

**MEMORANDUM OF UNDERSTANDING**

**between**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA**

**and**

**LOCAL 521  
SERVICE EMPLOYEES INTERNATIONAL UNION  
COURT REPORTER CHAPTER**

**October 1, 2022**

**to**

**September 30, 2025**

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**PREAMBLE**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by the Superior Court of California, County of Santa Clara, hereinafter referred to as the Court, and Local 521, Service Employees International Union, Court Reporter Chapter hereinafter referred to as 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 in the classification of Court Reporter. The Unit excludes all other employees, judges, commissioners, and independent contractors.

**Section 1.2 – Definitions and Limitations**

Independent contractors include but are not limited to court reporter services or agencies (or pro tem reporters to the extent individual court reporters are permitted by law to work as independent contractors) with whom the Court contracts to provide court reporters to address emergency needs when neither bargaining unit members nor extra help employees are available to meet the need.

**Section 1.3 – Status of Employees**

The rules and policies that govern all persons covered by this Agreement are described in this Agreement and the Court’s Personnel Rules.

**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, union activity, organizational affiliation, political opinions, sexual orientation, family care status, veteran status, or any other basis protected by law.

### Section 2.2 - Union Affiliation

Neither the Court nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee in exercising their 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 recognize 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 – Union Dues and Other Voluntary Contributions**

#### **(a) Union Dues and Other Voluntary Contributions**

The Court shall make payroll deductions consistent with the terms of this Article for both voluntary Union dues and voluntary COPE (Committee on Political Education) contributions, and remit the funds to the Union per pay period. The Court shall rely on the Union's certification of which employees have voluntarily authorized such payroll deductions, and the Union shall indemnify the Court for any claims made regarding such deductions.

All employees in the unit who have authorized a Union dues deduction and/or a COPE deduction in effect on the effective date of this Agreement shall have such deductions continued.

All new employees who become covered by this Agreement on or after its effective date shall, upon hire into a classification covered by this bargaining unit, be given the opportunity to execute a payroll deduction authorization for the voluntary payment of Union dues and/or COPE contributions. Upon written certification by the Union to the Court that the Union has and will maintain individual employees' signed authorizations for such deductions, the Court shall deduct the amounts from the employees' pay and remit such dues to the Union.

#### **(b) Forfeiture of Deduction**

If, after all insurance premium deductions are made in any pay period, the balance is not sufficient to deduct the Union dues or other contributions an employee has voluntarily authorized, no deduction shall be made during that pay period.

#### **(c) Reinstatement**

Upon the reinstatement of any unit member, or upon the recall of a unit member from layoff status, the payroll administrator for the Court will resume or initiate payroll deductions for Union dues, if any, for that unit member in accordance with this Article.



(d) No Fault

The Union 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.

(e) Fair Representation

It is recognized that the Union, as the exclusive representative of all bargaining unit employees, is required to represent all unit employees fairly and equally, without regard to Union membership or non-membership or the employees' assertion of rights under this Agreement or law.

(f) Report of Transactions

The Court shall supply the Union 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.

(g) Other Deductions

The Court shall make other deductions for insurance programs from paychecks of employees under reasonable procedures prescribed by the Court for such deductions.

(h) Notice of Third Party Requests for Information

The Court shall notify the Union of any third party request for contact information about bargaining unit employees and provide the Union a copy of the request. The Court shall use its best efforts to provide the Union at least five (5) calendar days to review the request and communicate with the requester.

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. Local 521 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 their designee simultaneously.

(c) Access by Local 521 Staff Organizers

Local 521 Staff Organizers shall provide advance notice to the Chief Executive Officer or their 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. Local 521 Staff Organizers 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 their 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 - Union Label

All books, reports, brochures, stationery, cards, badges and other documents produced for the Court by the County Printing Services Division shall carry the local Union label in accordance with the customary printing trades' practices.

#### Section 4.7 - Printing of Agreement

The parties agree to share equally the cost of printing bound copies of this Agreement. The parties shall receive an equal number of copies of the printing run. The design and format of the printed Agreement shall be jointly determined by the parties. It is agreed that the contract will be printed no more than sixty days after final agreement on all language.

#### Section 4.8 - New Employee Orientation

A Local 521 member selected by the Union 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. The Local 521 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 a reasonable number of Stewards for this bargaining unit at any one time. 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 during the stewards' lunch break.

Scheduling of the above meetings is subject to advance approval of the Chief Executive Officer or their designee. However, for monthly Steward Council meetings, no advance approval is required as long as the steward notifies their supervisor in writing of the time and place of the monthly meetings, 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 - Number for Release

The parties agree that release time shall not be granted to more than three Local 521 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 Stewards and/or unit members to attend periodic labor/management meetings, and for unit members to attend meet and confer sessions.

### Section 5.4 - Negotiating Committee

There shall be three employees in addition to the Local 521 staff 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.

## **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 their 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 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 gross misconduct, immoral conduct 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 eight years, provided no other suspensions have occurred during the eight-year period. Suspensions for gross misconduct, immoral conduct 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. A 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 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 performance or conduct is unsatisfactory or needs improvement, the employee's immediate supervisor ordinarily shall provide oral or written counseling. Counseling should be conducted in private and should address performance or conduct of the employee which, if not corrected, may result in further disciplinary action. If the supervisor has other representatives from the Court present during the counseling, the employee shall have the right to have a Steward present. When appropriate, an employee should be counseled about his or her performance or conduct, which should include specific suggestions for corrective action before receiving other disciplinary action. Verbal coaching or other conversations in the course of work performance are not disciplinary in nature and do not constitute a verbal counseling.

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

If an employee's 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 the Union and Chief Steward. 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.

(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 certified mail. This notice shall be included in the employee's personnel file and a copy shall be delivered to Local 521 in person or by certified U.S. mail at the address designated in Article 20 with a copy to the Chief Steward. 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 the Union, and the right to Union representation 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 certified mail, with a copy delivered or mailed by regular U.S. mail to Local 521 and the Chief Steward.

(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 the Union may appeal the written decision to an impartial arbitrator, with or without the consent of the Union. 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;
- (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 their 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 their 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:

John Kagel  
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 in the affected class with the Court, 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. 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. 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) Pro tem court reporters;
- (b) Probationary employees;
- (c) 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 - Temporary Work

No pro tem court reporters 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 pro tem court reporter 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

1. Effective the first full pay period in October 2022, all unit members shall receive a **6% (six percent) increase in salary.**

In addition, effective the first full pay period in October 2022, and in light of the unique circumstances in recruiting and retaining certified court reporters, eliminate Step A and Step 1, convert current Steps 2 through 4 to new Steps 1 through 3, and add a new higher Step 4.

2. Effective the first full pay period in October 2023, all unit members shall receive a **5.0% (five percent) increase in salary.**
3. Effective the first full pay period in October 2024, all unit members shall receive a **4.0% (four percent) increase in salary.**
4. To address retention issues, and in light of unique circumstances in recruiting and retaining certified court reporters: Effective the first full pay period in October 2022, all unit members with 2,611 days or more of continuous service shall be paid a premium of \$50 (fifty dollars) per pay period as a longevity payment.

See Salary Schedule in Appendix A.

### Section 10.2 - Basic Pay Plan

The Basic Pay Plan consists of the salary ranges as provided in Appendix A. Each employee shall be paid within the range according to the following provisions:

(a) Step One

Step One is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel or an unusually qualified person is engaged, the Chief Executive Officer may approve appointment at a higher step. The Court will provide the Union with a monthly listing of positions hired above the first salary step. All new employees will serve a probationary period of 19 pay periods (MOU §7.2) regardless of which step they were hired into, and all new employees will move to the next step, if any, after 12 months' service in their current step.

(b) Step Two

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

(c) Step Three

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

(d) Step Four

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

(e) 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.

(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 10.3 - Effect of Promotion 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 their designee. All increases in promotions shall be at least 10% unless that amount exceeds top step of the new range.

(b) No Loss of Time-in-Step

Notwithstanding the provisions of Section 10.2, no salary adjustment upon promotion shall result in 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.

Section 10.4 - Part-Time Work

(a) Salary Ranges

The salary ranges provided in the attached Appendix A 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 - Lead Differential

Employees will be appointed by the Court to work as temporary leads, based on the needs of the Court, for a six-month period per appointment, with a maximum of two consecutive full terms at a time except as needed in the absence of interested and/or qualified employees. 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. If a time-sensitive lead

responsibility would go unaddressed due to the lead reporter's duties in the courtroom, the Court will use its best efforts to release the lead in order to complete the task.

Lead functions, whether part of the employee's job description or paid for through the lead differential, shall include but not be limited to those set forth in Appendix B.

#### Section 10.6 - Realtime/CART Court Reporting Certification Differential

- (a) Court Reporters who hold any or all of the listed certifications—the National Court Reporters Association's Certified Realtime Reporter (CRR) certification, the Deposition Reporters Association's Certified Realtime Professional (CRP) certification, the California Certificate in Realtime Reporting (CCRR) certification, the California Court Reporters Association's Certified Realtime Generalist (CRG) certification, or the United States Court Reporters Association's Federal Certified Realtime Reporter (FCRR) certification—shall, if employed by the Court on or before October 31, 2022, (no retroactivity if NOT already receiving), receive a 20% differential upon signing the agreement described in Section (i). The Court shall maintain a maximum of 25 (twenty-five) such realtime positions. Qualified and interested Court Reporter(s) with the earliest certification date will be given priority for any such realtime positions available. In the event of identical certification dates, the Court Reporter with more seniority will be selected.

All Court Reporters first employed by the Court on or after November 1, 2022, who currently hold or thereafter achieve such certification shall receive a 10% differential upon signing the agreement described in Section (i).

- (b) Court Reporters who have successfully completed the realtime proficiency test administered by the Court are deemed "Court-Certified" and shall, if employed by the Court on or before October 31, 2022 (no retroactivity if NOT already receiving), receive a 10% differential upon signing the agreement described in Section (i). The Court shall maintain a maximum of 20 (twenty) such realtime positions. Qualified and interested Court Reporter(s) with the earliest certification date will be given priority for any such realtime positions available. In the event of identical certification dates, the Court Reporter with more seniority will be selected.

All Court Reporters first employed by the Court on or after November 1, 2022, who achieve such Court-administered certification shall receive a 5% differential upon signing the agreement described in Section (i).

- (c) All realtime assignments made to other courtrooms for Court Reporters must be pre-approved by the Judicial Officer to whom the Court Reporter is currently assigned, if applicable.
- (d) The realtime proficiency test described in Section (b) above will be administered at 190 words per minute in a question and answer format. "Court-Certification" will require no less than a 96% accuracy rate. The test will be offered by the Court at least quarterly. Court-administered realtime exams shall be graded, and reporters notified of the results, within 30 calendar days of the exam. Any differential to which the reporter is entitled as a result



of the court-administered realtime exam shall begin by the first full pay period after results are available to the court but no later than 45 calendar days after the exam.

- (e) Realtime differentials shall be paid only to Court Reporters who meet the requirements of Sections (a) and (b) above. Future negotiations for realignment and COLA increases shall not be impacted in any way by this agreement. The realtime differentials provided for in Sections (a) and (b) above are for services above and beyond the regular job requirements of a Court Reporter.
- (f) The Court shall maintain five (5) positions for Court Reporters who are qualified to provide realtime services under Section (a) or (b) and/or certified as a Certified Realtime Captioner (CRC) by NCRA, who will be assigned to provide CART services as requested by the Court, and who shall receive a 5% differential upon signing the agreement described in Section (i). The five positions shall be filled in seniority order by a bid of interested reporters.
- (g) The above-described differentials shall be reported to PERS as income for retirement purposes.
- (h) The Court will create and maintain a list of Court Reporters who will provide realtime services and a list of Court Reporters who will provide CART services. Each qualified reporter shall be given the option to be included on each list.
- (i) To receive any differential described in (a), (b), and (f), Court Reporters must sign an agreement stating their willingness to provide realtime and/or CART services when requested. The agreement shall include a procedure by which the reporter can choose to terminate the realtime and/or CART services provided. Court Reporters who terminate their agreement to provide realtime and/or CART services will no longer receive a differential.

#### Section 10.7 – Work Out of Classification

- (a) An employee temporarily assigned for four hours 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. 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.
- (b) Employees shall not be assigned work out-of-classification for periods of less than four hours without the express written authorization of the Chief Executive Officer or their designee. In such cases, the employee shall receive promotional pay for all hours worked.

- (c) 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.

**ARTICLE 11 - HOURS OF WORK**

Section 11.1 - Workweek

For payroll 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 Reporter employees are from 8:30 a.m. to 5:30 p.m., Monday through Friday, except for Court holidays, established part time schedules and as may be otherwise specified following completion of the meet and confer process.

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

Full time Court Reporters are expected to work an 8-hour day and a 40-hour work week in which they report matters in court, attend to administrative matters as Court employees, and prepare statutorily mandated transcripts. Obtaining supplies and information necessary to complete transcripts may be accomplished during release time. Court reporters who are released as set forth in the chart below will have the option to exercise their right to work on transcripts or continue to make themselves available to the Court for additional assignments. Session times may vary depending upon the needs of the particular department.

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|---|--|
| <p style="text-align: center;"><b>Morning Session<br/>8:30 a.m. to 12:30 p.m.,<br/>or such other times set by<br/><u>the particular<br/>department.</u></b></p> | <p><b>Each Court Reporter must be at their assigned worksite or office at the beginning of the morning session.</b></p> <ul style="list-style-type: none"> <li>a) If the Court Reporter is a scheduled TBA (to be assigned) and does not receive an assignment by 11:00 a.m., they will be released to attend to administrative matters as a Court employee such as obtaining supplies and information necessary to complete transcripts and preparing statutorily mandated transcripts until their one-hour meal period.</li> <li>b) If the Court Reporter has no assignment requiring a Court Reporter or finishes their assignment before 11:00 a.m., they must e-mail in availability to reporteravailability@scscourt.org. If the reporter is not reassigned within 30 minutes and is not specifically requested by the Court Reporter supervisor to stand by, they will be released to attend to administrative matters</li> </ul> |
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|  | <p>as a Court employee such as obtaining supplies and information necessary to complete transcripts and preparing statutorily mandated transcripts until their one-hour meal period.</p> <p>c) If the department the Court Reporter is assigned to recesses at 11:00 a.m. or later, they will be released to attend to administrative matters as a Court employee such as obtaining supplies and information necessary to complete transcripts and preparing statutorily mandated transcripts until their one-hour meal period.</p>  |
| <p><b>Afternoon Session<br/>1:30 p.m. to 5:30 p.m., or<br/>such other times set by<br/>the particular<br/>department</b></p> | <p><b>Each Court Reporter must be at their assigned worksite or office at the beginning of the afternoon session.</b></p> <p>a) If the Court Reporter is a scheduled TBA (to be assigned) and does not receive an assignment by 4:00 p.m., they will be released at 4:00 p.m. to attend to administrative matters as a Court employee such as obtaining supplies and information necessary to complete transcripts and prepare statutorily mandated transcripts for the rest of the day.</p> <p>b) If the Court Reporter has no assignment requiring a Court Reporter or finishes their assignment before 4:00 p.m., they must e-mail in availability to reporteravailability@scscourt.org. If the reporter is not reassigned within 30 minutes and is not specifically requested by the Court Reporter supervisor to stand by, the reporter is released to attend to administrative matters as a Court employee such as obtaining supplies and information necessary to complete transcripts and preparing statutorily mandated transcripts for the rest of the day.</p> <p>c) If the department the Court Reporter is assigned to recesses at 4:00 p.m. or later, they will be released to attend to administrative matters as a Court employee such as obtaining supplies and information necessary to complete transcripts and preparing statutorily mandated transcripts for the rest of the day.</p> |

Section 11.4 - Rest and Meal Periods

There shall be one one-hour unpaid meal period and two fifteen-minute paid rest periods during the course of a regular workday. With the advance approval of his or her supervisor, an employee may change the starting or ending time for his or her 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.

### 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) It is the intent of the Court to establish reasonable work schedules for Court Reporters that best meet the needs of the departments to which they are assigned. Court Reporters are required to report to their supervisor upon completion of their courtroom assignments so that the supervisor is aware of their availability for reassignments. Standing agreements with the supervisor can fulfill this requirement. This is to ensure adequate coverage.

### Section 11.6 – Alternate Work Schedule

The Court may offer a 9/80 Work Schedule or a 4/10 Work Schedule based on the needs of the Court. When offered, the Court will develop the work schedule (including holidays) based on the operational needs of the Court. Employees participating in an Alternate Work Schedule must sign separate agreements, with Local 521 being a signatory, detailing the arrangement. The Court reserves the right to terminate Alternate Work Schedules based on the operational needs of the Court. Should the Court terminate Alternative Work Schedules, the Court will provide notice to the Union of the effective date of termination and agrees to meet and confer regarding impacts of the termination if so requested by the Union. Termination of an individual schedule in accordance with the terms of the Alternate Work Schedule agreement is not subject to the requirement of notice and opportunity 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 their 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 their 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 - Split Codes

- (a) Two reporters seeking to split a code may submit requests at any time.

The Director will review the request and notify the reporters and the Union of the approval or denial and, if denied, the reasons for denial no later than 30 calendar days from the request. If the request is denied, the reporters have the right to appeal to the Chief Executive Officer. The appeal shall be submitted in writing within 15 calendar days of the receipt of the written denial. The Chief Executive Officer shall render their decision granting or denying the appeal no later than 30 days from receipt of the appeal.

Court reporters, except for floaters, must first obtain the approval of the judge or judges affected by the arrangement. Upon such approval, the court reporter will submit the proposal to their supervisor who shall forward the proposals to the Director for approval, with their recommendation.

Requests will be granted on a first-come, first-served basis.

- (b) Split code reporters may trade individual workdays within the same pay period. The request must be agreed to by both reporters and then submitted to the reporter supervisor via e-mail prior to the first traded workday.
- (c) Split code reporters shall be given the right of first refusal to cover for their split code partner/reporter for any time off. The split code reporter covering for their absent partner will confirm to the Court their acceptance of the coverage in advance of the partner's absence.
- (d) Split code reporters may work a full or half day to make up for vacation time lost when a holiday lands on a split code reporter's workday. The makeup day must be worked within the same pay period as the holiday. The reporter must select the makeup day and notify the reporter supervisor by 1:30 p.m. of the preceding Friday.
- (e) Split code reporters may, during their off weeks, work for the Court on an as-needed basis.

### Section 11.9 – Administrative Day

Each unit member will ordinarily be permitted one administrative workday per month, to be scheduled with their supervisor in advance and available to staff on a calendar. On their administrative day court reporters will not be assigned to report matters in court. Instead, they may fulfill other responsibilities as official reporters, including attend to administrative matters as Court employees and prepare statutorily mandated transcripts. Obtaining supplies and information necessary to complete transcripts may be accomplished during their administrative day. If not taken in any particular month, the administrative day must be assigned the following month; unused administrative days have no cash value upon separation.

## 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 one hundred 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 has reasonable cause to believe that an employee is abusing their 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, on Bereavement.

(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 their designee in accordance with Section 12.3 below.

(h) Guide Dogs

Court Reporters whose employment requires the assistance of a dog that is individually trained to do work or perform tasks for a person with a disability shall be granted three (3)

days of leave for the training of a new guide dog when needed, and may also use accrued sick leave or any other accrued paid time off if additional time is needed for this purpose.

### 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 their 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 their designee.

Section 12.4 - Family Care and Medical Leave

Eligible employees are entitled to up to twelve weeks (or more, if military exigency) of family care, medical and/or military exigency 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 their 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 same-sex 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 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, stepparent 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;
- Or any person living in the immediate household of the employee.

Section 12.10 - Military Leave

- (a) The provisions of the Military and Veterans Code of the State of California, and any changes to Federal or State Military Leave law, 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-Related Activity Leave

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 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 they 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 – Reimbursement Program

### (a) Program Description

Employees may participate in the Court’s Reimbursement Program during the term of this agreement. The fund will be used to reimburse employees for expenses covered by this Section 13.2. The maximum allowable for each employee each fiscal year is \$2,000.

### (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 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 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) The Reimbursement Program may also be used for the following:

(i) Chair for use in the courtroom;

(ii) Parking at court facility parking lots/structures to facilitate transport of the court reporter's job-related equipment to the reporter's assigned workplace;

(iii) Annual membership in an association, equal to or less than the cost of annual membership in the National Court Reporters Association;

(iv) Hearing/microphone/listening equipment for use in court proceedings.

(f) 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 their 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.

(g) 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 their designee upon a showing of good cause or where undue hardship would result.

(h) 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 their designee upon a showing of good cause or where undue hardship would result.

(i) 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.

(j) Reimbursement Limitation

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

(k) 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.

(l) 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 their designee for review and final response to the employee.

Section 13.3 - State Certification and Licenses

The Court agrees to reimburse Court Reporters for the cost of any certificates or licenses required by the State of California or the Court.

Section 13.5 – Court Reporter Supplies and Equipment

The Court will furnish the following supplies to Court Reporters: SD cards or other comparable electronic storage media, stenograph paper, storage boxes with lids, and rubber bands. All other items are to be acquired at the Court Reporter's expense. Supplies provided by the Court may be ordered from the Court Manager.

Each Court Reporter will be provided with a desk, chair and telephone at his or her assigned facility. Any other office furniture deemed necessary by the Court Reporter, including special orthopedic chairs, shall be provided by the Court Reporter. The Court will provide accessibility equipment and other items as required by the Americans With Disabilities Act. Court Reporter's



personal items (*e.g.*, chairs, typewriters, computers, etc.) are not insured by the Court. The Court is not responsible for maintenance, loss, damage, or transport of such items.

Telephones are to be used for official Court business. The Court will pay for business calls to attorneys or other individuals and calls related to the official reporting of Court sessions. Court Reporters must pay for all personal long distance or toll calls.

In court facilities where a wireless internet service is made available to the Court (not including wireless internet service dedicated to jurors), the Court shall provide log-on information as needed for Court Reporters' work-related use.

Court Reporters, upon request, will be provided with a microphone and camera-equipped computer in the courtroom through which they will be given access to the remote appearance software that is being used for remote appearances.

### 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 home facility, 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. 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.

For purposes of this section as well as any other section referencing a home facility, for every Court Reporter, including floaters, home facility shall be defined by where the reporter has personal office space.

Whenever possible, a reporter will be assigned to work in his or her home facility.

### 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 – Transportation Between Facilities

The Court will reimburse a Court Reporter for using a location-based app to hire an on-demand driver ("rideshare app") for transportation in lieu of use of personal vehicle for traveling between court facilities when (1) the Court Reporter is assigned to a facility other than their home facility; (2) time is of the essence for the Court Reporter's arrival because Court proceedings cannot begin without the Court Reporter; and (3) the Court Reporter undertakes that travel during or at the conclusion of the workday, excluding rest and meal periods. The Court reporter must submit receipts of fares and certify that he or she was the person who paid for and used the rideshare app for traveling between facilities.

**ARTICLE 14 - VACATION**

Section 14.1 - Vacation Earnings

Each Court Reporter shall be entitled to paid annual vacation, which shall be earned on an hourly basis as follows:

During the first year of service (261 days):

16 days earned per year;

Beginning with the second year of service (262nd day):

18 days earned per year;

Beginning with the fifth year of service (1,045th day):

21 days earned per year;

Beginning with the tenth year of service (2,350th day):

23 days earned per year;

Beginning with the fifteenth year of service (3,655th day):

25 days earned per year;

Beginning with the twentieth year of service (4,960th day):

27 days earned per year;

Beginning with the twenty-fifth year of service (6,265th day):  
29 days earned per year;

Beginning with the thirtieth year of service (7,570th day):  
31 days earned per year.

(a) Vacation Accrual

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 he or she 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:

- 1) When absent on full salary due to a work-related injury that prevents the employee from reducing credits to the maximum allowable amount; or
- 2) 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.

(b) 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.

(c) Vacation Payoff

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

(d) 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.

Section 14.2 - Vacation Scheduling Procedures

Effective with the next vacation scheduling following ratification, the Court will authorize vacation slots as follows: If the current number of Full Time Equivalent (FTE) bargaining unit members employed by the Court is 1 – 20, the Court shall authorize 4 (four) vacation slots. If the current number of FTEs is 21 – 30, the Court shall authorize 5 (five) vacation slots. If the current

number of FTEs is 31 – 40, the Court shall authorize 6 (six) vacation slots. If the current number of FTEs is 41 – 50, the Court shall authorize 7 (seven) vacation slots. If the current number of FTEs is 51 – 60, the Court shall authorize 8 (eight) vacation slots. At the beginning of every month, the parties will confirm the number of FTEs for purposes of granting standby vacation requests. The Vacation Availability Calendar will be updated by the Court at least once per week.

Court Reporters' vacation dates are not required to conform with the vacation dates of the judges to whom they are assigned; however, they must be scheduled with the Court Reporter Manager so that court departments in operation are adequately staffed with court reporters.

(a) Seniority

For the purposes of vacation scheduling only, seniority will be determined by the last date of hire within the current classification. Reinstatements of permanent employees within one year will revert back to their original hire date. For reporters hired on the same date, vacation seniority will be ranked in order of CSR number, lowest to highest.

Reporters will be divided into groups of 10 to 15 in order of seniority. Each group of reporters will be given a predesignated date and time period (12:15 p.m. to 1:15 p.m.) within which they will be contacted regarding scheduling vacation time(s).

(b) Scheduling Process

- Between the second and fourth full weeks of October of each year, the Deputy Court Manager/Supervisor of the Court Reporter Unit will begin scheduling vacations for the following calendar year. Court reporters will be assigned to Group 1, 2, 3, etc. The groups will select their vacations during the above time period.
- Group 1 will begin round one on a Monday. Every group thereafter will be separated by one business day. When all groups have been completed, and after one complete business day, Group 1 will begin round two, and the scheduling will continue by group in the manner outlined above, each separated by one business day, until each group has had two rounds.
- Each uninterrupted period of time shall count as a single request. A single block of vacation time shall consist of any consecutive, uninterrupted number of workdays (weekends and holidays excepted) to which the reporter will be entitled at the time of the requested vacation.
- The reporter must know at the time he/she schedules vacation how much time he/she will have accrued at the start of the requested vacation.
- On the first vacation scheduling round, all reporters will be allowed to select one block of vacation. On the second vacation scheduling round, full-time reporters will be allowed to select two blocks of vacation. Split-code reporters will be allowed to select one block of vacation time.
- For any requested block of vacation, the reporter may choose to be on standby for any single day or group of days during which the reporter is requesting time off. Any

requested block of time that includes all or part as standby will count as one of the blocks of vacation time to which the reporter is entitled.

- For each round of scheduling the reporters will be prepared with vacation dates, along with possible alternative dates in the event that the first choice is no longer available.
- If a reporter chooses not to take part in the vacation scheduling process for any particular round of vacation selection, the reporter will notify the Deputy Court Manager/Supervisor in writing (e-mail is acceptable) by noon the day the reporter would have otherwise scheduled their vacation, thereby waiving their opportunity to select a block of vacation for that round only.
- Individuals in each group will be contacted by the Deputy Court Manager/Supervisor who will be accompanied by at least one reporter\*, so that a minimum of at least two people at all times are present during the vacation scheduling time.
- Individuals will have the option of being contacted personally in the manner set forth below or may submit their requests via e-mail by 10:00 a.m. the same day the reporter would have otherwise been contacted personally to schedule their vacation time. Reporters understand that the e-mail request may result in granted time off and/or standby status, depending on the requests preceding the reporter's turn in seniority order on that particular day of vacation scheduling.

*\*The court reporter is there pursuant to this agreement with the Court Reporters Unit, so this time will not be compensated.*

- The Deputy Court Manager/Supervisor will contact each individual reporter by phone in the following sequence:
  1. The predesignated phone number, if one is provided by the reporter in advance;
  2. The office of the court reporter;
  3. The courtroom of the court reporter where the reporter is assigned that day. If the reporter is on the record and unavailable during 12:15 p.m. to 1:15 p.m., the Deputy Court Manager/Supervisor will not move forward down the seniority list until the reporter becomes available to schedule their vacation;
  4. If the reporter is not in session, the Deputy Court Manager/Supervisor will leave a message on the reporter's voicemail, and will make reasonable efforts to contact the reporter via alternate methods (phone, e-mail, text) and, thereafter, may continue with the next reporter on the seniority list.

***Note: The time reporters make themselves available to this process is uncompensated time.***

- Any reporter not available by phone during the designated vacation scheduling time, and who was not in session or previously requested vacation dates via e-mail as outlined above, may call the Deputy Court Manager/Supervisor to schedule vacation, understanding that their place in seniority order may have been lost by being unavailable and not on the record during the predesignated vacation scheduling time.

- Once the reporter has chosen their vacation dates, the dates will be committed to writing by the Deputy Court Manager/Supervisor and/or the reporter assistant present in the vacation scheduling meeting and will be sent to the reporter forthwith.
- At the end of each vacation scheduling session by group, the newly constituted vacation schedule will be immediately disseminated and/or made available to the next group of reporters slated for vacation scheduling in order to assist those reporters in planning vacation requests in advance.

(c) Future Requests for Time Off

- Within five business days after all rounds of vacation scheduling have been completed, the vacation calendar will be opened for time-off requests by all reporters. Time-off requests in this open vacation calendar shall be granted on a first-come, first-served basis. Reporters shall be given no fewer than three business days' notice of the date that the vacation calendar will be open for additional requests; on such date, the calendar will open at 8:00 a.m.
- After all rounds have been completed, a continuously updated vacation availability list will be accessible on the share drive to assist reporters in requesting time off throughout the year.
- The Deputy Court Manager/Supervisor has five business days to approve or otherwise communicate the status of any vacation/time off request received outside of the vacation scheduling period.

(d) Miscellaneous

- The Deputy Court Manager/Supervisor will conduct periodic audits of reporters' vacation banks to ensure reporters will have earned adequate leave time for future approved time off.
- The Deputy Court Manager/Supervisor has five business days to approve and communicate a standby reporter's change in status after an approved request has been canceled or withdrawn.

Section 14.3 – 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.

**ARTICLE 15 – HOLIDAYS****Section 15.1 – Holidays**

Judicial Branch holidays are established by the State. The current holidays for unit members, subject to legislative change, are:

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 C, 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 same sex 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--Same sex 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 same sex 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 employees who have completed five (5) years of 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 same sex 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 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 same sex 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 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 same sex domestic partner of employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

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

Employees hired on or after September 1, 2018, shall not be eligible to participate in the retiree health benefit program. Employees hired on or after September 1, 2018, will be eligible for a special deferred compensation plan benefit as follows:

The Court will make biweekly contributions equivalent to \$150 (one hundred fifty dollars) per month to an employee's account in the same deferred compensation plan offered by the County as long as the County permits continued participation in the plan by Court employees. 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 September 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 in accordance with Appendix C, 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 or July 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 or May. 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 prorated 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 prorated 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, typically in September.
- (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 in accordance with Appendix C, 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

SEIU 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 prorated 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 – Classic Employees' Retirement Contributions**

- (1) "Classic employees" for purposes of PERS are those SEIU unit members eligible for and enrolled in the 2.5% at age 55 PERS Retirement Plan.
- (2) Classic employees' contribution to the employee (member) share of PERS is in the amount of eight percent (8.0%) of salary.

### **Section 17.2 – PEPRA Employees' Retirement Contributions**

- (1) "PEPRA employees" for purposes of this Article are those SEIU unit members eligible for and enrolled in the 2.0% at 62 PERS Retirement Plan.
- (2) PEPRA employees' contribution to the employee (member) share of PERS is in the amount of 50% of the normal cost rate, as defined in Government Code section 7522.30.

**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.

**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.

**ARTICLE 20 – 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.
- (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 their designee.

**ARTICLE 22 –TRANSCRIPTS****Section 22.1 – Preliminary Hearing Transcript Drop Box**

Preliminary Examination Transcripts may be deposited at any time on or before the tenth (10<sup>th</sup>) day, either electronically or on paper. If the tenth (10<sup>th</sup>) day falls on a weekend or holiday, the next business day shall be recognized as the tenth (10<sup>th</sup>) day. The Court will establish and maintain drop boxes for these documents at each facility.

**Section 22.2 – Daily Transcripts**

By January 31 of each year, the Court shall compile a list of Court Reporters who are interested in reporting matters where daily transcripts are required by law or order of the court. Each Court Reporter interested in preparing daily transcripts will be given the opportunity to be included on the list. The Court Reporter assigned to the judge who will be presiding over such matter shall have the first option to report it. If the assigned reporter does not wish to report the matter, he/she must give the Court at least three court days' advance notice. The list of interested reporters will be placed in order of seniority by date of hire. Any unassigned death penalty or daily transcript assignment will be offered in the following order: (1) the reporter who was assigned to previous hearings in the case; (2) the reporter with the highest seniority who has not yet been assigned a case; and (3) the reporter with the longest period of time since their last assignment if all the reporters on the list have received assignments. For proceedings lasting two or more sessions, the court reporter assigned to the judicial officer presiding over the proceedings shall have the option of choosing their partner.

The Court Reporter who reports the morning session of such matter will not report in any assignment in the afternoon and shall receive compensated out time. The Court Reporter who reports the afternoon session of such matter will not report in any assignment the morning of the next court workday and shall receive compensated out time. A Court Reporter who reports both the morning and afternoon session will, at their option, not report in any assignment the entire next court workday and shall receive compensated out time.



**ARTICLE 23 – JOB SHARE**

A "job share" is defined as an arrangement whereby two Court Reporters switch their assignments with each other. Any two full-time Court Reporters may enter into a job share arrangement between their respective assignments, provided they obtain 15 days' advance approval of the Court and the affected judicial officers. The Court Reporters shall, in advance of any trade, inform Court Services and affected judges of the change. The job share arrangement may be ended with 15 calendar days' notice by the Court or by either of the affected Court Reporters.

**ARTICLE 24 - 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 or by depositing the same in certified United States mail with postage fully prepaid, 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, or at such other addresses as the Court may from time to time designate in writing.

Local 521, Service Employees International Union, 2302 Zanker Road, San Jose, CA 95131-1115, or at such other addresses as the Union may from time to time designate in writing.

**ARTICLE 25 - SCOPE OF AGREEMENT****Section 25.1- Duration**

This Agreement became effective immediately after midnight of October 1, 2022, 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 25.2 –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 25.3 – Waiver of Bargaining Rights and Amendments to Agreement**

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,

MOU, October 1, 2022 – September 30, 2025

Superior Court of California, County of Santa Clara and SEIU, Local 521, Court Reporter Chapter

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, 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:** 8/25/2023 \_\_\_\_\_

**DATED:** 8/25/2023 \_\_\_\_\_

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SANTA CLARA**

**SEIU LOCAL 521  
COURT REPORTER CHAPTER**

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*Lisa Herrick*  
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DocuSigned by:  
*Michelle Caldwell*  
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*Alicia Vojnik*  
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*Patrick Crowley*  
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*Sulakshna Chauhan*  
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*Jenna Yee*  
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*Douglas Freifeld*  
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*Darin Woodard*  
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## APPENDIX - A

SEIU Local 521 & Santa Clara Superior Court  
FY2022-23 Salary Rates for SEIU – 6.0% effective 10/03/22 (PP 22/21)  
**MOU Between the Parties October 1, 2023, to September 30, 2025**

Job Title: Court Reporter      Job #: 83002875

| SEIU        |                |                |            | HOURLY  |         |         |         |
|-------------|----------------|----------------|------------|---------|---------|---------|---------|
| FISCAL YEAR | EFFECTIVE DATE | EFFECTIVE RATE | PAY PERIOD | STEP 1  | STEP 2  | STEP 3  | STEP 4  |
| 2022-2023   | 10/3/2022      | 6%             | 22/15      | 55.3500 | 58.1154 | 61.0216 | 64.0731 |
| 2023-2024   | 10/2/2023      | 5%             | 23/21      | 58.1173 | 61.0212 | 64.0726 | 67.2769 |
| 2024-2025   | 9/30/2024      | 4%             | 24/21      | 60.4420 | 63.4620 | 66.6356 | 69.9678 |

| SEIU        |                |                |            | BIWEEKLY |          |          |          |
|-------------|----------------|----------------|------------|----------|----------|----------|----------|
| FISCAL YEAR | EFFECTIVE DATE | EFFECTIVE RATE | PAY PERIOD | STEP 1   | STEP 2   | STEP 3   | STEP 4   |
| 2022-2023   | 10/3/2022      | 6%             | 22/15      | 4,428.00 | 4,649.23 | 4,881.73 | 5,125.85 |
| 2023-2024   | 10/2/2023      | 5%             | 23/21      | 4,649.38 | 4,881.69 | 5,125.81 | 5,382.15 |
| 2024-2025   | 9/30/2024      | 4%             | 24/21      | 4,835.35 | 5,076.96 | 5,330.85 | 5,597.42 |

| SEIU        |                |                |            | ANNUALLY   |            |            |            |
|-------------|----------------|----------------|------------|------------|------------|------------|------------|
| FISCAL YEAR | EFFECTIVE DATE | EFFECTIVE RATE | PAY PERIOD | STEP 1     | STEP 2     | STEP 3     | STEP 4     |
| 2022-2023   | 10/3/2022      | 6%             | 22/15      | 115,128.00 | 120,880.00 | 126,925.00 | 133,272.00 |
| 2023-2024   | 10/2/2023      | 5%             | 23/21      | 120,884.00 | 126,924.00 | 133,271.00 | 139,936.00 |
| 2024-2025   | 9/30/2024      | 4%             | 24/21      | 125,719.00 | 132,001.00 | 138,602.00 | 145,533.00 |

## APPENDIX - B

### Lead Duties

#### Realtime Test:

- Make room reservation
- Prepare envelopes
- Create attendance sign-in sheet
- Proctor test with Supervisor or DCM
- E-mail tests to grader
- Prepare pass/no pass letters

#### Transcript Request and Appeal Notice inboxes:

- Forward transcript requests and appeal notices to reporters.
- Report problems with prelim transcripts and grand jury hearing transcripts to reporters and follow through with corrections or any issues
- Provide guidance to reporters re anticipated issues or issues arising from either transcript requests or appeal notices.
- Act as liaison between reporter and requestor.
- Contact retired reporters regarding transcript preparation and page numbering with the other reporters.
- Keep track and coordinate former reporters' transcript requests and/or appeal notices. If necessary, download notes from ACORN and/or send request for notes from RIC.
- Support for reporters regarding ACORN questions; user issues
- Contact Imaging Technologies (ACORN server company) with questions and problems.
- Act as liaison between appeal clerks and reporters.

#### Destruction letters:

- If transcript request states a hearing which took place longer than 10 years, research in Artemis or binders to ensure the notes have been destroyed. If notes have been destroyed, create destruction letter and e-mail letter to requestor.
- Create destruction letter for electronic recording.

#### CSR yearly license renewal:

- Send reminder e-mail and keep track of reporters' CSR renewed license and notify Supervisor

#### Death penalty cases:

- Send procedure memo to reporter. Maintain and keep track of hearings. Provide transcript volume and page number to reporter. Receive PO8 from reporter, have a Court Services manager sign it. Send original PO8 to Finance and copy to reporter.

#### Miscellaneous:

- Mentor pro tems and new reporters
- Coordinate special projects, i.e., notes to storage
- Help facilitate solutions and answer procedural and work-related questions from official and pro tem reporters, general public, and co-workers from other departments. If necessary, contact CSR Board for guidance.

## APPENDIX - C

Superior Court of the County of Santa Clara  
Employer Provided Employee Health and Welfare Benefit  
Plan Offerings Summary

### **Health Plan Types and Selection**

HMO -Kaiser Permanente Traditional Plan \*\*  
HMO -Valley Health Plan  
PPO -HealthNet Preferred Provider Organization  
POS -HealthNet Select Choice

### **Dental Plan Types and Selection**

Delta Dental Plan -75% Coverage / \$2000 annual max / 60% Ortho up to \$2000 lifetime  
Liberty Dental Plan (HMO) -100% Coverage / no annual max / \$1,150 Ortho max deductible

### **Vision Services Plan**

VSP – Annual Exam & Lenses @ \$20 deductible / Frames - 24 months @ \$20 deductible /  
Annual Contact Lenses up to \$120, including the exam.

### **Basic Life Insurance**

\$50,000 Term Life Insurance – 100% covered for full time employees

### **\*\*Kaiser Co-Pay Refund Program**

Office Visits Reimbursement - \$10 per visit upon submission of receipt  
RX Reimbursement - \$10 per RX upon submission of receipt

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