MEMORANDUM OF UNDERSTANDING

2025-2028

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

COURT CLERK UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the Superior Court of California, County of Orange and the Orange County Employees' Association ("OCEA") as the Exclusively Recognized Employee Organization for the Court Clerk Unit for the period beginning October 31, 2025 through October 26, 2028. Unless otherwise indicated herein, all provisions shall become effective October 31, 2025.

TABLE OF CONTENTS

TABLE OF CONTENTS 2
DEFINITIONS 5
ARTICLE I - WORKWEEK, OVERTIME AND PREMIUM PAY 8
Section 1. Workweek 8
Section 2. Overtime 9
A. Notification of Employees 9
B. Distribution of Overtime 10
C. Payment for Overtime 10
Section 3. Rest Periods and Cleanup Time 11
Section 4. Premium Pay 11
A. Night Shift Differential 11
B. On-Call Pay 11
C. Call-Back Pay 12
D. Bilingual Pay 12
ARTICLE II - PAY PRACTICES 14
Section 1. Compensation for Employees 14
Section 2. Pay for New Employees 14
Section 3. Merit Increase Within Range 14
Section 4. Salary on Promotion or Temporary Promotion 16
Section 5. Salary on Reassignment 16
Section 6. Salary on Reduction 17
Section 7. Salary on Reclassification 18
Section 8. Salary on Re-employment 19
Section 9. Changes in Salary Allocation 19
Section 10. Additional Compensation 19
Section 11. Paycheck Deposit 19
ARTICLE III - GENERAL PERSONNEL PROVISIONS 21
Section 1. Probation 21
A. New Probation 21
B. Promotional Probation 21
C. Reassignment Probation 22
D. Failure of Probation 22
E. General Provisions 23
F. Extension of Probation Periods 23
Section 2. Performance Evaluation 24
Section 3. Contents of Personnel File 24
Section 4. Status of Limited-Term Employees 25
Section 5. Temporary Promotion 25
Section 6. Temporary Assignment 26
Section 7. Re-employment of Employees on Disability Retirement 26
Section 8. Re-employment of Regular Employee 27
Section 9. Time Off for Selection Procedures 27
Section 10. Transfer Policy for OCEA Officers and Steward 27
Section 11. Training 27
Section 12. Assignment to Judges 28
ARTICLE IV – LEAVE PROVISIONS 29
Section 1. Sick Leave 29

A. Accumulation of Sick Leave 29
B. Types of Sick Leave and Permitted Uses 29
1. Personal Sick Leave (SP) 29
2. Sick Protected Time (SPT) 30
3. Sick Other Leave (SO) 31
C. Prohibited Uses of Sick Leave 32
D. General Provisions 33
E. Sick Leave Reduction Incentive Program 33
Section 2. Authorized Leave 34
A. Discretionary Leaves of Absence 34
1. Personal Leave 34
2. Extended Personal Leave 34
3. General Provisions – Discretionary Leave 34
B. Non-Discretionary Leaves of Absence 35
C. Other Leaves of Absence 37
1. Parenthood Leave 37
2. Leave for School and Child Care Activities 38
3. Bereavement Leave 38
4. Jury Service Leave 39
5. Witness Leave 39
6. Leave for OCEA Business 39
7. OCEA Presidential Leave 40
8. Workers' Compensation Leave 42
9. Catastrophic Leave 43
Section 3. Absences Caused by Illness, Injury or Pregnancy 46
Section 4. Absence Without Authorization 46
ARTICLE V - VACATION 48
Section 1. Accumulation of Vacation 48
Section 2. General Provisions 49
ARTICLE VI - HOLIDAYS 51
Section 1. Holidays Observed 51
Section 2. Eligibility for Holiday Pay 51
Section 3. Holiday Pay 51
ARTICLE VII - REIMBURSEMENT PROGRAMS 53
Section 1. Mileage Reimbursement 53
Section 2. Personal Property Reimbursement 53
ARTICLE VIII - DISCIPLINARY ACTION 54
Section 1. Discipline and Discharge Standards 54
Section 2. Reprimand and Substandard Performance Evaluation 54
Section 3. Emergency Suspensions of Five Days or Less 54
Section 4. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge 55
Section 5. Suspension 56
Section 6. Paid Suspension 56
Section 7. Reduction 56
Section 8. Discharge and Right of Appeal 56
Section 9. Polygraph Examination 57
Section 10. Investigatory Meetings 57
ARTICLE IX - GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS 58
Section 1. Scope of Grievances 58

Section 2. Basic Rules....58
Section 3. Submission of Grievances....59
Section 4. Employee Representation....59
Section 5. Time Off for Processing Grievances/Appeals....60
Section 6. Informal Discussion....61
Section 7. Grievance/Appeal Steps....61
A. Grievances....62
B. Disciplinary Appeals....62
C. Probationary Releases Alleging Discrimination....64
D. General Provisions....65
ARTICLE X - LAYOFF PROCEDURE....68
Section 1. General Provisions....68
Section 2. Order of Layoff....68
Section 3. Computation of Layoff Points....69
Section 4. Notification of Employees....70
Section 5. Voluntary Reduction in Lieu of Layoff....70
Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff....71
Section 7. Re-employment Lists....71
Section 8. Status on Re-employment....72
ARTICLE XI - ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY....74
Section 1. Treatment of Industrial Injuries....74
Section 2. Workers' Compensation Supplement Pay....74
Section 3. Exposure to Contagious Diseases....75
ARTICLE XII - SAFETY....76
Section 1. General Provisions....76
Section 2. Safety Inspection....76
Section 3. Abatement of Violations....77
Section 4. Safety Representatives....77
Section 5. Resolution of Safety or Health Complaints....78
ARTICLE XIII - OCEA AND EMPLOYEE RIGHTS....79
Section 1. Employee Rights....79
Section 2. Payroll Deduction....79
Section 3. Employee Information Listing....79
Section 4. Use of Bulletin Boards....79
Section 5. Use of Superior Court Facilities....80
ARTICLE XIV - MANAGEMENT RIGHTS....81
ARTICLE XV - NONDISCRIMINATION....82
ARTICLE XVI - POSITION CLASSIFICATION....83
Section 1. The Establishment of New Classes....83
Section 2. Reclassification of a Position....83
Section 3. Procedure for Requesting Reclassification of a Position....83
Section 4. Limitations on Concurrent Studies....84
Section 5. Review of Disputed Position Classification Decisions....84
ARTICLE XVII - INSURANCE....86
Section 1. Health Plan Premium....86
Section 2. Health Plan Enrollment....86
Section 3. Other Insurance Coverage....87
Section 4. Premium Only Plan....88

Section 5. Retiree Medical Benefit 88
ARTICLE XVIII - DEFERRED COMPENSATION....90
ARTICLE XIX - RETIREMENT....91
Section 1. Participation in County of Orange Retirement Plans....91
Section 2. Tax-Deferred Retirement Plan....92
ARTICLE XX- SEPARABILITY....93
ARTICLE XXI - RECOGNITION....94
ARTICLE XXII - FLEXIBLE SPENDING ACCOUNTS....95
Section 1. Dependent Care Flexible Spending Account (DCFSA)....95
Section 2. Health Care Flexible Spending Account (HCFSA)....95
ARTICLE XXIII- OCEA/COURT LABOR/MANAGEMENT COMMITTEE....96
ARTICLE XXIV - SALARIES....97
ARTICLE XXV - ANNUAL PERSONAL DAY....98
Section 1. Eligibility....98
Section 2. Scheduling....98
Section 3. Pay Status....98
Section 4. Restrictions....98
INDEX....99
APPENDIX A....104

DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

COURT EXECUTIVE OFFICER shall mean the Superior Court Executive Officer or their designee.

CONTINUOUS SERVICE shall mean employment in a regular position with the County or the Court which has not been interrupted by resignation, discharge or retirement. Extended Personal Leaves of absence shall not be credited toward continuous service.

COUNTY shall mean the County of Orange.

COURT shall mean the Superior Court of California, County of Orange.

DIVISION DIRECTOR/MANAGER shall mean a Division Director or Manager for the Superior Court or their designee.

DOMESTIC PARTNER shall mean those who have filed a Declaration of Domestic Partnership with the Secretary of State as defined and prescribed by California Family Code Section 297.

EMERGENCY means an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean a person employed in a position covered by the terms of this Memorandum of Understanding.

EXECUTIVE COMMITTEE shall mean the Executive Committee of Superior Court Judges or their designee(s).

EXECUTIVE OFFICER shall mean a Superior Court Executive Officer or their designee.

EXTRA HELP EMPLOYEE shall mean an employee employed in an extra help position. An extra help employee serves at the pleasure of the Superior Court in an extra help position.

EXTRA HELP POSITION shall mean a position which is intended to be occupied on less than a year-round basis including, but not limited to, the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation relief, paid sick leave and other situations involving a fluctuating staff. Ordinarily, a full-time extra help position will not be authorized for a period exceeding six (6) months. In unusual circumstances, and at the discretion of the Court Executive Officer and the Director of Human Resources, a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain their former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on an Extended Personal Leave of Absence.

LIMITED-TERM POSITION shall mean a position which the Superior Court has determined to have no anticipated long-range funding or has uncertain future funding.
PART-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of their household.

PRACTICABLE means feasible; reasonably able to accomplish.

PRESIDING JUDGE shall mean the Presiding Judge of the Superior Court or their designee(s).

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized.

SENIORITY shall mean total continuous full-time equivalent service as a regular Court or County employee.

SUPERIOR COURT shall mean the Superior Court of California, County of Orange.

TRANSFER shall mean the movement of an employee from one Justice Center or Court Division to another in the same class or reassignment as defined herein.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.

ARTICLE I - WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek or work period for employees shall be as follows:

1. Except as otherwise provided below, the official workweek for full-time employees shall be forty (40) hours and shall begin on each Friday and end with the following Thursday. Work ordered and performed in excess of forty (40) hours worked in a workweek shall be overtime.

2. The work period for employees in specified divisions may be established on a pay period basis, starting on a Friday and ending on the second Thursday thereafter. Such employees who occupy full-time positions shall be scheduled to work eighty (80) hours in each work period. Such work shall not be regularly scheduled on more than ten (10) calendar days during any work period and scheduled days off shall fall on at least two (2) consecutive calendar days. Work ordered and performed in excess of eighty (80) hours worked in a work period shall be overtime. Such work periods shall not be implemented without the parties first negotiating and attempting to reach agreement on such hours of work for each division or work unit proposing implementation of such work periods.

B. The Superior Court agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.

C. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

D. The Superior Court shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the Superior Court shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

E. Except as otherwise provided, no employee may be employed in one (1) or more positions, full or part-time, more than the total number of hours for the employee's work period as defined in A., above, except on authorized overtime.

F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule or alternate work arrangement (e.g., telework). Any denial of such a request is not subject to appeal under the grievance procedure.

1. Upon written request by OCEA, the Superior Court agrees to study the feasibility of establishing work schedules consisting of either:

a. four (4) ten (10) hour workdays per week;

b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or

c. flex time.

2. The Superior Court shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. OCEA agrees not to request more than four (4) such studies concurrently for the combined Superior Court units represented by OCEA.

4. The Superior Court agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

G. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated by the Registrar of Voters at the rate authorized for such work.

H. The Superior Court agrees to give employees a seven (7) calendar day advance notice of a temporary work location change whenever practicable.

I. The Superior Court agrees to give employees a fourteen (14) calendar day advance notice of a regular assigned work location change whenever practicable. If the proposed change in location creates a personal hardship for the employee (e.g., childcare or transportation), the employee may request an extension of an additional seven (7) calendar days.

Section 2. Overtime

A. Notification of Employees

If, in the judgment of the Superior Court, work beyond the normal workday, workweek or work period is required, the Superior Court will notify any employee who may be asked to perform such overtime of the apparent need for such overtime as soon as practicable prior to when the overtime is expected to begin.

B. Distribution of Overtime

1. The Superior Court shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. The Superior Court and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Section 2.B.2., above.

C. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1 ½) times the regular rate.

2. For all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the Superior Court. Consideration shall be given to effectuating the wishes of employees. Employees with existing compensatory time balances of eighty (80) hours shall be paid for all overtime work performed in excess of that amount.

3. Overtime hours worked by extra help employees shall be paid.

4. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by the Superior Court; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

5. No scheduled compensatory time off will be canceled except in cases of emergency.

6. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

8. An employee separating from service for reasons other than paid Court retirement shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work.

Such rest periods shall be scheduled in accordance with the requirements of the Superior Court, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift The Superior Court may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

Section 4. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall in addition to their regular salary be paid a night shift differential for each hour actually worked on the assigned night shift.

2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.

3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the Superior Court, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of their basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned to:(1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair their ability to perform assigned duties.

3. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

C. Call-Back Pay

1. When an employee returns to work because of a Superior Court request made after the employee has completed their normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which they were called back.

2. Call-back shall be paid at one and one-half (1 ½) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional fifty-eight (58) cents per hour (approximately one hundred [100] dollars per month) for all hours actually paid.

    a. An employee must be assigned by Superior Court management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.

    b. Employees must, through the course of their assignment, regularly and frequently speak and/or translate a second language, i.e., multiple times per week.

c. To become qualified, employees must be certified as qualified by the Superior Court.

2. Bilingual pay shall not apply to workers' compensation supplement pay.

3. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the Court Executive Officer, who will consider it according to:

   a. Superior Court need;

   b. availability of a qualified replacement; and

   c. availability of another suitable assignment for the requesting employee.

4. Upon the agreement of the parties, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

ARTICLE II - PAY PRACTICES

Section 1. Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed

Section 2. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired unless otherwise authorized by Superior Court.

B. If recruitment or appointment is authorized at a step higher than the recruiting step, advancement of the salary of incumbents in that class or related classes, may, in order to retain equitable relationships, be authorized.

    1. The Superior Court may adjust the recruiting step of classes wherever justified by recruiting and labor market considerations.

    2. If a recruiting step is decreased, incumbents of the class will be unaffected.

    3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.C. for new employees.

    4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have their merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

A. Extra Help employees shall not be eligible for merit increases within range.

B. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the Superior Court.

C. A new or re-employed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Extended Personal Leave of Absence (other than a Military Leave) or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Extended Personal Leave or

suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Extended Personal Leaves of Absence or suspensions.

D. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by their first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have their merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

E.

1. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step increase.

2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant merit increases for the top two (2) steps of the pay range, and if granted, in what amounts, shall be solely within the discretion of the Superior Court and shall be based on merit.

F. If, in the Superior Court's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the Superior Court shall complete the performance evaluation and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

G. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. Salary on Promotion or Temporary Promotion

A. Except as modified by B., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.

B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which they are promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

Section 5. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain their former merit increase eligibility date, except as provided in E., below.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges, their salary and merit increase eligibility date shall be determined by the Superior Court.

Section 6. Salary on Reduction

A.

1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.C., above, or the employee's salary and merit increase eligibility date may be determined by the Superior Court.

2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the Superior Court is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date they would have achieved if the employee had remained in the lower class throughout the period of their service in the higher class.

B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain their merit increase eligibility date.

D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

Y-RATE SCHEDULE

Years of Full-Time Continuous Service	Duration of Y-Rate
Less than 5 years	Two years from the date of reclassification
5 years but less than 10 years	Three years from the date of reclassification
10 years but less than 15 years	Four years from the date of reclassification
15 years but less than 20 years	Five years from the date of reclassification
20 years but less than 25 years	Six years from the date of reclassification
25 years or more	Seven years from the date of reclassification

3. When an employee on Y-Rate accepts a voluntary reduction, their salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2

Section 8. Salary on Re-employment

A. A person who is re-employed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Superior Court, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.

B. A former employee on paid County/Court retirement may be re-employed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

A. Upon request of the Superior Court, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XVII.
B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as they were receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation

Notwithstanding anything in this Memorandum of Understanding to the contrary, when in the judgment of the Superior Court it becomes necessary or desirable to utilize the services of employees in capacities other than those for which they are regularly employed, the Superior Court may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11. Paycheck Deposit

All employees will be required to authorize automatic deposit of their paycheck to a financial institution of the employee's choice. Requests for an exception made by employees will be considered on a case-by-case basis by the Chief of Human Resources or designee.

ARTICLE III - GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

A new or re-employed employee employed in a regular or limited-term position shall be placed on a new probation for fifty-two (52) weeks from the date of appointment ending with the first day of the pay period following completion of said period.

2. Part-Time Employee

A new or re-employed employee employed in a part-time regular or limited-term position shall be placed on new probation for two thousand eighty (2080) paid hours exclusive of overtime, ending with the first day of the pay period following completion of said period.

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in B.2., below.

   a. A full-time employee shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period, however, a Court Clerk I who promotes to a Court Clerk II, shall serve a probation period for twenty-six (26) weeks from the date of appointment ending with the first day of the pay period following completion of said period.

   b. A part-time employee shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of

the Superior Court is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Reassignment Probation

1. Any regular of limited-term employee who is reassigned to a class not previously occupied by the employee, shall serve a probation period for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

D. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the Superior Court at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation and Reassignment Probation

a. An employee on promotional probation or reassignment probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation or reassignment probation must not be arbitrary, capricious or unreasonable.

b. An employee who fails promotional probation or reassignment probation shall receive a performance evaluation stating the reason for failure of promotional probation.

c. When an employee fails their promotional probation or reassignment probation, the employee shall have the right to return to their former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to their former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion or reassignment to a limited-term position other than at the direction of the Superior Court shall not have the right to return to their former class.

d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in their former occupational series closest to, but no higher than, the salary range of

the class which the employee occupied immediately prior to promotion or reassignment and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that their probationary release was based on discrimination by the Superior Court in violation of Article XV, NONDISCRIMINATION, may submit a grievance at Step 3 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

E. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When the Superior Court passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 1.E. of this Article, below, and an employee who is permitted by the Superior Court to work beyond the end of a probation period shall be deemed to have passed such probation period.

F. Extension of Probation Periods

1. The granting of an Extended Personal or Military Leave of Absence shall cause the employee's probation period to be extended by the length of the Extended Personal Leave or by the length of the Military Leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended probation period resulting from the Extended Personal or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have their probation extended by the length of suspension, with the extended probation period ending with the first day of the pay period after said extended date.

2. With the mutual agreement of a new probationary employee and the Superior Court, the employee's new probation period may be extended at the sole discretion of the Court Executive Officer for a period not to exceed ninety (90) calendar days provided such action is approved by the Court Executive Officer before the normal probation period is completed. In such cases, the Superior Court shall advise OCEA in writing regarding the

extension of probation as soon as practicable. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

A. The Superior Court shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; except that employees who are at the top step of the pay range and performing at a standard level or better shall receive a performance evaluation at least every two years; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The Superior Court shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

A. Adverse statements prepared by the Superior Court shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of their official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of their official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting their suspension or discharge from service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in their official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Superior Court and the employee concerned unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article X, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Superior Court shall become a limited-term employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation and sick leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the Court. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation and sick leave accrual, retirement, layoff and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Court shall retain their former status and retain their layoff benefits in their former layoff unit. The Superior Court shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work during and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to their former class. At any time before the temporary promotion is made, such employee may request to be reassigned to their former class. In such a case, the employee shall be reassigned within five (5) working days.

B. The Superior Court may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date they would have achieved if the employee had remained in the lower class throughout the period of their service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to their former class. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Temporary Assignment

Increases in pay may be granted to recognize the temporary assignment of a majority of the duties of a higher-level classification which are significant in nature and beyond the normal scope of an employee's current position. A regular or limited term employee who is assigned on a temporary basis to perform such duties for a minimum of four (4) hours per day for a duration of at least five (5) consecutive working days and no more than four hundred eighty (480) hours (approximately twelve weeks)shall receive a premium pay of 2.75%. Such increase in pay shall not affect an employee's step advancement in the base range. No employee will receive Temporary Assignment pay for work of the higher-level classification without advance approval by the employee's Chief or designee.

Temporary assignment pay shall not affect the employee's classification or employment status.

Section 7. Re-employment of Employees on Disability Retirement

A. The Superior Court will counsel and advise employees retired for physical disability about re-employment opportunities with the Court

B. Employees retired for physical disability who, within two (2) years from date of retirement or date their disability retirement is discontinued, request and qualify for positions in Court service shall be placed on the PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. Persons on PREFERRED ELIGIBLE LISTS shall receive consideration for vacant positions

after any REINSTATEMENT LISTS have been exhausted in accordance with Article X, Section 7, but before consideration is given to candidates on other eligible lists. Persons on PREFERRED ELIGIBLE LISTS will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that: a person appointed to a regular position shall be removed from the lists; a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which they are qualified shall be removed from the lists; a person who on three (3) separate occasions, declines referral for interviews in a class for which they are qualified shall be removed from the lists.

Section 8. Re-employment of Regular Employee

A regular employee who leaves employment and is re-employed within fifteen (15) calendar days shall be deemed to have been on a Personal Leave of Absence for such period of time.

Section 9. Time Off for Selection Procedures

With reasonable advance notice to the Superior Court, a regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required during working hours for the purpose of determining eligibility for movement to another class in Court service.

Section 10. Transfer Policy for OCEA Officers and Steward

Management shall not, wherever practicable, assign an OCEA officer or steward to a different location if:

A. the employee's performance is standard or better; and

B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the Superior Court who meets the specific qualifications for the assignment.

Section 11. Training

A. Upon approval of the Court Executive Officer, employees may participate in various Superior Court sanctioned training programs. The Superior Court and OCEA will inform employees of these training programs.

B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The Superior Court agrees to discuss such requests with OCEA and consider implementation.

Section 12. Assignment to Judges

A. A Superior Court Clerk shall be selected by a judicial officer for an available position in their courtroom.

B. When a position with a judicial officer becomes available, the judicial officer shall be provided a list containing the names of qualified Superior Court Clerks interested in being considered for the assignment

C. The list shall be compiled and presented to the judicial officer by the Superior Court's Human Resources Unit. Further screening, such as interviews, submission of resumes, or tryouts, shall be left to the sole discretion of the judicial officer.

Section 13. Transfers Between Court and County

Provided that the Court remains on County payroll systems and employee transfers are permitted between the Court and County pursuant to an existing memorandum of understanding between the Court and the County, an employee transferring from a Court position to a County position will not retain any rights to return to Court employment upon transfer. For Court employees transferring to a County position, the Court will pay out accrued vacation and compensatory time upon transfer, and no leave balances of any kind will be converted to any of the county's leave programs. Probation periods for County employees hired by the Court shall be as set forth in Article III, Section 1.A. "New Probation".

It is not the intent of the parties to impact employees' service hours for purposes of retirement; the right of Superior Court employees to separate employment from the Court and be hired by the County; nor to impact current levels of retiree medical or "employee married to employee" benefits.

ARTICLE IV – LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0385 hours of sick leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately eighty [80] hours per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0577 hours of sick leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately one hundred twenty [120] hours per year).

3. Sick leave earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates service.

B. Types of Sick Leave and Permitted Uses

1. Personal Sick Leave (SP)

Personal Sick Leave may be applied to:

a. An absence necessitated by an employee's physical or mental health condition, injury, or disability due to pregnancy or childbirth.

b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the Superior Court.

c. Absences for eligible reasons due to the employee’s status as a victim of a qualified act of violence, as outlined in section 12945.8 of the California Government Code.

d. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the Court that the presence of the employee on duty would endanger the health of others.

2. Sick Protected Time (SPT)

    a. Eligible employees may use up to a specified amount of accrued and available Sick leave balances as Sick Protected Time (SPT); for eligible reasons outlined below. This time is intended to be for compliance with Labor Code sections 233 and 245 as they relate to California Paid Sick Leave.

    b. Amount of Sick Protected Time

        1. In any calendar year, employees may use up to half of the sick leave that they may accrue in a twelve-month period, calculated at the employee's current accrual rate, plus twenty-four (24) hours. The total amount of time eligible to be used as Sick Protected Time shall not be less than the time required by Labor Code 233 or Labor Code 245, or other applicable law.

    c. Sick Protected Time, as provided above, may be applied to:

        i. Absence from duty related to the care and treatment of an employee's personal illness or existing health condition, preventative health care, injury, disability due to pregnancy or childbirth, or medical and dental office appointments when absence during working hours for this purpose is authorized by the Court.

        ii. Absence from duty because the employee's presence is needed to attend to the illness, including the care, preventive care, or treatment of a family member.

        For purposes of this section, "family member," as defined by Labor Code Section 245.5(c), includes the following:

            1) A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition is applicable regardless of age or dependency status.
            2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
            3) A spouse.
            4) A registered domestic partner.
            5) A grandparent.

6) A grandchild.
7) A sibling.
8) A "designated person", as outlined in 245.5(c)(8)

iii. For a victim of domestic violence, sexual assault, or stalking, an absence related to seeking medical treatment or other relief, such as assistance through the legal system or care facilities intended to ensure the health, safety or welfare of the victim or their child, consistent with California Labor Code Sections 230 (c) and 230.1.

iv. Absences for eligible reasons due to the employee's or an eligible family member's status as a victim of a qualified act of violence. "Family member" includes a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person as outlined in section 12945.8 of the California Government Code.

e. Employees who do not work for the Superior Court for at least thirty (30) days within a year from the commencement of employment will not be eligible to be paid for any sick time provided pursuant to Labor Code Section 245 et seq.

f. If an employee separates from Superior Court employment and is re-employed by the Superior Court in a regular or limited term position within one year from the date of separation, accrued but unused sick time provided pursuant to Labor Code 245 et seq. Sick Protected Time will be restored, up to a maximum of seventy-two (72) hours. The Superior Court shall not reinstate accrued sick leave to an employee that was paid out at the time of separation from employment.

3. Sick Other Leave (SO)

Sick Other Leave (SO) is not intended for illness, injury, or medical care but may be used for personal well-being, personal business, or personal emergencies.

Employees may use up to thirty-two (32) hours per fiscal year as Sick Other. Sick Other Leave may be applied to:

a. **Personal Well-being** – An absence related to an employee's mental health and well-being, including time for self-care that does not require medical treatment.

b. **Personal Emergency** – An urgent, unforeseen personal emergency where failure to take immediate action could result in significant hardship.

c. **Personal Business** – Other personal matters that do not qualify as sick leave or a personal emergency, but are necessary for the employee's well-being (e.g. attending non-medical appointments, attending a school event, or volunteering in the community).

d. An absence due to an air pollution alert which prevents the employee from traveling to their work location.

4. Illness while on paid vacation will be charged to applicable sick leave accruals rather than vacation only under the following conditions:

a. The illness or injury of the employee or eligible family member as defined in Article IV.1.B.2.c.ii was of a nature that would preclude the effective use of vacation and would prevent the employee from performing their normal duties.

b. The employee must notify their supervisor within four (4) calendar days of the beginning of the illness or prior to the end of their vacation leave, whichever is sooner, to request that their illness on vacation be charged to sick leave.

c. The Superior Court shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

d. Upon the employee's return to work, the employee may be required to furnish the Court with a certificate signed by a licensed physician or registered nurse identifying the period of disablement.

C. Prohibited Uses of Sick Leave

Sick leave shall not be applied to:

a. Absence caused by illness or injury to a member of the employee's family except as provided in Sections B.2., or B.3., above or according to the catastrophic leave provision in Section 2.C.9 below.

b. Absences which occur on a holiday as designated in Article VI.

D. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the Superior Court has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. When a person is re-employed in a regular or limited-term position, the Superior Court may apply the period of previous continuous service for the purpose of determining sick leave earning rates.

4. When a person is employed in a regular or limited-term position, the Superior Court shall apply, upon verification of prior employment, the period of previous continuous service with another court or local, state or federal government agency for the purpose of determining sick leave earning rates. Prior employment verification must be submitted within sixty (60) days of the employee's first day of work.

E. Sick Leave Reduction Incentive Program

The Court recognizes the importance of supporting employees' overall well-being by providing opportunities to balance work and personal health needs. To encourage the responsible use of Sick Leave while offering employees flexibility in managing their accrued leave, the Court has established a Sick Leave Reduction Incentive Program.

1. The Court shall administer a Sick Leave Reduction Incentive Program, allowing eligible employees to convert up to forty (40) hours of accrued Sick leave into vacation time.

2. Each calendar year, the Court will establish and post the specific criteria for conversion. To be eligible, an employee must have completed at least one year of service (2,080 regular paid hours) as of the first pay period of the calendar year.

3. This program may be suspended if the Court determines that continued implementation is not economically or operationally feasible. In such cases, the Court will provide written notice to OCEA and, upon request, will meet with OCEA to discuss the implications of the suspension.

Section 2. Authorized Leave

A. Discretionary Leaves of Absence

A discretionary leave of absence may be granted based on the operational needs of the Court and the department in which the employee is assigned. The granting of such leave shall be at the discretion of the Court.

1. Personal Leave

   a. A regular, limited-term, or probationary employee may request a personal leave for a period not to exceed fifteen (15) calendar days. The Superior Court shall require that all accumulated compensatory and vacation accruals be used prior to granting a personal leave.

2. Extended Personal Leave

   a. A regular, limited-term, or probationary employee may request an extended personal leave of absence. Such leave, if granted, shall not exceed one (1) year. The Superior Court shall require that all accumulated compensatory and vacation accruals be used prior to granting an extended personal leave.

   b. An employee may be required to give notice two (2) weeks prior to the date they wish to return to work. If an employee does not give the required notice prior to the date they wish to return to work, the Court shall not be required to return the employee to work until the employee gives such notice; however, the Court may waive the notice or reduce the notice period at its discretion.

3. General Provisions – Discretionary Leave

   a. A request for a discretionary leave shall be made upon adopted forms and shall state specifically the reason for the request, the date when it is desired to begin the leave of absence and the date of return.

   b. A request for a discretionary leave shall normally be initiated by the employee or the employee's family member but may be initiated by the Court only where the employee is unable to initiate such action.

   c. The Court shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within ten (10) business

days of receiving the request, however this timeline may be extended as necessary; and (b) provide a copy of the decision to the employee.

d. If the Superior Court does not approve a request for Extended Personal Leave, the employee may, within fifteen (15) calendar days after receiving notice of denial, file a request for review at step 3 of the grievance procedure.

e. An extended personal leave shall not be credited toward continuous service.

f. Personal leave and extended personal leave do not run concurrently.

B. Non-Discretionary Leaves of Absence

1. A non-discretionary leave of absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a non-discretionary leave of absence will be determined according to the requirements of applicable law. The Court follows all applicable state and federal laws pertaining to non-discretionary leaves of absence, which may include, but is not limited to, Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL), the California Military and Veterans Code (MVC), and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

2. If conflicting language exists in the application of a non-discretionary leave between this Article and state or federal law, then state or federal law shall prevail.

3. Verification

a. A request for Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, the date of return, and the required documentation supporting the request.

b. Eligibility for any non-discretional leave of absence will be determined according to the requirements of applicable law.

c. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.

d. Failure to provide satisfactory verification of the necessity for a non-discretional leave of absence may be grounds for denial of the leave.

4. General Provisions – Non-Discretionary Leave

a. The twelve (12) month period for calculating non-discretionary leave entitlement will be based on a rolling 12-month lookback period, which is measured from the date an employee uses any applicable leave, unless otherwise specified by law or policy.

b. Unless otherwise prohibited by state or federal law or this agreement, non-discretionary leaves of absence will run concurrently.

c. Unless otherwise required by applicable state or federal law, any portion of the leave which is unpaid shall not be credited toward service hours.

d. Unless otherwise specified by applicable law or elsewhere in this agreement, when employees are approved for a non-discretional leave of absence, sick, compensatory, and vacation balances shall run concurrently with the approved leave as permitted by applicable law; except that in advance of the leave, employees may request in writing, to maintain accrued and available vacation and/or compensatory time not to exceed forty (40) hours as a combined total. Under all provisions in Article IV, except for Section 2.C.9 (Catastrophic Leave Provision), the Superior Court will deem that all vacation and compensatory time have been exhausted when an employee elects to keep time on the books under this provision. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article IV., Section 1.B. or the Catastrophic Leave provision in Section 2.C.9.

C. Other Leaves of Absence

1. Parenthood Leave

a. A regular, limited-term or probationary employee shall be granted, upon request, a Parenthood Leave (without pay) of up to six (6) months in connection with the birth or placement for legal adoption of a child provided the employee meets the following conditions:

i. The requested leave is commenced within six (6) months after the date of birth or placement for legal adoption of the child.

ii. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

iii. Such employee has completed new probation.

iv. All accrued vacation and compensatory time has been applied toward the absence, except as provided in Section 2.B.4.d.

b. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Parenthood Leave within any twelve (12) month period.

c. Parenthood leave runs concurrent with Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA), when FMLA and/or CFRA are used for purposes of bonding with a child. In those situations, law pertaining to those leaves shall supersede this section. Parenthood Leave does not run concurrent with Pregnancy Disability Leave (PDL).

d. In instances when Parenthood Leave is not running concurrent with FMLA or CFRA, employees are required to use available Compensatory and Vacation balances. If an employee exhausts these balances, the remaining Parenthood Leave shall not be credited toward continuous service.

e. Any unpaid portion of Parenthood Leave shall not be credited toward continuous service except as otherwise provided by law.

f. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on an Extended Personal Leave.

2. Leave for School and Child Care Activities

a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child's school-related disciplinary issue.

b. A qualifying employee may elect to apply any accrued and available compensatory or vacation accruals; or sick accruals up to the limits outlined in Section 1.B.3, towards this leave. Employees may also elect to take the leave without pay.

3. Bereavement Leave

a. Upon request, regular, limited-term or probationary employees shall receive necessary time off with pay, not to exceed five (5) days upon the death of an immediate family member. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, wife, husband, registered domestic partner, child, stepchild, grandparent, grandchild, or legal guardian.

b. Generally, time off for bereavement purposes shall be taken in whole-day increments and may be taken nonconsecutively. If requested, partial-day absences may be approved if operationally feasible.

c. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months,

prior written approval must be received from the supervisor within six (6) months of the loss.

4. Jury Service Leave

    a. A regular, limited-term or probationary employee who is called for jury service or for examination for jury service shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury service which occur during the employee's regularly scheduled working hours provided the employee waives or deposits the employee's fees for such hours of jury service, exclusive of mileage, with the County Treasurer. Fees for jury service performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury service. Such requests shall be granted if practicable.

5. Witness Leave

    a. A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at their regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

6. Leave for OCEA Business

    a. The Superior Court shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

        i. OCEA shall make a request to the Court Executive Officer or designee at least ten (10) days in advance.

ii. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.

iii. The services of such an employee are not immediately required by the Superior Court, and other competent employees are available to do the employee's usual work.

iv. Once per month, bargaining unit members whom OCEA identifies to the Court as official stewards may be released with pay for up to a total of one (1) hour for necessary round trip travel from a remote justice center to OCEA offices in Santa Ana for the monthly steward meetings. The designated representatives shall provide sufficient advance notice to their supervisor and the granting of the paid travel time shall be subject to the needs of the Court.

Once each quarter, or more frequently if the Court requests, OCEA shall provide the Court with a list of current employee representatives.

v. Once each year, the Court shall provide unpaid release time for up to five (5) designated employee representatives per bargaining unit (total of fifteen (15)) to attend two (2) days (up to sixteen (16) hours) of steward training. Depending upon Court staffing needs, the Court may decline to permit a specific employee to attend on a specific date. If the Court's staffing needs do not permit a designated employee representative to attend, OCEA may designate an alternative to attend. Designated employee representatives may, but shall not be required to, substitute vacation or compensatory time for the unpaid release time. Upon request, OCEA shall provide a written syllabus of the training to the Court.

7. <u>OCEA Presidential Leave</u>

a. The Superior Court agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

i. The Presidential Leave shall be for a minimum of eight (8) hours.

ii. The Presidential Leave is requested fourteen (14) calendar days in advance. Said notice may be waived by mutual agreement.

iii. OCEA promptly reimburses the Superior Court for all OCEA President salary expenses incurred during the Presidential Leave.

iv. OCEA promptly reimburses the Superior Court for all benefit expenses incurred during the Presidential Leave of Absence.

v. The employee shall continue to conform to the Superior Court policies that are not inconsistent with Presidential Leave.

vi. There is not a compelling need for the employee to perform Superior Court work.

vii. The employee is a standard or better performer.

viii. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on Superior Court operations, the Superior Court may reassign or transfer the individual to a less critical position in their class.

b. Vacation and sick leave accrual rates will apply to the employee as though they were on duty status.

c. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

d. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

e. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

f. Layoff points shall not be affected by Presidential Leave.

g. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or canceled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in a.iii. and a.iv. for the period that Presidential Leave is suspended or canceled. Provisions of a.i. through a.viii., above, shall be suspended during said emergency recall.

h. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

8. Workers' Compensation Leave

a. When an injury is determined to be job related in accordance with Article XI, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all sick leave has been applied to the absence, the employee shall be placed on an extended personal leave of absence until a final determination is made.

b. Workers' Compensation Leave shall continue until the employee:

i. Is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by the Workers' Compensation Appeals Board; or

ii. Is determined to be physically able to return to work with medical restrictions which the Superior Court can accept and such determination, if disputed, is confirmed by the Workers' Compensation Appeals Board; or

iii. Accepts employment outside the Superior Court; or

iv. Accepts employment in another Superior Court position; or

v. Has been found to be permanent and stationary and is not rehabilitated as provided by law; or

vi. Is retired pursuant to Government Code provisions.

c. If practicable, an employee on Workers' Compensation Leave will give notice two (2) weeks prior to the date they want to return to work.

If an employee does not give two (2) weeks' notice prior to the date they want to return to work, the Superior Court shall not be required to return the employee to work until such notice is given; however, the Superior Court may waive the notice or reduce the notice period at its discretion.

9. Catastrophic Leave

The Court will administer a Catastrophic Leave procedure designed to permit limited individual donations of vacation and/or compensatory time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition for themselves or an immediate family member.

a. Eligibility for Donations

i. To receive Catastrophic Leave Donations an employee must:

1) Have a catastrophic medical condition themselves or an immediate member of their family which will require the employee to be on an unpaid, continuous leave of absence for at least 30 calendar days.
2) For purposes of catastrophic leave, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, spouse, registered domestic partner, child, grandparent, grandchild or legal guardian.
3) Exhaust all accrued sick leave, vacation and compensatory time prior to the scheduled end of the leave. All leave balances must be exhausted prior to receiving Catastrophic Leave Donations.
4) Employees who are caring for a family member with a catastrophic illness must file a note from a certified care giver which states that the family member's presence is required. Upon presentation of documentation, employees will be permitted to use sick leave if their continued absence will require the employee to remain out for at least 30 calendar days after their vacation and compensatory balances have been exhausted.
5) Submit to Human Resources a written request for donations accompanied by a medical statement from the employee's or family member's physician; the

attending physician's statement must verify the employee's need for an extended medical leave and must include an estimated time the employee will be unable to work.

ii. Employees who receive donations under this procedure and who exhaust all donated sick leave may request an additional donation period subject to the provisions of section 9.a and 9.b, herein.

b. Donation Procedure

i. Upon receipt of a valid request for donations from an eligible employee, the Court Executive Officer (or their designee) may post a notice of the eligible employee's need for donations on bulletin boards accessible to employees and send notice via electronic mail to all court employees and commissioners; confidential medical information shall not be included in the posted notice.

ii. Employees shall be provided a two-week period to submit their donations; donations received after the submission period shall not be processed.

iii. All donations shall be voluntary.

iv. Employees may donate vacation or compensatory time to the eligible employee; sick leave may not be donated.

v. Donations must be a minimum of two (2) hours but cannot exceed sixteen (16) hours per donating employee; all donations must be made in whole hour increments.

vi. The maximum amount of leave an employee may donate under the catastrophic leave program cumulatively throughout the calendar year may not exceed the donor employee's maximum annual vacation accrual as provided for in Article V.

vii. All donations shall be irrevocable, except as provided in section 9.b.xii below.

viii. Employees wishing to donate time to the eligible employee must provide the following:

1) The donating employee's name and Social Security Number or Employee identification number.
2) The number of hours of compensatory/vacation time they wish to donate with the limitations of section 9.b.v and 9.b.vi, above.
3) The name, Court location and class title of the eligible employee to whom the time is being donated.
4) A statement from the donating employee indicating they understand that the donation of time is irrevocable, except as provided in section 9.b.xii below.
5) The donating employee's signature authorizing the transfer of the donated time to the eligible employee.

Donation authorizations which do not contain all of the above information shall not be processed.

ix. At the close of the donation period, the Superior Court shall confirm that each donating employee has accrued time balances sufficient to cover the designated donation. The donated hours will then be transferred on a straight hour to hour basis to the recipient's sick leave account in the amounts designated under section 9.b.xii below.

x. Donated hours will generally be processed on a "first-come, first-used" basis.

xi. An employee who is on a leave without pay at the time they receive a Catastrophic Leave Donation will be treated as if on an extended personal leave of absence for purposes of probation and merit increase eligibility.

xii. Donated hours will be processed in 80-hour increments for the duration of the Catastrophic Leave period. Once the Catastrophic Leave period ends for the employee, any remaining hours donated will not be processed and will be returned to the donor(s). Unused donated hours will be returned to the donor's vacation or compensatory accounts, whichever is applicable.

xiii. Should an employee receive Catastrophic Leave donations while a Workers' Compensation claim is pending, and the Workers' Compensation claim is subsequently approved, all donated hours will be returned to any donor(s) who has not separated from Court employment as of the date of claim approval.

Section 3. Absences Caused by Illness, Injury or Pregnancy

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy may not be permitted to resume work until, and unless, the employee obtains a medical clearance from a Superior Court designated physician.

Section 4. Absence Without Authorization

A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. When the Superior Court believes an employee has been absent without authorization and the Superior Court plans to invoke the provisions of 4.A., above, the Superior Court shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

1. A statement of the Superior Court's intention to implement the employee's automatic resignation and its effective date;

2. A statement of the reasons for considering the employee to have automatically resigned;

3. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. A statement of the employee's right to representation;

5. A copy of the automatic resignation provisions which apply to the employee;

6. A statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact the Superior Court; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue their employment pursuant to B. and/or C., above, shall not be paid for the period of their unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of sick leave, compensatory time, vacation or other paid leave to cover the absences is appropriate.

F. If an employee does not have authorization to be absent from work, such employee may request authorization from the Superior Court prior to the expiration of the time limit specified in A., above.

G. Notwithstanding any other provision of this Section, the Superior Court may rescind an automatic resignation.

H. Automatic resignation shall not be considered a discharge under the provisions of Article VIII, DISCIPLINARY ACTION.

ARTICLE V - VACATION

Section 1. Accumulation of Vacation

A. An employee in a regular or limited-term position with less than six thousand two hundred forty (6240) regularly scheduled paid hours, shall earn .0385 hours of vacation for each hour of pay during their regularly scheduled workweek (approximately eighty [80] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates service.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during their regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates service.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time service, an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during their regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under B., above.

D. Commencing with the pay period following that in which the employee completed twenty (20) years of continuous full-time service, an employee in a regular, probationary, or limited-term position shall earn .0962 hours of vacation for each hour of pay during their regularly scheduled workweek (approximately two hundred (200) hours per year), under the same terms and conditions as under B., above.

E. A new employee in a part-time regular or limited-term position shall earn pro rata vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) shall be determined. The same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. The same procedure shall be applied to each subsequent fifty-two (52) week period.

F. The maximum allowable vacation credit at any one (1) time for a full-time employee with less than ten (10) years of full-time continuous service shall be two hundred

forty (240) hours or a prorated amount equal to six (6) weeks of vacation for part-time employees. The maximum allowable vacation credit at any one (1) time for a full-time employee with ten (10) or more years of full-time continuous service shall be three hundred twenty (320) hours and a prorated amount equal to eight (8) weeks of vacation for part-time employees.

Section 2. General Provisions

A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.

B. An Extended Personal Leave of Absence shall cause the aforementioned ten (10) years (Article V, Section 1.C.) of full-time service to be postponed a number of calendar days equal to the Extended Personal Leave.

C. When an employee's service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C.) of service, with the part-time service being applied proportionately to the appropriate full-time interval.

D. Additional vacation earned during the period of vacation may be taken consecutively.

E. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

F. Vacation shall be scheduled for employees by the Superior Court; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

G. No scheduled vacation will be canceled, except in cases of emergency.

H. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.4.

I. No employee shall be permitted to work for compensation for the County or Superior Court in any capacity during the time of their paid vacation except as a Fire Suppression Volunteer, Deputy Sheriff -Emergency Service, Election Board Officer, or Election Night Help.

J. An employee separating from service for reasons other than paid Court retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from service by way of paid Court retirement may elect either to take time off for their vacation or to be paid for their vacation in a lump sum payment.

K. During each fiscal year, an employee may request to be paid up to sixty (60) hours of accrued vacation. Such payment shall be made upon request unless the Superior Court determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.

L. When a person is re-employed in a regular or limited-term position, the Superior Court may apply the period of previous continuous service for the purpose of determining vacation earning rates.

M. When a person is employed in a regular or limited-term position, the Superior Court shall apply, upon verification of prior employment, the period of previous continuous service with another court or local, state or federal government agency for the purpose of determining vacation earning rates. Prior employment verification must be submitted within sixty (60) days of the employee's first day of work.

ARTICLE VI - HOLIDAYS

Section 1. Holidays Observed

A. Those holidays specified in Government Code Section 6700 and Code of Civil Procedure Sections 134 and 135 are paid holidays.

B. When a holiday, as specified in 1.A. above, falls on a Sunday, the next day shall be observed as the holiday.

C. When a holiday, as specified in 1.A. above, falls on a Saturday, the Friday immediately preceding the holiday shall be observed as the holiday.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With the approval of the Superior Court, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid Superior Court retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid Superior Court retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive eight (8) hours pay computed at the employee's basic hourly rate. A part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of eight (8) hours of holiday pay.

B. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

C. Compensation for Work on Holidays

1. An employee who is required to work on any holiday other than those listed in 2. below who meets the eligibility requirements contained herein shall receive their regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1., shall be compensated as provided in Article I, Section 2.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 ½) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in C.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

D. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.

E. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with six (6) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with three (3) hours of compensatory time.

F. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the Superior Court, as provided in Article I, Section 2.C.2. of this Agreement.

ARTICLE VII - REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. An employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of their duties during each monthly period, subject to the Administrative Office of the Court's Travel Rate Guidelines.

B. An employee who is required by the Superior Court to furnish a privately owned vehicle for the performance of their duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:

    1. in which the employee has not actually worked eighty (80) hours;

    2. unless the employee claims the ten (10) dollar minimum and the Superior Court certifies that the employee was required to use a privately owned vehicle on Superior Court business.

Section 2. Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

ARTICLE VIII - DISCIPLINARY ACTION

Section 1. Discipline and Discharge Standards

A. Disciplinary actions will usually follow a progressive discipline procedure. Progressive discipline will normally include one or more warnings (oral and/or written) and one or more suspensions before a discharge is imposed. Deviations from this procedure may occur whenever the circumstances reasonably warrant that one or more steps in the progressive discipline procedure be skipped. Accordingly, circumstances may warrant an immediate suspension or discharge.

B. With the exception of layoffs for organizational necessity, discipline, up to and including termination, shall be for reasonable cause.

Section 2. Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B. A written reprimand or substandard performance evaluation (i.e., a score of less than three hundred [300] points) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 3. Emergency Suspensions of Five Days or Less

A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated Superior Court representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2. be informed of the employee's right to representation in the response;

3. be informed of the employee's right to appeal should the proposed suspension become final.

B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 4. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

    1. a description of the proposed action and its effective date(s);

    2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

    3. copies of material on which the proposed action is based;

    4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

    5. a statement of the employee's right to representation;

    6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated Superior Court representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent themself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 5. and 7. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 8. of this Article.

Section 5. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of Article IX, an appeal of suspension shall be initiated at Step 3 of the grievance/appeal procedure.

Section 6. Paid Suspension

At the Superior Court's discretion, a decision-making leave (paid suspension) may be imposed in lieu of, or in addition to, an unpaid suspension. For purposes of progressive discipline, a paid suspension shall be considered the same level of discipline as an unpaid suspension. The terms of the decision-making leave will be specified in the pre-disciplinary notice. The employee may be required to prepare and submit a written statement explaining how they plan to achieve standard or better overall job performance or conduct, if they decide to return to work following the decision-making leave.

Section 7. Reduction

A. No regular employee or limited-term employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article IX, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at Step 3 of the grievance/appeal procedure.

Section 8. Discharge and Right of Appeal

A. No regular or limited-term employee shall be discharged except for reasonable cause.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article IX, a discharge may be appealed directly to Step 4 of the grievance/appeal procedure.

Section 9. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 10. Investigatory Meetings

A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee's right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent themself or may be represented by OCEA in an investigatory meeting.

ARTICLE IX - GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of State law, Rules and/or orders of the Superior Court, or Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classification;

4. standard or better performance evaluations.;

5. failure of new probation where discrimination is not alleged.

Section 2. Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding their grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a Superior Court representative does not render a decision to the employee within the time limits, the employee may, within seven (7) calendar days thereafter, appeal to the next step in the procedure.

C. If it is the judgment of any management representative that they do not have the authority to resolve the grievance/appeal, they may refer it to the next step in the procedure. By mutual agreement of the Superior Court and OCEA, any step of the procedure may be waived.

D. The Court Executive Officer may temporarily suspend grievance/appeal processing on a section-wide, division-wide or court-wide basis, in an emergency situation. OCEA may appeal this decision to a panel comprised of the Court's Presiding Judge, Assistant Presiding Judge and one Supervising Judge.

E. Upon written consent of the parties (i.e., the representatives of the Superior Court and the employee or their representative), the time limits at any step in the procedure may be extended.

F. Every reasonable effort shall be made by the employee and the Superior Court to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

H. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the Superior Court and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the Superior Court must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the Superior Court, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 3.

Section 4. Employee Representation

A. An employee may represent themself or may be represented by OCEA in the formal grievance/appeal procedure.

B. Authorized stewards shall be regular Superior Court employees, in the same Representation Unit as the grievant/appellant, who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify the Court Executive Officer of the names and titles of such representatives.

C. Representation at Step 1 of the grievance procedure shall be limited to either an authorized employee steward employed in the Representation Unit in which the grievance is filed (an OCEA Steward) or an OCEA staff representative. If an OCEA staff representative is present at Step 1, a member of Court Human Resources staff may also be present.

   An OCEA staff representative may represent the employee at Steps 2, 3, and 4 of the grievance/appeal procedure. A member of Court Human Resources staff may be present at Steps 2, 3, and 4 of the grievance/appeal procedure.

D. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 3 and Step 4 of the grievance/appeal procedure and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

   1. an employee who has a grievance/appeal in order to attend a meeting with their supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with their steward;

   2. an authorized steward in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate Court records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

   1. Before performing grievance/appeal work, the grievant/appellant or steward shall obtain permission of their supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

   2. Neither the grievant/appellant nor the steward shall interrupt or leave their job to perform grievance/appeal work if their supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized steward must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

    a. the representative checks in and checks out with the supervisor of the unit; and

    b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with their immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Immediate Supervisor

An employee may formally submit a grievance to the immediate supervisor within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the immediate supervisor and/or such other representative(s) as may be designated by the Superior Court shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant. The Superior Court shall, whenever practicable, notify the grievant if more than two (2) management representatives shall attend the Step 1 grievance meeting.

Step 2: Division Director/Manager

If the grievance is not settled under Step 1, it may be presented to the Division Director/Manager. The grievance shall be submitted within seven (7) calendar days after the receipt of the written decision from Step 1. Within seven (7) calendar days after the receipt of the written grievance, the Division Director or their representative(s) shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant.

Step 3: Court Executive Officer

If the grievance is not settled under Step 2 and it concerns:

A. an interpretation or an application of this Memorandum of Understanding;

B. a substandard performance evaluation;

C. a deferral or denial of a merit increase, or a dispute about the number of Steps granted;

D. a written reprimand; or

E. a probationary release alleging discrimination;

it may be appealed in writing to the Court Executive Officer within seven (7) calendar days after receipt of the written decision from Step 2. Appeal of a suspension and/or a reduction may be submitted in writing at Step 3 within ten (10) calendar days after receipt of the notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Court Executive Officer or their representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Court Executive Officer in B., C., and D., above, shall be final and binding and shall not be referable to an Impartial Hearing Officer.

Step 4: Impartial Hearing Officer

A. Grievances

1. If a grievance is not resolved under Step 3, a request for a hearing by an Impartial Hearing Officer may be presented in writing to the Court Executive Officer within seven (7) calendar days from the date a decision was rendered at Step 3. As soon as practicable thereafter, or as otherwise agreed to by the parties an Impartial Hearing Officer shall hear the grievance and render an advisory decision.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled hearing before the Impartial Hearing Officer.

B. Disciplinary Appeals

1. Submission Procedure

a. If an appeal from suspension or reduction is not settled at Step 3, a request for a hearing an Impartial Hearing Officer may be presented to the Court Executive Officer within seven (7) calendar days from the date the decision was rendered.

b. A request for a hearing by an Impartial Hearing Officer of any discharge appeal may be presented to the Court Executive Officer within ten (10) calendar days from the date the action becomes final.

c. All disciplinary appeals shall be signed by the appellant or by a representative of OCEA and shall be submitted in writing.

d. The issues in all disciplinary appeals shall be: Was (employee's name) (suspended/reduced/discharged) for reasonable cause? If not, what remedy is the recommended remedy under the provisions of Article IX, Section 7. of this Memorandum of Understanding?

e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Court Executive Officer, an Impartial Hearing Officer shall hear the appeal. However, if the matter is not calendared for hearing within twelve (12) months of the date the appeal is filed at Step 4, the appeal shall be deemed withdrawn and closed.

f. A written decision of the Impartial Hearing Officer shall be given to the parties.

2. Findings of Facts and Remedies

An Impartial Hearing Officer may recommend sustaining, reducing or rescinding an appealed disciplinary action as follows and subject to the following restrictions:

a. All Disciplinary Action

If the Impartial Hearing Officer finds that the disciplinary action was taken for reasonable cause, they shall recommend sustaining the action.

b. Suspensions/Reductions

If the action is recommended to be modified or rescinded, the Impartial Hearing Officer shall recommend which pay and/or fringe benefits should be restored to the appellant.

c. Discharges

1. If an Impartial Hearing Officer recommends that the order of discharge be modified, they shall recommend that the appellant be restored to a position in their class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the appellant was removed from duty.

2. If an Impartial Hearing Officer recommends that the order of discharge should be rescinded, they shall recommend that the appellant be reinstated in a position in their former class and receive pay and fringe benefits for all of the period of time they were removed from duty.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the appellant received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to an Impartial Hearing Officer in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Step 4.A., above.

a. The issue shall be: Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XV, NONDISCRIMINATION, of the Memorandum of Understanding between the parties?

b. If so, what is the recommended remedy under the provisions of Article IX, Section 7.C.2., Findings of Facts and Remedies of this Memorandum of Understanding?

2. Findings of Facts and Remedies

a. In the event an Impartial Hearing Officer finds no violation of Article XV, NONDISCRIMINATION, they shall recommend the grievance be denied and the issue of remedy becomes moot.

b. In the event an Impartial Hearing Officer finds a violation of Article XV, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, they shall recommend the grievance be denied and the issue of remedy becomes moot.

c. In the event an Impartial Hearing Officer finds a violation of Article XV, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, an Impartial Hearing Officer's recommendation shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

1. The probationary release may be sustained.

2. The employee may be reinstated in a position in their former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

3. The employee may be reinstated in a position in their former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. Grievance/Appeal hearings by an Impartial Hearing Officer shall be private.

2. Within 10 days of the date that the employee files the notice of appeal, the court and the employee, or if the employee is represented, the employee's representative, shall attempt mutually to agree on an experienced labor arbitrator to serve as the Government Code section 71653 impartial hearing officer. The parties may extend this date by mutual consent. If the parties are unable mutually to select an arbitrator, they shall request a list of seven experienced labor arbitrators from the State Mediation and Conciliation Service or other mutually agreed upon resource.

3. The proceedings shall conform with the provisions of Sections 71653(b) through (f) of the Government Code.

4. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party

requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

5. An employee shall not suffer loss of pay for time spent as a witness at an appeals hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

6. At the hearing, both the appealing employee and the Court shall have the right to be heard and to present evidence. The following rules shall apply:

    a. Oral evidence shall be taken only on oath or affirmation.

    b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in their own behalf, the employee may be called and examined as if under cross-examination.

7. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded. Resolution of issues concerning procedure and evidence shall be decided by the Impartial Hearing Officer.

8. The cost of the hearing officer shall be equally shared by the appellant and the Court.

9. The hearing officer shall have no authority to add to, detract from, alter, amend, or modify any of the Court's rules, policies, procedures or this Memorandum of Understanding.

10. All Impartial Hearing Officer decisions shall be reviewed by a panel comprised of the Superior Court's Presiding Judge, Assistant Presiding Judge and one Supervising Judge.

11. The decision of the hearing officer in disciplinary appeals shall be reviewed as provided in Section 71654 (a) through (c) of the Government Code.

ARTICLE X - LAYOFF PROCEDURE

Section 1. General Provisions

A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B. This procedure shall not apply to employees who have special or unique knowledge or skills which are of special value in the operation of the Superior Court.

C. Section 7., Re-employment Lists, and Section 8., Status on Re-employment, of this Article, shall not apply if the Superior Court has a written agreement with an employer, public or private, which guarantees the employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by Bargaining Unit employees and the new employer makes such an offer in writing to the employee.

D. The term "occupational series" in this article refers exclusively to occupational series for layoff purposes and has no bearing on that terminology contained in any other section of the MOU.

Section 2. Order of Layoff

A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of the Court Executive Officer shall be laid off in an order based on consideration of:

    1. employment status,

    2. past performance,

    3. length of continuous service.

B. Layoffs shall be made by class except that:

    1. Where a class has a dual or multiple concept, the Court Executive Officer may authorize a layoff by specialty within the class.

    2. Where appropriate, the Court Executive Officer may authorize a layoff by division or smaller unit.

C. Within a class, employees shall be subject to layoff in the following order:

Employment Status	Layoff Order
First – Temporary Promotion	Determined by Superior Court
Second – New Probationary	Determined by Superior Court
Third - Regular/Promotional Probationary	Layoff Points

After all employees on temporary promotion and new probationary employees have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the Superior Court shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to their former class and shall be subject to layoff in accordance with this procedure.

E. OCEA may designate employees who are regular OCEA officers or stewards to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For each point below three hundred (300) on the last "Performance Evaluation Report," for the class currently held by the employee, the employee shall earn five (5) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5. and 6. and the right of the employee to advise the Superior Court of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B.

1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify the Superior Court in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the Superior Court of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify the Superior Court of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to the Superior Court pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.

4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the Superior Court as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on SUPERIOR COURT REINSTATEMENT LISTS pursuant to Section 7.A. and B., below.

Section 7. Re-employment Lists

A. The names of persons laid off, persons exercising their rights under Section 5, and/or persons who voluntarily reduced under the provisions of Section 6 shall be placed on SUPERIOR COURT REINSTATEMENT LISTS for each class in the occupational series at or below the level of the class from which laid off. The names of such persons shall be placed on SUPERIOR COURT REINSTATEMENT LISTS in the order of their respective layoff points, going from highest to lowest.

B. Positions to be filled shall be offered first to persons on the SUPERIOR COURT REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

C. The names of persons laid off shall be placed on the SUPERIOR COURT PREFERRED ELIGIBLE LIST for the class from which they were laid off and for

any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. Persons on the SUPERIOR COURT PREFERRED ELIGIBLE LISTS shall receive consideration for vacant positions after any Reinstatement Lists have been exhausted but before consideration is given to candidates on other eligible lists.

D. Names of persons placed on the SUPERIOR COURT REINSTATEMENT LIST and the SUPERIOR COURT PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.

3. An employee who upon retirement signs a statement electing not to be eligible for re-employment under this provision shall have their name excluded from the aforementioned lists.

E. Re-employment lists shall be available to OCEA and affected employees upon reasonable request.

Section 8. Status on Re-employment

A. An employee who has been laid off under the provisions of this Article and is subsequently re-employed in a regular or limited-term position within a two (2) year period from the date of their layoff shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Section 1.B. if re-employment is in

a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently re-employed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:

    1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

    2. The merit increase eligibility date shall be reestablished as determined by the Court Executive Officer.

    3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently re-employed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

    1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

    2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though they are being promoted from such class.

ARTICLE XI - ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq.

Section 2. Workers' Compensation Supplement Pay

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation Temporary Total Disability (TTD) benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

B. Workers' compensation supplement pay shall begin the same day as TTD benefits. Prior to qualifying for TTD benefits, an injured employee may, at their option, use any accrued sick leave, compensatory time and/or vacation, in that order.

C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any sick leave, compensatory time or vacation time previously accumulated by the employee. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives TTD benefits.

D. When an injury is determined to be job-related by the Court or by the Workers' Compensation Appeals Board, eighty (80) percent of all sick leave, compensatory time and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s) within two pay periods following the commencement of TTD payments, absent extenuating circumstances; except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all sick leave, compensatory time and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date any period of TTD commences shall be considered service for merit increase eligibility and completion of the probation period.

F. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at their option, use sick leave, compensatory

time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of seniority and determination of sick leave and vacation earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a Superior Court-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed forty (40) working hours for a full-time employee or seven (7) calendar days for a part-time employee. If the absence extends beyond the applicable period, sick leave, compensatory time and vacation may be used, at the employee's option, in that order.

ARTICLE XII - SAFETY

Section 1. General Provisions

Recognizing that a safe work environment is of substantial benefit to both the Superior Court and employees, the Superior Court and OCEA mutually agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee's health or safety.

B. The Superior Court shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from their supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the Superior Court Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The Superior Court shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the Superior Court shall provide the necessary first aid kits in each location.

G. Wherever practicable, the Superior Court shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

During inspection of Superior Court facilities conducted by the State Division of Industrial Safety for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany

the inspector while the inspector is in the Superior Court. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.

Section 3. Abatement of Violations

In any instance in which the Superior Court is cited for a violation of CAL/OSHA, the Superior Court shall abate the cited hazard to health or safety within the abatement period required.

Section 4. Safety Representatives

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a Superior Court designated supervisor or manager for each Superior Court facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from their supervisor prior to performing such work and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave their job to perform such work unless their supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When the authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:
    a. the Safety Representative checks in and checks out with the supervisor of the unit; and

b. the Safety Representative does not unduly interfere with the work of the unit.

Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the Superior Court Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 3 of the grievance procedure.

ARTICLE XIII - OCEA AND EMPLOYEE RIGHTS

Section 1. Employee Rights

The Superior Court shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2. Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the Superior Court from the pay warrants of such members. The Superior Court shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the Superior Court, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3. Employee Information Listing

Once each quarter, during the term of this Memorandum, the Superior Court shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, department, timekeeping location, salary range and step. The Superior Court shall also provide OCEA with any other information needed pursuant to Article XVII, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4. Use of Bulletin Boards

Space shall be made available to OCEA on Superior Court bulletin boards within the Representation Unit provided such use does not interfere with the needs of the Superior Court and material posted is not derogatory to the Court, other employee organizations, or to Superior Court employees. Notice shall be dated and signed by authorized representatives of OCEA responsible for its issuance.

Section 5. Use of Superior Court Facilities

OCEA may, with the approval of the Court Executive Officer, hold meetings of their members at Superior Court facilities during non-working hours provided request is made to the Court Executive Officer as to the specific location and dates of the meeting prior to such meeting.

ARTICLE XIV - MANAGEMENT RIGHTS

The Superior Court retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the Superior Court and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.

ARTICLE XV - NONDISCRIMINATION

Section 1.

The parties agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination in compliance with applicable laws including the California Fair Employment and Housing Act and Title VII of the Civil Rights Act.

Covered characteristics (as defined by applicable statute) include, but are not limited to: race, religion, color, sex, age, marital status, disability, national origin or ancestry.

Section 2.

OCEA shall not discriminate in membership or representation on any basis cited in Section 1. of this Article.

ARTICLE XVI - POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

OCEA will be provided an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The parties agree to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before approving and implementing the class.

Section 2. Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the Superior Court may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3. Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes their position is not properly classified may submit a written request to the Court Executive Officer that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate Superior Court response to an employee's request for reclassification includes, but is not limited to, denial of request or initiation of a classification study.

A. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.

B. If a study of the position is initiated at the employee's request as provided above and the employee does not agree with the classification decision as approved by the Superior Court, the employee may submit the request to OCEA.

Step 3: After receiving an employee request for study, OCEA may request in writing that a classification study of the position be initiated or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Court Executive Officer in conjunction with the Executive Officer of Human Resources shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

A. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Court Executive Officer receives the completed Position Description Form, OCEA shall be notified of the appropriate classification of the position.

B. If the study is justified, and the request is made under Step 2.B., the study shall be completed in thirty (30) days and the results communicated to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

C. If the study is not justified, OCEA shall be notified within fifteen (15) days. OCEA may accept the position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. There shall be no requirement to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds five (5) positions for the combined Superior Court Units represented by OCEA.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of Superior Court employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.

Section 5. Review of Disputed Position Classification Decisions

A. If the Superior Court does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or OCEA does not agree with a position classification decision as approved by the Superior Court after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no

more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

B. The consultant's review shall be documented on forms supplied by the Superior Court and used by the Superior Court for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Superior Court Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision at Step 4 of the procedure described in Section 3., above.

E. A consultant shall be chosen who has experience in conducting position classification analysis for local governmental agencies. The consultant will be chosen by a committee with an equal number of Superior Court and OCEA members. The cost of the consultant shall be shared equally by the Superior Court and OCEA.

ARTICLE XVII - INSURANCE

Section 1. Health Plan Premium

A. Except as modified in Section 1.C., below, the Superior Court will offer health plans to each full-time regular, limited-term, or probationary employee and such employee's dependents in accordance with applicable law. The eligibility requirements and Superior Court contribution rates towards the monthly premiums shall be those established in the County General Unit Memorandum of Understanding as approved by the Orange County Board of Supervisors.

B. Except as modified in Section 1.C., below, the Superior Court will offer health plans to each part-time regular, limited-term or probationary employee and such employee's dependents in accordance with applicable law provided the employee's normal workweek consists of at least twenty (20) hours. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek. All eligibility requirements and Superior Court contribution rates towards the monthly premiums shall be those established in the County General Unit Memorandum of Understanding as approved by the Orange County Board of Supervisors.

C. In accordance with applicable state and federal law, the Superior Court shall continue to pay health insurance premiums for employees on an approved leave as provided in A and B, above, to the extent required.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled for coverage in health plans effective the first day of the month following the first thirty (30) days of employment. Full-time employees who are eligible for healthcare and fail to elect a plan will be enrolled in the Wellwise Choice PPO health plan, employee only coverage. Part-time employees who are eligible for healthcare and fail to elect a plan will be enrolled in the Sharewell Choice PPO health plan, employee only coverage. All enrollment requirements shall be those established in the County General Unit Memorandum of Understanding as approved by the Orange County Board of Supervisors.

B. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

C. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan.

D. The County shall provide an open enrollment period once each calendar year for employees, employees' eligible dependents, and retirees, to change their enrollment in a County health plan.

E. The parties agree to reopen this agreement if at any time during the life of the agreement the County either refuses to continue to administer Court benefits or prices those benefits in such a way as to not be cost effective to continue with the County administered benefits. The Court agrees to provide promptly to OCEA information relevant to bargaining unit members that may reasonably impact whether the County will discontinue to provide the benefit(s) or price the benefit(s) so that it is not competitive.

Section 3. Other Insurance Coverage

A. The Superior Court shall, on a biweekly basis, forward an amount equal to the rate paid by the County as set forth in the County General Unit Memorandum of Understanding for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund; the Superior Court shall forward at least monthly an amount equal to the rate paid by the County as set forth in the County General Unit Memorandum of Understanding for each regularly scheduled hour in each full pay period of unpaid leave to the extent required by applicable law.

B. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in this Representation Unit.

C. Insurance coverage provided through the trust fund with monies contributed by the State and Superior Court shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.

D. OCEA shall indemnify and hold the Superior Court harmless from any claims or legal actions brought under this Section.

E. Not more than once each year, upon written request, the trustee of the trust fund will provide the Superior Court with correspondence verifying the trust fund's compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the Superior Court with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500.

2. The annual report shall include the following information:

a. The actual cost of benefits provided by the trust fund;

b. Member contributions to the cost of benefits provided by the trust fund;

c. Rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in this report, these shall be provided separately);

d. A summary of other trust fund expenditures; and

e. The beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the Superior Court within thirty (30) days of either the Court's written request or the report's completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transactions of the trust fund during the previous year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted in the Internal Revenue Code. Under the plan, an employee's gross taxable salary will be reduced by the amount of their share of the premium costs of County-provided health insurance coverage.

Section 5. Retiree Medical Benefit

A. The parties agree to reopen this agreement if at any time during the life of the agreement the County either refuses to continue to administer the retiree medical benefit for the Court or prices the retiree medical benefit in such a way as to not be cost effective to continue with the County administered retiree medical insurance. The Court agrees to provide promptly to OCEA information relevant to bargaining unit members that may reasonably impact whether the County will discontinue to provide the retiree medical benefit or price the benefit so that it is not competitive.

B. The parties agree to reopen this agreement if at any time during the life of the agreement the County provides written agreement to implement a revision to or replacement of the current Retiree Medical Benefit. In that event, the parties shall endeavor to revise or replace the current Retiree Medical Benefit within the same or substantially similar terms as the County benefit.

ARTICLE XVIII - DEFERRED COMPENSATION

An employee in a regular or limited term position may, at their request, participate in the County's Deferred Compensation Plan.

ARTICLE XIX - RETIREMENT

Section 1. Participation in County of Orange Retirement Plans

A. To the extent permitted and required by law (i.e., The County Employees Retirement Law, commonly referred to as the "1937 Act", as contained in Government Code section 31450 et seq.), eligible Court employees shall participate in the defined benefit retirement plans administered by the County of Orange (i.e., the plan sponsor).

1. Court-specific provisions related to the "2.7% at age 55" plan

    a. Effective with the pay period that commences on June 29, 2012, general members in this bargaining unit will make an additional retirement contribution to the retirement system, in an amount equal to the reverse pick-up amount paid by the County General Unit of their compensation earnable. This contribution shall be in addition to the normal employee contribution required to help provide full reserve funding of cost-of- living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration of this MOU, for the purpose of amortizing, over a thirty (30) year period, the cost of the retirement benefit improvement resulting from the adoption of the "2.7% at 55" benefit formula in Section 31676.19 of the Government Code.

    b. It is the intent of the parties that the implementation of the "2.7% at age 55" retirement benefit formula shall be without additional cost to the Superior Court. After implementation of this benefit, the Superior Court and OCEA will annually review its cost (including costs impacted by changes in investment earnings).

2. Court-specific provisions related to the "1.62% at age 65" retirement benefit formula (Plan P).
    a. Eligible Court employees who are participants in the 1.62% at age 65 plan will not be subject to any reverse pick up contributions in accordance with Government Code section 31678.3(d) for Plan I or Plan J (i.e., the 2.7% at age 55 plans).

3. Court-specific provisions related to the "2.5% at age 67" retirement benefit formula (Plan U).
    a. Eligible Court employees who are participants in the 2.5% at age 67 plan will not be subject to any reverse pick up contributions in

accordance with Government Code section 31678.3(d) for Plan U (i.e., the 2.5% at age 67 plan).

Section 2. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which allows employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.

ARTICLE XX- SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXI - RECOGNITION

Pursuant to the Superior Court Personnel Policies and Regulations and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Court Clerk Unit for classes in effect on August 5, 1994. Said classes are listed in Appendix A.

ARTICLE XXII - FLEXIBLE SPENDING ACCOUNTS

Section 1. Dependent Care Flexible Spending Account (DCFSA)

The County will administer a Dependent Care Flexible Spending Account that will allow eligible Court employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee's dependent care flexible spending account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County's Section 125 Plan document.

Section 2. Health Care Flexible Spending Account (HCFSA)

The County will administer a Health Care Flexible Spending Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee's health care flexible spending account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County's Section 125 Plan document.

ARTICLE XXIII- OCEA/COURT LABOR/MANAGEMENT COMMITTEE

Labor Management Committees (LMC's) generally shall be assembled on an ad hoc or project basis and shall be comprised of equal numbers of OCEA members and Superior Court management employees.

A standing workplace issues committee shall meet as needed, and shall be comprised of no more than five (5) OCEA members and five (5) Superior Court management employees. Members of this standing committee shall be scheduled to meet no less than quarterly and if there are no new or pending workplace issues, the scheduled quarterly meeting shall be cancelled.

Members shall generally be appointed for continuous periods of service of no longer than two (2) years.

The OCEA sponsor shall be notified and invited to participate on the committees, as will the Superior Court sponsor (or designee). The sponsors may attend or participate, as they deem necessary. OCEA members of the committees shall be recruited and selected by OCEA.

ARTICLE XXIV - SALARIES

Wages:

1. Base Increase
    a. Effective as of the first day of the full pay period following ratification by both parties, all classes shall receive a general salary increase of **two percent (2%)** to base pay.
    b. Effective November 13, 2026, all classes shall receive a general salary increase of **two percent (2%)** to base pay.

2. Lump Sum Payment
    a. Effective November 12, 2027, each regular, limited term or probationary employee in a General, Court Clerk, or Supervisor unit who is regularly scheduled to work 40 hours per week (i.e., R80) and who is employed by Orange County Superior Court on the effective date shall receive a lump sum payment in the gross amount of **$500.00 (five hundred dollars)**. Employees who are regularly scheduled to work less than 40 hours per week will be provided a pro-rated amount based on their regularly scheduled hours of work.

ARTICLE XXV - ANNUAL PERSONAL DAY

Section 1. Eligibility

Each regular, limited-term, and probationary employee in an active paid status shall receive one (1) paid day off per calendar year. The day off will be referred to as "Annual Personal Day."

Section 2. Scheduling

A. Annual Personal Day shall be scheduled by the Superior Court on the employee's date of birth, unless an exception in subsection B, C, or D, below, applies.

B. When an employee's date of birth falls on a Sunday, the employee shall receive the next regularly scheduled workday (i.e., Monday) off.

C. When an employee's date of birth falls on a Saturday, the employee shall the receive prior regularly scheduled workday (i.e., Friday) off.

D. When an employee's date of birth falls on a designated Superior Court holiday or other scheduled day off, the employee shall receive the next regularly scheduled workday off.

E. If operational needs prevent taking the day off on the employee's date of birth, management may schedule the Annual Personal Day off on an alternate date within the same pay period as the employee's date of birth. Consideration shall be given to the wishes of the employee when scheduling.

Section 3. Pay Status

Employees who are scheduled to work but are permitted to take the day off for Annual Personal Day shall receive their regular pay for the number of hours they are normally scheduled to work that day, computed at the employee's basic hourly rate.

Section 4. Restrictions

Time off in observance of Annual Personal Day is non-cumulative. It shall not be carried over nor may it be cashed out upon separation or at any other time. Employees on a leave of absence are not eligible to participate.

INDEX

A

Absence Without Authorization 48
Absences Caused by Illness, Injury or Pregnancy 48
Acummulation of Sick Leave 31
Air Pollution Alert 34
Annual Personal Day 102
Assignment to Judge 29

B

Breaks - Rest Periods 12

C

Call-Back Pay 13
Compensation for Employees 15
Compensatory Time, Usage, Payment, Accrual 11, 54
Contagious Diseases 79
Continuous Service, Definition of 5

D

Deferred Compensation 94
Definitions 5
Dependent Care Assistance 99
Disability Retirement - Re-Employment of Employees on 28
Disciplinary Action - Appeals 66
Disciplinary Action - Discharges 67
Disciplinary Action - Polygraph Examination 59
Disciplinary Action - Pre-Disciplinary Hearing 57
Disciplinary Action - Reduction 58
Disciplinary Action - Reprimand 56
Disciplinary Action - Substandard Performance Evaluation 56
Discrimination - Nondiscrimination 86
Discrimination - Probationary Releases Alleging Discrimination 67
Division Director - Definition of *5*

E

Election Work 10
Emergency - Definition of 6
Emergency - Emergency Suspensions 56
Emergency - Situation, Work in 56
Employee - Information Listing 83
Employee - Rights 83
Executive Committee - Definition of 6
Executive Officer - Definition of 6
Extension of Probation 24
Extra Help Employee - Definition of 6
Extra Help Position - Definition of 6

F

Failure of Probation 23
File, Personnel - Contents of 25
Flex Time 10
Full-Time Employee - Definition of 6

G

Grievance/Appeal Procedure 61
Grievance/Appeal Procedure - Employee Representation 62
Grievance/Appeal Procedure - Informal Discussion 64
Grievance/Appeal Procedure - Scope of 61
Grievance/Appeal Procedure - Submission of 62
Grievance/Appeal Procedure - Time Off for Processing 63

H

Health Insurance (Medical Insurance) 90
Holiday Pay 53
Holidays 53
Holidays - Compensation for Holidays on Scheduled Days Off 54
Holidays - Eligibility for Holiday Pay 53
Holidays - Observed 53
Hours of Work (Workweek) 9

I

Industrial Injuries - Treatment of 78
Insurance - Trust Fund 91
Insurance (Health) 90
Investigatory Meetings 59

J

Judge - Assignment to 29

L

Labor Management Committees 100
Layoff Procedure 71
Layoff Procedure - Computation of Layoff Points 72
Layoff Procedure - Re-employment Lists 74
Layoff Procedure - Special Seniority 72
Layoff Procedure - Voluntary Reduction in Lieu of Layoff 73
Layoff Procedures - General Provisions 71
Layoff Procedures - Notification of Employees 73
Layoff Procedures - Order of Layoff 71
Leave - Bereavement 40
Leave - Catastrophic 45
Leave - Discretionary 36
Leave - Extended Personal Leave 36
Leave - Jury Service 41
Leave - Military 24
Leave - Non-Discretionary Leave of Absence 37
Leave - OCEA Business 41
Leave - OCEA Presidential Leave 42
Leave - Parenthood 39
Leave - Personal Leave 36
Leave - School and Child Care Activities 40
Leave - Types of Sick Leave and Permitted Uses 31
Leave - Witness 41
Leave - Workers' Compensation 44
Limited-Term Employee - Definition of *6*
Limited-Term Employees - Status of *26*
Limited-Term Position - Definition of *6*

M

Maintenance Classification Review *87*
Management Rights *85*

Medical Insurance 90
Merit Increase 15
Mileage Reimbursement 55
Military Leave 24

N

New Employees - Pay for 15
New Probation 22
Night Shift Differential 12
Nondiscrimination 86

O

On-Call Pay 13
On-the-Job Injury 78
Overtime 10
Overtime - Distribution of 11
Overtime - Notification of Employees 10
Overtime - Payment for 11
Overtime - Workweek 9

P

Part-Time Employee 22
Part-Time Employee - Definition of 6
Pay - Call-Back 13
Pay - Check Deposit 21
Pay - for New Employees 15
Pay - Holiday 53
Pay - On-Call 13
Pay - Practices 15
Pay - Premium 12
Pay - Y-Rate, Definition of 8
Payroll Deduction 83
Performance Evaluation 25
Personal Emergency - Definition of 7
Personnel File - Contents of 25
Polygraph Examination 59
Position Classification 87
Position Classification - Establishment of New Classes 87
Position Classification - Maintenance Review 87
Position Classification - Requesting Reclassification 87
Position Classification - Review of Disputed Decision 89
Pre-Disciplinary Hearing 57
Premium Only Plan 92
Premium Pay 12
Presiding Judge - Definition of 7
Probation 22
Probation - Extension of **24**
Probation - Failure of **23**
Probation - General Provisions **24**
Probation - New **22**
Probation - Promotional **22**
Probation - Reassignment 23
Probationary Employee - Definition of **7**
Promotion - Definition of **7**
Promotion - Probation **22**
Promotion - Salary on **17**
Property Reimbursement **55**

R

Reassignment - Definition of **7**

Reassignment - Probation 23
Reassignment - Salary on **17**
Reclassification - of a Position **87**
Reclassification - Salary on **20**
Recognition **98**
Recruiting Step - Definition of 7
Reduction **18**, **58**
Reduction - Definition of 7
Reduction - Hearing **57**
Reduction - Salary on **18**
Re-employment - Employees on Disability Retirement **27**, **28**
Re-employment - Employees on Layoff **74**
Re-employment - Regular Employee **28**
Re-employment - Salary on **20**
Re-employment - Status on **75**
Regular Employee - Definition of 7
Regular Employee - Re-employment of **28**
Regular Position - Definition of 7
Reimbursement - Mileage **55**
Reimbursement - Personal Property **55**
Reprimand **56**
Rest Periods **12**
Retiree Medical Benefit **92**
Retirement - Deferred **96**

S

Safety **80**
Safety - General Provisions **80**
Safety - Representatives **81**
Safety - Resolution of Complaints **82**
Safety - Violations, Abatement of **81**
Safety -Inspection **80**
Salary **101**
Salary - on Promotion **17**
Salary - on Reassignment **17**
Salary - on Reclassification **20**
Salary - on Reduction **18**
Salary - on Re-employment **20**
Seniority - Definition of 7
Separability **97**
Shift Change **9**
Shift Premium (Night Shift Differential) **12**
Sick Leave - Permitted Uses of **31**
Skelly Hearings (Pre-Disciplinary Hearing) **57**
Special Seniority **72**
Substandard Performance Evaluation **56**
Superior Court - Definition of **8**
Suspension - Emergency **56**
Suspension - Paid **58**

T

Tax-Deferred Retirement Plan **96**
Temporary Promotion **27**
Time Off for Selection Procedures ***28***
Training 29
Transfer - Between Court and County 29

V

Vacation ***50***
Vacation - Accumulation of ***50***
Vacation - General Provisions ***51***

Voluntary Reduction from Classes Designated as Vulnerable to Layoff *74*
Voluntary Reduction in Lieu of Layoff *73*

W

Workers' Compensation Supplement Pay *78*
Workweek *9*

Y

Y-Rate - Definition of *8*
Y-Rate Schedule *19*

APPENDIX A

Classes included in the Court Clerk Unit:

0753CC	Superior Court Clerk I
0757CC	Superior Court Clerk II
0758CC	Superior Court Clerk III

Docusign Envelope ID: CF941717-C709-4848-9BFC-4D113F513184

Docusign Envelope ID: CF941717-C709-4848-9BFC-4D113F513184

MEMORANDUM OF UNDERSTANDING
COURT CLERK UNIT 2025-2028

ORANGE COUNTY EMPLOYEES ASSOCIATION

Charles Barfield
General Manager

February 4, 2026
Date

Tim Steed
Assistant General Manager

Don Drozd
Senior Counsel

Tia Grasso
General Counsel

Jennifer Morgan, OCEA Board Member
& Court Clerk

Tina Ebbert, Court Clerk

Vanessa Castaneda, Court Clerk

MEMORANDUM OF UNDERSTANDING
COURT CLERK UNIT, 2025-2028

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Shannon Mays Fontaine Digitally signed by Shannon Mays Fontaine Date: 2026.02.23 13:44:52 -08'00'

Shannon Mays-Fontaine, Chief Human Resources Officer

Nora Sanchez Digitally signed by Nora Sanchez Date: 2026.02.24 08:19:08 -08'00'

Nora Sanchez, Chief Operations Officer

Bryan Drinkward Digitally signed by Bryan Drinkward Date: 2026.02.23 12:03:18 -08'00'

Bryan Drinkward, HR Information Management Officer

Heather Capps Digitally signed by Heather Capps Date: 2026.02.23 13:29:31 -08'00'

Heather Capps, Benefits and Disability Programs Officer

Heather Riel Digitally signed by Heather Riel Date: 2026.02.23 12:10:09 -08'00'

Heather Riel, Employee and Labor Relations Officer

Joanne Chan Digitally signed by Joanne Chan Date: 2026.02.23 13:03:15 -08'00'

Joanne Chan, Senior Financial Planning Analyst

Midah Sonawalla Digitally signed by Midah Sonawalla Date: 2026.02.23 11:49:10 -08'00'

Midah Sonawalla, Principal Human Resources Analyst

2/24/26

DATE