

AGREEMENT

between

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

and

SUPERIOR COURT PROFESSIONAL EMPLOYEES ASSOCIATION

October 15, 2021 through September 30, 2025

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PREAMBLE

This Memorandum of Agreement, hereinafter referred to as the Agreement, is entered into by the Superior Court of California, County of Santa Clara, hereinafter referred to as the Court, and Superior Court Professional Employees Association, hereinafter referred to as SCPEA or the Union.

ARTICLE 1 - RECOGNITION

Section 1.1 – Recognition

The Court recognizes the Union as the exclusive bargaining representative for all employees in the bargaining unit consisting of all regular full-time and regular part-time employees, and limited term employees of the Court in the classifications listed in Attachment _____. The Unit excludes all supervisors, managers, executive managers, judges, commissioners, confidential employees, extra help employees, independent contractors, interns, externs and employees in the supervisory-administrative bargaining unit.

Section 1.2 – Definitions and Limitations

(a) Intern and Externs

Interns and externs are students placed with the Court through school programs for a fixed duration, typically a college term or semester, who receive school credit for experience with the Court for fulfilling school program requirements. Interns and externs are not used to fill bargaining unit positions.

(b) Extra Help

(1) Extra help employees are used by the Court to handle peak workload and other unusual situations, including but not limited to complex litigation, multiple actions consolidated in the Court, changes of venue heard by an outside judge sitting by designation, or where it is not possible for the Court to fill a temporarily vacant position due to an incumbent's leave of absence status. The Court will provide an extra help hours report to the Union every pay period. The report will include the name and classification of each incumbent whose leave of absence is being covered by extra help. The report will also include the purpose of each extra help position listed.

(2) In the event that an extra help employee reaches 1040 hours in any Fiscal Year, the extra help employee will be converted into a Limited Term Employee for the remainder of the Fiscal Year, and may only continue to work for the Court in any

assignment for a specified limited term, and will be subject to all rights and obligations applicable to Limited Term Employees as set forth in Section 1.4(c).

- (3) An individual who, commencing October 1, 2011 accumulates 2080 hours as extra help within two immediately adjacent Fiscal Years will subsequently be ineligible for hire as extra help, and will only be eligible to be hired as a Limited Term Employee or a regular employee.

- (c) Independent contractors and consultants include, but are not limited to, the following: attorneys not regularly employed by the Court as Legal Research Attorneys.

Section 1.3 – Designation of Confidential Employees

The Court may designate up to eight full-time equivalent employees as “confidential employees.” As provided in Section 1.1, confidential employees shall be excluded from representation by the Union under this Agreement.

Section 1.4 – Status of Employees

- (a) The rules and policies that govern all persons covered by this Agreement are described in this Agreement and the Court’s Personnel Rules.
- (b) Legal Research Attorneys will be appointed to one-year terms, renewable at the sole option of the Court.

If the Court intends to exercise its option not to renew for an additional term a Legal Research Attorney subject to one-year terms, the Court shall provide the Legal Research Attorney and SCPEA with written notice of its intention ninety days in advance of the termination date of the current one year term.

It is acknowledged that if the Court fails to give notice of its intention not to renew the term of a Legal Research Attorney subject to one-year terms ninety days before the end of the third full one year term, the Legal Research Attorney shall become a regular Staff Attorney, entitled to all rights and protections in the Agreement between the Court and the County Employee Management Association (CEMA).

The probationary period for all Legal Research Attorneys subject to one-year terms shall be nineteen pay periods, as provided in Section 7.2, beginning on the first day of the first one-year term.

- (c) Limited Term Employees

- (1) Definition. A Limited Term Employee is an individual who (1) does not have regular employment status; and (2) is being offered employment for a Limited Term. Limited Term Employees are members of the unit, and are covered by every term of this Agreement, except Article 9 (Seniority and Layoff) and Sections 7.2, 7.3, and 7.4 of Article 7 (Personnel Actions).

- (2) Terms of Employment. An offer of limited term employment shall be for a specific term, with a specified start date, end date and anticipated number of hours to be worked per pay period. The limited term employee will be notified as soon as possible of any change to the period of limited term employment. If a limited term employee is released prior to the specified end date in the offer, or as may be later modified, then the employee will be given no less than two week's notice, or will be given pay equivalent to one regular pay period's wages, subject to all withholding and deductions, within one week of the date of release.

ARTICLE 2 – NO DISCRIMINATION

Section 2.1 – Employment

Neither the Court nor the Union shall discriminate against any person (except as allowed by law) with regard to recruitment, selection, appointment, training, promotion, retention, discipline or other aspects of employment on the basis of race, age, sex (including pregnancy, childbirth, or related medical conditions), marital status, color, physical or mental disability, medical condition, creed, national origin, ancestry, religion, political opinions, sexual orientation, family care status, veteran status, or any other basis protected by law. Alleged violations of this Section 2.1 shall not be grievable.

Section 2.2 - Union Affiliation

Neither the Court nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee in exercising his/her union activity, organizational affiliation or free choice to participate in or join, or refuse to participate in or join, the Union.

ARTICLE 3 –MANAGEMENT RIGHTS

Section 3.1 – Retention of Managerial Prerogatives

- (a) Except as expressly modified or restricted by a specific provision of this Agreement or by the Personnel Rules as established under (b) below, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Court, including, but not limited to, the following the right to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to set the standards of productivity, and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to relocate the Court's operations or any part thereof (except that, if the Court decides to relocate operations or facilities covered by this Agreement, the Court agrees to give reasonable notice and, upon request, to meet and confer about the effects of such decision); to control and regulate the use of facilities, equipment, and other property of the Court; to introduce new or improved research, production, service, distribution, and maintenance methods, materials and equipment; to

determine the number, location and operation of departments, divisions, and all other units of the Court; to issue, amend and revise policies, rules, regulations, and practices, subject to the requirement to give reasonable advance notice of Personnel Rules as set forth in (b); and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Court and to direct the Court's employees. The Court's failure to exercise any right, prerogative, or function hereby reserved to it, or the Court's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Court's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

- (b) The parties recognize the authority of the Court to issue and revise Personnel Rules from time to time. The Personnel Rules of the Court shall be fully effective and enforceable except where inconsistent with any provisions of this Agreement, in which case this Agreement will control. The Union and the Chief Steward shall be given reasonable advance notice of new or revised Personnel Rules prior to implementation and, where such Rules affect the working conditions of employees covered by this Agreement, the Court will agree to meet and confer.

ARTICLE 4 - UNION SECURITY

Section 4.1 - Relationship Confirmation

The Court and the Union recognizes their obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the community. The Court and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

Section 4.2 – Exclusive Representative

- (a) SCPEA, as the employee organization recognized as the exclusive or majority bargaining representative for unit employees, has the exclusive privilege for union dues deduction for all employees covered by this Agreement.
- (b) SCPEA agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of SCPEA.
- (c) **Voluntary Dues Payments**
 - (1) Upon certification to the Court by SCPEA in writing, the Court will deduct the appropriate amount for payment of dues or other SCPEA-sponsored program from the employee's pay as established and as may be changed from time to time by SCPEA, and remit such amounts to SCPEA.
 - (2) SCPEA shall also certify in writing to the Court that it has and will maintain individual employees' signed authorizations for such deductions.

- (3) SCPEA shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.
- (4) Any initiation or change in such authorized deductions must be timely noticed by SCPEA in writing to the Court.
- (5) Compliance with Law - SCPEA represents that the collection, administration and use of dues payments shall be in conformance with the law.
- (6) Payroll Deductions - The Court will make its reasonable and customary efforts to ensure that the entity processing Court payroll promptly remits to SCPEA all monies deducted, accompanied by a list of employees for whom such deductions have been made.
- (d) Suspension of Obligation and Reinstatement - The duty to pay dues shall not apply during periods that an employee is separated from the unit including transfer out of the unit, layoff, and leave whether paid or unpaid of one pay period or more. Upon the reinstatement of any unit member from such separation, or upon the recall of a unit member from layoff status, the payroll administrator for the Court will resume or initiate payroll deductions for SCPEA dues, for that unit member in accordance with this Article.
- (e) No Fault - SCPEA agrees to indemnify, defend, and hold the Court and the County, as the agent of the Court, harmless from any and all claims, demands, suits, or any other actions arising from the provisions of this Article.
- (f) Report of Transactions - The Court shall supply SCPEA with a report of current information pertaining to the following transactions for employees in the bargaining unit: new hire, rehire, provisional appointment, reinstatement, promotion, change of title, voluntary demotion, disciplinary demotion, return to former class, transfer, suspension, temporary or indefinite military leave, injury or illness leave, other leave, return from leave, return from military leave, miscellaneous, resignation, resignation by a probationary employee, release of a probationary employee, layoff, retirement, release of a provisional employee, miscellaneous release, dismissal, death.

Section 4.3 - Union Notices and Activities

(a) Bulletin Board

The Court shall provide the Union with adequate and accessible space on bulletin boards for Union communications in all Court facilities where bargaining unit employees are located.

(b) Distribution of Union Communications

The Union may distribute communications to bargaining unit employees through the Court's internal mail system, by electronic mail or by facsimile to conduct official Union business. Bargaining unit employees may also use the Court's communication system to communicate with the Union regarding official Union business. Union Stewards and members may distribute Union communications during unpaid hours and rest periods only and must do so in a manner that does not interfere with the business of the Court. Literature distributed by the Union office shall be forwarded to the Chief Executive Officer or his/her designee simultaneously.

(c) Access by Union Representatives

Representatives of the Union shall provide advance notice to the Chief Executive Officer or his/her designee directly or through the Steward before entering work areas of any facilities of the Court. Such persons shall be allowed reasonable contact with employees, provided it does not interfere with the work of the employees or of the Court. Representatives of the Union will be escorted through secured areas by the Steward or a member. Solicitation for Union membership or other Union organizing activities shall not be conducted during work time. For this purpose, rest periods are not considered work time.

(d) Use of Facilities

Court buildings and other facilities shall be made available for use by the Union or its representatives with the prior approval of the Chief Executive Officer or his/her designee.

Section 4.4 - Names and Addresses of Covered Employees

The Union will be supplied with a biweekly data processing run of the names, addresses and classifications of all employees within the bargaining unit. This list shall be supplied without cost to the Union. The Union will not receive the addresses of those employees who request in writing that such information be withheld. Copies of such requests shall be forwarded to the Union.

Section 4.5 - Notification of Union Coverage

The Court shall notify all persons at the time of hire into the bargaining unit covered by this Agreement that the Union is the recognized bargaining representative for the employees and shall present each person with a copy of this Agreement.

Section 4.6 - New Employee Orientation

A unit member selected by SCPEA shall be permitted to attend the orientation, make a presentation of up to twenty minutes in length during new employee orientation, and distribute a packet of information about the benefits and responsibilities of union membership. A unit member shall be granted sufficient release time for this purpose.

ARTICLE 5 - UNION STEWARDS AND NEGOTIATING COMMITTEE

Section 5.1 - Notification of Official Representative and Stewards

The Union agrees to notify the Court of the elected leadership for the bargaining unit, as well as the names of its Stewards, Chief Steward, and Assistant Chief Steward, and to provide updates whenever there are changes. There shall be no more than twenty (20) Stewards for this bargaining unit at any one time, which shall include one Chief Steward and one Assistant Chief Steward. The Court will notify the Union of the appropriate Court personnel in each facility to be contacted by the Steward in carrying out his or her duties as Steward.

Section 5.2 - Release Time

The Court agrees to provide reasonable release time for:

- (a) A meeting with an employee at the work site of either the Steward or the employee to discuss a grievance or an appeal.
- (b) A meeting with management to discuss a pending grievance.
- (c) Attendance at meetings and hearings regarding discipline.
- (d) Other mutually-agreed meetings with management.
- (e) Monthly Steward Council meetings scheduled during the Stewards' lunch break.

Scheduling of the above meetings is subject to advance approval of the Chief Executive Officer or his/her designee. However, for monthly Steward Council meetings, no advance approval is required as long as the steward notifies his/her supervisor in writing of the time and place of the monthly meeting, at least two business days in advance. Meetings, whether between Stewards and employees or between Stewards and management, shall not disrupt or interfere with the functions of the Court. The Union agrees, insofar as possible, to notify the Court at least 24 hours in advance of the request for release time of the names of the Steward(s) to be released. The Court agrees to arrange for release time with the appropriate supervisor(s). Release time arrangements shall include a reasonable amount of travel time, considering traffic and parking challenges. Neither the Steward nor the employee shall suffer any loss in pay or benefits nor shall they be entitled to any overtime accrual or pay as a result of attending such meetings.

Section 5.3 - Chief Steward and Assistant Chief Steward

- (a) The Chief Steward or Assistant Chief Steward, if the Chief Steward is unavailable, shall be entitled to release time to replace a Steward when the Steward is not available, or if there is no Steward in accordance with Section 5.1.
- (b) The Chief Steward or Assistant Chief Steward, if the Chief Steward is unavailable, shall be entitled to attend arbitration hearings and disciplinary hearings and shall not suffer any loss of pay or benefits nor be entitled to any overtime accrual or pay as a result of attendance at such hearings.

Section 5.4 - Number for Release

The parties agree that release time shall not be granted to more than three Stewards and/or members to attend any single meeting, unless a greater number is mutually agreed to. Notwithstanding the foregoing, the Court agrees to grant release time for six (6) Stewards and/or unit members to attend periodic labor/management meetings, and for (6) six unit members to attend meet and confer sessions.

Section 5.5 - Negotiating Committee

There shall be six employees in addition to the SCPEA negotiator(s) on the Union's negotiating committee. Negotiating committee members shall be released from their work assignments to attend the negotiation sessions with no loss in pay or benefits, including reasonable release time for preparation on the same days negotiation sessions are held, but in no instance shall they accrue or be paid overtime as a result of attendance at the negotiation sessions.

Section 5.6 – Labor Management Committee

The Labor Management Committee (LMC) shall be established to work collaboratively to resolve disputes, and discuss issues of operations, employee morale, and safety-related matters. The goal is to resolve problems before they become the subject of a grievance or other dispute-resolution mechanism. Up to six SCPEA representatives shall be provided release time for the meetings, as defined above in Section 5.4. The LMC shall meet four times per year upon the request of either party, or more often by mutual agreement. A list of proposed agenda items will be exchanged at least one week prior to any meeting. The Committee may make advisory recommendations to the Court or SCPEA for consideration.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

Section 6.1 - No Strikes or Lockouts

During the term of this Agreement, the Union, its officers, agents, representatives, stewards and members, and all other employees shall not, in any way, directly or indirectly, engage in any strike, sympathy strike, slowdown, work stoppage, picketing, or any other interference with or interruption of work at any of the Court's operations. The Court agrees that it will not lock out employees.

Section 6.2 - Crossing Sanctioned Picket Lines

If an employee covered by this Agreement is expected to cross a picket line set up due to a labor dispute sanctioned by the Central Labor Council, and if crossing that picket line is in conflict with the employee's conscience, the Chief Executive Officer or his/her designee will meet with the Union, if requested, within twenty-four hours to attempt to reassign the employee in a manner which retains Court services and does not result in disciplinary action against the employee.

ARTICLE 7 - PERSONNEL ACTIONS

Section 7.1 - Personnel Files

(a) Maintenance of Files

The Court shall maintain a personnel file for each employee. Employees shall have the right to review their personnel files at reasonable times and intervals, or to authorize review by their representative at reasonable times and intervals. No adverse material may be placed into an employee's personnel file without a copy also being furnished to the employee at the same time. No written counseling or documentation of oral counseling shall be placed in a personnel file unless they are exhibits attached to an Unfavorable Report or are exhibits attached to a suspension, demotion or termination which has been affirmed by the Chief Executive Officer pursuant to Section 7.4 (e). A written counseling or documentation of an oral counseling may be held in a supervisor's working file for no more than 1 year with a copy given to the employee at the time of placement.

(b) Additional Material

Employees shall have the right to respond in writing to adverse material placed in their personnel files and to have their written response placed in the file. In addition, employees may place in their personnel files a reasonable amount of correspondence originating from other sources that is directly related to their job performance.

(c) Length of Time in File

Reports of unfavorable performance or conduct shall be removed from an employee's personnel file after two years, provided no additional reports have been issued during that period. Reports involving dishonesty, harassment, discrimination, retaliation, threatening or violent behavior, or a criminal act shall not be removed from the file.

Materials relating to suspensions that have become final will be removed from an employee's personnel file after five years, provided no other suspensions have occurred during the five-year period. Suspensions for dishonesty, harassment, discrimination, retaliation, threatening or violent behavior, or a criminal act shall not be removed from the file. Materials relating to disciplinary actions recommended but not taken, or disciplinary actions overturned at any step or on appeal, shall be removed from the file immediately.

Reports of unfavorable performance or conduct and materials relating to suspensions may be removed from an employee's personnel file sooner than provided in this section by agreement of the Court and the employee.

Section 7.2 - Probationary Period for New Hires

Each new employee shall serve a probationary period of nineteen complete pay periods. An unpaid leave of absence shall not be credited toward completion of the employee's probationary period.

Probationary employees do not have the right to the disciplinary action procedures contained in Section 7.4 or to grieve disciplinary actions under Article 8 of this Agreement.

Section 7.3 - Probationary Period for Promoted Employees

Employees promoted into a new position shall serve a probationary period of thirteen complete pay periods. Before the end of the probationary period, the employee will be evaluated and will either remain in the new position or be returned to his or her previous position and rate of pay. If the employee is returned to his or her former position, the employee will receive seniority credit in the former position for all time spent in the promoted position.

Section 7.4 - Discipline

Discipline is intended to correct conduct and work performance to meet the expectations of the position and the workplace. Discipline is intended to be applied in a progressive manner. Nothing in this section shall impair the right of the Court to impose more severe discipline without prior lower levels of discipline when the circumstances warrant such action.

(a) Counseling (Level 1)

If an employee's work performance or conduct is unsatisfactory or needs improvement, the employee's immediate supervisor ordinarily shall provide oral or written counseling. Verbal coaching or other conversations in the course of work performance are not disciplinary in nature and do not constitute a verbal counseling. Counseling should be conducted in private and should address work performance or conduct of the employee which, if not corrected, may result in further disciplinary action. During the counseling, the employee shall have the right to have a SCPEA representative present. When appropriate, an employee should be counseled about his or her work performance or conduct, which, if reduced to writing, shall include specific suggestions for corrective action before receiving other disciplinary action. When appropriate, a supervisor may issue to the employee a performance improvement plan to address the employee's work performance; if an employee does not show improvement, the employee may be subject to disciplinary action.

(b) Unfavorable Performance or Conduct Report (Level 2)

If an employee's work performance or conduct fails to improve after counseling by the employee's supervisor, the supervisor ordinarily will prepare a report of the unfavorable performance or conduct, including specific suggestions for corrective action, if appropriate. This report shall be placed in the employee's personnel file and a copy of the report shall be given to the employee with a copy provided to SCPEA and SCPEA's President. All employees shall have the right to attach a written response to the report for inclusion in the employee's personnel file. No such report shall be issued unless made and presented within fifteen working days of management's knowledge of the incident or occurrence.

(c) Suspension (Level 3)

The Court may impose unpaid suspension of duration not to exceed thirty (30) working days. For purposes of this Article, a suspension may be imposed by means of a pay

reduction of equivalent effect, in lieu of unpaid days off. The period over which the wage reduction will occur will be agreed upon among the Court, SCPEA, and the individual involved.

(d) Demotion or Termination (Level 4)

Further levels of Discipline may involve demotion and/or termination; however demotion is not required to be imposed before termination.

(e) Notice of Disciplinary Action: Suspension, Demotion, Termination

Notice of disciplinary action, except for counseling or an unfavorable performance or conduct report, must be served on the employee in person or by email. This notice shall be included in the employee's personnel file and a copy shall be delivered to SCPEA in person or by email at the address designated in Article 20 with a copy to the SCPEA President. The notice shall include:

- (1) A statement of the nature of the disciplinary action, such as suspension, demotion, or termination;
- (2) The effective date of the action;
- (3) A statement of the reason(s) for disciplinary action;
- (4) A statement in ordinary and concise language of the act or omissions upon which the causes are based; and
- (5) A statement advising the employee of the right to appeal such discipline, with or without the consent of SCPEA, and the right to representation by SCPEA during such appeal.

(f) Chief Executive Officer Review (Skelly v. State Personnel Board)

In cases involving suspension, demotion, or termination, the Chief Executive Officer shall designate a review officer to conduct an administrative review regarding the discipline to be imposed, pursuant to Skelly v. State Personnel Board. The administrative review will take place within thirty (30) calendar days of the Notice of Disciplinary Action. Probationary new hires shall not be entitled to an administrative review regarding the imposition of discipline. The employee may elect to have union representation when providing the review officer with responses to the Notice of Disciplinary Action. After the administrative review, the Chief Executive Officer may either affirm or modify the disciplinary action. Notice of the final determination as a result of the Chief Executive Officer review shall be delivered to the employee in person or by email, with a copy delivered or emailed to SCPEA and the ~~Chief Steward~~ SCPEA President.

(g) Appeal of Disciplinary Action

If the employee is not satisfied with the written decision of the Chief Executive Officer in a disciplinary action involving a suspension, demotion or termination, the employee or SCPEA may appeal the written decision to an impartial arbitrator, with or without the consent of SCPEA. The employee must file the appeal within fifteen (15) working days of the date of the Chief Executive Officer's written decision. The arbitration shall be conducted in accordance with the procedures of Section 8.6.

Section 7.5 Anonymous Complaints/Comments

No anonymous complaints/comments may be used in any adverse action against an employee. Complaints/comments that are signed or identified may be used for individual/group training or employee evaluations, or as a basis for disciplinary action.

Section 7.6 Paid Leave Pending Investigation

Where circumstances warrant, an employee may be placed on paid leave pending investigation by the Court without prior counseling or an unfavorable performance or conduct report and without a prior hearing. In such event, the Court may thereafter issue a Notice of Disciplinary Action as set forth in Section 7.4(e) and the employee shall be entitled to review of that discipline as provided in Section 7.4(f) and 7.4(g).

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 - Statement of Purpose

The Court and the Union recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances by employees and the Union. In presenting a grievance, the aggrieved is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Section 8.2 - Grievance Defined

- (a) A "grievance" is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Agreement, or an alleged violation, misinterpretation or misapplication of the provisions of the Court's Personnel Rules (including the Code of Ethics) resulting in disciplinary action or any other adverse consequences to an affected employee or employees. Matters excluded under Section 8.2(b) shall not be subject to the grievance provisions of this Article. Either the affected employee or the Union may file a grievance under this Article.
- (b) Matters Specifically Excluded from Consideration under the Grievance Procedure

The following matters shall not be subject to the grievance procedures of this Article:

- (1) Performance evaluations, oral and written counseling, and unfavorable reports;

- (2) Release of probationary employees, including the non-renewal of the term of a Legal Research Attorney subject to renewable terms;
- (3) Position classification;
- (4) Workload/caseload;
- (5) Items requiring capital expenditures;
- (6) Items within the scope of representation that are subject to the meet and confer process;
- (7) Items excluded by California Rule of Court 10.654 and as revised; and
- (8) The appropriateness of the Personnel Rules of the Court (including the Code of Ethics).

Section 8.3 - Grievance Presentation

- (a) Employees shall have the right to present their own grievances. Grievances may also be presented by the Union. No settlement of a grievance shall violate an existing rule, memorandum of understanding, or this Agreement, nor shall any settlement of a grievance affect the rights or conditions of employment of any other employee represented by the Union without notification to and consultation with the Union.
- (b) The Union and the Chief Steward shall receive copies of grievances and responses. No grievance may proceed to arbitration without the written concurrence of the Union.
- (c) Grievances shall comply with all of the requirements of this Article. The Court shall not be required to reconsider a grievance previously settled with an employee if renewed by the Union, unless it is alleged that the settlement violates an existing rule, memorandum of understanding, or this Agreement.

Section 8.4 - Informal Resolution of Grievance

The employee shall discuss any potential grievance with his or her immediate supervisor within fifteen days after the occurrence or discovery of the alleged grievance to attempt to resolve the matter without the need for a formal grievance. The supervisor shall give his or her decision to the employee in writing within fifteen working days after their discussion. Any informal resolution of a grievance at this step must be in accordance with the provisions of this Agreement and shall not set precedent.

Section 8.5 - Formal Grievance

- (a) If the employee is not satisfied with the response from his or her supervisor, the employee or the Union may present a formal grievance in writing to the Chief Executive Officer or his/her designee within fifteen working days of the date of the written response. If the employee has not received a response from his or her supervisor within the fifteen working

day limit provided in Section 8.4, a formal grievance may be presented within fifteen working days of the expiration of that period.

- (b) The grievance form shall contain information identifying:
 - (1) The aggrieved;
 - (2) The specific nature of the grievance;
 - (3) The time and place of its occurrence;
 - (4) The provision(s) of this Agreement or Personnel Rule alleged to have been violated, improperly interpreted, applied or misapplied;
 - (5) The consideration given or steps taken to secure an informal resolution; and
 - (6) The corrective action desired.
- (c) The Chief Executive Officer or his/her designee shall, within twenty working days, investigate the matter and convey a decision to the aggrieved in writing, with copies to the Union and the Chief Steward.
- (d) If the employee is not satisfied with the written decision, or if the employee has not received a response within the twenty working day limit set forth in subsection (c), the Union may request that the grievance be referred to an impartial arbitrator. The request for arbitration shall be directed in writing to the Chief Executive Officer and must be made within fifteen working days of receipt by the Union of the Chief Executive Officer's decision or the expiration of the twenty-day period, whichever is sooner. A pre-arbitration meeting shall be held at the request of either party, at which the grievant may be accompanied by his or her Steward and/or the Chief Steward.
- (e) If no request for arbitration is made within the foregoing time periods, the decision of the Chief Executive Officer shall be final and binding. If the Chief Executive Officer fails to respond in writing and the Union fails to timely request arbitration of the grievance, the decision of the employee's supervisor shall be final and binding. In either case, a failure to timely request arbitration shall be deemed a waiver of the right to arbitration.

Section 8.6 – Arbitration

No grievance, except for an appeal from a decision of the Chief Executive Officer regarding termination, suspension or demotion, shall be arbitrated without the written concurrence of the Union. If the employee proceeds without the Union, the Union reserves the right to appear and will receive notification from the Court within ten days of the matter being heard. If the Union does not appear, no settlement or decision would set precedence on the Union or any member of the bargaining unit. Within forty-five calendar days of the receipt of the request for arbitration, the Court and the Union shall select an arbitrator. The arbitrator shall be selected by mutual agreement or by striking from the panel of arbitrators set forth below. The arbitrator shall be a

member of the National Academy of Arbitrators, and must have experience in labor-management and employment matters. The decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator (including transcription fees) shall be borne equally by the Union (or the Employee proceeding without the Union) and the Court; and each party shall bear its own arbitration expenses.

For the term of this Agreement, the Court and the Union have agreed to the following panel:

Barry Winograd
Alexander Cohn
Katherine Thomson
Carol Vendrillo
Monica Colandres

ARTICLE 9 - SENIORITY AND LAYOFF

Section 9.1 - Seniority Defined

For purposes of layoff, seniority shall be defined as date of hire with the Court, in accordance with Section 9.2, as well as time served with the former Santa Clara County Municipal Court and the County Clerk's Office in accordance with Section 9.6;. The employee who has the most recent date of hire,, inclusive of any regular employment with the former Santa Clara County Municipal Court and the County Clerk's office , shall be laid off first. Ties shall be broken by all hours accrued with the Court (including the former Santa Clara County Municipal Court, the Santa Clara County Superior Court, and the County Clerk's Office).

Section 9.2 - Effect of Leaves of Absence on Seniority Rights

Employees shall not accrue additional days of service, and date of hire within a class shall be adjusted for an unpaid leave of absence of a duration longer than one full pay period, except for time spent on FMLA, medical leave without pay approved by the Chief Executive Officer, pregnancy disability leave, workers' compensation leave, leave to work for the Union, and military leave.

Section 9.3 - Determination of Layoffs

In the event of a layoff, the Court shall notify the Union in writing no less than thirty working days prior to the effective date of the layoff. The Court shall determine the timing of layoffs, the number of employees to be laid off, and in which job classification(s) layoffs will occur.

Section 9.4 - Notice of Layoff

Employees shall be given written notice of layoff at least twenty working days before the effective date of the layoff.

Section 9.5 - Order of Layoff

When one or more employees in the same job classification are to be laid off, the order of layoff shall be as follows:

- (a) Extra help;
- (b) Limited Term Employees;
- (c) Probationary employees;
- (d) Non-probationary employees (Regular employees) based on seniority as described in Section 9.1.

Section 9.6 - Reclassifications/Title Changes

No one shall lose seniority as a result of a reclassification, title change or merging of classifications.

Section 9.7 - Claiming Vacancies

Approximately halfway through the notice period, employees with layoff notices shall be offered, in seniority order, all vacancies in any Court classification in which they held permanent status.

Section 9.8 – Inplacement

In the event of layoff(s), the Court and the Union will attempt to identify transfers, promotions and demotions available on a voluntary basis, prior to displacement, to individuals who have received lay-off notices.

Section 9.9 – Displacement

If no vacancies are available in the Court, or the employee and management cannot arrange an in placement position, a regular employee who is laid off from a classification and who has previous regular service in a lower or equal classification shall have the right to bump an employee with less seniority in that lower or equal class. As set forth in Section 9.1, date of hire and time served in higher classifications in a regular capacity shall be added to an employee's seniority calculation for the affected class. The employee who has been employed the least amount of time in the affected class, inclusive of any regular employment in any higher classifications, shall be laid off first. The person displaced will then have rights under this Article.

Section 9.10 - Seniority Carry-Over

Accrued service in the higher classification will be applied to the lower classification for purposes of Sections 9.7 and 9.9.

Section 9.11 – Recall

If the Court determines to fill a vacancy for a job classification from which employees have been laid off during the preceding twenty-four (24) months, the Court will fill the vacancy by recalling employees laid off from that position in reverse order of layoff. The Court will forward a notice of recall to the employee's last known address, with a copy sent to the Union, which together satisfies the Court's notice obligation under this Section. The employee must, within fifteen (15) working days of such notice, notify the Court of his or her intent to return to work on the date specified in the recall notice and thereafter return to work on that date. An employee recalled to work shall have all rights acquired prior to layoff restored. An employee will forfeit all recall rights by refusing to accept an offer of reemployment within the same classification of an equal number of hours per week.

Section 9.12 - Extra Help/Temporary Work/Limited Term

No extra help or limited term employees will be retained in a job classification where there are employees on a reemployment list for the same position, unless the employees on the reemployment list refuse the extra help or limited term work or do not possess the necessary specialized skills for the position.

Section 9.13 - Temporary Work for Laid-Off Employees

Laid off employees who elect to be available for temporary work shall be given preference for temporary work in the classification from which they were laid off or any other vacant position for which they qualify. The election to be available for temporary work may be made at the time of layoff, or in writing at any time. Laid off employees may decline to be available for temporary work and may decline such work itself without affecting any rights under this Article.

ARTICLE 10 - PAY PRACTICES

Section 10.1 – Salaries

Effective the first pay period following ratification, all SCPEA unit members shall receive a 3.0% (three percent) increase in salary.

Effective the first pay period following ratification, the Custodian and Utility Worker classifications shall receive an additional 3.0% (three percent) increase in salary

Effective the first pay period that includes October 1, 2022, all SCPEA unit members shall receive a 3.0% (three percent) increase in salary.

Effective the first pay period that includes October 1, 2023, all SCPEA unit members shall receive a 3.0% (three percent) increase in salary.

Effective the first pay period that includes October 1, 2024, all SCPEA unit members shall receive a 3.0% (three percent) increase in salary.

One-Time Payment

Effective the first full pay period following ratification, each bargaining unit member shall receive a one-time payment in the gross amount of \$1,900 (one thousand nine hundred dollars). Bargaining unit employees in part-time positions shall receive a pro-rated one-time payment equivalent to the percentage of a full-time position they hold. If the state or federal government provides one-time monies to the Court for distribution to Court employees in recognition of their service during the COVID-19 pandemic, nothing in this provision will be construed to prevent bargaining unit members from also receiving any such funds.

The salary schedule in Appendix A shall be updated as necessary, consistent with increases that go into effect pursuant to the provisions above.

Section 10.2 - Basic Pay Plan

The Basic Pay Plan consists of the salary ranges and the assignment of classes to such ranges as provided in the appendices. Each employee shall be paid within the range for his or her class according to the following provisions, unless otherwise provided in the appendices.

(a) Step A “Probationary Step”

The “A” step in each range is the minimum rate and shall normally be the hiring rate for the class. An employee hired at Step A shall remain in this step until successful completion of nineteen complete pay periods, the Probationary Period for New Hires under Section 7.2. In cases where it is difficult to secure qualified personnel or an unusually qualified person is engaged, the Court and the Union may agree that the individual be appointed at a higher step. In the absence of such an agreement, the Chief Executive Officer may approve appointment at a higher step under the difficult-to-secure-qualified-personnel provision, and in such case, the Court will move employees in the same class to the same salary step as the new employee. The Court will provide the Union with a monthly listing of positions by class and department hired above the first salary step.

(b) Step One

Employees shall advance to Step One after successful completion of the probationary period at Step A.

(c) Step Two

Employees shall advance to Step Two after the accumulation of twelve months of competent service at Step One.

(d) Step Three

Employees shall advance to Step Three after the accumulation of twelve months of competent service at Step Two.

(e) Step Four

Employees shall advance to Step Four after the accumulation of twelve months of competent service at Step Three.

(f) Step Five

Employees shall advance to Step Five after the accumulation of twelve months of competent service at Step Four.

(g) Time for Salary Adjustment

Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.

Section 10.3 - Effect of Promotion, Demotion or Transfer on Salaries

(a) Promotion

Upon promotion, an employee's salary will be increased to the range in effect for the new position. The employee's step within the new range will be established by the Chief Executive Officer or his/her designee. All increases in promotions shall be at least 10% unless that amount exceeds Step Five of the new range.

(b) Demotion

Notwithstanding the provisions of Section 10.2, upon demotion of a non-probationary employee, that employee's salary shall be adjusted to the highest step in the new class that does not exceed the salary received in the former class.

(c) Voluntary Demotion

In the event of a voluntary demotion required by a work-related illness or injury and a resulting disability, the employee's salary shall be placed at the step in the range that corresponds most closely to the salary received by the employee at the time of injury. In the event that such a voluntary demotion would result in a salary loss of more than ten percent, the employee's new salary shall be set at the rate closest to, but not more than, ten percent below the employee's salary at the time of injury.

(d) Transfer

Upon transfer to a classification in the same pay range, an employee's salary shall remain unchanged.

(e) No Loss of Time-in-Step

Notwithstanding the provisions of Section 10.2, no salary adjustment upon promotion, demotion or transfer shall effect a loss of time acquired in the former salary step, and time acquired in the former salary step shall be included in computing the accumulation of the required months of service to be eligible for further salary increases.

(f) Seniority Rights

Parental leaves of more than thirteen pay periods, leaves of absence of more than two pay periods, and suspensions shall not be counted as time spent in a salary step for purposes of computing the eligibility of an employee for further salary increases. All time spent on industrial injury leave shall be counted.

Section 10.4 - Part-Time Work

(a) Salary Ranges

The salary ranges provided in the attached appendices are for full-time service in full-time positions, and are expressed in dollars per number of working days in a biweekly pay period. If a position is established on a less-than-full-time basis, the compensation for such position shall be adjusted accordingly.

(b) Benefits

Employees in positions at half-time or greater shall receive all the benefits of this Agreement, except as provided below:

- (1) Part-time employees may elect to be covered by either the Court's health care package (medical, dental, vision and life insurance) or medical coverage only, and shall authorize a payroll deduction for the appropriate prorated amount.
- (2) Employees may withdraw from the insurance plans at any time. Employees may enroll in the insurance plans upon becoming a part-time employee, changing the number of part-time hours worked, becoming a full-time employee, or annually during the open enrollment period.
- (3) Any employee who becomes a part-time employee as a result of being laid off from a full-time position will continue to receive benefits on a full-time basis, until such time as the employee is offered a full-time position in his or her current classification or higher.
- (4) Part-time employees who pay for medical benefit coverage will be reimbursed on a monthly basis for additional prorated premiums consistent with any hours worked above their coded status the previous month.

Section 10.5 - Bilingual Pay Differential

The Chief Executive Officer or his/her designee may approve differential payments of one hundred fifty dollars (\$150) per month to employees who have been determined to be qualified for positions requiring bilingual speaking and/or writing ability. Bilingual skill payments will be made when:

- (a) Public contact requires continually eliciting and explaining information in a language other than English or in sign language (ASL or SEE); or
- (b) Translation of written material in another language is a continuous assignment.

The Court shall review positions covered by this Agreement at least annually to determine the number and location of positions to be designated as requiring bilingual abilities. Differential payments for a particular position may be discontinued if the criteria above are not met for two consecutive pay periods.

Section 10.6 - CJIC Operations – Criminal Information Specialist

Training for Criminal Information Specialists

- (1) New incumbents will be offered appropriate on-the-job training in all facets of CJIC operation necessary.
- (2) They will be offered the opportunity to take the necessary examination no later than four months after their appointment, but may be examined earlier if the supervisor and employee believe the employee is ready. The employee and the supervisor may mutually agree to delay the examination.
- (3) The examination will be administered by Court facility Court Manager, or his/her designee and shall consist of a written and/or skills test.
- (4) Employees who fail the examination will be offered the opportunity to take a reexamination within thirty days, and if necessary, thirty days thereafter, for a period of up to six months following the initial appointment.
- (5) Employees who do not successfully pass the examination within six months of their appointment will be returned to their former classification if appointment had been as the result of internal promotion. If appointment was made from outside the Court, an employee who does not successfully pass the examination will be released.
- (6) If an employee is returned to the former classification, the employee may select the facility to which he/she will be transferred, when there is a vacancy in that classification.

Section 10.7 - Lead Differential

Except those employees who, as of July 1, 2010 hold a permanent lead position, employees will be appointed by the Court to work as temporary leads, based on the needs of the Court, for a one-year period per appointment. Lead positions are intended to be rotated to encourage professional

development. Employees appointed by the Court to work as leads shall receive differential pay of seven and one-half percent (7.5%), based on the employee's salary range and step, for performing lead functions.

Lead functions, whether part of the employee's job description or paid for through the lead differential, shall include but not be limited to the following:

- (a) Assigns, distributes and adjusts short-term workloads;
- (b) Resolves work-related problems within guidelines set by supervisors;
- (c) Keeps apprised of the progress of the work;
- (d) Answers procedural and work-related questions;
- (e) Assists the supervisor in reviewing the work;
- (f) May train new employees by providing a general orientation to the office, instruction on specific tasks, and review of task performance;
- (g) May assist the supervisor by providing advisory input when applicants are interviewed.

Section 10.8 - Evening Shift Differential

The Court will pay a differential to all employees assigned to work the evening shift of \$2.50 per hour for each hour worked if at least four hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 p.m. Employees in part-time positions (twenty hours or less in a workweek) will receive this differential if at least two hours of an assigned schedule of contiguous hours meet this guideline (*i.e.*, if at least two hours are worked after 5 p.m.).

The evening shift differential shall not be used when computing payments at the time of termination, and shall only be paid for hours actually worked. Employees whose shifts are temporarily changed, whether voluntarily or at the discretion of the Court, will receive the evening shift differential only for hours actually worked.

Section 10.9 - Stenography Differential

The Court will pay a differential of five percent (5%) for employees in the Assistant Judicial Secretary position and other designated positions requiring the use of stenography. Inherent in the definition of stenography is transcription and the ability to take notes in shorthand. This section shall only apply to employees receiving the Stenography Differential on or before May 31, 2016.

Section 10.10 – Training Differential

A differential of seven percent (7%) will be paid to an employee assigned to train another employee, in accordance with criteria contained within the Personnel Rules. This differential will be paid only for the time actually spent performing training duties and will not be assigned for less than two hours.

Section 10.11 - Work Out-of-Classification

- (a) An employee temporarily assigned to work out-of-classification to cover vacant regular codes or the absences of other employees will receive pay consistent with the promotional pay procedure in Section 10.3 of this Agreement, commencing on the first such working day and will not be assigned for less than two hours. No employee will receive pay for work out-of-classification unless the assignment to work out-of-classification has been approved in advance by the employee's supervisor. An employee temporarily assigned to work out-of-classification shall receive such pay for: (1) holidays when the employee is assigned work out-of-classification the day before and after the holiday; and (2) during sick leave absences when the employee is assigned work out-of-classification and while absent is not relieved by the incumbent or by another employee assigned to work out-of-classification in the same position.

- (e b) A vacant position may be filled by work out of class for no more than twenty-six (26) pay periods. After twenty-six pay periods, a vacant position may only be filled by personnel recruitment procedures.

Section 10.12 - Reclassification

Employees shall be provided notice of the window period of submitting reclassification requests by July 1 of each year. Employees may submit requests for reclassification between August 1 and August 31 annually.

The Director of Human Resources will review the request and notify the employee and the Union of his/her approval or denial and, if denied, the reasons for denial no later than October 31. If the request is denied, the employee has the right to appeal to the Chief Executive Officer. The appeal shall be submitted in writing within ten days of the receipt of the written denial. The Chief Executive Officer shall render his/her decision granting or denying the appeal no later than 60 days from receipt of the appeal.

Section 10.13 –Electronic Recording Differential

Courtroom Clerks assigned to electronic recording duties in addition to their regular courtroom clerk duties and responsibilities shall receive an electronic recording differential of 7% commensurate with a morning or afternoon assignment with a four-hour minimum.

- (a) Assignments requiring electronic recording duties are scheduled at the discretion of the Courtroom Clerk Supervisor.

- (b) A Courtroom Clerk is not eligible to receive the electronic recording differential for more than a morning or afternoon assignment within one day without prior supervisor approval.

- (c) Courtroom Clerks in one department who share the electronic recording duties during an individual morning or afternoon assignment will split the differential by being compensated the 7% electronic recording differential two hours each.

ARTICLE 11 - HOURS OF WORK

Section 11.1 - Workweek

For payroll and FLSA purposes, the workweek shall consist of seven days beginning immediately after 12:00 midnight on Sunday and ending at 12:00 midnight the following Sunday. Regular work hours for Court employees, unless otherwise specified, are from 8:00 a.m. to 5:00 p.m., Monday through Friday, Court holidays excepted.

Section 11.2 - Workday

A workday is a period of twenty-four consecutive hours, beginning at the start of a calendar day and ending at midnight of that day.

Section 11.3 - Regular Workday, and Regular Workweek and Flexible Schedules

(a) Typically, eight hours' work shall constitute a full day's work and forty hours' work shall constitute a full week's work unless otherwise provided by law, code or other agreement.

(b) . Employees may request to begin work as early as 7:00 a.m. or as late as 6:00 p.m., while maintaining the eight-hour work shift and observing either a one-half hour lunch or one hour lunch consistent with Section 11.4.

(c) In response to the request submitted as set forth above in subsection (b), the Court shall either grant the requested flexible workweek schedule for a set duration, or, in the event of denial of such request for a flexible workweek schedule or termination of a flexible workweek schedule, the Court shall provide a written statement specifying the reason for such denial or termination. . A flexible workweek schedule will only be denied or terminated if it would (1) negatively affect the operational needs of the Court, including Court or courtroom operations, delivery of services to the public, or overtime costs; or (2) the employee has documented attendance or performance problems arising to at least Level 2 under Section 7.4.

(d) Employees on approved flexible work schedules may be required to sign in and out with a person in a supervisory capacity each day; if a supervisor is not at the employee's work location, signing in and out with a lead employee will be permitted.

Section 11.4 - Rest and Meal Periods

There shall typically be a one-hour unpaid meal period and two fifteen-minute paid rest periods during the course of a regular workday; however with the advance approval of the employee's supervisor, an employee, including those employees on a flexible workweek schedule, may change the starting or ending time for the employee's shift by taking a shortened lunch. The meal period shall fall as close as possible to mid-shift, and the two other daily breaks shall fall as close

to mid-morning and mid-afternoon as possible. An employee desiring to express breast milk for the employee's infant child shall be provided a reasonable amount of break time to do so; such time shall, if possible, run concurrently with existing break time, and any such time that does not run concurrently with existing break time shall be unpaid.

Section 11.5 - Overtime Work and Compensatory Time Off

- (a) When the accomplishment of the Court's mission requires, employees may be required to work beyond the normal duty hours established for the office.
- (b) For all hours worked in excess of eight hours in a day or forty hours in a workweek, a non-exempt employee will be paid in cash at one and one-half times the employee's regular rate of pay for that workweek in accordance with the Fair Labor Standards Act. Provided the employee has not exceeded the maximum compensatory time off balance (240 hours), the employee may elect instead to be paid for overtime work in compensatory time off at the overtime rate. All compensatory time off must be used within twelve months of the date accrued, and any compensatory time off remaining after twelve months will be paid in cash at the regular rate. Compensatory time off will be paid in cash upon separation of employment.
- (c) Absent a written agreement with the Court, Research Attorneys shall not telecommute.

Section 11.6 – Alternate Work Schedule

The Court may offer a 9/80 Work Schedule or a 4/10 Work Schedule (collectively, "Alternate Work Schedules") for employees on the evening shift at Traffic Court as well as other employees, based on the needs of the Court. When offered, the Court will develop Alternate Work Schedules (including holidays) based on the operational needs of the Court. Each employee participating in an Alternate Work Schedule must sign an agreement detailing the arrangement, with the Union being a signatory. The Court reserves the right to terminate its offer to provide Alternate Work Schedules in general for employees; provided, however, (i) such termination must be based on the operational needs of the Court; (ii) the Court will provide reasonable written notice to the Union of the effective date of termination, and (iii) the Court shall meet and confer with a Union representative regarding impacts of the termination if so requested by the Union. Any termination of an Alternate Work Schedule for an individual employee shall not be subject to notice or the right to meet and confer regarding impacts.

Section 11.7 – Voluntary Reduced Work Hours Program

When the Chief Executive Officer determines that the Court's staff resources permit, a Voluntary Reduced Work Hours Program may be offered and the following provisions will apply. Full-time employees are eligible to participate in the Voluntary Reduced Work Hours Program, in which employees may elect to have their work hours and pay reduced on a voluntary basis. With the approval of the Chief Executive Officer or his/her designee, employees may elect a 2.5%, 5%, 10%, or 20% reduction in pay for a commensurate amount of time off during a six-month period. Approval for participation in the Voluntary Reduced Work Hours Program will not be granted if such approval would result in overtime for other employees within the Court.

Enrollment in the Voluntary Reduced Work Hours Program will be at six-month intervals, in March and September of each year. Employees revert to regular full-time status at the end of the six-month period unless approval for a subsequent six-month period in the Voluntary Reduced Work Hours Program is granted by the Chief Executive Officer or his/her designee. Any employee who transfers or is promoted, demoted, terminated, or otherwise vacates or reduces his or her current position during the term of the Voluntary Reduced Work Hours Program will be removed from the Program for the balance of the period.

Compensatory time off under the Voluntary Reduced Work Hours Program shall accrue as earned and shall not be scheduled on any Court-recognized holiday. Employees may use compensatory time from the Program in advance of accrual, provided the Court is reimbursed for unearned hours based upon early termination from the Program.

Employees will be notified in writing about the specifics of the Voluntary Reduced Work Hours Program and how to apply.

Section 11.8 - Job-Sharing

The Court will continue to offer job sharing as a program. Employees wishing to participate in this program must sign separate agreements with the Union as a signatory detailing the arrangements made. Courtroom staff, except for floaters, must obtain the approval of the judge or judges affected by the arrangement to participate, as well as the approval of the Chief Executive Officer or his/her designee. All other employees, including floaters, must obtain a recommendation from their immediate supervisor and the Division Manager and the approval of the Chief Executive Officer or his/her designee.

ARTICLE 12 - LEAVE PROVISIONS

Section 12.1 - Personal Leave

Employees shall be credited with four days of personal leave which must be used on or before the last day of the final pay period of each fiscal year.

Section 12.2 - Sick Leave

(a) Rate of Accrual

Each employee shall be entitled to use sick leave with pay for personal illness, doctor's appointments, care of the employee's immediate family, pregnancy disability leave, and bereavement leave. Such leave shall be accrued on an hourly basis at the rate of ninety-six hours per year. Unused sick leave may be accrued without limitation.

(b) Medical Verification

Requests to use sick leave with pay for three (3) or more consecutive days must be supported by a written statement from a licensed medical practitioner eligible for third-

party reimbursement. The Court may require a supporting written statement from a licensed medical practitioner on absences less than three (3) days when the Court articulates reasonable cause to believe that an employee is abusing his/her sick leave with pay option.

If a doctor's note requirement is placed on an employee for more than ninety calendar days, a written notice shall be provided to the employee outlining the duration of the doctor's note requirement and any follow-up activities.

(c) Care of Immediate Family

An employee may be granted permission to use no more than six days of sick leave to care for a member of his or her immediate family or to obtain a medical consultation. "Immediate family" is defined in Section 12.9 – Bereavement Leave. .

(d) Day Defined/Sick Leave Payoff

For purposes of this paragraph, a day is defined as eight work hours. Upon death or retirement, up to sixty days of accrued sick leave shall be paid at the rate of fifty percent of the equivalent cash value. All accrued balances beyond sixty days shall be paid at the rate of twelve and one-half percent of the accrued cash value (one hour's pay for one day of accrual). Upon resignation in good standing, employees with ten or more years of service shall be paid up to sixty days of accrued sick leave at the rate of twenty-five percent of the equivalent cash value. All accrued balances beyond sixty days shall be paid at the rate of twelve and one-half percent of the accrued cash value. All other rights of an employee to sick leave with pay shall be canceled upon separation from Court employment. However, if an employee resigns or is laid off and is rehired within one year of the date of resignation or two years of the date of layoff, the employee's right, if any, to sick leave with pay shall be restored. At retirement an employee may, at his or her option, convert accrued but unused sick leave to credit one month of the employee's medical premium for each day of sick leave accrued.

(e) Restoration of Sick Leave upon Reinstatement

An employee who has received sick leave payoff in accordance with subsection (d) above may, if reinstated within one year, repay the full amount of sick leave payoff received at termination and have his or her former sick leave balance restored. Repayment in full must be made before the sick leave balance will be restored.

(f) Vacation Illness Conversion

If an employee on vacation becomes ill, the vacation time used may be converted to sick leave with pay. The request for conversion must be supported by a written statement from a licensed medical practitioner.

(g) Exhaustion of Sick Leave

When an employee has exhausted all accumulated sick leave and compensatory time, if any, the employee may use vacation time or personal leave at the employee's option, for absences due to illness. The employee must notify the Court of this election before the end of the pay period; otherwise, personal leave will be used before vacation accruals. When requested by the employee, the Court will restore vacation time by making the appropriate payroll adjustment in the next payroll period. In the event that an employee who has exhausted sick leave would prefer to use leave without pay in lieu of available personal leave and/or vacation accruals, leave without pay may be used only with the approval of the Chief Executive Officer or his/her designee in accordance with Section 12.3 below.

Section 12.3 - Leave Without Pay

(a) Reasons Granted

Leaves of absence without pay may be granted to employees by the Court for up to one year with the approval of the Chief Executive Officer or his/her designee. Leaves of more than one year may be granted due to unusual or special circumstances, to be determined in the sole discretion of the Court. A leave of absence without pay may be granted for the following reasons:

- (1) Illnesses, after an employee has exhausted all accumulated sick leave, compensatory time and medical leave.
- (2) Education or training that will benefit the Court;
- (3) Other personal reasons that do not inconvenience the Court.
- (4) For childcare emergencies including, but not limited to, babysitter/daycare cancellations, school schedule emergencies, and other circumstances that could lead to a child being unattended.

Employees requesting a leave of absence without pay of thirty days or more for education, training or for other personal reasons must use all available vacation time first; the balance of the leave of absence approved by the Court will be without pay.

(b) Revocation

The Chief Executive Officer may revoke an employee's leave of absence upon evidence that the reason for the leave of absence was misrepresented to the Court or has ceased to exist.

(c) Leave for Union Business

Upon thirty days' advance notice, a long term leave without pay of no less than thirty days to accept employment with the Union shall be granted by the Court for a period of up to one year. No more than one employee shall be granted a leave at any one time. A leave may only be denied if:

- (1) The notice requirement is not met.
- (2) An employee is already on such leave.
- (3) The employee has specialized skills and abilities which are necessary and could not be replaced.

(d) Vacation Leave without Pay Option

If an employee has exhausted all vacation time, vacation leave without pay may be authorized at the discretion of the Chief Executive Officer or his/her designee.

Section 12.4 - Family Care and Medical Leave

Eligible employees are entitled to twelve weeks of family care and medical leave in any twelve-month period in accordance with the California Family Rights Act (“CFRA”) and the federal Family and Medical Leave Act of 1993 (“FMLA”). To be eligible for such leave, an employee must have been employed with the Court for twelve months and must have worked at least 1,250 hours with the Court in the twelve-month period immediately preceding the commencement of the leave. Family care and medical leave is unpaid except to the extent vacation time or sick leave is substituted for the unpaid leave. Employees may substitute accrued vacation time and up to six days of sick leave in a rolling twelve-month period for family care leave. Employees may substitute accrued vacation time and must substitute sick leave for medical leave. The substitution of vacation time or sick leave for unpaid leave under this section shall not extend the total amount of leave to which the employee is entitled. Additional unpaid leave may be available under Section 12.3 or Section 12.8 of this Article. Employees’ benefits and seniority shall not be affected by family care or medical leave taken pursuant to the CFRA or FMLA.

Section 12.5 - Parental Leave

Upon request, parental leave without pay shall be granted after the birth or adoption of a child for a period of up to six months. Parental leave may be extended for up to an additional six months with the approval of the Chief Executive Officer or his/her designee, provided the request for extension is made at least one month before the expiration of the initial six-month period. A request for extension shall only be denied for good cause. Parental leave shall run concurrently with family care and medical leave pursuant to Section 12.4 and with pregnancy disability leave pursuant to Section 12.6. Employees may substitute accrued sick leave supported by a written statement from a licensed medical practitioner and vacation time for unpaid parental leave.

Section 12.6 - Pregnancy Disability Leave or Transfer

Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary. An employee taking pregnancy-related disability leave may substitute any available sick pay or accrued vacation time for her leave. The substitution of paid leave for

pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

Any employee affected by pregnancy is entitled to transfer temporarily to a less strenuous or hazardous position or to less strenuous or hazardous duties if the transfer is medically necessary and the transfer can be reasonably accommodated.

If an employee taking a pregnancy-related disability leave is also eligible for family care and medical leave under Section 12.4, the employee will be entitled to the continuation of benefits by the Court up to a maximum of twelve weeks in a twelve-month period.

Section 12.7 - Other Family Leave

Upon request, leave without pay for up to six months will be granted for the following reasons:

- (1) The foster placement of a child if taken within twelve months of the placement;
- (2) The serious health condition of the employee's family member or registered domestic partner.

Leave granted pursuant to this section shall run concurrently with family and medical leave pursuant to Section 12.4. Employees may substitute accrued vacation time for unpaid leave.

Section 12.8 - Leave to Perform Jury Duty or to Respond to Subpoena

(a) Response to Summons

An employee shall be allowed to take leave from his or her duties without loss of wages, vacation time, sick leave or benefits to respond to a summons for jury selection or to serve on a jury for which the employee has been selected. An employee shall receive paid leave to serve on a jury for which he or she has been selected, and must execute a written waiver of all compensation other than the mileage allowance that he or she would otherwise receive for such jury duty. No employee shall be paid more than his or her regular shift pay or regular workweek pay for jury duty service. The employee must notify his or her supervisor upon receipt of a jury summons and upon completion of jury service.

(b) Response to Subpoena

An employee shall not suffer any loss in pay or benefits for responding to a subpoena to testify in court if that employee is not a party to the litigation. No employee shall be paid more than his or her regular shift pay or regular work week pay for testifying in response to a subpoena, and must either execute a written waiver of all compensation other than the mileage allowance that he or she would receive pursuant to Government Code section 68093, or authorize a payroll deduction in the amount of the witness fees actually received, less mileage.

(c) Return to Work

For the purpose of this section, an employee who responds to a summons to jury duty and is not selected as a juror shall not be deemed to have performed jury duty and shall return to work as soon as possible. An employee excused from court after testifying in response to a subpoena shall also return to work as soon as possible. Sworn jurors who are excused before the end of the day, shall return to work as soon as possible, based upon distance of the courthouse of jury service to the sworn juror's work location and time when excused from service:

1. 56 or more miles: No return to work requirement if any portion of the day is served as a sworn juror.
2. 46-55 miles: Return to work if excused before 11:00 a.m.
3. 31-45 miles: Return to work if excused before 12:15 p.m.
4. 16-30 miles: Return if excused before 2:00 p.m.
5. 15 miles or less: Return to work if excused before 3:00 p.m.

(d) Release Time for Evening Shift Employees

If an evening shift employee is called to court to perform jury duty or to respond to a subpoena under this section, the employee shall be granted release time on the day of attendance with no loss of pay or benefits. Time spent in court shall count toward the employee's regularly scheduled shift for that day.

Section 12.9 - Bereavement Leave

- (a) A leave of absence of up to forty hours with pay shall be granted to an employee to discharge the customary obligations arising from the death of a member of the employee's immediate family. "Immediate family" shall mean the following:
- The employee's spouse, registered domestic partner, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, step-parent or step-sibling;
 - The employee's spouse's mother, father, grandmother, grandfather, son or daughter;
 - The employee's registered domestic partner's mother, father, grandmother, grandfather, son or daughter;
 - Any person living in the immediate household of the employee.
- (b) In the case of death of a family member not included in immediate family as defined above, the Court will make every effort to grant requests for leave using vacation, personal leave, or compensatory time in order to discharge the customary obligations arising from the death of a family member.

Section 12.10 - Military Leave

- (a) The provisions of the Military and Veterans Code of the State of California shall govern the military leave of employees.
- (b) Any regular or provisional employee shall be allowed time off with no loss in pay for the time required to receive a physical examination or re-examination as ordered by provisions of a national conscription act or by any branch of the national or state military services.
- (c) Every employee who has been called to active military duty in direct connection with an armed conflict, after exhausting salary or compensation to which he or she is entitled to under the California Military and Veterans Code, shall be entitled to salary augmentation of up to one hundred percent (100%) of his or her regular Court base salary in combination with military pay for a period not to exceed 365 calendar days (one year) while engaged in the performance of ordered active military duty. Employees with single coverage shall not be entitled to medical, dental, vision, life insurance or other benefits. Employees who have family coverage shall be entitled to medical, dental and vision care coverage, with such premiums as customarily paid for by the Court, concurrent with the period that employee is on the partial salary continuation plan.

As used in this section the term “employee” means an employee who:

- (1) is ordered into active military duty as a member of a reserve component of the armed services of the United States;
- (2) is ordered into active federal duty as a member of the National Guard or Naval Militia;
- (3) enlists, enters, or is otherwise called into active duty as a member of the Armed Forces of the United States.

Section 12.11 – School Activities

Employees who are parents may take time off using their vacation, compensatory time, or, in the absence of time in those accrual banks, unpaid time, for up to 40 hours each year to attend parent/teacher conferences for their children in pre-school through twelfth grade, or for other activities at their children’s school, not to exceed eight hours in any one calendar month. Eligible employees must request the time off reasonably in advance. Employees shall provide written verification from the school or licensed day care facility that he/she participated in school-related activities on the date and time for which the leave was requested.

ARTICLE 13 - COURT PROGRAMS

Section 13.1 – Training

The Court will provide in-house training for employees and will authorize attendance by Court employees at the Court’s expense at outside classes, seminars and programs consistent with

Section 13.2(c) and the administrative requirements of the Court. Court employees will continue to be eligible to attend training made available through the County subject to continued authorization by the County of Santa Clara. All reimbursements will be consistent with current Judicial Council of California guidelines.

Section 13.2 – Educational Reimbursement Program

(a) Program Description

Employees may participate in the Court’s Educational Reimbursement Program during the term of this agreement. The fund will be used to reimburse employees for educational expenses. The maximum allowable for each employee each fiscal year is \$1,500. Education reimbursements for Legal Research Attorneys taking courses for MCLE credits shall be handled in accordance with Section 13.6.

(b) The Fund

A fund in the amount of \$50,000 has been established for each fiscal year. A maximum of \$25,000 will be available for encumbrance from July 1st through December 31. The balance of the fund will be available from January 1st through June 30. Any balance not used in the first half of the fiscal year will be applied to the second half of the fiscal year. By joint agreement between the Court and the Union, after review and with the recommendation of the Court Fiscal Officer, the maximum amount may be increased in the first half of the fiscal year, reducing the amount available in the second half of the fiscal year.

(c) Eligibility Requirements and Allowable Expenses for Classes

The Educational Reimbursement Program may be used for classes related to the employee’s occupational area or those with a demonstrated value to the Court. Classes with no educational or academic value are not reimbursable. Allowable expenses for classes include books, registration, tuition, or items required by a class syllabus. Costs incurred for meals, lodging, travel or mileage while attending classes are not reimbursable under this section.

(d) Eligibility Requirements and Allowable Expenses for Programs and Seminars

The Educational Reimbursement Program may also be used for programs and seminars related to the employee’s occupational area or those with a demonstrated value to the Court. Allowable expenses for programs or seminars include travel/mileage, parking, lodging, meals, registration, and optional course related materials. Travel reimbursement for round trip tickets on a common carrier is limited to the cost of the lowest convenient airfare not to exceed the cost of coach class air travel. To demonstrate the cost of the lowest convenient airfare, after the request for leave is approved by the employee’s supervisor and the employee purchases airfare, the employee must submit two additional quotes when requesting reimbursement.

(e) Guidelines

The employee must not be receiving funding or reimbursement from any other government agency or private source for the expenses claimed. An application must be filed prior to the commencement of the class, program, or seminar. If the course is scheduled during working hours, the employee must give the application to his or her supervisor at least 10 days prior to the commencement of the class for approval. Any request to attend a class, program, or seminar offered during working hours must be approved and signed by the immediate supervisor ten (10) days prior to the start of the class, program or seminar. The Division Director or his/her designee must sign authorization for more than four (4) hours away from the work site, including travel time. The appropriate tax forms must be completed if the course is at graduate level and being given by a four-year college or university. Reimbursement will only be provided if the aforementioned conditions are met and the appropriate tax forms are completed and submitted for processing. Incomplete documents will be returned to the employee.

(f) Make-Up Time

Employees taking a course that is provided by the Court, the Judicial Council of California or the County need not make up time away from the job.

Employees taking any other courses which are only available during working hours must make up fifty percent of the time away from the job. Make-up time may be deducted from the employee's accrued vacation, personal leave or compensatory time off balances. Make-up time will not be permitted when it results in the payment of overtime. The Court will make every effort to allow employees time off to attend courses except where overtime would result. An employee and the Court may mutually agree to rearrange the duty shift to work more than eight hours in a day but less than forty hours in a week so that the employee may participate in education or training of benefit to the employee and the Court. Such an arrangement will be deemed a waiver of the daily overtime provisions contained in Section 11.5.

Employees granted educational leave but not tuition assistance shall reimburse the Court for fifty percent of the leave taken upon occurrence of the conditions listed below.

Reimbursement shall be made by automatic reduction of leave in the same manner that educational leave was taken, or by reduction of leave balances or cash payment at separation.

Reimbursement shall be made under the following circumstances:

- (1) Failure to successfully complete the class or obtain a passing grade of C or above;
- (2) Separation from Court employment within one year of successful completion of the course (except if laid off); or

- (3) Separation from Court employment before completion of the course (except if laid off).

Reimbursement of educational leave may be waived by the Chief Executive Officer or his/her designee upon a showing of good cause or where undue hardship would result.

(g) Deduction Authorization

Proof of attendance or completion of a class, program or seminar must be received by the Staff Development and Training Division within two months of attendance. As a condition of participation in the program, the employee must authorize the deduction from his or her wages in the amount of the reimbursement received if:

- (1) The employee did not receive a passing grade of "C" or better for a class where a grade was given.
- (2) The employee does not show proof of attendance or completion within two (2) months of completion of the class, program or seminar.
- (3) Separation from Court employment before completion of the class, program, or seminar.
- (4) The employee leaves Court employment within one year after satisfactory completion of the course.

The payroll deduction may be waived by the Chief Executive Officer or his/her designee upon a showing of good cause or where undue hardship would result.

(h) Denial of Time off Due to Workload Demands

If, due to workload demands, a supervisor cannot honor a request for a course/seminar available only during work hours, the supervisor will make every effort to accommodate the request when the course/seminar is again offered.

(i) Reimbursement Limitation

All reimbursements will be consistent with current Judicial Council of California guidelines.

(j) Processing and Payment of Claims

Pre-approved claims will be processed for payment upon proof of cost and proof of payment. Proof of cost may be established from any catalog, brochure or other printed documentation showing dates and cost of the event or item. Reimbursements for text books require receipts with the titles indicated. Proof of payment is established by a receipt showing dates of the event, title of the event, employee's name, cost of the event; and a credit card statement showing charge with the credit card numbers blocked out, a canceled

check, a copy of duplicate check plus a copy of the statement showing the check cleared, or a memo from the organization on letterhead showing the amount paid. Any request for reimbursement will be processed without undue delay.

(k) Appeal of Reimbursement Denial

An employee may appeal a denial of a reimbursement by contacting the Director of Human Resources within five (5) working days of the date of notification in writing. The written response will include the reason(s) that the decision to deny reimbursement conflicts with program guidelines. The Director of Human Resources will respond in writing to the employee within five (5) working days of receipt of the appeal.

If, after receiving the response, the employee wishes to continue to pursue the request, he or she must contact the Director of Human Resources within five (5) working days to request a formal meeting. Upon receipt of the request, the Director of Human Resources will contact the designated Court employees' representative to schedule a meeting with the employee and employees' representative.

If the employee is not satisfied with the results of the formal meeting, he or she will notify Director of Human Resources in writing within five (5) working days. The Director of Human Resources will forward the written request to the Chief Executive Officer or his/her designee for review and final response to the employee.

Section 13.3 - State Bar Dues

The Court shall annually pay, on behalf of each Research Attorney covered by this Agreement, the full amount of such employee's yearly dues to the State Bar of California. Each Research Attorney must present to his/her supervisor the annual dues statement within thirty (30) days of receipt in order to be eligible for such payment.

Section 13.4 - Employee Association Fees

The Court agrees to pay for one (1) membership fee per employee per calendar year (12-month period) towards an annual membership fee to an association of the employee's choice. The chosen association membership must be relative to the employee's occupational area. The Court will reimburse the employee for membership costs less than or equal to the respective cost of an annual membership fee in the California Court Association, Incorporated, at the time the membership is applied for or renewed.

Section 13.5 - Education Reimbursements for Legal Research Attorneys

Employees in the Legal Research Attorney classification will be entitled to reimbursement for the costs for courses completed to obtain Minimum Continuing Legal Education (MCLE) to maintain licensure requirements. Reimbursement requests may be submitted for costs associated with obtaining the MCLE credits necessary for licensure only. Reimbursable costs include registration, fees for the credits, mileage, and parking. Meals may be reimbursed if they are not offered as part

of the course and are consistent with Article 13.2. Receipts are required and must be consistent with Article 13.2. All reimbursements will be consistent with current Judicial Council of California guidelines.

All requests must be pre-approved by the division director or his/her designee. Unless it is an unusual circumstance, courses for MCLE credits should be taken locally. If this is a taxable event, employees will be required to complete the necessary documents before the reimbursement request can be processed. No employee leave banks will be charged for attendance of course required for MCLE credits.

Employees in the Legal Research Attorney classification may elect to enroll in courses after they have met the above requirements. In those circumstances, reimbursement will be made through the Educational Reimbursement Program as set forth in Article 13.2.

Section 13.6 - Mileage Reimbursement and Use of Private Vehicles

When an employee is assigned to work at a location other than his or her regularly assigned work location, the Court will either provide transportation for such travel or reimburse the employee for the use of a private vehicle consistent with the Judicial Council of California guidelines. An employee's regularly assigned work location shall be any location to which the employee is assigned for a period of three months or more. Employees may choose public transportation in lieu of using a private vehicle and be reimbursed for same.

Employees required to travel on business for the Court using a privately owned vehicle must:

- (a) have a valid driver's license;
- (b) have proof of liability insurance in his or her possession while operating a vehicle on Court business;
- (c) be covered for the minimum amount of liability insurance for the minimum amount prescribed by law;
- (d) have a vehicle equipped with safety belts in operating condition;
- (e) wear the safety belt and make sure all passengers are wearing his or her safety belt;
- (f) attest that the vehicle is in safe mechanical condition to the best of his or her knowledge;
- (g) report any accidents within 48 hours;
- (h) complete an Authorization to Use Privately Owned Vehicles on State Business form (STD 251) annually.

Section 13.7 - Public Transit Programs

- (a) The Court will continue to offer Valley Transit Authority Eco Passes or the equivalent thereof to employees without cost as long as the County permits the Court to participate in the County's Eco Pass Program or the equivalent thereof.
- (b) The Court will reimburse an employee up to the maximum of \$200 per month for use of public transit for commuting to and from work. An employee must submit receipts of fares and certify that he or she was the person who paid for and used the transit for commuting to and from work.

Section 13.8 – Safety Committee

The Court Safety Committee of employee and management representatives will meet every other month and perform other duties as needed to address workplace safety concerns. SCPEA will designate the required number of members for each facility to act on behalf of SCPEA-represented classifications in the Court.

ARTICLE 14 - VACATION

Section 14.1 - Vacation

(a) Earnings

Each employee shall be entitled to paid annual vacation, which shall be earned on an hourly basis. Vacation earnings shall be computed based on the employee’s length of service with the Court (including the former Municipal and former Superior Courts and the County Clerk’s Office and, for Court employees hired prior to November 20, 2002, service with the County of Santa Clara). For the purposes of this section, a work day is defined as eight work hours.

Total Service Years and Work Day Equivalent	Days Earned Per Year	Maximum Allowable Balance In Hours
1 st Year of continuous service 1 st day through 261 st day	12 days	96 hours
2 nd Year – 4 th Year of continuous service 262 nd day through 1,044 th day	14 days	336 hours
5 th Year – 9 th Year of continuous service 1,045 th day through 2,349 th day	20days	480 hours
10 th Year – 14 th Year of continuous service 2,350 th day through 3,654 th day	20 days	480 hours
15 th Year – 19 th Year of continuous service 3,655 th day through 4,959 th day	22 days	528 hours
20 th Year – 24 th Year of continuous service 4,960 th day through 6,264 th day	25 days	600 hours
25 th Year of continuous service	27 days	648 hours

6,265 th day		
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(b) Vacation Scheduling Process

- (1) Requests for vacation scheduling shall be made in accordance with these procedures. Requests for vacation are subject to approval by the employee's immediate supervisor, giving due consideration to employee convenience and the administrative requirements of the Court. Vacation bid requests shall be granted within the relevant units and classifications of each facility on the basis of seniority with the Court (including days of accrued service with former Municipal Court, Superior Court and the County of Santa Clara Clerk's Office). An employee's vacation request will not be denied if the absence will not impact the operations of the unit.

- (2) No later than October 15th of each year, the Court will distribute vacation bidding request forms and a vacation calendar showing available dates, and a copy of Article 14 of the SCPEA MOU. There shall be three (3) separate rounds of bidding, which shall be conducted as follows:
 - A. At least 14 work days prior to the start of the bidding, employees will receive an email from the supervisor as notice to prepare for the vacation request process. This email will include the employee's place on the seniority list.
 - B. During each round of bidding, each employee shall be given the form and calendar by email and shall respond with his or her selection by the end of the next business day.
 - C. If the employee fails to respond with a selection within by the end of the next business day, the supervisor will move to the next employee in seniority.
 - D. If an employee is on leave or away from the court during any round of bidding, the employee shall be contacted by telephone and personal email if available for their selection.
 - E. Once an employee who has been passed over responds they will be placed next in order of seniority.
 - F. After each employee's bid, the supervisor shall send the employee, via email, the signed vacation request form with their requested bid dates approved or denied. If denied, the email shall indicate whether the employee has been placed on standby for the selected dates and the standby number. Each uninterrupted period of time shall count as a single request. Choices shall be considered by priority order.

Previously approved vacations and standby placements shall be honored when employees or promote.

For purposes of calculating available leave, all leave balances, except sick leave, shall be included.

- (3) Supervisors will complete the vacation bidding process by no later than December 15th of each year.
- (4) Employees who request a date for vacation that is unavailable shall be placed standby for future consideration. Placement on standby will count as a “turn” in the selection process. Being placed on standby is not a guarantee that the vacation will be approved.
- (5) Any employee who waives a turn to bid on vacation time must wait until the next scheduled turn to make a selection. Any employee who cancels a scheduled vacation before the selection process is completed must wait until the next scheduled turn to make a selection.
- (6) After the selection process is completed, an open submission period shall . All employees, including those who failed to request vacation dates during the bid and selection process may submit requests throughout the year for approval. These requests shall be granted on a first come, first serve basis. Requests should be submitted at least ten (10) working days in advance. This requirement may be waived at the discretion of the Court.

(c) Vacation Calendar

- (1) A vacation calendar shall be posted in the share drive for each facility and made available to all unit staff and shall be updated after each selection has been made. The calendar shall show which dates have been filled for approved time off and how many people are on standby. Updates to the calendar will be made at least bi-weekly after the vacation scheduling process is completed.
- (2) Supervisors have five (5) business days to approve or otherwise communicate the status of any vacation or other time off request received outside of the vacation scheduling period.

(d) Vacation Accrual

- (1) Each employee may request vacation time based on the amount of accrued vacation available to the employee and the amount of vacation that will have been earned by the date of the requested vacation. If an employee requests scheduled vacation time in excess of their available vacation time , the excess days will be cancelled unless the employee has received prior approval from the Chief Executive Officer to take leave without pay for the period as set forth in this Agreement.
- (2) All vacation accrued during a one-year period (26 pay periods) should be taken by the employee no later than the end of the following year. In the event the employee does not take all the vacation to which the employee is entitled in the preceding twenty-six pay periods, the employee shall be allowed to carry over the unused

portion, provided that the employee shall not accumulate more than three years' vacation earnings, except:

- (A) When absent on full salary due to a work-related injury that prevents the employee from reducing credits to the maximum allowable amount; or
- (B) When vacation requests are denied because of extreme emergencies such as fire, flood, or other similar disasters, employees may be permitted to accrue more than three years' vacation earnings if approved by the Chief Executive Officer.

(e) Vacation Balance

In the event an employee's supervisor does not approve vacation time for an employee sufficient to reduce his or her accumulated vacation balance to the amount permitted (three years' earnings), the employee may take vacation as a matter of right immediately before the end of the pay period in which vacation could be lost, not to exceed one year's earnings. The balance of the employee's accumulated vacation shall remain to the employee's credit.

(f) Vacation Payoff

Upon termination, employees shall be paid the cash value of all accrued vacation as of the date of termination of employment.

(g) Vacation Cash-Out

An employee shall be allowed to cash out on an annual basis up to 80 (eighty) hours of accrued vacation leave, provided that at the time of the cash-out the employee has a balance of accrued vacation leave that is 40 (forty) hours more than the amount requested to be cashed out. Each year, eligible employees seeking such cash-out shall submit a written request to Human Resources in October and payment shall be made during the following month of November. Payments shall be based on the employee's rate of pay as of the date the written request is submitted to Human Resources.

(h) Birthday Holiday

Employees will receive one additional vacation day each year, to be used normally on the employee's birthday. The parties agree that an alternate day may be determined by the employee's supervisor after due consideration of employee convenience and the administrative requirements of the Court.

ARTICLE 15 – HOLIDAYS

Section 15.1 – Holidays

Bargaining unit employees shall observe the following holidays, as well as any other holidays established by the State for Court employees:

January 1
Third Monday in January (Dr. Martin Luther King, Jr. Day)
February 12
Third Monday in February
March 31 (Cesar Chavez Day)
Last Monday in May
July 4
First Monday in September
Fourth Friday in September
November 11
Fourth Thursday in November (Thanksgiving Day)
The Friday following Thanksgiving Day
December 25
If Juneteenth is established by the State as a court holiday for California state trial courts during the term of this Agreement, it shall be an observed holiday for bargaining unit employees.

Section 15.2 - Observance

Employees shall enjoy the same number of holidays, regardless of variations in workweeks. Holidays that fall on a Sunday shall be observed on the following Monday. Holidays that fall on a Saturday shall be observed on the preceding Friday. Holidays that fall during a period when an employee is on vacation or is absent because of illness shall not be charged against the employee's vacation or sick leave balance. An employee must be in paid status each day immediately before and immediately after a holiday to be entitled to holiday pay. When a holiday falls on an employee's scheduled day off, that day shall be added to the employee's accrued vacation balance.

Section 15.3 - Holiday Pay

If an employee is assigned by the Court to work on a holiday, the employee shall be paid for all time worked at the rate of one and one-half the employee's regular rate of pay (including premium pay for any shift differentials), in addition to any holiday pay to which the employee may be entitled. Holiday work, if authorized, shall be offered first to the regular employees within the work unit.

ARTICLE 16 – BENEFITS

Section 16.1 - Workers' Compensation

(a) Eligibility

Every employee shall be entitled to industrial injury leave when unable to perform his or her job duties because of any injury as defined in the Workers' Compensation Act.

(b) Compensation

An employee disabled as a result of an industrial injury shall be placed on leave, using as much accumulated compensatory time off, accrued sick leave and vacation time as when added to any disability indemnity payable under the Workers' Compensation Act will result in a payment of not more than the full salary, unless the employee subsequently notifies the Court of a desire not to have integration occur. The change from integration to non-integration shall be implemented at the beginning of the next pay period after such request. The first three days shall be charged to the employee's accrued but unused sick leave. If the temporary disability period exceeds fourteen calendar days, temporary disability will be paid for the first three days.

(c) Treatment Following Return from Leave

Employees required by their physician to undergo therapy or treatment due to an industrial injury shall receive leave with pay for such therapy or treatment, provided: (1) the treatment or therapy is paid for by Workers' Compensation; and (2) the therapy or treatment cannot reasonably be scheduled outside of the employee's normal working hours. Employees will receive leave with pay only for actual treatment time, scheduled in advance, and reasonable travel time to and from such appointments.

(d) Temporary Modified Work Program

The Court will continue to offer a Temporary Modified Work Program to return employees with temporarily disabling occupational injuries or illnesses to modified duty within the Court as soon as medically practical. The Court will make every reasonable effort to provide meaningful work assignments to all employees capable of performing modified work. An employee may participate in the Temporary Modified Work Program for a maximum of twelve weeks. With the approval of the Court, participation in the program may be extended.

The three kinds of "Temporary Modified Work," in order of preference, are:

- (1) Return to former position with some duties restricted;
- (2) Return to former position for fewer hours per day or fewer days per week. This option may be used if the employee cannot return to work on a full-time basis;
- (3) Return temporarily to a different job. This option is the least desirable and will only be attempted if the employee's regular job cannot reasonably be modified to meet the injured employee's medical limitations.

Section 16.2 - Health Insurance Plans

- (a) The Court will continue to offer the same health insurance plans offered by the County of Santa Clara, with the same eligibility and participation requirements as long as the County permits the Court to participate in the County's plans. In the event that during the term of this Agreement, and any extensions of this Agreement, the County provides notice to the Court that it will no longer permit participation in the County's plans, the Court and the Union agree to re-open negotiations on this Section 16.2 only.

- (b) The Court agrees to fully pay medical coverage for employee and dependents on the lowest cost medical plan offered by the County. Up to the same maximum contribution will be made to the other available plans (i.e., Kaiser, Health Net and Valley Health Plan).

The Court will continue to pay the employee-only contribution for plans listed in Appendix B, as those plans may be revised from time to time. The Court will, upon receipt of application and proper documentation, reimburse up to \$10 of the office visit co-pay under the Kaiser plan, and up to \$10 of the prescription co-pay under the Kaiser plan.

- (c) Dual Coverage--Married couples and registered domestic partners who are both Court employees shall be eligible for coverage under one medical plan only with the Court paying the full premium for dependent coverage. Court employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

- (d) Domestic Partners--Registered domestic partners are covered for all insurance coverage.

- (e) Medical Premium Payments During Family Leave Without Pay, Medical Leave Without Pay and Industrial Injury Leave--The Court will pay its portion of the medical premium subject to the applicable co-payments as follows:

- (1) For an employee on an approved parental leave without pay or an approved medical leave without pay, up to thirteen (13) pay periods of employee only coverage. A portion of the leave may include dependent coverage in accordance with the Family and Medical Leave Act, and the California Family Rights Act.

- (2) For an employee on family leave without pay, in accordance with the Court's Family and Medical Leave Policy, and to attend to the serious illness of a registered domestic partner, up to twelve (12) weeks of dependent coverage.

- (3) For an employee on industrial injury leave, employee only coverage for all times while on such leave, up to twelve (12) weeks of dependent coverage.

- (f) Medical Benefits for Retirees:

- (1) The Court contracts with the County for Medical Retiree Benefits, so any changes made by the County shall also be made for Court employees. Bargaining unit employees shall not automatically adopt changes to cost-sharing for retiree health benefits by County employees, unless expressly negotiated for this Agreement.

- (2) For employees hired by the Court or the County before August 12, 1996.

The Court shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employee who have completed five (5) years service (1305 days of accrued service) or more with the Court and who retire on PERS directly from the Court. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the

Court shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum Court contribution for retiree medical. The surviving spouse or registered domestic partner of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

- (3) For employees hired by the Court or the County between August 12, 1996 and June 18, 2006

The Court shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed eight (8) years of service (2088 days of accrued service) or more with the Court, or the Court/County combined without separation, and who retire on PERS. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the Court shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum Court contribution for retiree medical. The surviving spouse or registered domestic partner of employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

- (4) For employees hired by the Court on or after June 19, 2006

The Court shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed ten (10) years of service (2610 days of accrued service) or more with the Court and who retire on PERS. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the Court shall reimburse the retiree for the cost of Medicare Part B premium on a quarterly basis. This reimbursement is subject to the maximum Court contribution for retiree medical. The surviving spouse or registered domestic partner of employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

The following is not intended to nor shall it affect the contractual rights of current bargaining unit employees (Pre-3/1/18 Hires); nor shall it affect the rights of any current retirees.

- (5) For employees hired by the Court on or after March 1, 2018:

Employees hired on or after March 1, 2018, shall not be eligible to participate in the Retiree Health Benefit Program.

Employees hired on or after March 1, 2018, will be eligible for a special deferred compensation plan benefit as follows:

The Court will make biweekly contributions equivalent to one hundred fifty dollars (\$150) per month to an employee's account in the same deferred compensation plan

offered by the County. If the County no longer permits Court employees to participate in its deferred compensation plan, the Court and SCPEA shall promptly meet and confer about a replacement deferred compensation plan, with the same contribution amounts as set forth herein (Court monthly contribution \$150 if employee monthly contribution \$25). Such contributions shall be made for all unit employees who meet all of the following qualifications:

- A. The employee was first hired by the Court on or after March 1, 2018; and
 - B. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week; and
 - C. The employee defers on a biweekly basis an amount equivalent to a minimum of twenty-five dollars (\$25) per month to the Court deferred compensation plan; and
 - D. The employee has completed, signed and submitted to the Court the required enrollment form for the account; and
 - E. The annual maximum contribution as defined under the relevant Internal Revenue Code (IRC) provision has not been exceeded (adding together both the employee's contributions and the Court's contributions) for the employee's account for the calendar year.
- (g) Delayed Enrollment in Retiree Medical Plan—A retiree who otherwise meets the requirements for retiree only medical coverage under Section 16.2(f) subsections (1) or (2) or (3) may choose to delay enrollment in retiree medical coverage. Application and coverage may begin each year at the annual medical insurance open enrollment period after retirement.
- (h) Dental Insurance— The Court agrees to provide a Dental Care Plan for all employees and dependents accordance with Appendix B, as may be amended from time to time. A dental care plan is not available to retirees. The Court agrees to contribute the amount of the insurance premium for dental coverage to cover the employee and full dependent contribution.
- (i) Health Plan Bonus Waiver Program—With proof of alternative medical coverage, an employee may opt to waive Court provided medical coverage:
- (1) Effective with each new plan year starting January 1, an employee who waives medical coverage for self and family must do so for the entire plan year by signing up in a special open period in the prior November. The employee shall then receive a bonus of seventy-four dollars (\$74.00) gross payment per pay period (subject to the usual payroll deductions) commencing the first pay period of the pay year and through the end of the pay year.

- (2) A part-time employee who waives medical coverage will receive a pro-rated bonus payment according to the code status. At the end of a plan year, a part-time employee may submit a request for supplemental bonus payment for adjustments due to additional hours worked beyond code status.
- (3) A new hire employee may waive medical coverage at the time of new employment and receive a pro-rated bonus of seventy-four dollars (\$74.00) gross payment per period starting with the first full pay period.
- (4) During the plan year, an employee participating in this Program is eligible to re-enroll for coverage within thirty (30) calendar days of an Internal Revenue Service (IRS) defined qualifying event. An employee who re-enrolls shall no longer be eligible to receive the bonus waiver payment effective with the date of coverage.
- (5) Retirement is not an IRS defined qualifying event. If an employee who is enrolled in the Health Plan Bonus Waiver Program retires during the plan year, the retiree is not eligible to enroll in retiree medical coverage upon retirement until the next open enrollment period after retirement.
- (j) Life Insurance--The Court agrees to provide base group Life Insurance Plan of fifty thousand dollars (\$50,000) per employee, paid for by the Court.
- (k) Vision Care Plan--The Court agrees to provide a Vision Care Plan for all employees and dependents accordance with Appendix B, as may be amended from time to time. A vision care plan is not available to retirees. The Court will contribute the amount of the insurance premium for vision coverage to cover the employee and full dependent contribution.
- (l) Flexible Spending Account (FSA) Plan--The Court will continue to participate in the County's Flexible Spending Account (FSA) Plan in accordance with Internal Revenue Code (IRC) section 125 as long as the County permits continued participation in the plan by Court employees. This Plan enables a Court employee to annually designate and set aside bi-weekly payroll deduction, up to the allowable maximum of wages on a pre-tax basis for eligible medical/dental expenditure based on a list of IRS approved expenditure.

Section 16.3 – Contributions to Funding Retiree Health Plan

Effective the first full pay period in September 2016, SCPEA unit members shall contribute \$10.00 (ten dollars) per biweekly pay period toward the Retiree Health Benefit Program.

Effective the first full pay period in September 2017, SCPEA unit members who are eligible to participate in the Retiree Health Benefit Program shall contribute \$15.00 (fifteen dollars) per biweekly pay period toward the Retiree Health Benefit Program.

Section 16.4 - Deferred Compensation Plan

The Court will continue to offer the same deferred-income plan offered by the County as long as the County permits continued participation in the plan by Court employees.

Section 16.5 – Changes in County Benefit Plans

During the term of this Agreement, changes in County health, dental, vision, disability, life insurance, and retiree health benefit plans shall be applied to employees in this bargaining unit. Bargaining unit employees shall not automatically adopt changes to cost-sharing for retiree health benefits by County employees, unless expressly negotiated for this Agreement.

Section 16.6 - Benefits for Less-Than-Full-Time Employees

Employees who work less than full-time, including employees working a split code, shall receive benefits pro-rated to reflect the percentage of time worked.

Section 16.7 - Employee Assistance and Wellness Programs

The Court will continue to offer Employee Assistance and Wellness Programs for its employees as long as the County permits the Court to participate in the County's program.

Section 16.8 - State Disability Insurance (SDI)

(a) Registration and Withholding

The Court will register the employees represented by the Union with the Employment Development Department for the purposes of State Disability Insurance (SDI) coverage. The Court through its payroll administrator shall withhold wage earner contributions each pay period at the rate established by the Unemployment Insurance Code and shall forward such withholdings to the State Disability Fund.

(b) Integration of Sick Leave and Vacation Pay with SDI Benefits

Integration of Sick Leave and Personal Leave and Vacation Pay with SDI benefits is optional. An employee who wishes to integrate sick leave, personal leave, and vacation pay with SDI benefits must provide the following information to the Court within one week of being disabled from work:

- (1) The date the disability or illness commenced;
- (2) The estimated duration of the disability;
- (3) A telephone number where the employee can be reached;
- (4) The election to use sick leave/personal leave/vacation during the first week of disability;
- (5) Whether the employee plans to file for SDI benefits;
- (6) The election to integrate sick leave, personal leave, and vacation pay with SDI benefits.

An employee who is eligible for SDI benefits and who has made a timely election to integrate shall be paid a biweekly amount (accumulated sick leave/personal leave/vacation) which, when added to SDI benefits, is approximately equal to the employee's normal biweekly net pay after taxes (excluding overtime). These payments shall be made on normal Court paydays.

If the employee does not notify the Court of the desire to integrate sick leave, personal leave, and vacation pay with SDI benefits, no integration will occur. However, one time only during the disability period, the employee may elect to integrate after the initial week has passed. In such cases, integration will occur at the start of the next pay period, and will be prospective only.

Employees must notify the Court of any change in status (either health or the length of disability) that may affect the employee's return to work.

ARTICLE 17 – PERS

The Court will continue to participate in the County's contract with the California Public Employees' Retirement System ("PERS") during the term of this Agreement.

Section 17.1 – Changes to Retirement Contributions

- (a) "Classic employees" for purposes of PERS are those SCPEA unit members eligible for and enrolled in the 2.5% at age 55 PERS Retirement Plan.
- (b) Effective the first pay period following ratification, each classic employee shall contribute to the required employee (member) share of PERS that same percentage contribution he or she currently makes to the employer (Court) share of PERS (classic employees hired prior to October 3, 2011 – two percent (2.0%); classic employees hired on or after October 3, 2011 – four percent (4.0%)), and shall cease making any contribution to the employer (Court) share of PERS.
- (c) Contributions: In addition to the employee contributions to retirement set forth above, the following additional contributions shall be made by employees:
 - (1) Effective the first pay period following ratification, each classic employee shall also increase his or her contribution to the employee (member) share of PERS to an increased total amount of five percent (5.0%) of salary.
 - (2) Effective the first full pay period in November 2016, each classic employee shall increase his or her contribution to the employee (member) share of PERS to an increased total amount of eight percent (8%) of salary.
- (d) "PEPRA employees" for purposes of this Article are those SCPEA unit members eligible for an enrolled in the 2% at 62 PERS Retirement Plan. PEPRA employees pay PERS 50% of the normal cost rate.

- (e) Effective with the changes in employee contributions set forth above, the Court's contributions to the employee (member) share and the employer (Court) share of PERS shall be changed accordingly.

ARTICLE 18 – FITNESS FOR DUTY

Section 18.1 - Fitness for Duty Examination

If the Court requires any employee to take a fitness for duty examination not connected with a pre-existing or existing industrial injury, the following provisions shall apply and shall be given to the employee in writing:

- (1) Before making a decision as to the employee's fitness for duty, the physician selected by the Court shall consult with the employee's personal physician and will advise him or her of this procedure.
- (2) If the employee's personal physician agrees with the decision of the physician selected by the Court regarding the employee's fitness for duty, that decision shall be final and binding.
- (3) If the employee's personal physician and the physician selected by the Court disagree about the employee's fitness for duty, and the employee so requests, the two physicians shall select a third physician whose determination shall be final and binding. The cost for the third physician's examination will be shared equally between the employee and the Court.

If the Court requires a fitness for duty examination, the employee shall be placed on a paid administrative leave pending the result of the fitness for duty examination. The employee shall not be required to use any accrued vacation time or other available leave time while on paid administrative leave for this purpose. Upon request, the Court shall articulate the reason for the fitness for duty examination.

ARTICLE 19 – SAFETY PROGRAMS

The Court will provide a safe working environment for all employees by complying with applicable safety regulations.

When requested by the Union, Stewards may meet with the appropriate level of management to address employee safety and hazard concerns and attempt to correct them.

When an employee's regularly-assigned work station is moved, or the employee's work equipment is changed, the Court shall take reasonable steps to ensure the employee's new work station is reviewed for ergonomic fit prior to the employee's move or the change. If not accomplished before the move or change, the review for ergonomic fit shall occur within two (2) weeks of the employee's move or the change.

Employees in classifications designated by the Chief Executive Officer may be required to wear safety shoes during working hours unless exempted by the Chief Executive Officer. Employees

will be reimbursed for the purchase of safety shoes each January in an amount not to exceed \$150.00 per fiscal year.

ARTICLE 20 – PERSONNEL SELECTION AND TRANSFER

Section 20.1 - Appointments

Appointments to non-supervisory positions in the Court shall be made from eligible lists established as a result of competitive examinations. As an alternative to appointment from eligible lists, a position may be filled by the appointment of an employee from within the Court, provided the employee meets the minimum qualifications for the position.

Section 20.2 - Transfers

Facility-based Court employees wishing to transfer to a position in a different facility should submit a written request to the Court Manager of the desired facility. The Court Manager will maintain a file of transfer requests and employees who have requested a transfer will be considered for appropriate vacancies as they occur. Employees who request an inter-facility transfer will be given equal consideration for any appropriate facility vacancies; however, the date of the transfer request shall not be a factor in the selection process to fill the vacancy. Transfer requests will become null and void on December 31 of each calendar year. Courtroom Clerks who wish to transfer should submit a written request to the Courtroom Clerk Manager.

Section 20.3 - Vacancies

Vacancies within a facility may be filled by internal reassignment, by posting the vacancy in all facilities of the Court, and/or by appointment from an eligible list.

Section 20.4 – Limited Term Assignments

Regular Court employees may apply for, and upon timely application will be considered for, a limited term assignment in accordance with regular recruitment processes as set forth in the Personnel Rules. Acceptance by a regular employee of a limited term assignment will have no effect upon employment status as a regular employee, and the regular employee will retain all rights and benefits, including the right to return to the prior classification when the limited term assignment concludes.

ARTICLE 21 – PERSONNEL RULES, CODE OF ETHICS AND CONFLICT OF INTEREST

- (a) Court employees shall adhere to the Code of Ethics contained in the Court's Personnel Rules. Employees shall provide written acknowledgement of receipt of the Personnel Rules (which include the Code of Ethics) at the time of initial hire, as well as upon receipt of any amended version of the Personnel Rules. The Court shall provide notice to the Association whenever a Personnel Rule, Code of Ethics, or conflict of interest rule that affects bargaining unit employees is changed.

- (b) Employees must abide by all applicable federal, state and local statutes and contract requirements regarding conflicts of interest in outside employment. Employees who intend to engage in outside employment shall file an advance statement of such intent for the approval of the Chief Executive Officer or his/her designee.

ARTICLE 22 - NOTICE TO PARTIES

It is hereby agreed that any document, demand, notice or service herein permitted or required may be made either by personal service, by depositing the same in United States mail with postage fully prepaid, or by email addressed to the respective parties at the following addresses:

Superior Court of California, County of Santa Clara, c/o Chief Executive Officer, 191 North First Street, San Jose, California 95113, via email at hresources@scscourt.org, or at such other addresses as the Court may from time to time designate in writing.

SCPEA, Stacie Marshall, SCPEA President, 191 North First Street, San Jose, California 95113; or via email at SCPEA's email address, SCPEA15@gmail.com.

ARTICLE 23 - SCOPE OF AGREEMENT

Section 23.1- Duration

This Agreement became effective immediately after midnight of October 15, 2021, and shall continue in full force and effect through midnight, September 30, 2025. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party and received by the other no later than sixty days before the expiration date of this Agreement.

Section 23.2 –Severability

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

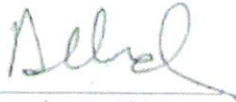
Section 23.3 - Waiver of Bargaining Rights Amendments to Agreement, and Duty to Meet and Confer

It is understood that this Agreement represents a complete and final understanding on all negotiable issues between the Court and the Union. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the Court and the Union, except as specifically referred to in this Agreement. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time

this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the Court through the exercise of its Management Rights in Section 3.1., the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the Court reserves the right to take necessary action by Management direction.

DATED: March 9, 2022

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SANTA CLARA



Douglas Freifeld



Lisa Herrick



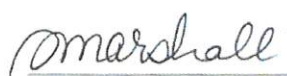
Alicia Vojnik



Sulakshna Chauhan

DATED: April 6, 2022

SUPERIOR COURT PROFESSIONAL
EMPLOYEES ASSOCIATION

 President

Stacie Marshall



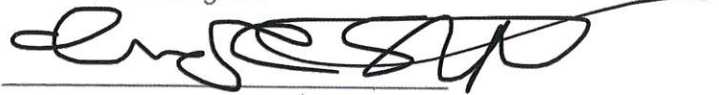
Shantel N. Hernandez



Maggie Castellon



Miranda Dominguez



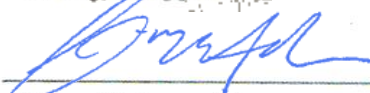
Ingrid Stewart



Shelly Carey



Thomas Saggau



Gregg McLean Adam
Attorney for SCPEA

**SUPERIOR COURT PROFESSIONAL
EMPLOYEES ASSOCIATION, cntd.**

APPENDIX B

Superior Court of California, County of Santa Clara
Employer Provided Employee Health and Welfare Benefits
Plan Offerings Summary
as of Fiscal Year 2021-2022

Health Plan Types and Selection

HMO - Kaiser Foundation Health Plan

HMO - HealthNet Preferred Provider

POS - HealthNet Select Choice

Dental Plan Types and Selection

Delta Dental Plan (PPO)

Liberty Dental Plan (HMO)

Vision Services Plan

VSP

Basic Life Insurance

\$50,000 Term Life Insurance

For additional information, covered services, limitations and exclusions, consult each plan's
summary of benefits or disclosure document

Side Letter of Agreement

Between
The Superior Court of California, County of Santa Clara
and
Superior Court Professional Employees Association (SCPEA)

October 12, 2021

Telework Pilot Program

Term: For a two-year (2 year) term beginning December 1, 2021, to allow rotation of participants in six-month intervals. At the end of the two-year term, the Court and SCPEA will discuss the Telework Pilot Program, including assessment of eligible classifications and numbers of days per week.

The following Telework Pilot Program has been established in order to address the mutual interests of the Court and SCPEA represented employees in a managed remote work Pilot Program.

A. Overview

When consistent with business needs and the employee's job functions, certain SCPEA-represented employees may be provided with a remote work option, as described herein.

Employees participate in the Telework Pilot Program when, on a periodic basis, during their scheduled work hours, they perform their usual job duties from home. The terms "working remotely," "telework," and "remote worker" as used in this Pilot Program refer to the performance of usual job duties at home.

Home locations for purposes of this Pilot Program shall be in the state of California.

Employees working in more than one location, other than the home, due to work-related travel, and/or working from multiple court locations, are considered to be working in the office. This Telework Pilot Program does not apply to that activity.

Telework is not intended to provide employees with a flexible schedule so that they can attend to personal errands or appointments during the day. Employees should treat telework as if they were in the office, strictly adhering to their scheduled work hours.

B. Eligibility for Participation in the Telework Pilot Program

The classifications identified in this section are eligible to participate in the Telework Pilot Program. Non-probationary, full-time employees in such classifications who do not work an alternative work schedule may apply for participation in the Pilot Program.

The Court will select individuals for participation from the following classifications: Court Investigator, Legal Research Attorney, Administrative Support Technician, Fiscal Support Technician, Legal Process

Clerk III (LPC III), Legal Process Clerk IV (LPC IV), Criminal Information Specialist, and Court Specialist.

Any participant may be removed from the Pilot Program by the Court at any time, with advance notice where possible.

Application and Review Process

Eligible employees who would like to participate in the Telework Pilot Program must complete the Telework Pilot Program Application and forward the completed application to their Division Director by close of business on November 12, 2021 for a six-month period beginning December 1, 2021 and ending May 31, 2022. Employees will be notified of their application status by close of business on November 19, 2021. Telework, if approved, will begin no earlier than December 1, 2021.

When considering a request to work from home, all of the following factors will be considered: nature of work; the type of work performed by the employee; quantity of work (how much work can get done from home?); quality of work (how well can the work be completed from home?); timeliness (can timelines be met when working from home?) and ability to handle multiple priorities; responsiveness; accountability; and confidentiality. Employees must also demonstrate suitability of the proposed home work environment.

Participation in the Telework Pilot Program is voluntary and it is a privilege. Either the employee or the Court may terminate participation in the Pilot Program at any time, for any reason or no reason at all. Failure to abide by the policies and procedures set forth in this Pilot Program may result in removal from the Telework Pilot Program.

Telework Schedules

The telework schedule for the Pilot Program will be set by the Court following the opportunity for input by the employee as one set day per week (Court Investigator may have up to two set days per week) unless a participant requests to work remotely less frequently (for example, one set day every two weeks).

While teleworking, remote workers must be available to the Court during their standard working hours to the same extent as if working at their regular Court location. In addition, remote workers must request approval for time off in the same manner as if not working from home.

If an employee is needed in the office on a regularly scheduled remote work day, the employee must forgo the remote work day. Employees in such circumstances may request to reschedule a telework day during the same week; however, the granting of such make-up day is at the sole discretion of the Court. If a set telework day falls on a holiday, then the employee would not have a telework day in that particular week and no exceptions will be made.

Available Phone Number

Each participant in the Telework Pilot Program must be accessible by phone when working remotely. All participants shall provide, to their supervisors, a phone number where they can be reached while working remotely.

Rights and Responsibilities

Remote workers maintain the rights and responsibilities set forth in the Court's policies and procedures to the same extent as if not working remotely.

Remote Work Log

Employees participating in the Telework Pilot Program must complete a remote work log for each day that they work from home. The remote work log must be provided at the end of each week to the supervisor for review of work progress during remote work days. Remote workers who do not satisfactorily complete a remote work log or their assignments during remote work days may be removed from the Telework Pilot Program. Supervisors will review the logs to determine the quality and quantity of work completed when a participant is working remotely.

The Home Office

During the application process participants will be asked to designate a home office location. This is the only approved location where employee participants are granted the privilege to telecommute. If a participant is not able to be at that location on a scheduled telecommute day, they should either report to their regular worksite or utilize any available leave balance for that day.

Remote workers are responsible for maintaining a safe and productive work environment. Dependent care arrangements must be made so as not to interfere with work. Personal disruptions must be limited to the same extent as when working in the employee's primary work location.

Remote workers are responsible for ensuring that their home offices comply with health and safety requirements. The Court may decline an employee's request to work from home or may terminate a remote work assignment based on safety considerations. If an employee incurs a work-related injury while working from home, workers' compensation law and rules apply. Consistent with Court's existing policies and procedures, employees must immediately notify their supervisor, or if their supervisor is not immediately available, the Human Resources Division, of any work-related injury and complete all required documents.

Office Equipment

Remote workers will be required to possess and use their own equipment for telework (e.g., appropriate chair etc.). For participants who do not have a home laptop or desktop to use on their telework day, the Court will provide a laptop that an employee can borrow the day prior to the day that they will work from home.

Any files or data needed by the remote worker should not be kept on their laptop or desktop computers but rather saved on their network drive (F-drive).

IT support for remote workers is available from the IT Helpdesk during the hours of 7:30 a.m. – 5:30 p.m. Remote workers may request assistance by contacting the Help Desk at (408) 324-5400.

Information Security

Network and information security are important considerations when working from home. Remote workers are expected to maintain the security, privacy, and confidentiality of information when working at the home work site and when transporting data to and from work sites, including:

Remote workers must follow all organizational security procedures.

Remote workers must restrict access to confidential and personal information from family members and others.

Access-restricted material and data must remain secured, and cannot be taken out of the official work location without supervisory approval.

Remote workers must report any potential breach of Court information security immediately to their supervisor and the ISB Help Desk.

Side Letter of Agreement

Between

The Superior Court of California, County of Santa Clara

and

Superior Court Professional Employees Association (SCPEA)

October 12, 2021

COVID-19 Sick Leave Time

COVID-19 Sick Leave Time

From ratification of the successor labor agreement through June 30, 2022, in the event that California Supplemental Paid Sick Leave is not extended by law beyond September 30, 2021, bargaining unit members during the period of this Side Letter who (1) test positive for COVID-19, or (2) are unvaccinated and exposed to COVID-19 and must quarantine, will be provided up to a total of 40 (forty) hours paid leave by the Court.

Side Letter of Agreement

Between
The Superior Court of California, County of Santa Clara
and
Superior Court Professional Employees Association (SCPEA)

October 12, 2021

Courtroom Clerks

A. Subcommittee

The parties shall establish a joint subcommittee to address Courtroom Clerk issues as follows:

1. Up to three bargaining unit members released with pay for four subcommittee meetings (up to one-half day each) during Year 1 of the Agreement. The Court shall identify up to three management representatives for the subcommittee.
2. The joint subcommittee shall address Courtroom Clerk issues including the 2018 consultant review of Courtroom Clerk job classification.
3. The joint subcommittee shall make a recommendation to the parties for a side letter of agreement.

B. Courtroom Clerk Staffing

For an 18-month (eighteen months) period beginning October 1, 2021, the Court shall take no affirmative action to reduce the number of Courtroom Clerks below a minimum of 78 (seventy-eight) Courtroom Clerks in the bargaining unit. If by reason of attrition the number of Courtroom Clerks falls below 78 during this period, the Court shall undertake reasonable recruitment efforts to maintain this minimum.

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