Court.
- E. The waiver of any breach, term or condition of this Memorandum of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 5 RETIREMENT

Section 1 RETIREMENT: The Court will comply with the provisions of the Public Employees Pension Reform Act (PEPRA), as amended.

Section 2 SAFE HARBOR RETIREMENT PLAN: SEIU agrees, and the Court shall continue to offer through the County of Ventura, the County's "Safe Harbor" retirement plan in compliance with the provisions of the Omnibus Budget Reconciliation Act (OBRA), for employees not eligible for coverage under the provisions of the 1937 Retirement Act.

Employees who are regularly scheduled to work less than 64 hours per pay period will not be covered by the Ventura County's Employees' Retirement Association (VCERA) system, but will be covered by Safe Harbor.

Employees who are regularly scheduled to work 64 hours or more per pay period will be in VCERA. Once employees are in the County's system, they will remain in the County system even if their work schedules are officially reduced.

ARTICLE 6 SALARY PLAN

- A. Effective July 3, 2016, the base salary for each employee covered by this Agreement, with the exception of Court Reporters and Court Interpreters, shall receive a Cost of Living Adjustment increasing wages by 6%. Salary ranges for each job classification covered under this agreement will receive the same adjustment amount increasing the pay range by 6%.
- B. Effective July 2, 2017, the base salary for each employee covered by this Agreement, with the exception of Court Reporters and Court Interpreters, shall receive a Cost of Living Adjustment increasing wages by 3%. Salary ranges for each job classification covered under this agreement will receive the same adjustment amount increasing the pay range by 3%.
- C. During the term of this MOA, salary parity with the State Interpreter's Contract as applied to "Region 1" will be retained for the Court Interpreter's job classification series.
- D. The Court will pay the Court Reporter's job classification series the amount as required by Government Code Section 69995.

ARTICLE 7 PAY PRACTICES

- Section 1 **COMPENSATION**: Except as otherwise provided herein, employees shall receive the compensation of the salary range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in these Articles.
- Section 2 **REGULAR PAY DAY**: System changes may be made during the term of this Agreement by the Superior Court of California, County of Ventura; however, compensation is fixed for all positions, as biweekly compensation to be paid to each employee. Such biweekly compensation shall be paid to employees on or about the Friday following the end of the biweekly pay period.
- Section 3 **PAY UPON TERMINATION**: Upon certification of the Deputy Executive Officer of Human Resources or designee that the employment of any employee is terminated prior to the expiration of the biweekly pay period, the compensation of the employee shall become due and be paid within

five (5) days of termination.

Section 4 PAY FOR PART-TIME REGULAR EMPLOYEES: Part-time regular employees are defined as those employees who, as a regular job assignment, work less than 64 hours in each biweekly pay period. The compensation rate for part-time employees shall be determined on the same basis as regular full-time employees for employment in each job classification or position. Compensation pay for regular part-time employees will be based on the employee's hourly rate of pay as applied to the actual number of hours worked within each biweekly pay period.

Premium pay will also be paid to regular part-time employees on the same basis as full-time employees except that when premium pay is paid on a biweekly or monthly rate, that rate will be paid to part-time employees on a pro rata basis.

Section 5 HOURLY WAGE RATE: Whenever an employee whose wage is fixed on a yearly or biweekly basis works less than the total number of hours in a particular biweekly period, the employee shall receive salary or wages for the period in accordance with the hourly rate of the classification.

Section 6 GRANDFATHERED PAY: An employee's wage will be grandfathered (frozen) immediately prior to the date of downward job reclassification and may not be increased until the maximum of the salary range assigned the new job classification exceeds the wage the employee is earning. At the time the employee is eligible to receive a wage increase, the employee shall then be placed at the point in the range most closely representing an approximately five percent (5%) increase in wage and shall retain his/her anniversary date that was in effect immediately prior to the wage grandfathering.

For purposes of this section the term "Grandfathering" shall mean the amount equal to the difference between the salary for the prior job classification and the new job classification.

Section 7 WAGE ON TRANSFER: Whenever an employee is voluntarily or involuntarily transferred, or assigned to a position in a different job classification having the same salary range as his/her former job classification, the employee shall retain his/her wage and anniversary date.

Section 8 PRIORITY OF INCREASES: A wage increase to which an employee is entitled, that may take effect on the same date, shall be fixed to the wage received by the employee on the preceding day of any wage increase action. Priority of wage increases are as follows: 1) any general wage increase, 2) any higher salary range or salary range placement, 3) any

anniversary merit increase, and 4) any promotional increase.

Section 9 WAGE ON DEMOTION OF A PROMOTIONAL PROBATIONARY EMPLOYEE: A promotional probationary employee demoted to the job classification the employee formerly occupied in good standing, shall have the wage, probationary status and anniversary date the employee would have achieved if the employee had remained in the lower job classification throughout the period of their service in the higher job classification.

Upon the request of the employee, and with the approval of the Deputy Executive Officer for the department, a probationary employee may be demoted to a job classification in which the employee did not previously hold status provided the Human Resources Department certifies that said employee is qualified for said position.

Such employee shall be demoted to the entry level wage within the salary range in the lower job classification or, upon request by the Deputy Executive Officer for the department and with the approval by the Deputy Executive Officer of Human Resources or designee, retain their current wage, or receive the top range for the lower job classification, whichever is less. The employee shall also be required to serve a new probationary period.

Section 10 WAGE ON DEMOTION: Whenever an employee who has completed their probationary period in a higher job classification is then demoted to a position in a lower job classification for reasons other than unsatisfactory performance, the employee shall receive the highest wage of the new salary range that does not exceed the employee's wage immediately prior to the demotion, and the employee shall retain their anniversary date.

Section 11 MERIT INCREASES: Merit increases within a salary range shall not be automatic. They shall be based on merit and shall require the written approval of the Deputy Executive Officer for the department, containing the effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase of approximately five percent (5%) within a range for the job classification unless the employee's wage is less than five percent (5%) from the top of the salary range, in such a case, the wage increase shall be to the top of the salary range.

Section 12 MERIT INCREASE QUALIFIERS: A merit increase for a newly appointed, reemployed, promoted, or regular status employee may be due when:

- A. An initial merit increase may be given upon completion of 13 pay periods of service in that job classification. Employee's wage must be within the salary range for the assigned job classification.

- B. Succeeding merit may be given upon completion of each additional 26 pay periods in that job classification.
- C. The period of service required to qualify for merit increases by regular part-time employees shall be established by prorating the hours worked, excluding overtime, as compared to a regular full-time work schedule.
- D. At least 15 days prior to an employee's merit increase anniversary date, the Deputy Executive Officer of the Department shall notify the Deputy Executive Officer of Human Resources or designee and the employee in writing of his/her decisions regarding approval, denial or deferment of a merit increase. In all cases, the recommendation of the Deputy Executive Officer of the department shall be based on the employee's performance.
- E. If, in the judgment of the Deputy Executive Officer of the Department, the employee's performance does not warrant a merit wage increase on the employee's anniversary date, the Court may deny the wage increase. Within 26 pay periods of an employee's anniversary date, for whom a merit increase has been denied, the employee by his/her own initiative, may request a review of the merit increase matter by the Deputy Executive Officer of the Department. If the Deputy Executive Officer of the Department concurs with the requested review or if the Deputy Executive Officer independently initiates his/her own review of the merit increase matter, then the Deputy Executive Officer shall reopen the matter by submitting a new performance review, associated rating form and recommendation.

If an employee's merit increase is deferred and later granted within the year, the employee's eligibility for the next merit increase shall not be due until twenty-six (26) pay periods have elapsed from the first day of the pay period on which the increase was actually granted. If the merit increase was approved on or before the fifth (5th) working day of the pay period, the anniversary date shall be deemed to be the first day of that pay period during which the increase was granted. If the merit increase was approved and effective on or after the sixth (6th) working day of the pay period, then the anniversary date shall be deemed to be the first (1st) day of the pay period following the effective date of the merit increase. The employee's anniversary date will be adjusted accordingly.

Section 13 MERIT INCREASE CORRECTIONS: Upon discovery that a merit increase failed to be applied to an eligible employee, such as in the case of an oversight of the employee's anniversary date or an incorrect

calculation, the Court shall compensate the employee for the additional amount the employee should have received. The merit increase calculation will be backdated to the anniversary date and additional wages will be added to the employee's next biweekly paycheck. In such cases, there shall be no adjustment of an employee's anniversary date.

Section 14 MERIT INCREASE ANNIVERSARY DATE ADJUSTMENTS: Whenever an employee returns from a leave of absence without pay, their anniversary date, for the purpose of determining eligibility for a merit increase, shall be adjusted. Such employee shall be required to work a number of days equivalent to the number which the employee would have had to work to be eligible for a merit increase had the employee not been on a leave of absence without pay. When the equivalent number of days have been worked, such employee shall be eligible for a merit increase.

If the leave of absence was for one pay period or less, then the provisions of this Section shall not apply, and for the purpose of determining eligibility for a merit increase, such employee shall be treated as if the employee had not been on leave of absence without pay. If the date when the employee completed this additional period of work is on or before the fifth (5th) working day of the pay period, then the anniversary date shall be the first (1st) day of the pay period. If the work is completed on or after the sixth (6th) working day of the pay period, then the anniversary date shall be the pay period following the date that such additional work was completed. A like adjustment shall be made to the anniversary date of an employee at the top of the salary range whenever the employee is on leave of absence without pay.

Section 15 SALARY ON PROMOTION: Except as provided below, a regular employee who is promoted to a position in a job classification having a higher salary range shall receive the entry level wage for the higher job classification, or such a higher amount as would constitute a wage increase of approximately five percent (5%) over the wage received prior to the promotion, whichever is greater.

A. Notwithstanding the provisions described above, a regular employee, who is promoted to a position in a job classification having a higher salary range may, upon recommendation of the Deputy Executive Officer for the Department and subject to the approvals described below, have his/her initial wage established at any point of the salary range. Such rate must, however, be at least the salary rate minimum for the higher job classification or such a higher amount as would constitute a wage increase of approximately five percent (5%) over the wage received prior to promotion, whichever is greater. A salary established as a result of this provision is subject to the following approvals:

1. Up to the midpoint of the salary range - approval by the Director of Human Resources.
2. From the midpoint to the top of the salary range - approval by the Deputy Executive Officer of Human Resources.

The advanced salary placement of a regular employee may be made when:

1. No qualified person can be recruited to fill a position at a minimum rate; or,
2. The skills or experience of the regular employee warrant a higher salary placement.

- B. SEIU shall be notified of promotions made above the midpoint of the salary range for job classifications covered by this Agreement.

Section 16 ANNIVERSARY DATE ON PROMOTION: Whenever a regular employee is promoted to a position on or before the fifth (5th) working day of the pay period, the effective date of the promotion for purposes of merit increase shall be the first (1st) day of the pay period during which the employee was promoted. Whenever a regular employee is promoted to a position on or after the sixth (6th) working day of the pay period, the effective date of the promotion for the purposes of merit increase shall be the first (1st) day of the pay period following such promotion.

At least 30 days prior to the date an employee is eligible for a promotion, the Deputy Executive Officer of the department shall notify the Deputy Executive Officer of Human Resources or designee and the employee in writing of their decision regarding approval, denial or deferment of a promotion. In all cases, the recommendation of the Deputy Executive Officer of the department shall be based on the employee's performance.

Employees, who have been denied a promotion may by their own initiative, request a review by the Deputy Executive Officer of the department after the completion of 1,040 work hours from the eligible date of promotion. The Deputy Executive Officer may approve or deny the employee's request by submitting a performance review.

Section 17 WAGE ADJUSTMENT ON TEMPORARY PROMOTION/OUT OF CLASS PAY: A regular employee assigned to a higher job classification to fill a vacancy caused by sick leave or other approved leave of absence, or any other reasons stipulated by these Articles, and who serves in said higher classification for forty (40) consecutive hours, shall thereafter be paid

according to the salary range of the job classification to which the employee has been temporarily promoted.

Upon temporary promotion, an employee will receive either the minimum of the new salary range or a five percent (5%) increase over his present wage, whichever is greater. In no case shall such a wage adjustment place the employee beyond the maximum of the salary range of the job classification to which the employee has been temporarily promoted.

An employee so temporarily promoted shall receive the adjusted wage for the length of time the employee continues to serve in said higher job classification. Furthermore, the employee shall be entitled to receive wage increases within the range for the job classification as provided in these Articles as though the employee had been appointed on the day the employee began to receive the wage designated for the position. The forty (40) hour waiting period shall apply each time an employee is temporarily assigned to a higher job classification.

This provision excludes those job classifications whose specific duties and responsibilities require supervision in the absence of an immediate supervisor.

Upon conclusion of the temporary promotion assignment, the employee shall return to his/her previously held position. At the time of end of the temporary promotion assignment, the employee shall be entitled to those wage adjustments to which the employee would otherwise have been entitled had the employee not been temporarily promoted.

Section 18 ADVANCED SALARY APPOINTMENTS (NEW HIRES): Upon recommendation of the Deputy Executive Officer of the Department, the Deputy Executive Officer of Human Resources may approve filling a position beyond the midpoint of the salary range provided that:

- A. Reasonable proof has been presented that no qualified person can be recruited to fill a position beyond the midpoint of the salary range; or,
- B. Reasonable proof has been presented that an applicant has qualifications deserving a starting salary higher than the midpoint of the salary range.

SEIU shall be notified of appointments made above the midpoint of the salary range for job classifications covered by this Agreement.

ARTICLE 8
PAY INCENTIVE /PREMIUM PAY

Section 1 **BILINGUAL PREMIUM PAY:**

- A. Employees who provide bilingual skills while functioning in positions which require the use of bilingual skills shall receive bilingual premium pay at one of the following premium pay levels: I and II. The assignment of positions requiring bilingual skills will be determined by the Deputy Executive Officer of the Department, based upon the business need as defined by effective Court operations.
- B. The level of an employee's bilingual proficiency which shall be determined by an examination administered by the Deputy Executive Officer of Human Resources or designee.
- C. The rates for the respective levels are:

<u>Bilingual Skill Level</u>	<u>Premium Pay</u>
I	\$.65/hour
II	\$.80/hour

Employees in positions eligible to receive bilingual premium pay shall receive the appropriate rate per hour compensated per biweekly pay period, not to exceed eighty (80) compensated hours per pay period. Such premium pay shall be in addition to the employee's base wage.

The provisions of this Section shall not apply to the classification of Court Interpreter.

Section 2 **STANDBY PREMIUM PAY:** Should an employee be placed on formal standby duty, such an employee shall be compensated for actual time on call at one-quarter (1/4) of his regular hourly wage or at minimum wage, whichever is greater, and for time worked as a result of a callback to duty at his hourly wage. In no instance shall a callback to duty be considered as less than two (2) hours for pay purposes. No employee shall be paid for callback time and standby simultaneously. All employees excluded from the overtime provisions of these Articles are also excluded from the provisions of this Section.

Section 3 **CERTIFIED PUBLIC ACCOUNTANT:** Regular or probationary accountants and auditors who are accredited as Certified Public Accountants shall receive a premium pay of 47¢ per hour compensated, per biweekly pay period, not

to exceed eighty (80) compensated hours per pay period. Such premium pay shall be in addition to their base pay.

Section 4 REALTIME CERTIFIED INCENTIVE: Effective December 28, 2008, regular and probationary fulltime Court Reporters who are Certified Realtime Reporters (CRR) from the National Court Reporters Association (NCRA) or—the California Commission on Realtime Reporting, or an equivalent examination administered by a California State Agency or Association, and have met the Court's Realtime Qualification Requirements, as described below, shall receive additional wages in the form of a five percent (5%) pay differential. Such premium pay shall be in addition to their base pay.

A. The Director of Human Resources or designee shall grant incentives pursuant to this Section only after the submission and approval of the appropriate documentation.

1. The Court Reporter must submit valid Membership Card from the National Court Reporters Association, or California State Agency or Association, designating their CRR (Certified Realtime Reporter) status. If the Court Reporter fails to submit a valid and current proof of certification after the one on file has expired, the incentive shall be discontinued the following pay period.
2. The Court Reporter has submitted a signed Application for Realtime Incentive Pay attesting to the fact that they are able and willing to provide Realtime services to bench officers upon request and understand that if they are unable or unwilling to provide such service, that the 5% Realtime incentive allowance will be withdrawn the following pay period, until such time that the court reporter agrees to resume the service and resubmits the appropriate documentation for approval.

Section 5 NON-CERTIFIED REALTIME INCENTIVE: Effective June 22, 2014, a regular or eligible probationary Court Reporter who is not realtime certified and is providing realtime services, shall receive incentive pay of 82¢ per hour compensated (equivalent to 2.5% salary and salary related cost), per biweekly pay period, not to exceed eighty (80) compensated hours per pay period. Such incentive pay shall be in addition to their base pay. Employees shall be entitled to receive only one form of realtime incentive pay for the services provided.

A. The assignment of positions requiring non-certified realtime skills will be determined by the Deputy Executive Officer of the

department, based upon the business need as defined by Court operations.

- B. The Director of Human Resources or designee shall grant incentives pursuant to this Section on the pay period following the submission and approval of the appropriate documentation.
- C. The Court Reporter must submit a signed Application for Non-Certified Realtime Incentive Pay attesting to the fact that they are able and willing to provide non-certified realtime services to judicial officers upon request and understand that if they are unable or unwilling to provide such service, that the incentive will be discontinued.
- D. Non-certified realtime incentive pay shall be revoked if employee fails to provide non-certified realtime services on a regular basis in accordance with Court policy.

ARTICLE 9 BENEFITS PROGRAM

Section 1 **COURT CONTRIBUTION:** For the purposes and terms of this Agreement, the Court and SEIU agree that the Flexible Benefits Program as provided by the County will apply and be offered to Court employees.

- A. Full-time employees will be covered by the Flexible Benefits Program (Cafeteria Plan). Subject to terms and conditions of the plan document, the Court shall contribute an amount not to exceed \$420.00 per biweekly pay period towards the Cafeteria Plan for each full-time employee, effective December 4, 2016.

The Court shall contribute an amount not to exceed \$445.00 per biweekly pay period towards the Cafeteria Plan for each full-time employee effective December 3, 2017.

- B. Flexible credits for enrolled part-time employees shall be established on a separate basis from full-time employees. For each enrolled part-time employee, and subject to the conditions of the plan document, the Court shall contribute an amount not to exceed \$369.00 per biweekly pay period towards the Flexible Benefits Program, effective December 4, 2016. For purposes of this Article only, part-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty (60) hours per biweekly pay period.

The Court shall contribute an amount not to exceed \$395.00 per biweekly pay period towards the Cafeteria Plan for each part-time employee effective December 3, 2017.

Section 2 CONTINUATION OF HEALTH PLAN: It is the Court's intent to fully comply with the provisions of the Federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the Pregnancy Disability Leave Act (PDL). Should an employee exhaust his or her annual leave/sick leave and go on medical or maternity leave of absence without pay, the Court agrees to continue to make its contribution to the Flexible Benefits Program in accordance with applicable laws, provided, however, that any such biweekly period covered pursuant to this provision shall be credited towards, and not considered in addition to, any requirement of the FMLA, CFRA, or PDL. The Court's contributions towards reimbursement accounts or cash options in the Flexible Benefits Program will not continue during such leaves of absence. The number of hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay.

Section 3 BENEFIT PLAN CHANGES: The Court agrees to investigate other health benefit programs that are comparable to the existing plan and cost-efficient to the Court and Court employees. Should health benefit programs become available that are comparable and cost-efficient to the parties, the Court will transfer employees out of the current Flexible Benefits Program and into a new Flexible Benefits Program.

Section 4 STATE DISABILITY INSURANCE (SDI): The parties agree to continue participation in the employee paid State Disability Insurance Program (SDI) pursuant to applicable State regulations and the following provisions:

- A. For purposes of this Section only, the term "employee" shall include regular employees assigned to Court job classifications. This inclusion in the SDI program will not confer any representation rights to temporary help employees or alter in any way the definition of "employee" in the Court's Personnel Rules and Regulations or this Memorandum of Agreement.
- B. If a bargaining unit chooses to withdraw from SDI after the required two (2) years, membership must present a majority petition indicating such desire.
- C. This program shall be administered by the Court.

- D. Per State regulations, benefits for employees not previously covered by SDI shall become effective approximately seven (7) months after enrollment.

ARTICLE 10 OTHER COMPENSABLE BENEFITS

Section 1 MILEAGE REIMBURSEMENT:

Rate – Employees who are required to use their personal vehicle for Court business shall be reimbursed at a rate equivalent to the standard mileage rate established by the State of California, as followed by the Administrative Office of the Courts and the Mileage Reimbursement Procedure – Use of Court Vehicles.

Section 2 NECESSARY AND ACTUAL EXPENSES: Necessary and actual expenses incurred by an employee while attending to business of the Court may be reimbursed with the approval and authorization of Deputy Executive Officer for the Department. A statement of justification satisfactory to the Assistant Executive Officer shall be submitted with the claims. Such reimbursement, however, does not apply whenever the provisions in law provide for payment of such expenses.

Section 3 PERSONAL PROPERTY REIMBURSEMENT POLICY:

- A. Criteria – In the event an employee's personal property is lost, damaged or stolen while in the line of duty a claim for reimbursement may be submitted to the Court Fiscal Services Department.
- B. Amount of Claim - The minimum claim shall be for a cumulative total of twenty-five dollars (\$25) per incident; claims under twenty-five dollars (\$25) shall not be processed. The maximum amount any one employee may claim is seven hundred and fifty hundred dollars (\$750) in one year.
- C. The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost less any insurance payment, if any, of lost or stolen items or the repair cost of items that are repairable. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to a twenty-five dollar (\$25) minimum claim limit and a maximum of seven hundred and fifty hundred dollars (\$500).

Jewelry items will not be reimbursable. Lost, stolen or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to a maximum of seventy dollars (\$70). They will also be subject to a ten dollar (\$10) deductible.

All damages to private automobiles or automobile equipment will not be reimbursable under this policy.

Section 4 CONFERENCES AND SEMINARS: The Court recognizes the value to be obtained from having employees attend management approved job-related conferences and seminars. It shall be the policy of the Court, whenever possible and within departmental guidelines, to advance employee's transportation, lodging, and meal allowances, if applicable, prior to the employee leaving for the conference or seminar.

Section 5 EDUCATION INCENTIVE PAY:

A. Employees shall receive incentive pay in addition to base salary for educational attainments not specifically required by the position pursuant to the official job classification specification maintained by the Human Resources Department as follows:

1.	Associate in Arts/Science Degree	2.5%
2.	Bachelor's Degree	3.5%
3.	Graduate Degree	5.0%

B. Employees eligible for educational incentive pay shall be entitled to receive only one level of pay for the highest degree level attained.

C. Incentives shall be granted pursuant to this Section only after submission of appropriate documentation to, and approval by the Director of Human Resources.

Section 6 PROFESSIONAL CONTINUING EDUCATION: Any Court employee attending continuing education classes required to maintain certifications shall receive their regular rate of pay for all hours while in attendance in such classes when time spent in training is during regular working hours. Time spent in training outside of regular working hours shall be considered hours of work if the training is required or directed by the Court. In order to qualify for such paid hours the employee must obtain prior authorization from their supervisor.

ARTICLE 11
TEXTBOOK AND TUITION REIMBURSEMENT

- Section 1 PURPOSE: To provide a program whereby regular and probationary employees of the Court are reimbursed for the costs of textbooks, tuition, registration and fees for occupationally related school courses, workshops, and seminars satisfactorily completed.
- Section 2 ELIGIBLE EMPLOYEES: Regular, probationary, full-time and part-time employees (on a pro rata basis) are eligible to participate in this program.
- Section 3 COURSES ELIGIBLE: The following criteria will be used in determining eligibility for reimbursement:
- A. Courses must have a reasonable potential for resulting in more effective Court service.
 - B. Courses directly related to the employee's occupational field are eligible.
 - C. Courses that are prerequisite to job-related courses are also eligible.
 - D. Job-related courses preparing an employee for promotion in their job field, or a job field for which there are promotional opportunities within Court service are eligible.
 - E. Graduate course work which is required to receive a job-related Master's Degree is eligible for reimbursement.
 - F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement for undergraduate courses. A grade of "A" or "B" or its equivalent (Pass for Pass/Fail courses) is required for reimbursement for graduate courses.
 - G. Job-related seminars and workshops offered by professional societies, organizations, or a Court training facility shall be eligible for reimbursement.
 - H. Courses must be offered by a school recognized by the State of California, the Department of Health, Education and Welfare, or the Veteran's Administration, unless otherwise provided in this Article.
 - I. Seminars and workshops directly job-related are eligible if offered in conjunction with a recognized college, educational institution or

professional organization. The coursework must be recommended and approved by the Deputy Executive Officer for the Department.

Section 4 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

- A. Those taken to bring unsatisfactory performance up to an acceptable level.
- B. Those which duplicate in-service training.
- C. Those which duplicate training the employee has already received.

Section 5 TEXTBOOK AND TUITION REIMBURSEMENT:

Tuition Reimbursement – Effective January 1, 2017, the Court shall, unless otherwise designated in this Agreement, provide for 100% reimbursement, up to a maximum of \$2,250, of tuition for, job-related recognized courses.

All reimbursements will be issued in accordance with the provisions of the Article. This benefit is to be applied in the fiscal year in which the course work is completed. Expenditures in excess of the maximum allowable reimbursement shall not be authorized, nor paid.

Court Reporters will be eligible for annual reimbursement of licensure fees paid to the California Court Reporters Board, Department of Consumer Affairs.

Section 6 COSTS NOT COVERED: In terms of both time and money, the following costs are not covered by the program:

- A. Courses must be taken on the employee's own time, on compensatory time, annual leave, or administrative leave approved in advance by the Deputy Executive Officer for the Department. Deputy Executive Officers are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this section is to not provide for time off with pay.
- B. Neither transportation nor mileage reimbursement are provided for by this program.
- C. Meals and other costs not specifically covered in this program will not be paid.
- D. Costs for which reimbursement is received from other sources,

except that portion not covered from other sources will be paid by the Court up to the maximum as provided by this Article.

- E. Conventions and conferences are not covered by this reimbursement program.

Section 7 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Fiscal Services Department is responsible for the administration of this program. Applications for reimbursement must receive approval by the Deputy Executive Officer for each respective department prior to the first class session. An official record of grades and receipts for tuition or proof of attendance and completion for seminars and conferences must be submitted along with request for reimbursement within ninety (90) days after the last class session. Reimbursement will be made to the employee within two (2) weeks after grade cards and receipts have been received by the approving department authority. New employees, however, will not be reimbursed until they have completed thirteen (13) bi-weeks of Court employment. The Deputy Executive Officer of Human Resources or designee may develop forms and additional procedures which are deemed necessary to accomplish the intent of this textbook and tuition program.

Section 8 TEXTBOOK & TUITION – OUT OF STATE: Employees shall be entitled to reimbursement for classes/courses taken out of state, provided that all the above criteria are met and it results in no additional cost to the Court.

ARTICLE 12 HOURS OF WORK

Section 1 HOURS OF WORK: The biweekly work period of the Court shall be ten (10) working days of eight (8) hours each. Employees on a straight eight (8) hour shift schedule shall work eight (8) hours straight inclusive of breaks, exclusive of meal periods. The provisions of this Article define the normal work period for the Court and do not guarantee a minimum number of hours of work.

Section 2 OTHER ALLOWABLE WORK PERIODS: The Court may, following communication with employees involved, assign employees of a department of the Court to any other schedule which aids the Court's ability to serve the public if such schedule is not a violation of State or Federal law. The Court agrees to consult with SEIU prior to employees being placed on a modified workweek.

- A. The Court and SEIU agree to meet and discuss problems with, or

changes in, work schedules during the term of this Agreement upon request of either party.

Section 3 VARIABLE WORK PROGRAM:

- A. The determination to implement a variable work program shall be at the sole discretion of the Deputy Executive Officer for each respective department. Employee participation in the program is voluntary. However, nothing contained herein either precludes management from assigning employees to the variable work program or denying their requests for voluntary participation. Eligibility for variable work hours will be at the sole discretion of the Department Head.

A Department Head may decide to cancel the program at any time, at which time the employees shall be assigned another work schedule. Cancellation will be preceded by a twenty-one (21) day notification. Employees participating in the program will be required to sign an agreement that they have read and understand the program.

- B. On a compressed workweek program, use of annual leave, depending upon the scheduled hours of the employee. Example: Ten (10) hours is equivalent to one (1) day on a 4/10 schedule.

Preference in selecting a day off or variable hours starting and ending time may be given to employees with ridesharing arrangements or dependent care considerations. This is a guideline for use by managers in determining workflow and coverage issues.

- C. Any employee requesting change in a flexible work schedule will be at the sole discretion of and require manager approval, changes subject to the review of the Deputy Executive Officer of the department.
- D. Employees and managers/supervisors may be required to complete periodic surveys, to evaluate the effects of the program.

ARTICLE 13
OVERTIME

Section 1 OVERTIME POLICY: Both the calculation and payment of overtime shall be administered in a manner that meets the requirements of the Fair

Labor Standards Act (FLSA). No provision of this Article, nor any other Article contained in this Agreement, should be construed as a guarantee of hours or days of work per day, week, or biweekly. Regular full-time and part-time employees who are assigned to non-exempt job classifications, under the provisions of the FLSA shall be paid at a rate of one and one-half (1.5) times their hourly rate of pay for all hours worked in excess of forty (40) hours during a designated work period.

It is the Court's policy to avoid the necessity for overtime whenever and wherever possible. Overtime work may sometimes be necessary to meet emergency situations, seasonal or peak workload requirements. No employee shall work overtime unless authorized by his Department Head. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.

Any employee assigned to a position which is classified as FLSA exempt shall not be paid overtime of any type unless specifically provided herein.

Section 2 COMPENSATORY TIME: Regular full-time and part-time employees who are eligible to receive overtime pay may request compensatory time off in lieu of overtime pay, at the rate of one and one-half (1½) hours for each hour worked in excess of forty (40) hours during the designated work week. The maximum number of accumulated hours of compensatory time off shall not exceed 120 hours (80 hours worked as overtime x 1.5 = 120 hours) a calendar year.

Accumulated compensatory time off may be utilized and is subject to the following conditions:

- A. Accumulated compensatory time off may be taken with the prior approval of department management.
- B. If an employee is unable to take compensatory time off within the calendar year during which the overtime is earned, the employee may choose to have compensatory time off either cashed-out or carried over into the next calendar year.

If compensatory time off is carried over, it must be taken as compensatory time off during the next year or it will be cashed-out at the completion of the second calendar year, at the base hourly rate in effect at the time of payout.

- C. Any employee, who voluntarily terminates or is involuntarily terminated, shall be paid the hourly equivalent of their wage for each hour of accrued compensatory time off. The compensation resulting from this provision shall be based upon the base rate in

effect for the employee on the last day actually worked, spent on authorized leave, or spent on authorized time off.

ARTICLE 14 ADMINISTRATIVE LEAVE

Section 1 ADMINISTRATIVE LEAVE: Administrative Leave may be granted as “time off with pay” for employees who are assigned to positions that are declared “exempt”, under the Fair Labor Standards Act. Employees working in exempt positions are eligible for administrative leave in times of stress or unusual workload situations.

- A. GRANTING OF ADMINISTRATIVE LEAVE: Employees shall be granted paid administrative leave upon approval of the Deputy Executive Officer for the department, or designee, in accordance with Court policies and guidelines.

Administrative Leave may be granted in any increment of hours.

- B. PAYMENT FOR OVERTIME WORKED: Nothing herein shall prevent the payment of straight-time cash compensation to employees who are assigned to positions which are declared exempt. Such compensation shall require the Deputy Executive Officer of Human Resources.
- C. USE, ACCRUALS AND RECORD KEEPING: Employees working in positions which are exempt from overtime shall not accrue or record hours worked beyond the regular workday or biweekly work period. The employees shall be eligible to receive administrative leave for personal use in addition to annual leave and holidays. Administrative leave does not accrue and has no cash value.
- D. CHANGES TO CLASSIFICATIONS ELIGIBLE FOR ADMINISTRATIVE LEAVE: Each party to this agreement shall, upon notice from the other during the period of this Agreement, shall promptly meet and confer with respect to proposed additions to or deletions of those classifications eligible for administrative leave.

ARTICLE 15 HOLIDAYS

Section 1 HOLIDAY POLICY: Paid holidays are authorized for regular full-time,

regular part-time and provisional employees. To be entitled to receive pay for paid holidays, employees must be entitled to full compensation for his/her regularly scheduled shift for both the day before and the day after the paid holiday. Full compensation includes any amount of time pro-rated for SDI coordination.

Section 2 PAID COURT HOLIDAYS:

1. New Year's Day, January 1
2. Martin Luther King Day, the third Monday in January
3. Lincoln's Birthday, February 12
4. President's Day, the third Monday in February
5. Cesar Chavez Day, March 31
6. Memorial Day, the last Monday in May
7. Independence Day, July 4
8. Labor Day, the first Monday in September
9. Columbus Day, the second Monday in October
10. Veterans Day, November 11
11. Thanksgiving Day, the fourth Thursday in November
12. The Day after Thanksgiving
13. Christmas Day, December 25

And every day appointed by the President of the United States or Governor of the State for public feast, thanksgiving or holiday, when specifically authorized by the Chief Justice of California.

If a paid assigned holiday falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If a paid assigned holiday falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

Section 3 HOLIDAY PAY: If a holiday falls within a biweekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within the biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 4/10 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours. Holidays for part-time employees shall be pro-rated based upon the total number of hours regularly worked.

Section 4 WORK ON HOLIDAYS: Regular full time and regular part-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one half (1½) their regular rate of pay for

hours actually worked between the hours of 12:01 a.m. and 12:00 midnight of the holiday, in addition to receiving straight time payment for said holidays. Such straight time pay shall not to exceed the number of hours usually scheduled on that day, and shall in no case exceed twelve (12) hours.

Any such employee whose regularly scheduled day off falls on a paid assigned holiday, shall be credited with annual leave hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve (12) hours.

ARTICLE 16 ANNUAL LEAVE

Section 1 ANNUAL LEAVE BANK: Effective January 1, 2002, regular full-time and regular part-time employees covered under this Agreement shall neither accrue vacation nor sick leave. They shall instead, earn Annual Leave according to each biweekly pay period of service, commencing with the employee's initial anniversary date assigned to an employee during the employee's latest period of court employment, according to the following schedule. Rate of pay while on Annual Leave shall be the same wage the employee would have received if the employee would have been on the job.

Part-time employment and absence of time not worked shall cause said pay period's accrual of Annual Leave credits to be reduced on a pro-rata basis.

A. Annual Leave Accrual Rate:

<u>Annual Accrual</u>	<u>Biweekly Accrual</u>	<u>Years of Service</u>
0 to 5 years (0 - 10,400 hours)	22 days	6.77 hours
5 to 10 years (10,401 – 20,800 hours)	26 days	8.00 hours
10 to 15 years (20,801 – 31,200 hours)	28 days	8.62 hours
15 or more years (31,201 + hours)	32 days	9.85 hours

B. Vacation Conversion: Any regular employee who subsequently transfers or promotes into a job classification covered under the provisions shall have their accrued vacation balance similarly converted to Annual Leave on an hour-for-hour basis at the time of such transfer/promotion.

C. Maximum Accrual: Employees shall not accrue more than 480

Annual Leave hours.

- D. Advanced Annual Leave Credit: New and regular full-time employees shall receive seven (7) biweekly pay periods of advanced annual leave accruals as of the date of hire. Said annual leave advancement shall be balanced upon completion of seven (7) biweekly pay periods of service or upon earlier separation.

Section 2 ANNUAL LEAVE USAGE: Annual Leave may be used to restore pay otherwise lost due to absence from work for personal reasons or illness.

- A. Scheduling of Annual Leave: The Deputy Executive Officer for the Department, or designee, shall be responsible for scheduling the Annual Leave periods of the employees within their department(s) in such a manner as to achieve the most efficient functioning of the department/Court.
- B. Unscheduled Annual Leave: When unscheduled usage of Annual Leave occurs, verification of the reason(s) for absence may be required from the employee. Any employee absent from work shall notify the immediate supervisor on the first (1st) day of such leave and as often thereafter as directed by the supervisor in accordance with Court policy.

Any employee absent for a period of five (5) consecutive workdays due to illness or accident may be required to provide to the department management a certificate signed by a physician stating illness or injury on each day of absence.

Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may at the discretion of the Deputy Executive Officer of Human Resources be required to have a physical examination before returning to active duty. Such physical examination shall be performed by a designated physician and shall be at Court expense.

- C. Proof of Illness: When, in the judgment of the Deputy Executive Officer of Human Resources or designee, good reason exists for believing an employee may be abusing Annual Leave, the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed Annual Leave by producing a certificate from a physician, or other legally authorized person to provide health care services on the same levels as a physician or proof satisfactory to the Court.

Such certificate shall include a written statement signed by a health

care provider, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work shall be provided in accordance with Court policy.

An employee off work, or contemplating to be off work, due to illness or injury for an extended period of two (2) weeks or more shall provide a medical certification as to the length of absence from the employee's healthcare provider, stating any duties an employee cannot perform and any restrictions or light-duty requirements.

See next page.

~~D. Annual Redemption: Upon using eighty (80) hours of Annual Leave during the past twelve (12) months, an employee may request to receive pay in lieu of taking annual leave. A request for redemption shall not be made more than twice (2) per calendar year and the total amount redeemed shall not exceed one hundred (100) hours. The employee must have a minimum of forty (40) annual leave hours accrued after payment.~~

E. SDI Coordination: In the case of illness, accrued hours may be used in conjunction with either State Disability Insurance in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received for working a normal schedule.

F. Use of Annual Leave for Pregnancy Disability Leave: Annual Leave time may be used for absence required by complications of pregnancy, continuing through delivery and reasonable period of recovery there from, to be determined in accordance with a written report(s) of the employee's health care provider, specifying the expected date of delivery and the date the employee should cease work. In no event shall an employee return to work after pregnancy prior to a date fixed by the employee's health care provider in a signed statement that the employee is physically able to perform the duties of the assigned position.

Section 3 PAYOFF UPON RETIREMENT OR TERMINATION: Any regular employee who voluntarily terminates, or is involuntarily terminated, shall be paid for all accrued Annual Leave at the same wage as received on the last day worked or last day of approved leave with pay.

Section 4 PRIOR SICK LEAVE ACCRUALS: Effective December 31, 2001, current sick leave balances shall be frozen. The remaining sick leave hours may be used until sick leave balances are exhausted, or upon retirement, disability retirement, death of the employee, or it may be paid as provided under the provision for Payout for Unused Sick Leave as stated below.



Superior Court of California

COUNTY OF VENTURA

Hall of Justice

800 South Victoria Avenue

Ventura, CA 93009

**Memorandum of Agreement between the Superior Court of California, County of Ventura
and the Service Employees International Union Local 721,
effective July 1, 2016 - June 30, 2018
Amendment No. 1**

The memorandum of Agreement between Superior Court of California, County of Ventura and the Service Employees International Union (SEIU), Local 721, effective July 1, 2016 – June 30, 2018, is amended as follows:

**Article 16
Annual Leave**

Section 2 ANNUAL LEAVE USAGE:

D. Annual Redemption: An employee may elect to receive cash in lieu of up to one hundred (100) hours of accrued annual leave at his/her current base hourly rate of pay/salary rate. Any such election shall be subject to the following conditions:

1. Any employee wishing to receive cash in lieu of annual leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash.
2. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for cash payment in the ordinary payroll process. An employee may make up to two (2) requests per calendar year for cash payment in lieu of a combined annual maximum of one hundred (100) hours of annual leave accrual. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.

SEIU and the Court agree that a temporary exception to the above requirement that only annual leave hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to Court Human Resources in the calendar year in which the annual leave will be cashed-out. As such, if an employee has accrued less annual leave in a calendar year than she/he wishes to cash-out at a given time, the employee may cashout annual leave hours carried over from a prior calendar year, if and only if the following conditions are met:

- a. At the time the employee made an irrevocable election to receive cash in lieu of annual leave, the employee submitted a notice of intent to retire in the calendar year in which the annual leave will be cashed-out.

- b. At the time the employee makes a request for cash out payments to be paid, the employee submits an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
 - c. This exception will expire January 1, 2018, as to employees who are entitled to Tier I retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.
3. An employee must use eighty (80) hours of accrued annual leave during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, "use" shall mean actually taking time off work and being paid annual leave pay for such time off. If the employee has not used eighty (80) hours of accrued annual leave in the twelve (12) month immediately preceding the cash-out, the Court shall deduct from the employee's annual leave bank the amount of leave necessary to make the employee eligible for the requested redemption.

If an employee is unable meet the eighty (80) hour usage requirement necessary to cash-out annual leave by the end of the election year as a result of the denial of a written request (or requests) to use annual leave, the employee's election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the annual leave hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours requested in the denials and actual annual leave hours utilized by the employee in the election year must equal at minimum eighty (80) hours. It is the responsibility of the employee to submit the written denials to the Court Payroll at the time the request is made to void the election.

4. If an employee fails to request payment for the total annual leave hours elected for cashout, the County of Ventura Auditor-Controller's Office shall unilaterally cash out the elected annual leave hours to the extent that an employee has accrued leave available before December 31 of the calendar year.
5. Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.
6. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem annual leave for pay in the subsequent calendar year and will not report as income annual leave that the employee is eligible to receive but does not cash-out during that calendar year.
7. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem annual leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the Employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably

anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the County of Ventura Auditor-Controller's office in its sole discretion.

8. Court Human Resources, Court Payroll, and the County of Ventura Auditor-Controller's Office shall develop forms and procedures for implementation of this program.
9. If it is subsequently determined by the employer, the County of Ventura, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to December, 2016 or substantially similar, will not trigger constructive receipt of income from accrued leave, SEIU may, at its sole option, compel the Court to reopen negotiations in order to restore the leave redemption provisions in place in December 2016 or something substantially similar that will not trigger constructive receipt of income from accrued leave.

Service Employees International Union Local 721


Aram Agdaian, Campaign Coordinator/Negotiator

1-23-2017
Date


Richard Padilla, Supervisory Unit

1-30-2017
Date


Linda Daniels, Supervisory Unit

1-19-17
Date


Tanya Rivero, Administrative Unit

1/26/17
Date


Rosa Castro, Professional & Technical Unit

1/19/17
Date

1/18

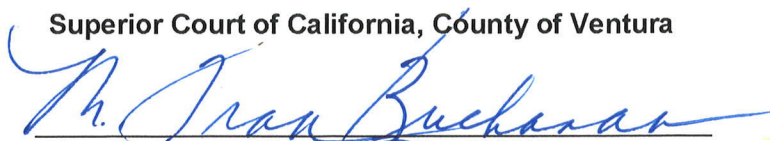
Tiffany Froedge, Administrative Unit

1/19/17
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Caroline Gonzalez, Professional & Technical Unit

1-19-17
Date

Superior Court of California, County of Ventura

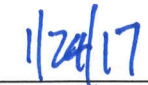


Fran Buchanan, Chief Negotiator (IEDA)

Date




Michael Planet, Court Executive Officer



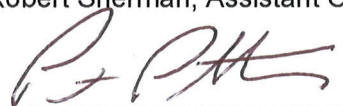
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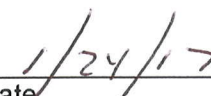
Robert Sherman, Assistant Court Executive Officer



Date



Pat Patterson, Deputy Executive Officer



Date

Upon retirement, disability retirement, or death of an employee, unused accumulated sick leave shall be paid for at a rate of 25% of the current salary thereof for each such employee who has had ten (10) full years of service in a payroll status.

Section 5 COORDINATION WITH DISABILITY BENEFITS: Eligible employees, subsequent to exhausting all accumulated frozen sick leave hours, may use accrued annual leave hours in conjunction with either the State Disability Insurance in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had the employee actually worked his/her normal schedule.

Section 6 DEPARTMENTAL RESPONSIBILITY FOR ADMINISTRATION: The Deputy Executive Officer for each department shall be responsible for control and use of annual leave privileges. Employees utilizing annual leave, claiming illness as cause for the absence, may be required to furnish a certificate issued by a healthcare provider. Any person absent from work on unplanned annual leave shall notify his/her department, or department management, on the first day of such leave and as often thereafter as directed by department management.

Section 7 MEDICAL CERTIFICATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to their illness or injury for more than five (5) consecutive work days may not be entitled to return to work until the employee presents to Court Human Resources a certificate signed by their medical provider stating that the employee was ill or injured on each day of such absence and has been released to return to their regular duties, with or without reasonable accommodations. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of the Deputy Executive Officer of Human Resources, be required to take a physical examination or assessment to determine if employee can perform the essential functions of their position before returning to active duty. Such physical examination/assessment shall be performed by a medical provider designated by the Deputy Executive Officer of Human Resources and shall be at the Court's expense.

Section 8 FROZEN SICK LEAVE:

A. Cancellation of Frozen Sick Leave on Termination: Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all frozen sick leave accrued by the employee at the time of such termination irrespective of whether or not such a person is subsequently employed by the Court.

- B. Compensation for Unused Frozen Sick Leave upon Termination or Retirement: The Court shall make a cash payment of 25% of all unused sick leave upon occurrence of the following:

All employees with (10) ten years or more of continuous Court service shall upon retirement or termination, except discharge for cause, receive a cash payment of 25% of their unused frozen sick leave balance.

The amount of all payment prescribed by this Section shall be computed on the basis of the hourly rate equivalent of the employee's base wage on the last day worked.

- C. Use of Sick Leave for Pregnancy Disability Leave: An employee may elect to use accumulated frozen sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall be administered in accordance with applicable leave laws.
- D. Ineligibility for Benefits: Provisions of this Article are not applicable to employees eligible for annual leave.

ARTICLE 17 WORKERS' COMPENSATION

Section 1 PURPOSE: The Court is legally self insured through the Judicial Branch Workers' Compensation Program (JBWCP). Any employee who sustains a compensable workers' compensation injury or illness, arising out of or in the course and scope of employment, will receive all benefits for which they are entitled under applicable State and federal laws. Any questions regarding compensability are investigated and determined by the independent third party administrator assigned to the Court.

Section 2 INITIAL EVALUATION: Any employee who may have sustained a work-related injury or illness may use Paid Industrial Leave in place of regular working hours for the initial evaluation if the following provisions are met:

- A. The absence from work is for the purpose of an initial evaluation to determine the possibility of a work-related illness or injury.
- B. The initial evaluation is done by:

1. A workers' compensation health care provider approved by Court Human Resources, or
 2. A pre-designated health care provider (provided that the pre-designated form is on file with Human Resources prior to the employee's injury or illness and the designated health care provider meets the necessary requirements in accordance with Labor Code Section 4600).
- C. The time away from work is verified by the employee's department manager and by the health care provider performing the evaluation.

Receiving Paid Industrial Leave for an initial evaluation shall not constitute acceptance of any claim of work-related injury or illness.

Section 3 WORKERS' COMPENSATION LEAVE: Workers' Compensation leaves shall be administered in the same manner as any other medical leave of absence and shall be in accordance with all applicable State and federal laws. Any leave of absence resulting from a work related injury or illness shall be counted towards an employee's entitlement to Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

An employee who is absent from work due to any period of temporary disability arising out of a workplace injury or illness, may be eligible to receive Paid Industrial Leave in an amount equal to their full compensation for the first twenty four (24) working hours of such absence.

Paid Industrial Leave shall be approved if the following provisions are met:

- A. The injury or illness is not due to the employee's violation of Court's safety or security policies.
- B. The need for an absence from work is substantiated by a licensed health care provider's statement from:
 1. A worker's compensation health care provider approved by Court Human Resources, or
 2. A pre-designated health care provider (provided that the pre-designation form is on file with Human Resources prior to the employee's injury or illness and the designated health care provider meets the necessary requirements in accordance with Labor Code Section 4600).

The licensed health care provider's statement must certify that the nature of the illness or injury is sufficiently severe to require the

employee to be absent from their duties during a rehabilitation period.

- C. A claim for workers' compensation benefits has been filed by the employee and has been found to be compensable by the workers' compensation independent third party administrator (TPA) assigned to the Court.

Payment under this provision shall not be cumulative with any benefit, which employee may receive under the California Labor Code as a result of the same injury or illness.

- Section 4 FULL PAYMENT FOR FIRST WEEK OF DISABILITY HOSPITALIZATION: If hospitalization of the employee is required from the first (1st) day of the accident or illness, Paid Industrial Leave may be approved in the amount required to supplement the temporary disability compensation so that the employee receives an amount equal to the employee's regular pay for the first (1st) week of disability if the conditions for an accepted workers' compensation claim are met.
- Section 5 USE OF OTHER LEAVE: If the request for Paid Industrial Leave is denied, the employee may elect to use accrued frozen sick leave, or annual leave time to receive full compensation for the initial twenty-four (24) work hours following the accident or illness.
- Section 6 COORDINATION OF TEMPORARY DISABILITY PAY: Upon receipt of temporary disability indemnity under Division 4 or 4.5 of the California Labor Code, the employee may elect to take enough accrued frozen sick leave or annual leave that when added to the employee's temporary disability indemnity, it will result in full compensation of the employee's pay.
- Section 7 LEAVE WITHOUT PAY: Except as provided in this policy, or in the California Labor Code, employees on a temporary disability leave of absence without pay shall not accrue nor be eligible for any compensation or benefits while on such leave of absence.
- Section 8 ANNUAL LEAVE ACCRUAL: An employee on an accepted Temporary Total Disability (TTD) leave of absence shall be entitled to accrue the same vacation credit the employee would have normally accrued had they not been placed on Temporary Total Disability leave of absence without pay.
- Section 9 HOLIDAY ACCRUAL: An employee who is on an accepted Temporary Disability Leave (TTD) of absence shall be entitled to accrue the same holiday credits the employee would have normally accrued had they had not been placed on Temporary Disability Leave of absence without pay.

- Section 10 HEALTH PLAN CONTRIBUTION: For employees on an accepted Temporary Total Disability (TTD) leave of absence without pay, the Court shall continue to make its contribution to the health plan premium as long as the employee remains on Temporary Total Disability leave of absence without pay.
- Section 11 LIGHT-DUTY ASSIGNMENTS FOR TEMPORARY WORK RESTRICTIONS: Light-duty assignments shall not exceed six (6) months. This limitation does not affect the Court's obligations under State or federal laws other than workers' compensation.
- Section 12 RELATIONSHIP TO LABOR CODE: Payment of wages during injury or illness as set forth in this Section shall be subject to the provisions of the Labor Code.

ARTICLE 18 LEAVES OF ABSENCE

- Section 1 LEAVES OF ABSENCE - GENERAL POLICY: Leaves of absences shall be granted in accordance with all applicable State and federal laws. Discretionary leaves of absence from regular duties, with or without pay, for such purposes as travel, education, training or assisting other public jurisdictions, may be granted by the Deputy Executive Officer of the department and are not to exceed one (1) year when such leave is in the best interest of the Court.

Any leave of absence qualifying as FMLA, CFRA, or PDL will be counted as such. Entitlement to FMLA or CFRA will be counted on a "rolling" 12-month period (pursuant to 29 CFR Section 825.200 (b) (4)), measured backward from the date an employee uses any FMLA or CFRA leave.

Family Medical Leave of Absence shall be granted by the Director of Human Resources in accordance with State/federal law, when request for leave is accompanied by medical certification.

Additional leaves of absence may be granted by the Deputy Executive Officer of Human Resources, with concurrence by the Deputy Executive Officer of the department. Consideration for additional leave will be based on the business needs of the department at the time of the request.

Employees taking an unpaid leave of absence shall not be eligible for the continuation of the Court's portion of health insurance contribution as provided in Article 9, Section 2, unless leave is qualified under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) or

Pregnancy Disability Leave (PDL).

For additional information on leaves of absence, please refer to the Court's intranet site.

Section 2 NO LOSS OF RIGHTS: An employee on an authorized leave of absence shall not lose any rights accrued at the time the leave is granted, and such authorized leave of absence shall not be deemed a break in Court service.

Section 3 RETURN FROM LEAVES OF ABSENCE: Upon receipt and evaluation of a request, the Director of Human Resources may authorize an employee to return to work prior to, or at the expiration of the leave period.

In the event of a medical leave of absence, a medical certification authorizing the employee's return shall be submitted to the Director of Human Resources for evaluation prior to returning to work. If the medical certification indicates modified duties, the Director of Human Resources or designee, will engage in the interactive process with the employee, to determine if reasonable accommodation(s) can be made. Employees requesting modified duties will be allowed to return to work if and when a reasonable accommodation is agreed upon.

Section 4 ANNIVERSARY DATE AND SALARY INCREASE ADJUSTMENT: Whenever an employee returns from a leave of absence without pay, the employee's anniversary date shall be adjusted when the equivalent number of leave without pay hours has been worked.

Section 5 BEREAVEMENT LEAVE: Any regular employee may be allowed to be absent for up to three (3) working days with pay due to the death of an immediate family member of the employee, his/her spouse or domestic partner. For purposes of this Section, the term "immediate family member" shall include spouse, domestic partner, parent, step-parent, sibling, child, step child, foster child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent-in-law, or person who stood "in loco parentis" to the employee.

If employee needs additional time, the Court may allow the use of accrued annual leave or frozen sick leave to supplement the three (3) working days provided in this Section. Approval for additional days are in accordance with Court and departmental time-off policies.

Section 6 UNION LEAVE: At the written request of SEIU Local 721, and subject to approval by the Deputy Executive Officer of the department, or their designee, an employee shall be granted a leave of absence without pay not to exceed one (1) year for the purpose of engaging in union business.

No more than five (5) employees at any one time shall be granted an unpaid union leave of absence SEIU will reimburse the Court for salaries and benefit costs upon receipt of a billing statement.

ARTICLE 19 PART-TIME EMPLOYEES

Section 1 GENERAL DEFINITION:

- A. Definition - An employee hired into this classification of employment shall work no more than 1,664 hours per year.
- B. Seniority - Regular part-time employee seniority for the purpose of probationary period, merit increases, and layoff shall accrue on a pro rata basis.
- C. Work Hours - Employees in this classification who agree to work at least twenty (20) hours per week shall be guaranteed a minimum of twenty (20) hours per week. An employee may be assigned more than 20 hours per week up to full time as needed.

Section 2 BENEFITS: Except as provided in Section 1 of this Article, benefits for employees designated as part-time, in accordance with the Affordable Care Act ,shall be limited to those specifically provided in this MOA. Applicable benefits, such as annual leave and holiday pay, shall accrue on a pro rata basis, but shall not accrue based on work in excess of eighty (80) hours in a biweekly pay period. This Section shall not apply to employees involuntarily placed on a part-time schedule. For more information about the ACA please refer to the Court's intranet.

ARTICLE 20 PROBATIONARY PERIOD

Section 1 LENGTH OF PROBATIONARY PERIOD: The probationary period is 1,040 hours or six (6) months exclusive of overtime. If federal, state or local law requires a longer probationary period, such law shall prevail. The probationary period for a part-time employee shall equal the same number of hours 1,040 on a pro rata basis that is to be served by full-time employees.

Section 2 SERVING PROBATIONARY PERIODS: The following employees shall serve probationary periods:

1. Newly hired employees.
2. Employees who are promoted.
3. Persons appointed from reemployment, classification reinstatement, layoff, or transfer eligible lists to a formerly held classification in a department different from the one from which they were laid off. Persons not successfully completing probation may have their names restored to the list from which they were appointed based upon their previous date of eligibility.
4. Persons appointed from reemployment or classification reinstatement eligible lists. However, persons reemployed following layoff or reinstated to a formerly held classification following a reduction in force who are so reemployed or reinstated within ninety (90) calendar days of such layoff or demotion and who are reemployed or reinstated within the agency/department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.
5. Persons appointed from Court service reinstatement eligible lists.
6. Interdepartmental transfers who are on probation (see Article 25, Transfers).

Prior service in an extra help, intermittent, or provisional status shall not be considered part of the probationary period.

Section 3 EXTENSION OF PROBATIONARY PERIOD: Employees serving a probationary period may request and the Deputy Executive Officer of the department may authorize an extension of the probationary period by one (1) to thirteen (13) additional pay periods when insufficient training, marginal performance, and other related factors warrant such extension. This authorization shall be in writing. The Deputy Executive Officer of the department shall give a two-week notice to the Deputy Executive Officer of Human Resources and the employee of any extension and the reasons.

Where the Court is considering the extension of an employee's probationary period, such employee shall be informed of his right to representation at a meeting to discuss the extension of the probation period. Upon the request of the employee, the Court shall consult on such extension with the employee and SEIU.

Section 4 PROBATIONARY PERIOD REVIEW: Prior to the conclusion of a probationary period, the department management has the responsibility of reviewing the conduct, performance, responsibility, and integrity of each

employee and determining whether the employee is fully qualified for regular status. Performance evaluation reports for probationary employees shall be submitted to the Director of Human Resources three (3) months from the date of appointment and at least ten (10) days before the end of the probationary period. The Director of Human Resources shall notify the department management immediately in writing of any misrepresentation of fact, or false statement, made by a probationary employee relating to that employee's obtaining employment with the Court.

Section 5 RETURN TO PREVIOUS POSITION: A promoted employee who is dismissed during his probationary period, except if the cause warrants action to dismiss the employee from the Court service, shall return to the position in which the employee held regular full-time/part-time status, if vacant, or any other vacant position in their former classification unless all positions in that classification are filled. The dismissed employee may write a letter for inclusion in their permanent personnel file. Upon returning to their former position in the same department or within the Court, the employee shall not serve a new probationary period. In the absence of such vacancy in the department in which the employee held regular status, the dismissed probationary employee may either:

- A. Accept a position in the same class in another department if a vacancy exists, and serve another probationary period; or
- B. Accept a voluntary demotion to a lower classification within the same job series within the department in which the employee held a regular status, with the right to be restored to the original classification when the first vacancy occurs. The employee need not serve a new probationary period if the employee accepts a voluntary demotion.
- C. When an employee takes a probationary demotion to a lower related class in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.
- D. The employee may be placed on the reemployment list for two years for the last classification where permanency was held. The first vacancy that occurs anywhere in the previously employing department or agency in that classification shall be given to the employee. The employee shall not serve a new probationary period when reemployed.

ARTICLE 21 PERFORMANCE REVIEWS

- Section 1 ADMINISTRATION OF EVALUATION PROGRAM: Performance appraisal reports shall be prepared, discussed with each employee, and submitted to the Director of Human Resources no later than fifteen (15) days prior to the employee's anniversary date. One copy of each fully completed and signed report shall be given to the employee.
- Section 2 NATURE OF PERFORMANCE EVALUATIONS: Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluation period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance evaluation form for the employee to sign, signifying that the employee has read the supervisor's comments. Space will also be provided so that employees may give related comments of their own relative to the performance evaluation. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the Director of Human Resources. If inadequate space is available on the performance evaluation form, an attachment may be added by the employee.
- Section 3 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance appraisals reports shall be confidential and shall be made available as required to the employee, Deputy Executive Officer of the department, and Deputy Executive Officer of Human Resources. The employee may designate in writing that a SEIU representative to inspect such evaluations.

ARTICLE 22 PERFORMANCE PROBLEMS

- Section 1 COUNSELING: In the event an employee's performance is unsatisfactory or needs improvement, informal counseling shall be provided by the employee's first-level supervisor. Documentation of such counseling shall be given to the employee as it is developed.
- Section 2 UNFAVORABLE REPORTS ON PERFORMANCE (Counseling Memos, Corrective Counseling Documents (CCD), Performance Improvement Plans (PIP), Written Admonishments, and Reprimands): If an employee's performance results in a performance counseling document, a copy shall

be given to the employee and may be filed in their personnel file. The document shall be removed from the employee's file at the end of two (2) years if requested by the employee, provided that: 1) no additional performance counseling documents have been issued during the intervening period, or 2) formal disciplinary action, as defined in Article 33, Section 2A, has not occurred, or 3) counseling documents do not pertain to sexual harassment, discrimination, or workplace violence.

The Court agrees that such performance counseling documents shall not be submitted nor referenced in disciplinary actions or appeals after the two-year period provided by this Section.

Section 3 **IMMEDIATE DISCIPLINE:** This article shall not operate as a bar to immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct or performance warrants such action and where such action is permissible under law.

ARTICLE 23 PERSONNEL FILE

Section 1 **EMPLOYEE ACKNOWLEDGMENT:** In accordance with California Labor Code, Section 432, the employee is entitled to request copies of all materials in their personnel file that they are required to sign. No material relating to performance appraisal, salary action or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that, although such signature indicates acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it.

Contents of personnel files are not grievable. For a list of grievable matters refer to Article 32 Grievance Procedure.

Section 2 **FULL RIGHT OF INSPECTION:** With the exception of confidential information and in accordance with California Government Code, Section 71660 (a), (b) and (c) and California Labor Code Section 1198.5, employees shall have the right to inspect the contents of their personnel file, or designate/authorize in writing a SEIU representative to inspect the file.

An employee shall have the right to respond in writing to any material placed in their personnel file. Written response(s) shall be maintained in

the personnel file along with the related material. For information regarding exclusion of unfavorable matters, refer to Article 22 Performance Problems, Section 2 Unfavorable Reports On Performance.

ARTICLE 24 ADDITIONAL EMPLOYEE BENEFITS

Section 1 **DEFERRED COMPENSATION:** Employees in the units covered by this agreement may participate in the County of Ventura's Deferred Compensation Program as offered through the Court. Employees who participate in the 401(k) Plan may contribute the maximum amount allowed under the County's plan but must contribute at least one and one-half percent (1.5%) of salary and the Court shall match one and one-half percent (1.5%).

Effective August 9, 2009, employees eligible for, and who participate in the 401(k) Plan may contribute the maximum amount allowed under the County's plan. For employees who contribute at least one and three quarter percent (1.75%) of hourly rate of pay/salary, the Court shall match one and three quarter percent (1.75%).

Section 2 **SERVING AS WITNESS:** No deductions shall be made from the wage of a regular employee for an absence from work when subpoenaed to appear in court as a witness, other than as a litigant. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee. Any fee or compensation for the service itself must be returned to the Court for any days absent for which the employee received wages for a day worked, except that if such service occurred during the employee's vacation or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.

Section 3 **JURY SERVICE:** No deductions shall be made from the wage of a regular employee absent from work when required to appear in court as a juror. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor. The absence of an employee for the purpose as described above shall be reported to the appointing authority on the biweekly time report submitted to Court Finance and Planning. Payment of fees for serving on a jury shall be in accordance with Code of Civil Procedures 215(b).

Section 4 **PARKING SPACE:** The Court shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.

- Section 5 SPECIAL EQUIPMENT OR CLOTHING: Under no circumstances shall the employee be required to purchase special equipment or clothing unless so directed by order of the Court Executive Officer.

ARTICLE 25 TRANSFERS

- Section 1 MINIMUM QUALIFICATIONS: A person must meet the minimum qualifications of the job classification to which the employee is to be transferred. Employees who have not completed their probationary period shall not be eligible for transfer.
- Section 2 SALARY RATE AND ANNIVERSARY DATE ON TRANSFER: If the transfer occurs there shall be no change in wage rate or anniversary date. Any regular employee may be transferred from one position to another in either the same job classification or to one which has the same salary range. An employee so transferred shall retain his anniversary date.
- Section 3 PROBATIONARY PERIOD ON TRANSFER: If transfer occurs, the employee shall not be required to serve another probationary period.
- Section 4 APPROVAL OF TRANSFER: All transfers must have the written approval of the Deputy Executive Officer of the department concerned and the Deputy Executive Officer of Human Resources.
- Section 5 INVOLUNTARY TRANSFER: Whenever an employee is involuntarily transferred to a position in a different job classification having the same salary range as his former position, the employee shall retain the wage rate and his/her anniversary date.
- Section 6 WRITTEN REQUEST FOR TRANSFER: Any employee wanting to transfer shall submit a request in writing to the Director of Human Resources indicating the desire to transfer, indicating the present job classification, and any other special consideration or limitation regarding a possible transfer.
- Section 7 CONSIDERATION FOR APPOINTMENT: Whenever the Director of Human Resources receives a request for certification of eligible candidates from a hiring department, all persons who are within one (1) year from the date of the certification request, and have requested a transfer, shall have their names submitted to the hiring department for appointment consideration and shall be notified. Consideration shall be made in accordance with the provision of Section 714 of the Superior Court of California, County of Ventura Personnel Rules and Regulations.

Section 8 **TRANSFER WITHIN DEPARTMENT:** An employee desiring transfer to another position within the same Department may request consideration for transfer by memo to the Director of Human Resources.

When a vacancy occurs, all eligible employees who have requested transfers shall be notified and given consideration for transfer whenever the employee indicates interest in the particular vacancy available.

Written requests for intra-Court department transfer may be renewed after six (6) months.

Section 9 **DURATION OF TRANSFER REQUEST:** Except as provided in Section 8 and notwithstanding any other consideration, a transfer request shall not be honored for more than six (6) months. In addition, a transfer request may be invalidated for any of the following reasons:

- A. The employee has accepted a transfer which resulted from the specific transfer request.
- B. The employee no longer has status in Court service as a regular employee.
- C. The employee requests that their name be removed from consideration.
- D. The employee refuses an offer of appointment.
- E. The employee is refused appointment by three (3) appointing authorities.
- F. The employee fails to appear for a selection interview once they have been notified of their eligibility for consideration.

ARTICLE 26 REDUCTIONS IN FORCE

Section 1 **LAYOFF PROCEDURE:** Whenever there is a reduction in force, one or all of the following may occur, until the situation which necessitated the reduction in force has been eliminated:

- A. All incentive or differential payments to existing employees shall cease.
- B. Except for emergency situations as declared by the Court, no

overtime will be authorized or paid.

C. All merit increases may be delayed twenty-six (26) pay periods.

D. Employees shall be laid off in the following order:

1. Extra help employees
2. Provisional employees
3. Fixed term (only those positions filled with Regular and Regular Probationary employees)
4. Temporarily promoted employees
5. Probationary employees
6. Employees who, within the twenty-six (26) pay periods immediately prior to the layoff have received a disciplinary suspension of more than one (1) day, a demotion or reduction in pay equivalent to a suspension of more than one (1) day. If an employee has been demoted as a result of this provision then, for further reduction in force decisions, such disciplinary action will not be considered.
7. Regular employees.

Section 2 SENIORITY: Seniority shall be determined by each employee's continuous Court service. All uninterrupted employment with the Court, including all time served as a provisional, probationary, limited term or permanent part-time employee, shall be counted as continuous Court service seniority. A separation from Court service shall be the only cause for interrupting employment with the Court. A separation of three (3) or fewer days shall not be considered a break in service. All authorized leaves of absence shall not constitute a break in service, but all time spent on a leave of absence shall not count toward seniority and all seniority dates shall be adjusted by an amount of time equal to the time spent on such leave of absence.

Section 3 ORDER OF LAYOFF: The determination of which employee(s) shall be laid off will be made within each Department on a job classification by job classification basis. The Court shall designate job classification(s) to be affected. The order of layoff shall be determined by length of seniority.

The order of layoff shall be in reverse order of the employee's seniority status. If two (2) or more employees have identical seniority then such

employee(s) shall be laid off in the order determined by the Deputy Executive Officer of Human Resources.

Section 4 TRANSFER IN LIEU OF DEMOTION: A regular employee who is to be laid off shall have the right to transfer and/or voluntarily demote and transfer to any vacant position in the employee's department for which the employee is qualified. The provisions of these Articles shall govern such transfers and/or voluntary demotions and transfers. If there are two (2) or more employees to be laid off and they opt to exercise this right and request to transfer and/or demote and transfer to the same vacant position, then the employee with the greatest seniority shall have the right to fill such vacancies. If the seniority status of these employees is equal, the Deputy Executive Officer of the department shall have the right to fill such vacancy.

Section 5 DEMOTION IN LIEU OF LAYOFF: If there are no vacant positions to which a regular employee who is to be laid off can transfer and/or demote and transfer, then such regular employee shall have the right to demote to any job class within the employee's department in which that employee previously held regular status. Bumping shall not be restricted to job classes within a bargaining unit. Should an employee bump into a job class in another bargaining unit, then the layoff procedures applicable to that bargaining unit shall be controlling. There does not need to be a vacant position within the job classification for an employee to exercise this right. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee was demoted, then such layoff shall be made in accordance with the provisions of the agreement which is controlling for the classification.

Section 6 REEMPLOYMENT: All employees who have been laid off as a result of a reduction in workforce shall have their names placed on a Reemployment Eligible List for the job classification in which they were employed immediately prior to being laid off. There shall be two (2) Reemployment Eligible Lists: one which includes only the names of the laid off employees within a department, and the other which has the names of all other Court employees who were laid off. The Department Reemployment List shall have priority over the Courtwide Reemployment List. Eligible former employees on the Reemployment List shall be ranked in reverse order of the order of layoff.

Each employee's name shall remain on such list for a period of two (2) years following the date that the employee's name was placed on such eligible list, or until they have been reemployed, or until the employee's name has been removed from the eligible list in accordance with the provisions of Section 708 of Superior Court of California, County of Ventura Personnel Rules and Regulations, whichever occurs first. Eligible

former employees on the reemployment list shall be reappointed to vacant positions as they occur in the job classification and department in which they were employed immediately prior to layoff. Eligible former employees shall be interviewed for consideration for reappointment to vacant positions in other departments in the job classification in which the employees were employed immediately prior to layoff.

Section 7 CLASSIFICATION REINSTATEMENT: All employees who have demoted to a lower job classification as a result of a reduction in workforce shall have their names placed on a Classification Reinstatement List for the classification from which they were demoted. There shall be two (2) Classification Reinstatement Lists: one which includes only the names of the demoted employees within a department, and the other which has the names of all other Court employees who were demoted from the specific job classification. The department job classification reinstatement list shall have priority over the Court-wide classification reinstatement list. Eligible former employees on the Classification Reinstatement List shall be ranked in reverse order of the order of their demotions. Each employee's name may remain on such list for a period of two (2) years following the date that the employee's name was placed on such eligible list, or until the employees have been reinstated to the job classification from which they were demoted, or until the employees names have been removed from the eligible list in accordance with the provisions of Section 707 of the Superior Court of California, County of Ventura Personnel Rules and Regulations, whichever occurs first. To remain on a Job Classification Reinstatement List, an employee must maintain status as a Court employee. Eligible former employees on the Reinstatement List shall be reappointed to vacant positions as they occur in the classification in which they were employed immediately prior to layoff. Eligible former employees shall be interviewed for consideration for reappointment to vacant positions in other departments in the job classification in which they were employed immediately prior to layoff.

Section 8 RESTORATION OF BENEFITS:

- A. Sick Leave - For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are reappointed. Whenever an individual becomes ineligible for reemployment and such person has not been reemployed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Article 16 of this Agreement.
- B. Seniority - For laid off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated and all time spent on layoff shall be treated as an

authorized leave of absence without pay for seniority purposes.

- C. Salary - Laid off employees who are reemployed, or demoted employees who are reinstated to the job classification demoted from, shall receive a wage equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of the salary range of the job classification, whichever is less, upon reemployment or job classification reinstatement.
- D. Annual Leave Accrual Rates - Laid off employees who are reemployed within two years of their layoff date, shall have the annual leave accrual rate they held immediately prior to layoff restored.
- E. Anniversary Dates for Purposes of Merit Increases - Upon reemployment, a laid off employee's anniversary date shall be adjusted in accordance with the provisions of Article 7, Section 14 of this Agreement.
- F. Retirement Contributions - Upon reemployment, laid off employees shall not be required to redeposit retirement contributions withdrawn at the time of layoff or subsequently; however, that the employee may elect to redeposit said funds to the retirement system.
- G. Grievability - Employees disputing the application or interpretation of layoff, reemployment and/or classification reinstatement policies shall use the grievance procedure to resolve their dispute and shall not have any such allegation considered under any other Court administrative procedure.

Section 9 PRIORITY OF LISTS: The order of priority of eligible lists for certification to a department shall be:

1. Classification Reinstatement List,
2. Reemployment List,
3. Department Promotional List,
4. Courtwide Promotional List,
5. Court Service Reinstatement List, and
6. Open List.

ARTICLE 27 PRODUCTIVITY

For the duration of this Agreement, SEIU and Court Management agree to jointly support efforts to increase efficiency, effectiveness, productivity, and economy in all operations through improving methods, reducing waste, and in exploring and implementing change that will contribute to sound, effective, economical Court operations.

ARTICLE 28 NO STRIKE/NO LOCKOUT

During the term of this Memorandum of Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by SEIU, and no lockouts shall be made by the Court.

In the event of a work action, as described above, the Union agrees to take all necessary steps in good faith to cause those persons to cease such actions. In the event any unit member covered under this MOA violates the terms of this Article, the Court retains the right to discharge or otherwise discipline such employee.

ARTICLE 29 NON-DISCRIMINATION

NO DISCRIMINATION/AFFIRMATIVE ACTION: The provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, marital status, functional disability or any other protected class as defined by State or federal law.

ARTICLE 30 COURT RIGHTS

It is the exclusive right of the Court to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reason, classify and reclassify positions, and determine the methods, means, and personnel by which the Court's operations are to be conducted; provided, that the exercise and retention of such rights do not preclude employees or their representatives from consulting about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

Nothing contained in this provision shall be deemed to supersede the provisions of

existing State law and the ordinances and rules of the Court.

ARTICLE 31 SEIU/STEWARDS RIGHTS

Section 1 **SHOP STEWARDS:** The Court recognizes that SEIU Local 721 stewards are the official on-site representatives of the Union. With the approval of the Director of Human Resources or designee, a steward may represent employees across facilities. No steward shall be discriminated against as defined in Article 29 Non-Discrimination.

A. **Selection and Notification:** SEIU Local 721 may select a reasonable number of stewards, based upon the size of the unit, the number of employees, and the respective areas of operation.

On a quarterly basis, SEIU Local 721 shall provide the Director of Human Resources a list of certified stewards. The list shall include the name(s) of stewards, their assigned work areas, and who may perform the representation duties described in Section B1. Only those on the list shall be recognized as stewards by the Court.

B. **Representational Duties:**

1. Stewards may perform representational duties such as union negotiations, Weingarten meetings, investigating and resolving grievances, processing appeals from discipline, testifying in arbitration hearings and/or attending Labor/Management Committee meetings.
2. When a certified steward desires to contact an employee at their work location, the steward shall first contact the immediate supervisor of that employee to make an appointment, advise the supervisor of the nature of the business, and obtain the permission to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when they can reasonably expect to contact the employee. Where this prohibition extends beyond one (1) working day, the time limits of the grievance procedure shall be extended for the length of the delay.
3. The stewards shall be required and held accountable to

complete their usual work assignments and shall not be authorized to work overtime to accomplish work which would otherwise be part of their normal assignment. Stewards will not be authorized, without prior approval, to use Court-paid time for any activities other than those listed in Section B1. Stewards shall not accrue compensatory time or be paid overtime for any time spent performing the functions of a steward.

Section 2 NEGOTIATING COMMITTEE: The committee authorized by SEIU to consult, meet and confer, or negotiate collectively may consist of up to six (6) members, and not more than two (2) employees from each bargaining unit, covered by this Memorandum of Agreement, who are compensated for hours spent in negotiations. Employee members will be paid by the Court for the time spent in negotiations with management, but only for the straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held between 8:00 a.m. and 5:00 p.m. whenever possible and at a time and place mutually acceptable to all parties.

Section 3 EMPLOYEE ORIENTATION: Subject to prior approval of the Deputy Executive Officer of Human Resources or designee, a SEIU Local 721 representative and a SEIU Local 721 steward, may participate in a new employee orientation for the sole purpose of providing information regarding Union membership.

Section 4 EMPLOYEE LISTS: The Court shall furnish SEIU on a biweekly basis a listing of new employees hired and employees terminated within SEIU bargaining units.

Section 5 UNION SPONSORED DEDUCTIONS: In the event SEIU wishes to utilize a new payroll deduction code for a union-sponsored activity, SEIU shall make a request to the Director of Human Resources. Depending upon the availability of additional codes and the agreement of the Court, the new code may be instituted. Upon such approval, SEIU shall pay in advance to the Court any associated programming cost for activating the code. Existing codes and changes shall be processed without cost to the Union.

The Court and SEIU have previously agreed that both parties shall be saved, indemnified, and held harmless from any liability due to errors and omissions arising out of the other party's use of the SEIU-sponsored deductions codes.

Section 6 INTERDEPARTMENTAL MESSENGER SERVICE (BROWN MAIL/ELECTRONIC MAIL): The Court's interdepartmental messenger service (brown mail) may be used for individual business-oriented communication between employees

who are represented by SEIU and between the paid staff of SEIU and such employees, provided that:

- A. Paid staff of SEIU shall pick up and deliver all messages being communicated outside the Court's normal distribution route.
- B. All mass communications intended for broad departmental distribution shall be approved in advance by the Deputy Executive Officer of Human Resources or designee.

Section 7 MEETING SPACE: Upon written request of SEIU, the Court may provide meeting space outside working hours, provided such place is available and SEIU complies with all departmental rules and policies of the Court.

Request for use of facilities will be made in advance to the Deputy Executive Officer of Human Resources, or designee, and will indicate the date, time, and general purpose of the meeting and facilities needed.

Section 8 BULLETIN BOARDS: The Court will designate a bulletin board or a portion of an existing bulletin board at each facility where members are regularly assigned. The space allotted shall not be less than 2' x 3' and no more than 3' x 4'. Prior to posting materials shall be approved and initialed by an authorized representative of the Union and the Director of Human Resources or designee. If the Director of Human Resources objects to the contents of such material, the Director of Human Resources shall immediately notify SEIU staff or its representative. If an agreement cannot be reached between SEIU and the Director of Human Resources, the matter shall be immediately referred to the Deputy Executive Officer of Human Resources for resolution. If either party objects to the Deputy Executive Officer of Human Resources' decision, they shall have the alternative of filing an unfair labor practice charge before the Court Executive Officer. SEIU is responsible for posting material upon the designated bulletin board and for neat and orderly maintenance thereof.

The boards shall be used for the following subjects:

- 1. Union recreational, social, and related news bulletins,
- 2. Scheduled Union meetings,
- 3. Information concerning Union elections or the results,
- 4. Reports of official business of the Union, including applicable newsletters, reports of committees or the Board of Directors.

A request for posting must be approved or disapproved by the Director of Human Resources or designee within a reasonable amount of time.

Should SEIU Local 721 desire a communication be posted Court wide, it shall submit the communication to the Director of Human Resources for approval.

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

Section 9 UNION SECURITY: Maintenance of Membership/Modified Agency Shop:

- A. All unit employees, who on the effective date of the MOA are members of SEIU, and all employees who thereafter voluntarily become members of SEIU, shall maintain their membership in SEIU, subject to the following:

Any SEIU employee, 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 Union dues deducted during the term of this Agreement.

Any SEIU employee may terminate Union dues not less than thirty (30) days but no more than forty-five (45) days prior to the expiration of the Memorandum of Agreement, by notifying the Union in writing of their termination of dues.

A letter of notification shall be provided to the Union and Court in person or sent by U.S. Mail, and shall contain the following information: employee name, employee number, job classification, department name and request that Union dues are to be canceled. The Union will provide Court Payroll with the appropriate documentation to process the dues cancellation(s) within ten (10) business days after the close of the withdrawal period.

- B. Effective February 13, 1996, an agency shop was created.
- C. All Unit employees hired after February 13, 1996, who choose not to become members of SEIU shall be required to pay to SEIU a representation service fee. The representation service fee represents the employees' proportionate share of SEIU's cost of legally authorized representation services on behalf of Unit employees in their labor relations with the Court. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Unit employees who are members of SEIU. SEIU shall provide affected Unit employees with the financial information required by applicable law. An agency shop agreement shall not apply to management,

confidential, or supervisory employees or job classifications within the Professional/ Technical Bargaining Units .

- D. The representation service fee arrangement provided by this section may be rescinded by majority vote of all employees represented by SEIU provided that:
1. A request for such vote is supported by petition containing the signatures of at least thirty percent (30%) of the employees represented by SEIU.
 2. The vote may be taken at any time during the term of the Agreement, but in no event shall there be more than one vote taken during any open contract year. The Bargaining Unit may rescind an agency shop agreement in an MOA by secret ballot vote, if at least thirty percent (30%) of the unit employees sign a petition supporting such a vote. The majority of all unit employees must vote to rescind the agreement. The sufficiency of petitions shall be determined, and the election conducted by the State Conciliation Service.
- E. SEIU shall make available to Unit employees required to pay a representation service fee under this section, at its expense, an escrow and administrative appeals procedure for challenging the amount of that fee in compliance with the requirements of applicable law.
- F. SEIU agrees to fully indemnify the Court and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken by or on behalf of the Court under this section.

Section 10 WORK ACCESS: Access to work locations by authorized union representatives, to investigate and process grievances, observe working conditions, and post bulletins on union designated bulletin board(s), will be granted in accordance with the California Law Enforcement Telecommunications System (CLETS) policy and regulations. Union representatives desiring access to work location(s) shall coordinate their visit through the Court's Director of Human Resources or designee and state the purpose of the visit. Union representatives will provide 24 hour notice prior to 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.

Section 11 UNFAIR PRACTICES: See Section 14, of the Superior Court of California, County of Ventura, Employer/Employee Relations Rules.

ARTICLE 32 GRIEVANCE PROCEDURE

Section 1 **DEFINITION:** A grievance shall be defined as a dispute by an employee or a group of employees, concerning the application or interpretation of:

- A. The terms of this Memorandum of Agreement.
- B. The sections of the Personnel Rules and Regulations incorporated into this agreement as set forth herein.
- C. Existing written policies affecting an employee's terms and conditions of employment.
- D. Written reprimands which shall not be subject to the provisions of Article 20 of the Personnel Rules and Regulations nor reviewable under any administrative procedure other than this grievance procedure.

Section 2 **MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE:** Except as provided in this Article, Section 1, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

- A. All disciplinary appeals.
- B. All appeals arising from examinations.
- C. Performance review evaluations.
- D. Those which would require modification of a policy established by the Court Executive Officer or by law.
- E. Superior Court of California, County of Ventura, Personnel Rules and Regulations not specifically included herein in whole or by reference.

Section 3 **PROCEDURE:**

1. **Informal Discussion**

- A. Within twenty-one (21) calendar days from the date of the action causing the complaint, the grievant shall discuss his/her complaint in a meeting on Court time with the employee's immediate supervisor. In the case of a

complaint of illegal discrimination, the employee has the option of discussing it with the Director of Human Resources or the Deputy Executive Officer of Human Resources.

- B. Within seven (7) calendar days from the day of discussion with the employee, the immediate supervisor shall orally reply to the employee's complaint.

2. Formal Complaint - Step 1, Immediate Supervisor:

- A. Within seven (7) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form, furnished by the Court. Such written grievance shall:
 - 1. Fully describe the grievance and how the employee was adversely affected;
 - 2. Set forth the section(s) of the Memorandum of Agreement, Personnel Rules and Regulations, and/or written policies violated;
 - 3. Indicate the date(s) of the incident(s) grieved;
 - 4. Specify the remedy or solution to the grievance sought by the employee.
- B. Within seven (7) calendar days the immediate supervisor shall give his decision in writing to the employee on the original copy of the grievance.

3. Formal Complaint - Step 2, Department Manager

- A. Within seven (7) calendar days from his receipt of the decision at Step 1, the employee may appeal to his department manager. The original copy of the grievance form shall be submitted.
- B. Within seven (7) calendar days from receipt of the grievance, the department manager shall meet with the employee and give his answer in writing. The employee may be accompanied by his designated representative at such a meeting.

4. Formal Complaint - Step 3, Deputy Executive Officer of the Department

- A. Within seven (7) calendar days from his receipt of the decision at Step 2, the employee may appeal to the Deputy Executive Officer of the Department. The original copy of the grievance form, with the reasons in writing for his/her dissatisfaction with the answer given by the Deputy, shall be submitted.
- B. Within five (5) calendar days after receiving the completed grievance form the Deputy Executive Officer of the Department or his designated representative shall meet with the employee and they shall thoroughly discuss the grievance. The Deputy shall give his/her written decision within fifteen (15) calendar days after the discussion.

On matters that do not concern or involve the interpretation or application of the specific terms and provision of the Memorandum of Agreement or past practice within the department/Court, the written decision of the Deputy Executive Officer of the Department shall be final as to the disposition of matters within his/her authority.

Section 4 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by SEIU by submitting a letter requesting that the grievance be submitted to arbitration to the Deputy Executive Officer of Human Resources within ten (10) calendar days after the Deputy Executive Officer of the Department renders a decision. Prior to submitting the matter to arbitration, the Deputy Executive Officer of Human Resources, or designee, may meet with SEIU in an effort to resolve the grievance. In the event the parties reach an agreement, such agreement shall be submitted to the Court Executive Officer (CEO) for his/her approval. The CEO shall advise the parties of his/her decision within ten (10) calendar days after the receipt of the proposed resolution. If the CEO concurs with the agreement, the grievance shall be considered resolved and binding upon the parties. If the CEO rejects the agreement or fails to respond within the ten (10) working days described above, SEIU may proceed to submit the matter to arbitration. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement, between SEIU and the Deputy Executive Officer of Human Resources or designee.

- B. The Arbitrator shall be selected by mutual agreement from a panel of five (5) arbitrators who comprise a permanent panel agreed to by the parties. In the event mutual agreement cannot be reached on an arbitrator within fifteen (15) calendar days of the receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to list a panel of five (5) individuals from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.
- C. Costs of the Arbitrator and Court Reporter, if any, shall be shared equally by the parties.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the agreement in respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to them by the respective parties.
- E. If either the Court or SEIU, Local 721 shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this agreement, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether they will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, the Arbitrator shall refer the case back to the parties without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Section 5 MEDIATION: Prior to an arbitration hearing, SEIU and the Court, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of SEIU and the Court. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

Section 6 WAIVER AND LIMITS: Grievances may, by mutual agreement, be

referred back for further consideration or discussion to prior steps or advance to a higher step in the grievance procedure. Time limits specified in the grievance procedure of this Agreement may be waived by mutual written agreement. Should the Court fail to respond orally and/or in writing when required within the specific time limits, the grievance shall be automatically progressed into the next step of the grievance procedure. Likewise, should SEIU and/or the grievant fail to initiate or appeal any grievance within the specific time limits, the grievance shall be considered resolved on the basis of the Court's last response and shall be considered waived and abandoned for all purposes.

Section 7 TIME OFF FOR GRIEVANCE RESOLUTION: An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by the department management to process, prepare and resolve the grievance.

Section 8 GRIEVANCES AND RULES OR MEMORANDA CHANGES: Grievances shall be arbitrated on the basis of the Rules, Memorandum, etc., in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.

ARTICLE 33 DISCIPLINARY ARBITRATION

Section 1 PURPOSE: To provide an equitable and uniform procedure for administration and arbitration of discipline. The provisions of this Article will be applied in concert with those of Article 20 of the Superior Court of California, County of Ventura, Personnel Rules and Regulations.

Section 2 WRITTEN ORDER FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL: The continuing employment of every regular employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, or demoted and suspended for cause as specified in Section 3 by the Court in the following manner:

- A. The Court shall serve upon the employee a Notice of Proposed Disciplinary Action stating the nature of the proposed action and its effective date. Such notice shall also set forth in writing the reasons for the proposed disciplinary action, a statement of the charges upon which the action is to be based, a notice to the employee that he has the right to review the materials being used against him, and a statement advising the employee that he has a right to respond to the charges. A duplicate of that notice must be filed with the Deputy Executive Officer of Human Resources and

SEIU.

- B. Within seven (7) calendar days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority in said Notice of Proposed Disciplinary Action, the employee may respond to the proposed action. Such response may be presented orally or in writing. The employee has a right to have a SEIU representative if the employee so chooses.
- C. At the completion of the period provided in "B" above, the Court shall review the employee's response, if any, and make a determination whether to cancel, amend, or sustain the proposed action. If the Court decides to amend or sustain the proposed action, the employee will be served with Notice of Disciplinary Action again setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based.

The Notice of Disciplinary Action shall also advise the employee that the action being taken is final, and apprise him of his right to request that SEIU submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that notice must be filed with the Deputy Executive Officer of Human Resources and SEIU.

Nothing in this Section shall be considered to restrict the right of the Court to take immediate disciplinary action when it is deemed appropriate.

Section 3 CAUSES FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL: Causes for disciplinary action are as follows: fraud in securing appointment, incompetence, inefficiency, inexcusable neglect of duty, insubordination, dishonesty, being under the influence of illegal drugs and/or alcohol while on duty, intemperance, addiction to the use of narcotics or habit forming drugs, inexcusable absence without leave, conviction of a felony or misdemeanor involving moral turpitude, immorality, discourteous treatment of the public or other employees, improper political activity in violation of Article 23 of the Superior Court of California, County of Ventura Personnel Rules and Regulations , which among other things includes the corrupt use of official authority or influence, willful disobedience, or any other failure of good behavior, or acts which are incompatible with or inimical to the public service.

Section 4 DISCIPLINARY REDUCTION IN SALARY: In accordance with the necessity for taking disciplinary action, the salary of a SEIU represented employee may be reduced by either two and a half percent (2.5%) or five

percent (5%) for a period of time not to exceed thirteen (13) pay periods for any one offense.

Section 5 SUSPENSION WITHOUT PAY: Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no salary shall be paid to the suspended employee for the duration of the employee's suspension, and such suspension shall be treated as an authorized leave of absence without pay for purposes of annual leave accrual.

Section 6 DEMOTION: The employee may be demoted to a classification which has a lower salary range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to the salary in the range of the position to which he has been demoted which is approximately five percent (5%) lower than the salary the employee was receiving in the higher class. If the top step of the salary in the range of the position to which the employee has been demoted is more than five percent (5%) lower than the salary the employee was receiving in the higher class, the employee shall receive the top step of the salary in the range of the position to which the employee was demoted. An employee so demoted shall retain his anniversary date.

Section 7 DISCIPLINARY ACTION IMPOSED DURING PROBATIONARY PERIOD: The Court may dismiss, demote, suspend, demote and suspend, or impose any other disciplinary action on any probationary employee during the probationary period. Neither a probationary employee nor SEIU may request arbitration of any disciplinary action taken against an employee during their probationary period.

A promoted employee who is dismissed during their probationary period shall return to the position in which the employee held permanent status, if vacant, or any other vacant position in the employee's former classification in the department/agency. If no such vacancy exists, every reasonable attempt will be made by the Court to retain the employee in an underfill capacity.

Only if there is no vacancy and the Court is unable to make reasonable accommodation, the employee shall be placed on a reemployment list for two (2) years for the position in which the employee held regular status and shall be granted the first position that becomes available in the former classification in the Court/Department in which the employee was employed. The above provisions shall not apply if the cause of the dismissal warrants dismissal from Court service. If the cause for dismissal warrants dismissal from Court service, the employee may request that SEIU submit the matter to arbitration.

- Section 8 NON-DISCRIMINATION: Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, or any basis prohibited by law.
- Section 9 REQUEST FOR ARBITRATION: If an employee wishes to appeal a disciplinary action, the employee shall ask that the matter be submitted to arbitration by SEIU. If SEIU concurs, it shall submit to the Deputy Executive Officer of Human Resources, in writing, within fourteen (14) calendar days of the employee's receipt of the Notice of Disciplinary Action, a request that the matter be submitted to arbitration. Upon receipt of SEIU's request, the parties shall, within seven (7) calendar days, request a panel of five (5) arbitrators who comprise a permanent panel agreed to by the parties. The arbitrator shall conduct a hearing within thirty (30) days of being selected by the parties unless there is a mutual agreement to extend the time frame. In the event mutual agreement cannot be reached on an arbitrator within fifteen (15) calendar days of the receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to list a panel of five (5) individuals from which one name shall be selected by the parties within ten (10) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.
- Section 10 ARBITRATION COSTS: The costs of the arbitrator shall be shared equally by both parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If a cancellation fee is imposed on the parties by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.
- Section 11 SCOPE OF ARBITRATOR'S AUTHORITY: The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article or any other terms of this Agreement. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then the arbitrator shall set aside the action taken by the Court. If the Arbitrator finds that some or all of the charges are true, then the arbitrator shall make a decision confirming or modifying the action of the Court provided, however, that his/her authority to modify the Court's action is limited to those disciplinary actions described in Section 2. The Arbitrator shall have no authority to increase the discipline imposed by the Court.

Notwithstanding the provisions of Section 5, nothing shall preclude the Arbitrator from ordering the reinstatement of an employee with or without back pay. The decision of the Arbitrator shall be final and binding, subject to judicial review pursuant to Title 9 of Part 3 of the Code of Civil

Procedure of the State of California, upon the employee, the Court, and, if applicable, SEIU.

- Section 12 GOVERNING PROVISIONS: All arbitration proceedings arising under this Article shall be governed by the Title 9 of Part 3 of the Code of Civil Procedure of the State of California and the Trial Court Employment Protection And Governance Act (TCEPGA). However, Code of Civil Procedure Section 1283.05, relating to discovery, shall not be a part of this Agreement. Further, subpoenas duces tecum may be issued by the attorney or other representative of a party as well as by the arbitrator. All other provisions relating to subpoenas found in Chapter 3 of Title 9 of the Code of Civil Procedure shall apply.
- Section 13 ARBITRABILITY: If either the Court or SEIU, Local 721 shall claim before the Arbitrator that a particular request for arbitration fails to meet time limits, or is in some other manner defective, and, thereby, fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether the Arbitrator will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such appeal fails to meet said test of arbitrability, the Arbitrator shall refer the case back to the parties without a decision or recommendation on its merits.
- Section 14 REPORT OF HEARING: The Arbitrator shall render his/her report to the parties in writing, including reasons for any decision, within thirty (30) calendar days of the completion of the hearing. Failure to comply with this provision shall result in the automatic waiver of all arbitration per diem, preparation, and related fees.
- Section 15 VACATION OF ORDER: A decision of the Arbitrator may be modified or vacated, in whole or in part, and a new or further hearing granted on all or part of the issues on the application of a party to the arbitration for any of the following causes, materially affecting the substantial rights of the parties:
- A. Irregularity in the arbitration proceedings, or any order of the Arbitrator or abuse of discretion by which either party was prevented from having a fair hearing.
 - B. Accident or surprise, which ordinary prudence could not have guarded against;
 - C. Newly discovered evidence which could not, with reasonable diligence, have been discovered and produced at the hearing and which is material to the question that was before the Arbitrator;

- D. Error in law, occurring at the arbitration and accepted to at the arbitration by the party making the application or motion.

Section 16 APPLICATION FOR VACATION OF ORDER: The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of his/her order and shall designate the grounds upon which vacation is requested.

Should the Arbitrator grant a hearing on the application or motion, the Arbitrator shall, after review of the application or motion, specify the ground(s) on which it is granted and his/her reason(s) for granting the application or motion. At the hearing, the evidence introduced shall be limited to the ground(s) upon which the hearing was granted. At the conclusion of the hearing, the Arbitrator shall either confirm his/her prior findings and decision or issue a new finding and decision.

The filing of an application under this Section shall not be necessary to exhaust administrative remedies and the application or motion shall not operate to stay the effectiveness of the Arbitrator's order except by discretion of the Arbitrator upon a showing by affidavit of emergency or hardship should the order not be stayed.

ARTICLE 34 LABOR MANAGEMENT COMMITTEE

- A. The SEIU Local 721 and the Court shall establish a Labor/Management Committee, whose purpose shall be to identify processes that will lead to improved service delivery, efficiency, staff training needs, and to assist in identifying alternative health care providers, if necessary. The Committee shall have no authority over matters within the scope of representation or matters subject to the grievance procedure, or in no way interfere with or erode Court Rights.
- B. The parties shall each appoint three (3) members to the committee. The parties may by mutual agreement invite other employees who have specific knowledge of issues discussed by the Committee to present information or to participate in the Committee's discussions.
- C. The parties agree that the Committee is a joint endeavor. The Committee shall make decisions by working through to consensus to develop recommendations for Court management consideration. The parties shall make a good faith effort to accomplish the goals and objectives of the Committee for a period of at least eighteen (18) months, after which time

either party may withdraw from the Committee at any time upon written notice to the other party.

- D. Ground rules will be established at the first meeting.
- E. Nothing here would preclude the parties to meet separately on a mutually agreed upon basis on issues relevant to certain classifications such as Court Reporters, Court Interpreters and Court Supervisors.

ARTICLE 35 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of the Memorandum of Agreement:

- A. Management's principal authorized agent shall be the Deputy Executive Officer of Human Resources or a duly authorized representative.
- B. SEIU's principal authorized agent shall be the President or his duly authorized representative.

ARTICLE 36 PROVISIONS OF LAW

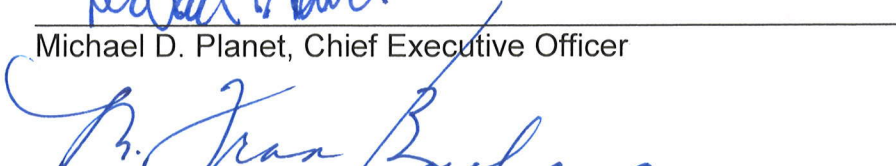
It is understood and agreed that this Memorandum of Agreement is subject to all current and future applicable federal, state laws and regulations. If any part or provision of this Memorandum is in conflict or inconsistent with such applicable provisions of federal, state laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Agreement shall not be affected thereby.

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF VENTURA**

This memorandum of Agreement has been adopted by the Superior Court of California, County of Ventura, signed this date 8th of November, 2016, at Ventura, California.



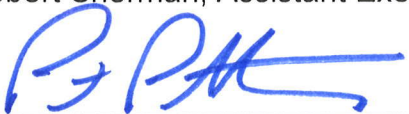
Michael D. Planet, Chief Executive Officer



M. Fran Buchanan, IEDA Chief Negotiator



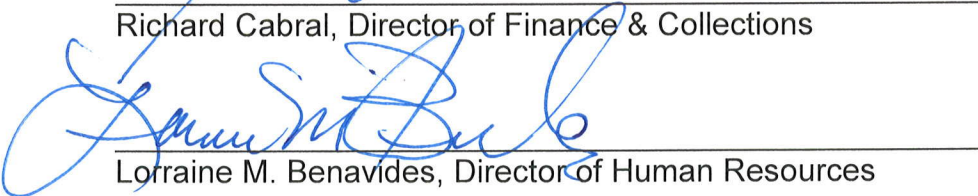
Robert Sherman, Assistant Executive Officer



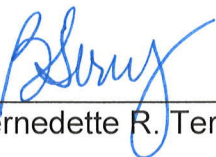
Pat Patterson, Deputy Executive Officer



Richard Cabral, Director of Finance & Collections

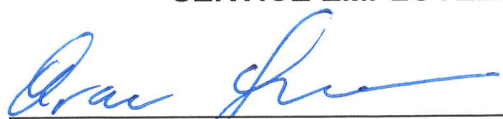


Lorraine M. Benavides, Director of Human Resources



Bernedette R. Terry, Senior Human Resources Generalist

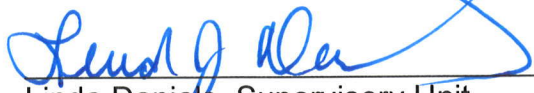
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721



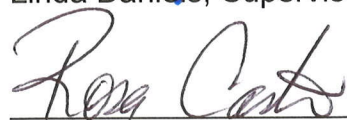
Aram Agdaian, Campaign Coordinator/Negotiator



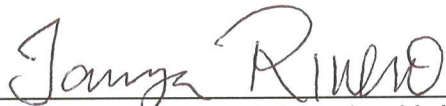
Richard Padilla, Supervisory Unit



Linda Daniels, Supervisory Unit



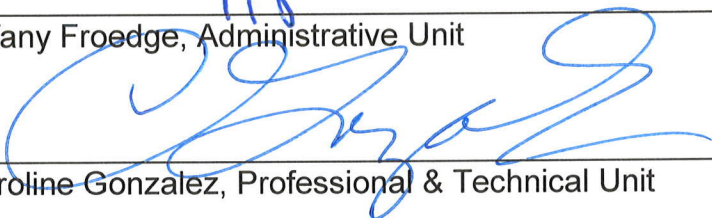
Rosa Castro, Professional & Technical Unit



Tanya Rivero, Administrative Unit



Tiffany Froedge, Administrative Unit



Caroline Gonzalez, Professional & Technical Unit

DEFINITIONS

Arbitration – a step in the grievance process; grievance heard by an outside neutral third party (Arbitrator).

Anniversary Date – shall mean the date upon which a step advance in wage becomes effective under the provisions of this Memorandum.

Compressed Work Week – is defined as a workweek schedule which permits employees to finish their usual number of working hours in fewer days per pay period, either by working the normal weekly hours in four days (4/10) or the normal biweekly hours in nine days (9/80).

Continuous Service/Continuous Employment – and similar terms, shall mean the continuing service of a regular employee in a continuing payroll status, without interruption except for paid leave of absence.

Court – shall mean the Superior Court of California, County of Ventura.

Court Executive Officer – shall mean the Executive Officer of the Superior Court of California, County of Ventura, or designee.

Demotion – shall mean a change of employment without intervening loss of working days from a position allocated to a given salary range to a position of a different job classification allocated to a lower range, whether in the same or a different department.

Designee – shall mean by authorization of the Court Executive Officer.

Designated Work Period – shall consist of seven (7) consecutive days (168 hours). Management reserves the right to designate the work period for each employee.

Employee(s) – shall mean all persons employed by the Superior Court of California, County of Ventura, belonging to bargaining units represented by SEIU.

Flexible Working Hours – gives the employees the options of changing their starting and ending times on a periodic basis as determined by management in consultation with the employee.

Full-Time Employee(s) – shall mean employees whose positions require the number of hours usual or prescribed for normal regular Court employment. All positions shall be full time unless otherwise designated or unless the compensation is fixed upon the basis of part time work.

Grievance – shall be defined as a dispute by an employee or a group of employees, concerning the application or interpretation of the terms of the Memorandum of Agreement, Court Personnel Rules and Regulations, written policies which affect terms

and conditions of employment and written reprimands (which are not subject to the provisions of Article 20 of Personnel Rules and Regulations).

Overtime – is defined as time worked by an employee in excess of forty (40) hours in a 168 hour designated work period. Overtime is administered according to the Fair Labor Standards Act.

Part-Time Employee(s) – shall mean employees in positions that are designated part time or for which compensation is fixed upon a basis of part time work.

Part-Time Employee/Benefits – employees designated as part-time who regularly work less than sixty (60) hours per biweekly pay period and who work less than 1,560 hours per calendar year. Applicable benefits, such as annual leave and holiday pay, shall accrue on a pro rata basis, but shall not accrue based upon work in excess of eighty (80) hours in a biweekly pay period.

Pay Period – means 14 consecutive days from Sunday (starting at midnight Saturday) to midnight of the second Saturday thereafter. Refers to the period of time for computing compensation due for all normal working shifts during that period.

Position – shall mean any office or employment to which a group of duties and responsibilities is assigned or delegated by competent authority, the performance of which requires full time or part-time employment of one person.

Probationary Employee – means a regular employee who has not completed the initial probationary period as designated in the Memorandum of Agreement, in a paid status in a position following initial employment. Additionally, this term means a regular employee who has not completed the required probationary period as designated in this Memorandum of Agreement in a paid status in a position to which they have been promoted, transferred or demoted following completion of the initial probationary period.

Promotion – shall mean a change of employment without intervening loss of working days from a position allocated to a given salary range to a position of a different class allocated to a higher range whether in the same or different department.

Reclassification – shall mean the reallocation of a position to a different job classification by a change of title and position specification, but does not necessarily involve a change of salary range.

Regular Employee – shall mean an employee who has served the initial probationary period as established by this Memorandum of Agreement and who is then recognized to have property rights to hold a position established by the Court on an ongoing basis.

Regular Position – means a position established by the Court on an ongoing basis, as distinct from a temporary position.

Temporary Employee – means an employee who is not a regular employee, and therefore has no property rights to a position.

Time Worked – shall include paid assigned holidays, paid court appearances, paid sick leave, and paid industrial leave as defined by the Memorandum.

Transfers – is defined as a change of employment from a position in one unit to another in the same or similar job classification.

Variable Work Hours – are defined as either a compressed workweek, or flexible working hours.

Work Day – means each day an employee performs a normal working shift on a workweek basis of Sunday through Saturday, depending on the department, including holidays that fall on days of their normal working shift.

Exhibit 1: SEIU List of Classification

Administrative Assistant	ZBA	Administrative	Non-Exempt	Hourly
Court Children Center Specialist	ZBA	Administrative	Non-Exempt	Hourly
Court Collection Officer I	ZBA	Administrative	Non-Exempt	Hourly
Court Collection Officer II	ZBA	Administrative	Non-Exempt	Hourly
Court Collection Officer III	ZBA	Administrative	Non-Exempt	Hourly
Court Collection Officer IV	ZBA	Administrative	Non-Exempt	Hourly
Court Collections Fiscal Assistant I	ZBA	Administrative	Non-Exempt	Hourly
Court Collections Fiscal Assistant II	ZBA	Administrative	Non-Exempt	Hourly
Court Collections Fiscal Assistant III	ZBA	Administrative	Non-Exempt	Hourly
Court Criminal Case Coordinator	ZBA	Administrative	Non-Exempt	Hourly
Court Judicial Assistant I	ZBA	Administrative	Non-Exempt	Hourly
Court Judicial Assistant II	ZBA	Administrative	Non-Exempt	Hourly
Court Judicial Secretary	ZBA	Administrative	Non-Exempt	Hourly
Court Processing Assistant I	ZBA	Administrative	Non-Exempt	Hourly
Court Processing Assistant II	ZBA	Administrative	Non-Exempt	Hourly
Court Processing Assistant III	ZBA	Administrative	Non-Exempt	Hourly
Court Processing Assistant IV	ZBA	Administrative	Non-Exempt	Hourly
Court Reporter	ZBA	Administrative	Non-Exempt	Hourly
Court Self Help Assistant I	ZBA	Administrative	Non-Exempt	Hourly
Court Self Help Assistant II	ZBA	Administrative	Non-Exempt	Hourly
Court Self Help Assistant III	ZBA	Administrative	Non-Exempt	Hourly
Court Accountant I	ZBP	Professional & Technical	Exempt	Hourly
Court Accountant II	ZBP	Professional & Technical	Exempt	Hourly
Court Accountant III	ZBP	Professional & Technical	Exempt	Hourly
Court Accounting Technician I	ZBP	Professional & Technical	Non-Exempt	Hourly
Court Accounting Technician II	ZBP	Professional & Technical	Non-Exempt	Hourly
Court LAN/Web Systems Administrator	ZBP	Professional & Technical	Exempt	Hourly
Court Multimedia Communications Coordinator	ZBP	Professional & Technical	Exempt	Hourly
Court Procurement Specialist	ZBP	Professional & Technical	Non-Exempt	Hourly
Court Senior Interpreter	ZBP	Professional & Technical	Non-Exempt	Hourly
Court Systems Engineer	ZBP	Professional & Technical	Exempt	Hourly
Court Senior Systems Engineer	ZBP	Professional & Technical	Exempt	Hourly
Court Systems Analyst - Applications	ZBP	Professional & Technical	Exempt	Hourly
Court Senior Systems Analyst - Applications	ZBP	Professional & Technical	Exempt	Hourly
Court Victim Restitution Technician I	ZBP	Professional & Technical	Non-Exempt	Hourly
Court Victim Restitution Technician II	ZBP	Professional & Technical	Non-Exempt	Hourly
Court Supervisor I	ZBS	Supervisory	Non-Exempt	Hourly
Court Supervisor II	ZBS	Supervisory	Non-Exempt	Hourly

Superior Court of California, County of Ventura

July 1, 2016, through June 30, 2018



SEIU Local 721

**2472 Eastman Ave Ste 30
Ventura CA 93003-5774**

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

www.seiu721.org

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