

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

November 17, 2015

ARTICLE 3. ACCESS TO WORK LOCATIONS BY ~~SBPEA~~ SEIU

ALL UNITS

The parties recognize and agree ~~that~~ in order to maintain good employee relations, it is necessary for ~~Labor Relations~~ Representatives of ~~SBPEA~~ SEIU to confer with Court employees during working hours.

Therefore, ~~SBPEA-SEIU Labor Relations~~ Representatives ~~will~~ shall be granted access to work locations during regular working hours to investigate and process grievances or appeals. ~~A Labor Relations SEIU Representative shall be granted access upon obtaining authorization submitting a notice from to~~ the Court Executive Officer or designee at least twenty-four (24) hours prior to entering a work location and after advising of the general nature of the business. However, the Court Executive Officer or designee may deny access or terminate access to work locations if in their judgement; it is deemed that the visit would interfere with the efficiency, safety, or security of Court operations. The Court Executive Officer shall not unreasonably withhold timely access to work locations. The Court Executive Officer shall ensure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the Court Executive Officer or designee shall establish a mutually agreeable time for access to the employee.

~~SBPEA Labor Relations~~ SEIU Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal. The Court Executive Officer or designee may mutually establish with the ~~SBPEA-SEIU Labor Relations~~ Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The Court shall not unduly interfere with ~~SBPEA's~~ SEIU's right to access work locations.

SEIU Representatives shall be permitted the use of available meeting spaces during regular working hours to conduct meetings. SEIU Representatives shall be granted access upon submitting a notice to the Court Executive Officer or designee at least fourteen (14) ~~five (5)~~ calendar ~~working~~ days prior to the date of the proposed meeting.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Debra Heming

[Signature]

Date

11/17/15

Date

11/17/15
P.M.

[Signature]
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a.p.

TENTATIVE AGREEMENT

Between
Superior Court of California, County of San Bernardino
And
Service Employees International Union, Local 721
March 3, 2016

ARTICLE 8- ~~ASSOCIATION LEAVE~~ UNION EDUCATION AND RELEASE TIME

Section 1- Executive Board Members

The Court will provide up to thirty-two (32) hours per calendar year for an employee that is an Executive Board members of SEIU Local 721 to attend periodic union-sponsored training, seminars, and conferences. Employees who are authorized Executive Board members of SEIU Local 721, shall be entitled to be released on one (1) regularly scheduled work day per month, at the Unions expense, for the purpose of traveling to and attending the monthly Executive Board meeting. Employees may request VTO or vacation time to cover these meetings. The Union agrees to provide the Court with a minimum of a one (1) months advance notice for release time under this provision.

~~Section 2: Release Time for the President of SEIU Local 721~~

~~The Union shall have the options to cause the Court to release an employee elected or appointed to the position of the President of SEIU Local 721 for full time work with the Union, while remaining on the Court payroll. SEIU shall be obligated to reimburse the Court. The reimbursement amount for the presidential leave shall be based on actual costs for salary and benefits with a detailed breakdown of these costs provided to the Union at least on a quarterly basis. Said funds shall be paid by the Union upon receipt of bill.~~

~~Upon return to full time work with the Court, the employee shall only be entitled to return to their established classification and rate of pay. The Court is not obligated to return the employee to their previous work assignment.~~

~~SEIU agrees to provide the Court with a minimum of two (2) month's advance notice for release time under this provision.~~

Section 3: Steward Education/Release Time

The Court agrees to release SEIU stewards for Union_ related education and training activities not to exceed six (6) work days per steward and alternate per calendar year, at the Union's expense. Employees may request VTO or vacation time to cover these trainings. The Union agrees to provide the Court with a minimum of two weeks ~~one (1) month~~ advance notice for release time under this provision.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Kath Fleming

[Signature]

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Date

3/3/16
Date

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SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

11-17-15

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

ARTICLE 9. AUTHORIZED EMPLOYEE REPRESENTATIVES

ALL UNITS

Section 1. Authorized Employee Representatives

~~SEIU SBPEA~~ may designate employees as authorized employee representatives (stewards) or alternates to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

- (a) ~~SEIUSBPEA~~ may designate one (1) authorized employee representative in each bargaining unit of the following geographic locations for which the Court maintains a work force: Fontana, Barstow, Joshua Tree, Juvenile Dependency and Delinquency/Court Technology/~~Treatment Center~~, Child Support Division, ~~Financial Services, and Records Center and Victorville~~. ~~SEIUSBPEA~~ shall be entitled to designate one (1) alternate for each authorized employee representative; provided, that these alternates shall be located at the same major geographic location as their appropriate representative. ~~SBPEA-SEIU~~ may designate two (2) authorized employee representatives in each bargaining unit of the following geographic locations for which the Court maintains a work force: San Bernardino Justice Center, San Bernardino Historic, Victorville, and Rancho Cucamonga. ~~SEIUSBPEA~~ shall be entitled to designate one alternate for each bargaining unit in each of the geographic locations of San Bernardino Justice Center, San Bernardino Historic, Victorville, and Rancho Cucamonga.
- (b) If there is no employee representative in the unit at the work location, representation may be provided by an employee representative from another SEIU Unit, ~~provided that employees in the Official Court Reporter and Support Units are not represented by Supervisory employee representatives or vice-versa.~~
- (c) ~~SEIUSBPEA~~ will designate only employees who have obtained regular status.
- (d) ~~SEIUSBPEA~~ shall file with the Court Executive Officer a written list of all employees designated as authorized employee representatives and alternates, such list to be kept current by ~~SEIUSBPEA~~.
- (e) Time spent during regularly scheduled work hours by an authorized employee representative or alternate in representing an employee shall only be compensated by the Court at such representative's or alternate's base rate of pay.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

11-17-15

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- (f) Court vehicles and supplies may not be used unless authorized by the Court. Court telephones and e-mail may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of the Court operations and result in telephone costs to the Court.

Section 2. Handling of Grievances and Disciplinary Proceedings

- (a) At the request of an employee, an authorized employee representative or alternate may investigate a formal grievance, and represent the employee at the resulting proceedings or represent the employee during disciplinary proceedings.
- (b) Prior to participating in a grievance or disciplinary proceeding, the authorized employee representative or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of Court operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to the Court and employees when the authorized employee representative or alternate and affected employee can reasonably expect to be released from their work assignment. A denial of permission will automatically constitute an extension of the time limits established in the Grievance Procedure equal to the amount of the delay.
- (c) Employees must use the authorized employee representative or alternate assigned to their geographic location and representation unit, except as otherwise provided herein.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

11-17-15

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Article 9

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Keith Flemming
Keith Flemming - Chief Negotiator

[Signature]
Eloy Alvarez - Chief Negotiator

11/17/15
Date

11-17-15
Date

P.N.
Bargaining Committee

11-17-15
Date

KN
SW
PA
A.P

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

4-5-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

ARTICLE 10. BENEFIT PLAN

ALL UNITS

(b) The biweekly amount of the Court-provided Benefit Plan shall be ~~two one~~ hundred ~~and sixty five~~ dollars [~~\$200~~165.00 (retirement-earnable)] per pay period.

(d) A non retirement-earnable medical and dental subsidy for employees enrolled in the corresponding plan:

The Court will provide a medical subsidy which is equivalent to forty-five percent (45%) of the lowest HMO Employee Only Plan [but not less than eighty dollars (\$80.00) per pay period], and the dental subsidy will be equivalent to one hundred percent (100%) of the Dental PPO Employee Only Plan. [but not less than twenty dollars (\$20.00) per pay period]. The medical and dental subsidies will be applied prior to the Court-provided benefit plan of ~~two one~~ hundred ~~and sixty five~~ dollars (~~\$200~~165.00).

The Court shall provide the following subsidies for employees who enroll in HMO medical benefit plans for all employee groups on a per-pay period basis:

<u>Effective upon ratification of MOU</u>	<u>January 2017</u>	<u>January 2018</u>	<u>January 2019</u>
<u>48.2% of the medical premium cost</u>	<u>51.5% of the medical premium cost</u>	<u>53.1% of the medical premium cost</u>	<u>54.8% of the medical premium cost</u>

Effective upon ratification of this MOU, the Court shall provide a subsidy amount for all PPO plans on a per-pay period basis for all employee groups equivalent to the Kaiser subsidy amounts.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

4-5-16

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TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Keith Flemming
Keith Flemming - Chief Negotiator

Eloy Alvarez
Eloy Alvarez - Chief Negotiator

4/12/16
Date

4/12/16
Date

Bargaining Committee

Date

TENTATIVE AGREEMENT
Between
Superior Court of California, County of San Bernardino
And
Service Employees International Union, Local 721
December 17, 2015

ARTICLE 10. BENEFIT PLAN, (g) (1)

Add: Employees eligible for the Benefit Plan who are also enrolled in a comparable group health plan sponsored by another employer or a Covered California plan may elect to discontinue enrollment in their Court sponsored health plan.

San Bernardino Superior Court:

KELTH Fleming
12/17/15
Date

Service Employees International Union, Local 721

[Signature]
12/17/15
Date

[Signature]
[Signature]
KN
A.P.
PN

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 17, 2015

ARTICLE 10. BENEFIT PLAN (J)

ALL UNITS

- (1) The Court will offer the IRS Section 125 plan Flex Spending Account-Healthcare (hereinafter HC) to employees in regular positions and receiving a minimum of forty-one (40+) hours per pay period or on an approved leave designated as Family Medical Leave. The Court will pay the administrative fees. For employees electing to participate in the plan, the minimum required deduction will be ten dollars (\$10.00) per pay period and the maximum allowable deduction will be ~~ninety-six dollars and fifteen cents (\$96.15)~~ pursuant to the IRS Regulations Guidelines, per pay period.
- (2) Employees in regular positions and receiving a minimum of forty-one (40+) hours of pay per pay period or on an approved leave designated as Family Medical Leave are eligible to participate in the Flex Spending Account- Dependent Care (hereinafter DCAP). DCAP allows eligible employees to elect to receive dependent care assistance benefits, which are excludable from gross income under Sections 129 and 125 of the Internal Revenue Code, as amended, and shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provision of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

Flexible Spending Accounts will be administered by the Human Resources Department.

~~An employee hired or who would otherwise first qualify for participation after December 1, 1991, shall be eligible to participate the first day of the month following thirty (30) days from the date he/she submits their enrollment.~~

An employee must contribute to Flexible Spending Account HC and/or DCAP through salary reduction. An employee election to participate shall be irrevocable for the remainder of the plan year except to the extent permitted under IRS Regulations. The Court will permit a carryover amount of unused monies in accordance with IRS guidelines.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Ezra Fleming

[Signature]

Date 12/17/15

Date 12/17/15

RR G.P.
DW PN
KW

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 17, 2015

ARTICLE 10. BENEFIT PLAN, All Units, (k) (2)

The Benefit Plan Year begins on January 1st. ~~the first day of the pay period prior to the pay period in which August 1st falls. The Benefit Plan Year is approximately twenty-six (26) pay periods.~~ All elections must remain in effect for the Benefit Plan Year.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Kelth Fleming

[Signature]

12/17/15
Date

12/17/15
Date

[Signature]
[Signature]
KN

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 17, 2015

ARTICLE 10. BENEFIT PLAN, All Units, (r)

~~The parties acknowledge that Congress is currently considering certain changes in the tax laws that could substantially change the tax results intended by this Article. If Congress enacts such legislation for IRS Regulations under current laws change) and this changes the tax results intended under this Article, this Article and the means of providing the Court's contribution will be subject to reopening of negotiations at the request of either party without any increased costs to the Court.~~

San Bernardino Superior Court:

Service Employees International Union, Local 721

Keith Fleming

[Signature]

12/17/15
Date

12/17/15
Date

RA) A.P.
DW) PW
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TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 14, 2015

ARTICLE 10. BENEFIT PLAN ALL UNITS (p) (NEW LANGUAGE)

(p) Employees who are on an approved medical leave of absence and whose paid hours in a pay period are less than forty-one (41) hours will continue to receive the benefits of this section for up to six (6) pay periods per episode of illness or injury. Employees who are on an approved Worker's Compensation claim shall receive the benefits of this section for up to twenty (20) pay periods while off work due to that work injury for injuries occurring prior to January 1, 2006 and will be responsible for their employee portion of benefit deductions. Employees who are on an approved Workers Compensation claim occurring January 1, 2006, or later shall receive the benefits of this section for up to thirteen (13) pay periods while off work due to that work injury and will be responsible for their employee portion of benefit deductions. Employees who are integrating paid leave time with either Short Term Disability (STD) insurance provided by the Court or State Disability Insurance (SDI) shall receive the benefits of this Article under the following circumstances: upon election of full integration of disability payments and paid leave time, employees who are paid less than forty-one (41) hours but have available leave balances of forty-one (41) hours or more shall receive the benefits of this Article. Employees who are on an approved medical leave of absence without pay or on an approved leave of absence without pay under the Family Medical Leave Act of 1993 will continue to receive the Benefit Plan dollars for up to six (6) pay periods. Employees who are on a leave of absence without pay shall not be eligible to receive the monetary benefits of this Article unless on a medical leave or a Family Medical Leave Act eligible leave.

Employees who are out on an approved leave of absence, in order to continue to be eligible for benefits, shall pay on a monthly basis their employee portion of benefits when their paycheck does not cover their employee portion of benefit deductions.

San Bernardino Superior Court:

Service Employees International Union, Local 721

FELIX FLEMING
12/14/15
Date

[Signature]
12/14/15
Date

[Signature] A.P.
[Signature] P.N.
KN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

~~12-17-15~~ 2-9-16 *EA*

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal.

ARTICLE 10. BENEFIT PLAN

- (s) ~~Effective January 1, 2011, t~~The Court will provide a vision care plan for all employees. The Court will pay the premium for employee only coverage. Employees will be able to purchase dependent vision coverage through the plan.

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Keith Flemming

Keith Flemming - Chief Negotiator

Eloy Alvarez

Eloy Alvarez - Chief Negotiator

2/9/16

Date

2/9/16

Date

Bargaining Committee

Date

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Anthony Pius
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TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 14, 2015

ARTICLE 10. BENEFIT PLAN

Employees covered by this agreement in a regular position may participate in the Section 457 (b) Deferred Compensation program in accordance with eligibility rules as defined by the plan.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Keith Fleming

[Signature]

12/14/15
Date

12/14/15
Date

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TENTATIVE AGREEMENT
Between
Superior Court of California, County of San Bernardino
And
Service Employees International Union, Local 721
January 14, 2016

ARTICLE 15. DISCIPLINE AND GRIEVANCE PROCEDURE

ALL UNITS

Section 1. Purpose

The Court and **SBPEASEIU** fully realize the importance of a viable grievance procedure to aid in the resolution of disputes and resolve disciplinary actions. It is recognized that conditions may arise which can create employee dissatisfaction, and that to maintain high employee morale and harmonious relations, an orderly method of processing grievances is necessary. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a ~~Court~~ employee.

Section 2. Definition

A grievance is any dispute between ~~Court~~ management and an employee, group of employees or **SBPEASEIU**, which involves the interpretation or application of any provision(s) of this Memorandum of Understanding including discipline, excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of a Court official shall be final, the interpretation and application of those provisions not being subject to the grievance procedure. **SBPEASEIU** may not independently submit or process a formal grievance, unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision.

Section 3. Exclusions

All matters are excluded which deal with the Articles, "Court Management Rights," Temporary Performance of Higher Level Duties, Special Assignment Compensation (SAC) concerning compensation; federal or state statutes, rules or regulations. **SBPEASEIU** may represent the grievant at any step of the grievance procedure.

Section 4. Consolidation

To avoid the necessity of processing similar grievances one at a time, similar grievances shall be consolidated whenever possible.

Section 5. Representation

SBPEASEIU may represent the grievant at any step of the grievance procedure. Aggrieved employee(s) may represent themselves, or may be represented by a **SBPEASEIU** Labor Relations Representative. This representation may commence at any step in the Grievance Procedure. A representative of the Court Executive Office may be in attendance at any step in the Grievance Procedure. The Court agrees within reasonable limits to compensate the aggrieved employee(s) for time spent during regularly scheduled hours in the handling of real and prospective grievances.

Section 6. Time Limitations and Notifications

The grievance must be initiated within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

Time limitations in this procedure may be modified only by agreement of the parties. It shall be the grievant's responsibility to initiate action, which submits the grievance to the next level within those specified time limits. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified.

Section 7. Steps in the Grievance Procedure

Step 1. Any employee or group of employees who believe that a provision of this Memorandum of Understanding has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor. It is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within five (5) working days, the supervisor shall give the decision to the employee orally.

Step 2. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on forms supplied by the Court's Human Resources Department to the Director of Human Resources within ten (10) working days. The Director of Human Resources shall make a determination of whether the grievance is a matter for which the grievance procedure is appropriate after consultation with SBPEASEIU. The determination and notification to the grievant and SBPEASEIU will be made within five (5) working days of receipt of the grievance. Any affected party may appeal this determination directly to an arbitrator within five (5) days following notification by the Director of Human Resources.

Step 3. If the grievance is accepted in Step 2, the grievant shall submit the written grievance to the ~~District~~ Manager within five (5) working days of notification by the Director of Human Resources. The ~~District~~ Manager shall meet with the grievant and fully discuss the grievance. The ~~District~~ Manager shall submit a response to the grievant in writing within ten (10) working days.

Step 4. If a mutually acceptable solution has not been reached in Step 3, the grievant shall submit the written grievance to the ~~Chief Assistant Court~~ ^{ve ECU} ~~Chief Deputy~~ Executive Officer or ~~Assistant Court Executive Officer~~ as appropriate in the chain of command for the employee ^{fill in} within five (5) working days of notification by the ~~District~~ Manager. The ~~Chief Assistant~~ ~~Chief Deputy~~ ~~Court~~ Executive Officer or ~~Assistant Court Executive Officer~~ following review of the Court Executive Officer and/or ~~designee the Director of Human Resources~~ shall have full and final authority on behalf of the Court to mutually resolve the grievance or refer the grievance to the next step within ten (10) working days. Notification shall be rendered in writing to the grievant and SBPEASEIU.

Step 5. If the grievance is not resolved at Step 4, the grieving party may submit the grievance to an arbitrator. The Court and SBPEASEIU shall select an arbitrator from the San Bernardino County Civil Services Commission list of arbitrators. The Court and the employee or SBPEASEIU shall contact an arbitrator to establish a hearing date. The cost of the arbitrator's services shall be split equally between the Court and the other party, including any cancellation fee if both parties are mutually responsible, otherwise the responsible party shall pay the entire cancellation fee.

The decision of the arbitrator shall be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. Under no condition can the arbitrator order relief that exceeds the relief requested by the grievant. The arbitrator award may not include any penalty that would exceed what an employee would receive under the provisions of this Memorandum of Understanding. The arbitrator shall have no authority to modify the provisions of the Memorandum of Understanding.

The arbitrator's decision shall be transmitted to the Director of Human Resources and SBPEA/SEIU with a copy to the grievant. The Director of Human Resources shall submit any grievance decision with financial impact to the Court Executive Officer or designee as soon as practicable.

The decision of the arbitrator shall be final and binding, ~~unless there is a financial impact in which case it is subject to the Court Executive Committee.~~

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

Section 8. Mediation

By mutual agreement and in lieu of arbitration in Step Five (5) of the discipline and grievance procedure, the parties may utilize the services of a mediator for the resolution of grievances.

Section 9. Employee Discipline

Notice of Proposed Action

Prior to the issuance of a written Notice to either suspend for more than five working days, demote, reduce in step, or dismiss an employee with regular status, written notice of at least five (5) working days of the proposed disciplinary action shall be given before such action is to be taken and must include:

- (a) Notice of proposed action;
- (b) Reasons for proposed action pursuant to Court policies and rules;
- (c) A copy of charges stating specific incidents or specific courses of conduct, and a copy of the written materials pertaining to those incidents or course of conduct; and
- (d) A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must specify at least the five (5) working day period except as provided below under "Limitations and Exceptions". A longer notice might be warranted in specific cases because of the volume of material or complexity of the issues involved.

The notice of proposed disciplinary action must be in writing and shall be signed by the Court Executive Officer or designee. Upon receipt of the employee's response, the Court Executive Officer shall review the response and determine the appropriate course of action. This may include imposing the same level of disciplinary action, modifying with less severe disciplinary action, or rescinding the notice of proposed action.

Limitations and Exceptions

- (a) Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action as described below.
- (b) For an action involving a suspension based upon extraordinary circumstances, an oral or written Notice of Suspension is sufficient, without giving any type of prior notice of proposed action. If such an oral or written notice of suspension is given, the cause or causes for the suspension must be given at the same time, orally or in writing.

Employees may be suspended without prior notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption to government business.

Extraordinary circumstances include, but are not limited to, situations involving: misappropriation of public funds or property; working while under the influence of intoxicating liquor or drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of Court business through willful misconduct (altercations, etc). For actions involving an oral Notice of Suspension in extraordinary circumstances, a written Notice of Suspension shall be provided to the employee within five (5) working days after the oral notice is given, and said Notice shall contain the same information required under "Notice of Disciplinary Action for other than Short Term Suspensions."

- (c) Short-term Suspension – For actions involving a suspension of five (5) working days or less, an oral Notice of Suspension is sufficient, without giving any notice of proposed action. If such oral notice of suspension is given, the cause or causes for the suspension must be given at the same time. A written Notice of Disciplinary Action shall be prepared and a copy of the Notice shall be personally served upon the employee within two (2) working days of termination of the suspension. Said Notice shall contain the effective date of disciplinary action, pursuant to Court rules and policies. The causes and reasons for the action, the charges stating specific incidents or specific courses of conduct, and a copy of the written materials upon which the action is based. The Notice shall include notice of the employee's right to respond either orally and/or in writing to the Court Executive Officer within five (5) working days of the service of the Notice on the employee. Upon receipt of the employee's response, the Court Executive Officer shall review the response and determine the appropriate course of action, or rescind the disciplinary action. The Notice shall also include notice of the time allowed for appeal and answer. The original Notice shall be filed with the Director of Human Resources and shall be accompanied by information showing that the employee has been served.

Notice of Disciplinary Action for Other Than Short-Term Suspension

After completing the requirement for notice of Proposed Action, any employee response should be considered and a determination made of appropriate action. The imposition of disciplinary action to suspend, demote, reduce in salary step, or dismiss is constituted by written Notice. Said Notice is similar to the Notice of Proposed Disciplinary Action in that it contains the effective date the disciplinary action is based. The effective date may be prior to the Notice, provided the circumstances warranted such immediate action. The Notice shall be signed by the Court Executive Officer or designee. Notice of the time allowed for appeal and answer shall be stated in the Notice. A copy of the Notice shall be personally served on the employee or sent by certified mail to the employee's last known address. The original Notice shall be filed with the Director of Human Resources and shall be accompanied by information showing that the employee has been served either personally or by certified mail. An additional copy shall be provided to a representative who has appeared on behalf of the employee.

Amendment or Withdrawal of Notice

The Notice of suspension, demotion, reduction in salary step, or dismissal may be withdrawn by the Court Executive Officer at any time prior to final decision on appeal. A Notice may be amended by the Court Executive Officer or designee at any time prior to final decision on an appeal. If an amended Notice presents new causes for discipline, the employee shall be afforded all the procedural safeguards under "Notice of Proposed Action" above, prior to the discipline becoming effective. In addition, the employee shall be afforded a reasonable opportunity to prepare the defense thereto and must file an amended answer within ten (10) days of receipt of the Notice.

FLSA exempt employees covered by this Article who are disciplined by a suspension without pay shall only receive such suspension in increments of one workweek. Alternatively, an appointing authority may discipline an employee covered by this Article via a deduction of accrued leave time. The accrued leave time is limited to vacation, holiday, annual or administrative leave. Deductions of accrued leave time may be made in increments of less than one workweek. Any disciplinary action imposed under this Article is subject to appeal under the Personnel Plan Policies of the Superior Court of California, County of San Bernardino. Employees shall not be disciplined by a reduction in step.

Within ten (10) calendar days of receipt of the written investigative findings of the Court Executive Officer, SEIU may file an appeal on behalf of the complainant(s). The Court Executive Officer or designee and SEIU shall contact an arbitrator to establish a hearing date acceptable to both parties; provided, however, that the arbitrator must have demonstrated experience in the field of affirmative action and employment discrimination. The arbitration shall be conducted in accordance with Step 5 of Section 7 of this Article except for the following: The arbitrator may not order any monetary remedy which exceeds actual losses of pay and benefits suffered by the complainant. The cost of an arbitrator's services shall be split equally between the Court and SEIU, including any cancellation fees if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.

Section 10. Unfair Labor Practices/Unit Charges

Unfair labor practice charges will be handled according to the Public Employee Relations Board rules.

Section 11. Equal Employment Opportunity Complaint Appeal Process

Employees have the ability to file complaints involving discriminatory employment practices as defined in the Court's Equal Employment Opportunity Policy. Such complaints may be filed with the Court Executive Officer or the State Department of Fair Employment and Housing (DFEH) or the Federal Equal Employment Opportunity Commission (EEOC). In the event the investigative findings of the Court Executive Officer or designee are not satisfactory to the complainant(s), the complainant or complainants represented by SBPEASEIU may file an appeal as described herein. A complainant or complainants not represented by SBPEASEIU may use the appeal process described herein, but must assume one-half (1/2) of the costs of the appeal process, including any arbitrator's costs.

~~Within ten (10) calendar days of receipt of the written investigative findings of the Court Executive Officer, SBPEASEIU may file an appeal on behalf of the complainant(s). The Court Executive Officer or designee and SBPEASEIU shall contact an arbitrator to establish a hearing date acceptable to both parties; provided, however, that the arbitrator must have demonstrated experience in the field of affirmative action and employment discrimination. The arbitration shall be conducted in accordance with Step 5 of Section 7 of this Article except for the following: The arbitrator may not order any monetary remedy which exceeds actual losses of pay and benefits suffered by the complainant. The cost of an arbitrator's services shall be split equally between the Court and SBPEASEIU, including any cancellation fees if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.~~

San Bernardino Superior Court:

Service Employees International Union, Local 721

Keith Fleming



Date

1/14/16

Date

1/14/16


A.P.
PW

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

12-15-15

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

ARTICLE 20. EMPLOYER PAYROLL SYSTEM

Employees should normally complete and submit their time reports within the prescribed time periods. The employee's supervisor may enter the employee's time in the employee's absence. The Human Resources Department shall make every effort to contact the employee regarding any correction of the time entered and explain the reasons for the change prior to submitting to the AOG JCC for processing. If time does not allow for this procedure due to the AOG JCC's deadline, the Human Resources Department shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

The Court reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of time reports by the employee, the employee shall hold the Court harmless for any delays in warrant processing.

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721



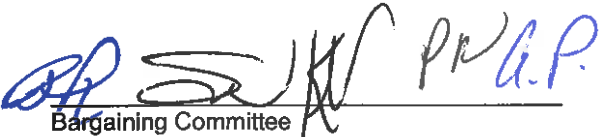
Keith Flemming - Chief Negotiator



Eloy Alvarez - Chief Negotiator

12/15/15
Date

12/15/15
Date



Bargaining Committee

12/15/15
Date

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

11-17-15

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

ARTICLE 28. JOINT LABOR-MANAGEMENT COMMITTEE COURT TASK FORCE

ALL UNITS

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to the Court and SEIUSBPEA. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree that Joint Labor-Management Committees Court Task Forces comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services, The purpose of such committeetask force shall be to:

- (a) review and provide input on proposed departmental policies and procedures;
- (b) develop, review, and prioritize work simplification-project proposals;
- (c) develop and review solutions to specific program problems.

The parties shall designate their members and chairpersons to serve on their own respective committees. The composition of each task force shall be determined by the Court Executive Officer or designee and SBPEA. The chairperson(s) of the task force shall be selected by the Court Executive Officer or designee. Meetings will be held quarterly or more often upon mutual agreement of both parties as often as necessary to carry out discharge the functions of the Labor Management Committeetask force. The Labor Management Committeetask force will establish reasonable time frames for the accomplishment of its dutiescharges.

Recommendations of the Joint Labor Management Committeetask force will be arrived at by consensus and shall be submitted in writing to the Court Executive Officer for final action. The Joint Labor Management Committeetask force shall not have any right or authority to abrogate representation rights of SEIUSBPEA or Court Management Rights.

The Court shall meet with affected employees for input in the design of new or remodeled work stations through the Labor Management Committee.

The Court shall maintain an Official Court Reporter Joint Labor Management Committeetask force to address a variety of issues Including but not limited to Lexis Nexus access, read-back time and other transcription issues.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

11-17-15

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Keith Flemming
Keith Flemming - Chief Negotiator

Eloy Alvarez
Eloy Alvarez - Chief Negotiator

11/17/15
Date

11-17-15
Date

Bargaining Committee

11-17-15
Date
PJ
KN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

2-19-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal.

ARTICLE 29. LAYOFF

ALL UNITS

Section 2. Alternatives to Layoff

In the event the Court anticipates layoffs, the Court will meet with the Union to consider alternatives to layoffs.

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Keith Fleming
Keith Fleming - Chief Negotiator

Eloy Alvarez
Eloy Alvarez - Chief Negotiator

2/19/16
Date

2/19/16
Date

[Signature]
Bargaining Committee

Date

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

1-21-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

ARTICLE 29.

LAYOFF

Section 3. Order of Layoff

Layoffs shall be made by classification.

- (a) Layoffs among regular employees shall be made on the basis of seniority determined by the employee's current beginning (hire) date of continuous service in a regular position with the Court. For employees hired by the Court prior to January 1, 2001, seniority is determined by the employee hire date with either the Court or the County of San Bernardino for continuous and contiguous service. In the event that two (2) or more employees are hired in the same classification on the same date, the order of seniority is determined by lot at the time of hire. Employees who have been promoted/demoted who share the same Court seniority date within the same classification, shall have their order of seniority determined by lot at the time of layoff. The posted seniority lists do not necessarily reflect the seniority order in the event of layoff.

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721



Keith Flemming - Chief Negotiator



Eloy Alvarez - Chief Negotiator

Date 1/21/16

Date 1/21/16



Bargaining Committee

Date

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○

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

March 3, 2016

ARTICLE 29.

LAYOFF

Section 3. Order of Layoff

- (e) If a regular employee to be separated has attained regular status in ~~another~~a lower classification, reduction in classification (bumping) shall be approved. For purposes of bumping, the number of positions filled by the least senior employees in the affected classification(s) equal to the number of positions being deleted from the classification shall be identified. Additionally, all vacant positions in the affected classification shall be made available to the affected employees. This collective group of positions shall then be subject to the bumping process.

- (h) Reductions in classification shall only be approved when the employee has previously held regular status in ~~another~~the lower classification, and has seniority over identified employees in the ~~other~~lower classification. Reductions in classification shall first be made to the ~~other~~next lower classification in which the employee has regular status. The employee being reduced may only replace the least senior employee, or be placed in a vacant position, in the classification identified pursuant to (e) above. The junior employee being bumped will be separated or reduced in classification. If the employee does not have seniority in the classification, to which the eligible employee is first considered for reduction, reduction shall then be made to the next ~~lower~~ classification in which the employee has regular status. This procedure shall continue until all reductions in classification and the ultimate separations are completed.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Keith Fleming

[Signature]

3/3/16
Date

3/3/16
Date
AP PW
SW KN

San Bernardino Superior Court
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

4-12-16

ARTICLE 29. LAYOFF

Section 43. Order of Layoff

(b) Before any reduction in the work force of regular employees occurs, the Court shall lay off non-regular employees in the affected classifications according to the following order by total number of positions to be eliminated:

1. Contract employees ~~or other individuals without regular status~~ who are performing the work of SEIU represented classifications
2. Extra-Help
3. Probationary

~~requisite number of extra help, provisional, probationary or other individuals without regular status in the affected classifications by total number of positions to be eliminated shall be terminated.~~ For purposes of layoff, trainees, most recently hired dual appointments, and substitutes shall be treated the same as probationary employees.

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Keith Fleming
Keith Fleming - Chief Negotiator

Eloy Alvarez
Eloy Alvarez - Chief Negotiator

Date

4/12/16

Date

4/12/16

AP AP
KN AN

Bargaining Committee

Date

ARTICLE 29. LAYOFF

ALL UNITS

Section 65. Employee's Rights while on Layoff

(a) During the first two (2) years following a layoff; laid-off regular employees shall be assured the right of appointment to a vacant position in the same or equivalent classification to the one in which the employee has previously held regular status. If the laid off regular employee refuses two (2) offers of reinstatement, from his or hers designated location(s) or district(s), the employees name will be removed from the recall list

(b) An employee may waive their right to reinstatement for positions at a location/district that he or she has not designated at time of layoff. Said request(designated location(s) or district(s))hall be made in writing and submitted to human resources at time of layoff.

~~(c) During the two (2) year period, a employee may add or remove a location/district by submitting said request in writing to Human Resources. Any employee who is affected by a layoff may request that their name be placed on appropriate eligible lists for a period of two (2) years by submitting such a request and an application to the Director of Human Resources for determination of eligibility.~~ Approval of such requests only entails placement on the list and does not guarantee employment or carry any bumping privileges. Placement on the eligible list shall be made pursuant to the provisions for requalification contained in the Personnel Plan Policies.

Section 76. Retraining

The Court will make reasonable efforts to provide retraining opportunities to laid-off employees that will qualify them in classifications, not related to their former classification, and will attempt to place said laid-off employees in vacant positions in the Court for which they are qualified.

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Keith Fleming
Keith Fleming - Chief Negotiator

Eloy Alvarez - Chief Negotiator

12/22/15
Date

12/22/15
Date

Bargaining Committee

12-22-15
Date

RR a.f.
Su PH
KH

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 17, 2015

ARTICLE 30. OFFICIAL COURT REPORTER

~~The minimum charge against any leave shall be four (4) hours and shall be charged in multiples of four (4) hour increments when a pro tem Court Reporter is required to provide coverage in the Official Court Reporter's absence as determined by the Court Executive Officer or designee.~~

San Bernardino Superior Court:

Service Employees International Union, Local 721

Keith Fleming

[Signature]

12/17/15
Date

12/17/15
Date

RR A.P.
SW PW
RW

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 17, 2015

ARTICLE 30. LEAVE PROVISIONS, SECTION 1 SICK LEAVE (j)

(j) Perfect Attendance. Employees in regular, full-time positions who do not utilize any sick leave, occupational leave or unpaid leave in the preceding calendar ~~in a calendar~~ year, ~~and who do not record any sick leave without pay or absent without pay during that year~~, shall receive a one year's paid membership in a Court-approved health facility or utilization of perfect attendance leave. Half-time employees shall receive pro rata benefits with a minimum of forty (40) hours worked per pay period under this Article. The paid health facility membership shall not exceed the cost of a one (1) year paid membership at the San Bernardino YMCA. In lieu of a Court-approved health facility membership, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash-out provision, within the time frame of the subsequent calendar year. Failure to utilize perfect attendance leave within the subsequent calendar year shall result in forfeiture of the same.

San Bernardino Superior Court:

Service Employees International Union, Local 721

FELTH Fleming
Date 12/12/15

[Signature]
Date 12/17/15
PR A.P.
SW PN
KN

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

January 21, 2016

ARTICLE 30. LEAVE PROVISIONS, SECTION 1 SICK LEAVE (k)

(k) Vacation Conversion Option. ~~Annually, e~~ Employees who have used less than forty (40) hours of sick leave in a calendar year may, at the employee's option, convert sick leave to vacation leave by the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave. To convert sick leave to vacation leave an employee must make an irrevocable election during the month of January specifying the number of converted sick leave hours to be converted to vacation hours. Such election must be made in increments of one (1) hour and may not exceed eighty (80) hours.

<u>Sick Leave Hours Used</u>	<u>Hours to be Converted</u>	<u>Vacation</u>
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

San Bernardino Superior Court:

Felth Fleming

2/9/16
Date

Service Employees International Union, Local 721

[Signature]

2/9/16
Date
[Signature] Anthony Perry

[Signature]
Katie Niles
Pat Norton

TENTATIVE AGREEMENT
Between
Superior Court of California, County of San Bernardino
And
Service Employees International Union, Local 721
December 17, 2015

ARTICLE 30.

LEAVE PROVISIONS

(g) Workers' Compensation. Employees shall receive up to a maximum of twenty-four (24) hours of pay for the first three (3) days following a work related injury when a doctor has determined that the employee is unable to return to work and has been considered Temporarily Totally Disabled (TTD) ~~receiving the benefits of Workers Compensation receive~~ as partial replacement of their income through this benefit. Employees on this leave may choose to fully integrate, partially integrate, or not integrate personal leave with the workers compensation payment. The maximum amount the employee receives from integrating leave time with workers compensation shall not exceed 100% of the employee's base salary.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Keth Fleming

[Signature]

Date

12/22/15

Date

12/22/15

RA A.P.
San P.N.
KN

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

April 12, 2016

ARTICLE 30. LEAVE PROVISIONS

Section 2. Vacation Leave

(c) Administration.

Written request for vacation leave shall receive a written response from the ~~supervisor program or District~~ Manager within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Court Executive Officer or designee for an immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

- (2) Minimum Charge. The minimum charge for Support Services ~~in a classification of Official Court reporter~~ against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.

For Court Reporters vacation shall be in fifteen (15) minute increments, however for vacation hours taken prior to noon when a pro tem must be hired to replace the Court Reporter, the Court reporter must take vacation in four (4) hour increments.

San Bernardino Superior Court:

Reth Fleming

4/12/16
Date

Service Employees International Union, Local 721

[Signature]

4/12/16
Date

[Signature]

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

2-9-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal.

ARTICLE 30.

LEAVE PROVISIONS

Section 2. Vacation Leave

(c) Administration.

- (1) Scheduling. Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the Court but with consideration given to the well-being of the employee. No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave, the Court Executive Officer or designee will notify the AOCICAS of the situation and approve a waiver of the maximum allowed unused balance for a period not to exceed one (1), thirteen (13) pay period waiver per calendar year.

Written request for vacation leave shall receive a written response from the ~~program or District~~ Manager or designee within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the Court Executive Officer or designee for an immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

- (2) Minimum Charge. The minimum charge for employees ~~in a classification other than Official Court Reporter~~, against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Agreement.

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721


Keith Flemming - Chief Negotiator


Eloy Alvarez - Chief Negotiator

Date 2/9/16

Date 2/9/16


Bargaining Committee
Kate Nilsen

Date Anthony Perry
Pat Darte

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 17, 2015

ARTICLE 30. LEAVE PROVISIONS, SECTION 2 VACATION LEAVE (d)

(d) Prior Service. Employees in regular positions who have been employed by a public jurisdiction in a comparable position for at least five (5) years or a position which has prepared such employees for an assignment to a position in the Support Services or Court Reporter Unit may receive credit for such previous experience in the former agency(s) in determining their vacation accrual rate. If approved, years of service will be rounded down to the nearest five (5) year increment for the purposes of this Article. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the Court Executive Officer or designee. Employees shall request consideration for prior service credit within thirty (30) calendar days of receipt of written notice of this provision from the Court.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Felix Fleming

[Signature]

1/14/14
Date

1/14/16
Date

AR
[Signature]
A.P.
P.N.

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 17, 2015

ARTICLE 30. LEAVE PROVISIONS

Section 3. Holiday Leave

(a) Fixed Holidays. All employees in regular positions will be entitled to the following holidays:

<u>New Year's Day</u> - January 1st	<u>Labor Day</u> - First Monday in September
<u>Martin Luther King Jr. Birthday</u> -Third Monday in January	<u>Columbus Day</u> - Second Monday in October
<u>Lincoln Birthday</u> - February 12th	<u>Veteran's Day</u> - November 11th
<u>President's Day</u> - Third Monday in February	<u>Thanksgiving Day</u> - Last Thursday in November
<u>Cesar Chavez Day</u> - March 31st	Day after <u>Thanksgiving</u>
<u>Memorial Day</u> - Last Monday in May	<u>Christmas Day</u> - December 25th
<u>Independence Day</u> - July 4th	

When a judicial holiday specified by the Code of Civil Procedure Section 135 falls on a Sunday, the following Monday shall be the observed holiday. When a judicial holiday specified by the Code of Civil Procedure Section 135 falls on a Saturday, the preceding Friday shall be observed as the holiday.

(b) Floating Holidays – Employees assigned to regular positions shall be entitled to a total of sixteen (16) hours of holiday time which shall be accrued during pay period twenty-six (26) provided the employee has not separated prior to the end of the pay period or is not on extended unpaid leave for the pay period. Half-time employees shall receive pro rata benefits with a minimum of forty (40) hours worked per pay period under this Article. ~~When a judicial holiday specified by the Code of Civil Procedure Section 135 falls on a Sunday, the following Monday shall be the observed holiday. When a judicial holiday specified by the Code of Civil Procedure Section 135 falls on a Saturday, the preceding Friday shall be observed as the holiday.~~

San Bernardino Superior Court:

Service Employees International Union, Local 721

Keith Fleming

[Signature]

12/17/15
Date

12/17/15
Date

[Signature]
[Signature]
KN

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 17, 2015

ARTICLE 30.

LEAVE PROVISIONS

Section 5. Military Leave

The Court will adhere to ~~As provided in~~ the California Military and Veterans Code Section 395 et. seq., and any amendment thereto, ~~and the federal Uniformed Services Employment and Reemployment Rights Act of 1994.~~ in addition a Court employee may be entitled to the following: ~~rights concerning military leave:~~

- (1) Any employee employed by the Court for one (1) year immediately prior to the date of such military leave shall be entitled to receive their regular salary or compensation for the first ~~thirty~~twenty-five ~~(30)~~(25) ~~calendar days~~workdays of any such temporary leave. Pay for such purposes shall not exceed ~~thirty~~twenty-five ~~(30)~~(25) ~~calendar days~~workdays in any one (1) fiscal year and shall be paid only for the employee's regularly scheduled workdays. The compensation does not include an employee's attendance at weekend reserve meetings.
- (2) Extension of benefits may be eligible to employees who are called to active duty as a result of military activation. The Court shall pay the difference between their base Court salary and their military salary starting on the 31st calendar day of military leave not to exceed 100% of the employees' base Court salary. This extension of benefits must be approved by the Court Executive Officer.

For the Court:

Faith Fleming

 Date 12/17/15

Service Employees International Union, Local 721

[Signature]

 Date 12/17/15
 [Signatures: OR, G.P., SW, KN, PN]

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 22, 2015

ARTICLE 30. LEAVE PROVISIONS

Section 7. Special Leaves of Absence Without Pay

(b)Types of Leaves of Absence.

There are four (4) types of leaves of absences. All requests must be in writing and require the approval of the Department or District Manager and the Director of Human Resources. Upon request, the Director of Human Resources or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate article of the Memorandum of Understanding. At the Courts discretion, employees may use available paid leave time whenever a leave of absence is approved.

San Bernardino Superior Court:

Service Employees International Union, Local 721

KELTH Fleming

[Signature]

12/22/15
Date

12/22/15
Date

BL A.P.
SW PN
KN

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

February 9, 2016

ARTICLE 30- LEAVE PROVISIONS SECTION 13 BEREAVEMENT LEAVE

Section 13. Bereavement Leave

- (a) All employees are eligible to receive a maximum of ~~thirty-two~~^{twenty-four} ~~(32)~~ ~~(24)~~ hours of paid leave per occurrence for bereavement due to the death of persons in the immediate family as defined in Section 1 (b) of Article 30, or any relative living with the employee.

- (b) All employees may, in addition to the ~~thirty-two~~^{twenty-four} ~~(32)~~ ~~(24)~~ hours of Bereavement Leave, use up to sixteen (16) hours of sick leave in conjunction with Bereavement Leave.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Keith Fleming
2/9/16
Date

[Signature]
2/9/16
Date

PR
[Signature]
Katie Nix
Anthony Perry
Rob Wiers

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

April 12, 2016

ARTICLE 31.

LIFE INSURANCE

ALL UNITS

Approximately sixty (60) days after ratification of this contract, ~~t~~The Court agrees to pay the premium for a term life insurance policy for each eligible employee in the amount of \$25,000. Effective, (insert date one year after first adjustment) the Court will increase the amount to \$35,000. ~~according to the table below.~~ This benefit shall only apply to employees who have been appointed to a regular position budgeted for more than forty (40) hours per pay period.

For the Court:

Service Employees International Union, Local 721

FELH Heming

[Signature]

4/12/16
Date

4/12/16
Date

RR A.P
KN PN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

4-12-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal.

Maintenance of Membership

In the event that the U.S. Supreme Court rules that Agency Shop is unlawful, this Memorandum of Understanding shall be amended to provide for a Maintenance of Membership Provision which shall read in full as follows:

~~Any Employees in this unit~~ who have authorized Union dues deductions ~~on the effective date~~ at such time of a Supreme Court decision shall continue to have dues deductions ~~of this MOU~~ or at any time subsequent to ~~the effective date~~ to a Supreme Court decision ~~of this MOU~~ shall continue to have such dues deduction made by the Court during the term of this MOU; provided, however, that any employee in the Unit may terminate such Union dues during the thirty-day period commencing ninety days before the expiration of the MOU by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and ~~name of Union from~~ which dues deductions are to be cancelled. The Union will provide to the Court with the appropriate documentation to process these membership dues cancellations within ten (10) business days after the close of the withdrawal period.

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Keith Fleming
Keith Fleming - Chief Negotiator

Eloy Alvarez
Eloy Alvarez - Chief Negotiator

4/12/16
Date

4/12/16 RA PJ
Date KN

Bargaining Committee

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

1-21-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal.

~~ARTICLE 34. MEDICARE~~

~~The Court agrees to conduct an election division for Medicare coverage upon notification by the State of California's Social Security Administrator (as of June 2009, the California Public Employees Retirement System) the Court is eligible to do so.~~

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721



Keith Flemming - Chief Negotiator



Eloy Alvarez - Chief Negotiator

Date

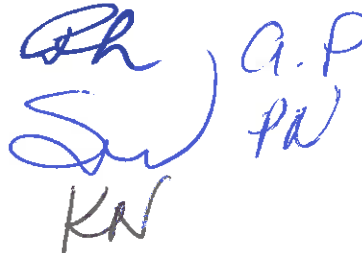
1/21/16

Date

1/21/16

Bargaining Committee

Date



TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

November 17, 2015

Article 35. MERIT ADVANCEMENTS

ALL UNITS

Section 1.

The Work Performance Evaluation for a regular status employee shall be completed by the employee's immediate supervisor within six (6) pay periods prior to the employee's step advance due date for an employee not receiving the top step of their salary range. To receive the step advancement, the employee must be evaluated overall on the Work Performance Evaluation as "Meets Job Standards" or "Exceeds Job Standards." The employee's immediate supervisor shall notify the employee in writing of inadequate work performance no less than three (3) pay periods prior to the employee's receipt of the work performance evaluation. The regular status employee evaluated overall as not meeting job standards, shall not receive the step advance, except as provided herein. If an employee does not receive a Work Performance Evaluation by his/her step advance due date, said employee shall be granted his/her step advance on his or her due date. The non-issuance of a Work Performance Evaluation shall not be equivalent to receiving a rating of "Meets Job Standards."

Section 2.

~~If no work performance evaluation is filed, or~~ if an employee receives an overall "Unsatisfactory" or "Below Job Standards" evaluation, the employee's step advance may not be granted on the date due.

~~Section 3.~~

~~In cases where no work performance evaluation is filed, an employee should contact the supervisor, who must complete and file the work performance evaluation within five (5) working days. If the employee is rated as "Meets Job Standards" or better, the employee will be granted the step advancement retroactive to the employee's step due date.~~

Section 4.

A denied step advancement can be granted following any sequence of a three (3) pay period review of the employee's performance. If a supervisor has failed to give the three (3) pay period notice of inadequate work performance prior to step denial, the employee's performance must be evaluated within three (3) pay periods after the step would have been due. If this rating is "Meets Job Standards" or above, the step advance will be granted effective the original due date. If the supervisor fails to evaluate the employee within three (3) pay periods after the step due date, the employee will be deemed to be evaluated as "Meets Job Standards" and the employee shall be granted the step advance effective the original step due date.

Section 53.

Any dispute arising out of the content of a work performance evaluation with an overall rating of "Below Job Standards" or "Unsatisfactory" may be processed ~~in accordance with the~~ grievance procedure up to Step 3.

Section 64.

It is agreed that the performance of any employee without regular status must be rated as "Meets Job Standards" or better prior to granting any merit step advancement.

San Bernardino Superior Court:

Service Employees International Union, Local 721

DELIA Fleming



11/17/15
Date

11/17/15
Date


A.P.
PN

TENTATIVE AGREEMENT
Between
Superior Court of California, County of San Bernardino
And
Service Employees International Union, Local 721
December 17, 2015

ARTICLE 46.

REALTIME DIFFERENTIAL

The Court will provide a six percent (6%) differential (based on base salary only) for court reporters that are nationally certified and use realtime on a daily basis. The Court will pay a three percent (3%) differential (based on base salary only) for court reporters that use realtime on a daily basis and pass the Court-administered test. The differential will be effective the beginning of the pay period following the date of the Court-administered test. Court reporters receiving either differential must sign an agreement to provide realtime services to any judge/commissioner. Court reporters currently providing realtime services who obtained an affidavit signed by their current judge/commissioner will not be required to take the Court test. These reporters must obtain a new affidavit if they are permanently assigned to another judge/commissioner or be required to take the Court test. An employee on an unpaid leave of absence for an entire pay period is not eligible to receive the realtime differential.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Keith Fleming
Date 12/17/15

[Signature]
Date 12/17/15
A.P.
P.N.
K.N.

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

January 14, 2016

ARTICLE 48.

RE-EMPLOYMENT

ALL UNITS

- (a) A regular employee who has terminated Court employment, and who is subsequently rehired in the same classification in a regular position must begin the first day of work within one hundred eighty (180) calendar days and beginning the first day of work by the one hundred eighty-first (181st) day, may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Article on "Leave Provisions") and the Retirement Plan contribution rate (provided the employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by the Director of Human Resources or designee. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Court Executive Officer or designee has the discretion to waive only the requirement of the re-employed to serve a probationary period.
- (b) A regular employee who has terminated Court employment and who is subsequently rehired to a regular position in the same job family must begin the first day of work within one hundred eighty (180) calendar days and beginning the first day of work by the one hundred eighty-first (181st) day, may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Court Executive Officer or designee has the discretion to waive only the requirement of the re-employed to serve a probationary period.
- (c) A regular employee who has terminated Court employment, and who is subsequently rehired to a regular position within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91st) day, may receive restoration of salary step (in the instance of rehire in the same classification), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Court Executive Officer or designee has the discretion to waive only the requirement of the re-employed to serve a probationary period.
- (d) Re-employment From Layoff - A regular employee who has been laid off from Court employment and is subsequently rehired to a regular position within ~~two~~ **one (24)** years shall receive restoration of salary step, vacation accrual rate, and sick leave in the same manner as described above. The employee shall not suffer a loss of seniority and will not be required to serve a new probationary period. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the SBCERA.

~~The employee shall also receive credit toward the time requirement for the Court's pick-up of the employee's retirement system contribution, which was applicable to such employee upon the date of their layoff. In order to be eligible for such credit, the employee must have held regular status at the time of layoff, and shall not have withdrawn his/her retirement contributions from the SBCERA. If the employee withdrew his/her retirement contributions, the employee must redeposit all such funds in the SBCERA, with the applicable interest prior to the approval and receipt of any credit or retirement contributions.~~

- ~~(e) Upon request of the appointing authority and approval of the Court Executive Officer or designee, employees who were previously employed by the Court in a regular position and participated in the SBCERA and are reinstated in accordance with (a) through (c) above may receive credit toward the time requirement for the Court's pick-up of the employee's retirement system contribution which was applicable to such employee upon the date of their termination. In order to be eligible for such credit, the employee must have held regular status at the time of termination, be re-employed according to subsections (a) through (c) of this Article, and shall not have withdrawn his/her retirement contributions from the SBCERA. If the employee withdrew his/her retirement contributions, the employee must redeposit all such funds in the SBCERA, with the applicable interest prior to the approval and receipt of any credit or retirement contributions. The Court Executive Officer or designee shall have the final and binding authority regarding credit granted under this provision.~~

San Bernardino Superior Court:

Service Employees International Union, Local 721

Felix Heming
Date 1/14/16

[Signature]
Date 1/14/16
[Signature]
[Signature]
A.P.
PN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

4-5-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

ARTICLE 55. SALARY ADJUSTMENTS

Section 1.

Effective upon ratification of this MOU, all bargaining unit employees who have completed their initial probationary period shall receive a sixty (60) hour one-time equity adjustment payment equal to current base salary at time of ratification.

Effective the first full pay period closest to May 1, 2016 after Court approval of this MOU, the base salary for all bargaining unit employees shall be increased by five percent (5%).

Effective the first full pay period closest to September 1, 2017, the base salary for all bargaining unit employees shall be increased by two percent (2%).

Effective the first full pay period closest to September 1, 2017, bargaining unit employees who have completed their initial probationary period shall receive a one-time lump sum payment equal to one percent (1%) of base salary.

Effective the first full pay period closest to September 1, 2018, the base salary for all bargaining unit employees shall be increased by three percent (3%).

Effective the first full pay period of 2019, the base salary for all bargaining unit employees shall be increased by one percent (1%).

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Appendix D. Base salary rate shall mean the hourly rate of pay established pursuant to Section 1 herein or the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Agreement as appropriate. Salary ranges shall be those provided in the Basic Salary Schedule contained in the Court Salary Schedule.

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SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

4-5-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Forma

Keith Fleming
Keith Fleming - Chief Negotiator

Eloy Alvarez
Eloy Alvarez - Chief Negotiator

4/12/16
Date

4/12/16
Date

Bargaining Committee

Date

**This tentative agreement is contingent upon Court Judges Executive Committee's acceptance.

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

December 22, 2015

ARTICLE 56.

SALARY RATES AND STEP ADVANCEMENTS

ALL UNITS

Within the base salary range, all step advancements will be made at the beginning of the pay period in which the employee completes the required number of service hours. ~~However, when an employee reaches the required number of service hours with eighty (80) hours of service in each pay period, the step advance will be made at the beginning of the next pay period.~~ Approval for advancement shall be based upon completion of required service hours in the classification and satisfactory work performance. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Article "Merit Advancements."

San Bernardino Superior Court:

Service Employees International Union, Local 721

Keith Fleming

[Signature]

12/22/15
Date

12/22/15
Date

OR A.P.

SW PN
KN

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

January 21, 2016

NEW ARTICLE – SPECIAL ASSIGNMENT COMPENSATION (SAC) (New Language)

Special Assignment Compensation (SAC)

Increases in pay may be granted to recognize the temporary assignment of additional responsibilities significant in nature and beyond the normal scope of the position. No award shall be made in any situation related to a vacation, short-term illness, or other relief six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year except in unusual circumstances approved by the Court Executive Officer or designee. Employees will normally not be in a probationary status. The employee shall be required to meet standards for satisfactory performance.


Compensation shall be awarded in pay period increments, and shall be in the form of a specified percentage of the employee's base pay. The Court Executive Officer or designee will determine the amount from a minimum of two and one-half percent (2.5%) up to a maximum of seven and one half percent (7.5%). The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect an employee's step advancement in the base range pursuant to "Salary Rates and Step Advancements."

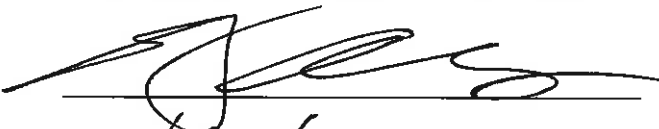
Requests for Special Assignment Compensation may be initiated by the manager or an employee via the appointing authority. The manager and the employee bear the mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this provision. It is important the Court Executive Officer's review of the request before the employee begins the assignment because there is no guarantee the request will be approved. Special Assignment Compensation is to be effective only with the Court Executive Officer's written approval, assignment of the greater level of duties, and signed acceptance by the employee.

This provision shall not be used to circumvent or provide additional compensation over and above that which may be provided in "Classification" and "Assignment to Vacant Higher Position." These aforementioned provisions are mutually exclusive concepts, and as such, there shall be no dual or multiple requests and/or appeals, in which the latter is applicable, for a single situation.

San Bernardino Superior Court:

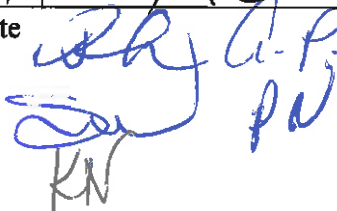
Service Employees International Union, Local 721





Date 1/21/16

Date 1/21/16


A.P.
P.V.
KN

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

April 12, 2016

ARTICLE 59.

STANDARD TOUR OF DUTY

ALL UNITS

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty which commences before midnight and ends the following day shall be reported for payroll purposes as time worked for the day in which the tour of duty began. The standard tour of duty consists of eight (8) hours per day, forty (40) hours per week. The Court Executive Officer shall establish work schedules. ~~the actual number of hours which comprises the standard tour of duty for each position.~~ Employees may be assigned or authorized by the Court Executive Officer or his/her designee to a 9/80 work schedule provided a work period is established and agreed to in writing by the Court Executive Officer and the employee which includes eighty forty (840) hours worked each paywork period. Employees may be assigned or authorized by the Court Executive Officer or his/her designee to a 4/10 work schedule. ~~The Court Executive Officer may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the Court. When the Court Executive Officer finds it necessary to make such modifications or changes, he/she shall notify the affected employee(s) and SBPEA indicating the proposed change prior to its implementation. Any such modifications or changes may not be implemented until each affected employee has received a minimum notice of fourteen (14) calendar days, unless the employee(s) specifically consents to a lesser time period, or in the event of an emergency.~~

~~Upon request of SBPEA, the Court will meet and confer regarding the impact of any proposed modification.~~

San Bernardino Superior Court:

Service Employees International Union, Local 721

Felth Fleming

4/12/16

4/12/16

Date

Date

WR A-P
KN PN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

2-19-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal.

NEW ARTICLE- TRANSFERS

The Court recognizes that providing opportunities for employees to transfer creates a positive work environment. The Court is committed to supporting transfer requests for vacancies as a result of a promotion, resignation, termination or a newly funded position to the extent outlined in this section consistent with the Courts operational needs. All transfer requests will be considered in a manner that identifies the best candidate, consistent with the needs of the Court.

In order to be eligible for the transfer list, the employee must have no **formal** disciplinary action(s) within the last twelve (12) months from date of application, have completed his or her probationary period and must not have been transferred as a result of a request within the last twelve (12) months.

An eligible employee requesting a transfer shall submit a transfer request in NEOGOV. The Court shall maintain a transfer list of employees requesting a change of work location. The list will be kept in order by date of the employee's application. The transfer list will not expire therefore employees are responsible for requesting removal of their name off of the transfer list(s) if they are no longer interested in transferring otherwise the employee may be subject to being transferred. If an employee requests more than one location for transfer and is assigned to one of the desired locations, the employee will be removed from the transfer list. If an employee receives a disciplinary action while they are on the transfer list, the employee will be removed from the transfer list.

The Court shall consider employees on the transfer list prior to seeking outside candidates. The Court shall fill vacant positions from the transfer list prior to seeking candidates from the layoff list.

The Court and Union agree to meet six (6) months after ratification of the MOU to discuss the transfer process.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

2-19-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal.

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Keith Flemming
Keith Flemming - Chief Negotiator

Eloy Alvarez
Eloy Alvarez - Chief Negotiator

2/19/16
Date

2/19/16
Date
RA A.P.
Bargaining Committee

Date

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

March 10, 2016

ARTICLE 61. TEMPORARY ASSIGNMENT OF HIGHER DUTIES

ALL UNITS

Employees directed to continuously perform the duties of a ~~vacant~~ higher level position, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring a greater level of skill(s) may be granted additional compensation. ~~No award shall be made in any situation related to a vacation, short term illness or other temporary relief.~~ For the purpose of this Article, temporary is defined as ~~six~~ two (62) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

Eligibility Criteria: Employees will normally have regular status and not be in a probationary or trainee status; and there must be evidence of the employee's ability to competently perform the new assignment as determined by the Director of Human Resources or designee ~~and the employee shall be required to meet standards for satisfactory performance.~~ Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.

Assignment Criteria:

~~(a) For the purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (1) an unoccupied position due to attrition; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized by the Court Executive Committee. The Director of Human Resources or designee certifies that the employee is assigned and held responsible to fully perform all of the higher level duties without limitation as to difficulty or complexity of assignments or consequence of action. This provision shall not be used to circumvent the merit system of promotion and approval of such a request shall initiate the appropriate recruitment/selection process where applicable.~~

(b) Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operation/organizational changes. The specific, temporary duties must be identified in writing.

Compensation: Compensation shall be awarded in pay period increments.

~~eb)~~ Employees performing the duties of a ~~vacant~~ higher level regular ~~position classification~~ shall be entitled to a salary rate increase equal to the higher ~~level classification~~ for the time actually worked. The amount of ~~the salary rate~~ increase shall be ~~determined as if the assignment~~ equal to ~~had been~~ a promotion.

(d) Project compensation shall be in the form of a specified percentage of the employee's base pay. The Court Executive Officer or designee will determine the amount in increments of one (1) percent from a minimum of two and one-half percent (2 1/2%) up to a maximum of seven and one-half percent (7-1/2%). The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect the employee's step advancement in the base range pursuant to the Article on "Salary Rates and Step Advancements".

Requests for Temporary Performance Compensation may be ~~initiated~~ submitted in writing by the Manager or an employee ~~via to~~ the Court Executive Officer of designee. The Manager and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this article. ~~It is important to obtain Court Executive Officer review and approval of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved.~~ Temporary Performance Compensation is to be paid from the effective date of the assignment only with the Court Executive Officer's or designee' must give written approval of Temporary Performance Compensation. ~~assignment of the greater level of duties, and signed acceptance by the employee.~~

The provisions of this Article shall not be utilized to circumvent the provisions of or provide additional compensation over and above that which may be provided in the Article on "Classification". ~~The Articles "Temporary Performance of Higher Level Duties" and "Classification" are mutually exclusive concepts and as such there shall be no dual or multiple request and/or appeals, where the latter is applicable for a single situation.~~

San Bernardino Superior Court:

Service Employees International Union, Local 721

Felth Fleming
3/10/16
Date

[Signature]
3/10/16
Date
A.P.
PN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721
Counter-Proposal

Support Services and Official Court Reporters Bargaining Units

4-12-16

SEIU Local 721 reserves the right to add to, delete from or otherwise modify this proposal

ARTICLE 62.

TERM

ALL UNITS

- (a) The term of this Memorandum of Understanding shall commence at 12:01 a.m. ~~July~~ ~~December~~ 1, 201~~5~~², and this Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 a.m. (midnight) of ~~September~~ ~~June~~ 30, 201~~9~~⁵. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of ~~September~~ ~~June~~ 30, 201~~9~~⁵, the terms and conditions of this Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted, whichever occurs sooner.
- (a) The Court agrees to schedule discussions with ~~SBPEA~~ ~~SEIU~~ regarding budget-reduction strategies as alternatives to lay-offs, such as furloughs, cessation of step increases, wage reductions, modification of salary ranges, etc., prior to implementing any lay-offs.

TENTATIVE AGREEMENT

SAN BERNARDINO COUNTY SUPERIOR COURT

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Keith Flemming
Keith Flemming - Chief Negotiator

Eloy Alvarez
Eloy Alvarez - Chief Negotiator

4/12/16
Date

4/12/16
Date
KN PN

Bargaining Committee

Date

TENTATIVE AGREEMENT
Between
Superior Court of California, County of San Bernardino
And
Service Employees International Union, Local 721
December 10, 2015

Article 63. TUITION REIMBURSEMENT AND MEMBERSHIP DUES

Section 1. Preamble

In conjunction with ~~SBPEA~~SEIU, the Court has established for each representation unit a tuition reimbursement and membership dues procedure to encourage all employees to pursue educational opportunities and involvement in organizations to enhance their contribution as Court employees and assist in their career development. Both parties recognize the importance of continued quality improvement and strongly encourage the utilization of opportunities assisted by this Article. Tuition funding and reimbursement programs shall be administered by the Court's Financial Services.

No Unit member shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

If a license or certification is required for classification, the Court will ~~either make direct payments reimburse or make direct payments~~ upon request by the employee through the Court's Tuition Reimbursement Program.

Section 2.

Each fiscal year a maximum of six hundred dollars will be allowed for each employee in a regular position with at least twelve (12) months of Court Service. ~~The Court will establish separate funds on each July 1st and January 1st for use by employees in a regular position in the Support Services, and Official Court Reporter Units and Supervisory Units with at least twelve (12) months of Court service.~~ These funds will be administered by the Court's Financial Services, ~~and will be available for use on a first come, first served basis~~ for one hundred percent (100%) reimbursement of tuition and ~~community~~ college registration fees, conventions, seminars, and workshops for career development courses or to reimburse membership dues in professional organizations; provided such expenditure enhances the education, skills, qualifications, pertaining to the employee's classification or furtherance of Court goals and is ~~previously~~ approved by the Assistant Court Executive Officer or designee. ~~A maximum of one thousand dollars (\$1000.00) per fund period will be allowed for each employee receiving funds from the Court Reporter Unit.~~ A maximum of six hundred dollars (\$600.00) per fund period will be allowed for each employee receiving funds from the Support Services and Supervisory Court Reporter Units. ~~Any funds remaining at the end of the fund period shall be carried forward into the new fund period for each respective fund.~~

~~Effective July 1st and January 1st of each year of the contract, five thousand dollars (\$5000.00) will be set aside for each of the following units: Support Services, Official Court Reporter and Supervisory.~~

The Court will also reimburse Official Court Reporters for license fees and state-mandated continuing education units (CEU) in the amount of ~~one hundred and twenty five dollars (\$125.00) each fiscal year.~~

Section 3. Professional Unit

~~The Court agrees to budget six hundred dollars (\$600.00) each fiscal year, for each employee in a regular position budgeted more than forty (40) hours per pay period to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization (s); provided such expenditure enhances furtherance of Court or continuing education goals.~~

~~The Court agrees to reimburse employees for required certificates and the mandatory portion of State Bar dues.~~

~~Request for reimbursement must be approved in advance by the Court Executive Officer or designee and shall not be paid in increments less than ten dollars (\$10.00) per fiscal year. Employee initiated education or career development shall not be considered as time actually worked for purposes of computing overtime and normally shall not occur during regular work hours except that which has prior approval of the Court Executive Officer or designee.~~

San Bernardino Superior Court:

Service Employees International Union, Local 721

Kelvin Fleming

[Signature]

12/14/15
Date

12/14/15
Date

[List of initials]
S
A
K
A.P
P

**SIDE LETTER AGREEMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

The Superior Court of California and the Service Employees International Union, Local 721 concerning the employees in the Support Services Unit and Official Court Reporters Units have met and conferred in regarding Court Attendant Uniforms.

ARTICLE 64. UNIFORMS

The Court will provide five (5) shirts per employee in the classification of Court Systems Technician, Court Facilities and Records Clerk and Court Facility Worker. Shirts will be replaced annually or as needed.

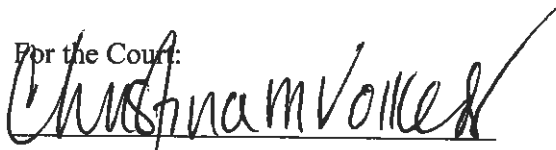
The Court will provide two (2) navy blazers with Court seals, eleven (11) pairs charcoal gray pants and eleven (11) white shirts to Court Attendants which will be replaced annually. The vendor will rent the uniforms to the Court and provide clean uniforms on a weekly basis at no out-of-pocket expense to the employee. Weekly pick-up/drop-off for dry cleaning will be at a designated location convenient to employees.

The Court will provide annually a sixty-five dollar (\$65.00) allowance for Court Attendants to be used to purchase professional black shoes.

This Agreement will take effect immediately after signing by the Parties authorized representatives.

DATED: 10/16/15

For the Court:



For the Union:



TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

November 17, 2015

ARTICLE 6566. USE OF BULLETIN BOARDS

ALL UNITS

The Court will furnish at least a three and one-half by two and one-half feet (3 1/2 x 2 1/2) -reasonable portion of existing bulletin board space for notices of SBPEA-SEIU. Only areas designated by the Court Executive Officer or designee may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- (a) Scheduled SBPEA-SEIU meetings, agenda and minutes.
- (b) Information on SBPEA-SEIU elections and the results.
- (c) Information regarding SBPEA-SEIU social, recreational, and related news bulletins.
- (d) Reports of official business of SBPEA-SEIU, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not involve the Court or its relations with Court employees. All notices to be posted must be dated and signed by an authorized representative of SBPEA-SEIU, with a copy to be submitted, delivered or faxed to the Director of Human Resources prior to posting. or-distribution.

Court equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by Court employees during their regular work time. In cases where SBPEA-SEIU represents more than one (1) authorized employee representation Unit at a work location, the space described above will become the bulletin board space for all employees represented by SBPEA-SEIU at that work location.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Keith Fleming

[Signature]

Date 11/17/15

Date 11/17/15
PN

[Signature]
[Signature]
[Signature]
A.P.

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

November 17, 2015

ARTICLE 67. VOLUNTARY TIME OFF

ALL UNITS

Voluntary Time Off (VTO) Program is intended to provide employees a means of taking unpaid time off work without losing benefits which depend on the employee being in a paid status. The following conditions apply:

(1) VTO may be taken in ~~the same~~ increments ~~as vacation time except that the increment is one (1) hour~~ fifteen (15) minutes and is limited to one hundred and twenty (120) hours per fiscal year.

(2) When VTO is taken, leave accruals continue as if the employees were on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee take the vacation time off during the first thirteen (13) pay periods of the following fiscal year. VTO time counts as time worked toward satisfying the required hours to receive the Benefit Plan.

(3) VTO does not count as hours worked for purposes of computing overtime. Benefits from the Retirement System Contribution Article will only be paid if the employee is in a paid status at least forty (40) hours in any pay period in which VTO is used.

(4) VTO may not be used for situations that would otherwise require Leave Without Pay, or in conjunction with Leave Without Pay. VTO may be used only by an employee who is otherwise on paid status.

(5) VTO is an entirely voluntary program. No employee may be required to take VTO.

VTO may be taken by request of the employee and upon approval of the Supervisor or Manager.

San Bernardino Superior Court:

Service Employees International Union, Local 721

KELTH Fleming

[Signature]

11/17/15
Date

11/17/15
Date

[Signatures]
A.P.
PN

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

November 17, 2015

ARTICLE 6869. WORK DISRUPTION

ALL UNITS

The parties agree that no work disruptions shall be caused or sanctioned by ~~SBPEA~~-SEIU during the term of this Agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of the Court, or any curtailment of work, disruption, or interference with the operations of the Court. The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs. The parties acknowledge that participation of any employee in any ~~-concerted-~~ work disruption against the Court is grounds for disciplinary action, including termination. The parties agree that no lockout of employees shall be instituted by the Court during the term of this Agreement, unless such work disruptions occur.

San Bernardino Superior Court:

Service Employees International Union, Local 721

Kelth Gehring

[Signature]

Date

11/17/15

Date

11/17/15

[Signature] KN
[Signature]
a.p.
PN.

TENTATIVE AGREEMENT

Between

Superior Court of California, County of San Bernardino

And

Service Employees International Union, Local 721

April 12, 2016

Article 70 PART TIME

COURT SUPPORT SERVICES

All ~~half-time~~part time positions ~~shall~~should first be offered to full-time employees with the exception of employees in job shares.

At the discretion of the Court an employee may be allowed to work at least part time~~half-time~~ in a regular position. Part time~~Half-time~~ employment is defined as an employee working in a regular position that is scheduled for any number of hour less than eight (80) ~~at least forty (40) hours~~ hours per pay period.

Part Time~~Half-time~~ employees shall receive pro rata benefits ~~with a minimum of forty (40) hours worked per pay period~~ under Article 10: Benefit Plan and Article 52: Retirement System Contributions. Employees will be eligible for pro-rata accruals according to the Memorandum of Understanding provisions based upon the number of hours worked and be eligible to participate in the Retirement System.

Seniority continues to be based on hours worked.

At such time when the Court determines there is a need for at least a part time~~half-time~~ position, the Court will develop a method for implementation of the part time~~half-time~~ positions and will agree to meet with SEIUSBPEA regarding such plan. The Court will meet and confer with SEIUSBPEA regarding the impact of any proposed modifications of current positions.

If a part time~~half-time~~ employee wishes to become a full-time employee, the employee shall submit a request to the Human Resources Director for full-time employment. When the Court determines the need for a full-time position, the employee shall be placed on the eligibility list for that position.

For the Court:

Ruth Fleming

4/12/16
Date

Service Employees International Union, Local 721

[Signature]

4/12/16
Date

KN A.P. PN

