

SEIU COUNTER COMPREHENSIVE PROPOSAL #2

1. Article I, Section 1 - Term

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the Superior Court of California, County of Riverside, and Service Employees International Union, Local 721 (hereinafter referred to as SEIU) as the Exclusive Employee Organization for employees in those representation units described under Article II, Recognition. This Memorandum of Understanding is in effect from midnight on May 9, 2014, through midnight on November 15, ~~2016~~2018.

2. Article V, Section 1 (C)

The second anniversary date shall be the first day of the pay period following the completion of an additional 2080 hours ~~worked~~paid, not including overtime, and subsequent anniversary dates shall occur at like intervals.

3. Article V, Section TBD

A. The following differential pay shall compensate eligible employees for the performance of Real-time Court Reporting for Accommodations ("RCRA"). A Court Reporter is eligible as long as they possess the requisite qualifications, skills, and/or certifications determined by the Court to be necessary for the proper performance of real-time skills.

B. A Court Reporter who voluntarily signs a court agreement to perform RCRA services shall be paid \$20 during any shift that they are utilized for RCRA services. This amount shall not be counted as money that is calculated into their pension.

1. When a Court Reporter signs a court agreement to perform RCRA services, they will be able to designate what locations they are willing to travel to perform services.
2. RCRA services will be for short cause matters, including but not limited to traffic, unlawful detainer, small claims, and other similar types of matters.
3. In most cases, assignments will last up to 30 minutes. There may be instances where the assignment will go beyond 30 minutes. In the event the matter extends beyond 30 minutes, the Court Reporter agrees to remain until the matter is concluded.
4. The Reporter must be "available" to accept an assignment per the Assignment Guidelines.
5. Once an employee signs a court agreement to perform RCRA services, the Reporter can decide to opt-out by giving the Court a two-week written notice. The Court can also make a determination to no longer use a Court Reporter to perform RCRA services. In such cases, the Court will provide a two-week notice to the Court Reporter.

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C. A Court Reporter who performs RCRA services shall also be paid the Real-time Reporting differential provided in Article V, Sec. 11 of the MOU.

D. Hours worked performing RCRA services must be recorded in ESS (ESS) with the appropriate wage type code.

~~E. RCRA voluntary reporting shall not be a condition of assignments for bargaining unit employees.~~

4. Article VII, Section 4 (B)

Any regular employee who transfers or promotes into a classification covered under the provisions at the time of such transfer/promotion, shall have his/her sick leave balance remain in a sick leave time bank. ~~converted and/or frozen in the manner described in (A) above.~~

5. Article VIII, Section 9

~~An employee who suffers an injury or illness which entitles him/her to benefits under the Workers' Compensation Law, and is determined to be eligible for temporary disability benefits, shall be paid as salary the difference between the temporary disability payments due him/her under the Workers' Compensation Law and the regular compensation, to the extent of the value of accrued sick leave, including for this purpose, the values, successively, of the accrued compensatory time off for overtime and accrued vacation credit. During a period of temporary disability and in the proportion that the employee is paid for the difference between the temporary disability payments and the regular compensation, he/she shall continue to accrue sick leave and vacation benefits at the regular rate.~~

~~The right is reserved to make later adjustments as between salary and disability benefits to conform to the Workers' Compensation Law, or to conform to later development of facts, including the right to recover any overpayment directly or from future earnings.~~

~~An employee may use available PTO, available vacation, available sick leave and available comp time in the event of substantial doubt whether the disability is compensable pursuant to applicable statute.~~

6. Article X, Section 5

~~Within (90) days following ratification of this MOU, the parties shall meet and confer regarding establishing a Retiree Health Savings Plan. Provisions for a Retiree Health Savings Plan shall be established by mutual agreement between the Court and SEIU.~~

7. Article XIV, Section 7 (A) (1)

Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the Court and SEIU. Within sixty (60) days of the date upon which the appeal was filed, the parties shall agree upon a hearing date. The conciliator's decision may be verbal or in writing. The conciliator's decision shall be advisory on both the Court and SEIU.

8. Article XVI, Section 5 (NEW)

An employee who is offered and rejects a reinstatement to a position that is more than 40 miles from their home or office and wants to permanently be removed from being offered positions at that location for the life of the reinstatement list, shall notify human resources of their desire in writing.

9. Article XXV – Wages

All members of the bargaining unit shall receive following base wage increases:

Effective the first day of the first full pay period of January 2016, all SEIU represented employees shall receive a ~~3~~2% increase to their base pay.

Effective the first day of the first pay period of July 2016, all SEIU represented employees shall receive a 2% increase to their base pay.

Effective the first day of the first pay period of July 2017, all SEIU represented employees shall receive a 2% increase to their base pay.

10. Article X, Section 1 (B)

Employees enrolled in a Court-Offered Medical and Hospital Plan:
The Court shall contribute an amount each month which is determined by the "Type of Enrollment" as specified below, on behalf of each regular employee in paid status, who is enrolled in one of the medical and hospital plans provided by the Court.

Benefit Plan Year 2016 (Effective January 1, 2016)

Employee Only - \$655.00

Employee Plus One - \$1020.00

Employee Plus Two or More (Family) - \$1310.00

Benefit Plan Year 2017 (Effective January 1, 2017)

Employee Only - \$710.00

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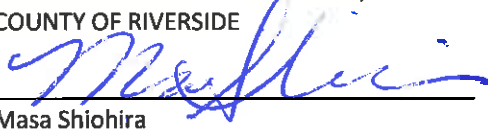
Employee Plus One - \$1110.00
Employee Plus Two or More (Family) - \$1425.00

Benefit Plan Year 2018 (Effective January 1, 2018)

Employee Only - \$785.00
Employee Plus One - \$1225.00
Employee Plus Two or More (Family) - \$1570.00

TENTATIVE AGREEMENT

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF RIVERSIDE



Masa Shiohira

11/10/2015

Date

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721



Eloy Alvarez

11/10/15

Date

CA

of

of

of





Agreement to Reopen Contract Beyond the Scope of Wages

Article XXV (B) of the Memorandum of Understanding ("MOU") between the Superior Court of California, County of Riverside ("Court") and the Service Employees International Union Local 721 ("Union") states,

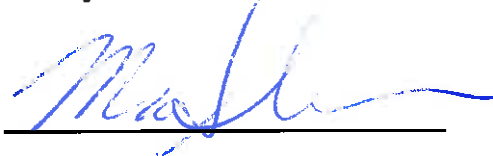
"Upon request by SEIU served on the Court between 120 and 90 days prior to November 15, 2015, the parties shall reopen this Agreement solely for the purpose of meeting and conferring over straight time hourly wages. It is the intent of the parties to complete any such negotiations prior to November 15, 2015."

The Union requested to negotiate under this provision in a timely fashion. On September 22, 2015, the Union proposed a wage increase as well as a Flexible Benefit increase. Although the Court and the Union do not have a reopener provision on Flexible Benefits, in an effort to promote harmonious labor relations, the parties negotiated about the following permissive subjects of bargaining:

1. Article I, Section 1 – Term
2. Article V, Section 1(C) – Second anniversary date
3. Article V, Section TBD – RCRA services
4. Article VII, Section 4(B) – Sick Leave Balances
5. Article VIII, Section 9 – On-The-Job Injury or Illness
6. Article X, Section 5 – Retiree Health Savings Plan
7. Article XIV, Section 7(A)(1) – Hearing Procedure (60 days to set date)
8. Article XVI, Section 5 – Reinstatement
9. Article X, Section 1(B) – Flexible Benefit Program

The parties have reached an overall tentative agreement encompassing both the mandatory subject of wages and all of the permissive subjects enumerated above. If the Union ratifies this agreement, the Court hereby agrees that the scope of the parties' reopener shall encompass both straight time hourly wages and the permissive subjects enumerated above. If the Union is unable to ratify this agreement, the scope of the parties' reopener under Article XXV(B) shall revert to solely encompassing straight time hourly wages.

**Superior Court of California
County of Riverside**



Masa Shiohira

11/10/2015

Date

Service Employee International Union



Eloy Alvarez

11/10/15

Date

