

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
AND
SEIU LOCAL 1021, COURT REPORTERS UNIT
January 30, 2007 - September 30, 2010**

This Memorandum of Understanding (MoU) is entered into for the period commencing January 30, 2007 and ending September 30, 2010.

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Section 1 - Union Recognition

Pursuant to the Court's Employer-Employee Labor Relations Rules, the Union is formally recognized as the exclusive representative for the bargaining unit(s) below:

Court Reporter Unit

Section 2 - Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights are retained and vested exclusively in the Court including, but not limited to, the right to: hire, terminate, discipline, promote, transfer, layoff and recall court reporters; to determine the numbers of court reporters to be employed and their qualifications; to assign and direct work; to determine the personnel, methods, means and facilities by which operations are conducted; to maintain the efficiency of operations; to coordinate, consolidate and merge the Court and support staff; to determine Court services and to establish the hours of operation of the Court.

Section 3 - Union Security

3.1 Agency Shop:

- A. The union agrees that it has a duty to provide fair and non-discriminatory representation to all court reporters in all classes in the units for which this section is applicable regardless of whether they are members of the Union.
- B. All court reporters employed in a representation unit on or after the effective date of this M.o.U. and continuing until the termination of the M.o.U., shall as a condition of employment either:
 - 1. Become and remain a member of the union, or;
 - 2. Pay to the union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutions, statutory and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this M.o.U. It shall be the sole responsibility of the union to determine an agency shop fee which meets the above criteria; or
 - 3. Do both of the following:
 - a. Execute a written declaration, and provide proof thereof, that the court reporter is a member of a bona fide religion, body

b. Pay a sum equal to the agency shop fee to a non-religious, non-labor, charitable fund chosen by the court reporter from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and STAND.

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- G. The Union shall indemnify, defend, and save the Court harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union security section, or action taken or not taken by the Court under this Section 3. This includes, but is not limited to, the court's attorney's fees and costs. The provisions of this Section shall not be subject to the grievance procedure.
- H. The Court Human Resources Unit shall monthly furnish a list of all new hires into classes represented by the bargaining unit, their home address and phone number to the Union.
- I. In the event that court reporters in the bargaining unit represented by the Union vote to rescind Agency Shop, the provisions of Section 3.2 shall apply to dues paying members of the union.

3.2 Maintenance of Membership. All court reporters in the unit represented by the Union who are currently paying dues to the union and all court reporters in the unit who hereafter become members of the union shall, as a condition of continued employment, pay dues to the Union for the duration of this M.o.U. and each year thereafter so long as the Union continues to represent the classification to which the court reporter is assigned, unless the court reporter has exercised the option to cease paying dues in accordance with the preceding agency shop provisions.

Section 4 - Communicating with Court Reporters

- 4.1 Bulletin Boards:** The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of court facilities or in public portions of offices in which there are court reporters represented by the Union. The Court Executive Officer reserves the right to remove objectionable materials after notification and discussion with the Union.
- 4.2 Distribution of Literature:** Representatives of the Union, not on court time, shall be permitted to place a supply of court reporter literature at specific locations in court facilities. Representatives may distribute Union literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty court reporters.
- 4.3 Access to Work Locations:** SEIU Local 1021 staff shall be allowed access to work locations in which the Union represents court reporters for the following purposes:
 - A. To post literature on bulletin boards;

- B. To arrange for use of a meeting room;
- C. To leave or distribute a supply of literature as indicated in subsection 4.2, above;
- D. To represent a court reporter on a grievance and/or to contact a union officer or steward on a matter within the scope of representation.

In the application of this provision, advance arrangements will be made with the Court Executive Officer and the visit will not interfere with court business.

4.4 Use of Court Facilities: The Union shall be allowed the use of areas normally used for meeting purposes for meetings of court reporters during non-work hours when:

- A. Such space is available and its use by the Union is scheduled at least 24 hours in advance;
- B. There is no additional cost to the Court;
- C. It does not interfere with normal court operations;
- D. Court reporters in attendance are not on duty and are not scheduled for duty;
- E. The meetings are on matters within the scope of representation.

4.5 Orientation Process: An SEIU Local 1021 representative and/or one union officer on Court time, may participate in new employee orientation in order to make a brief presentation (approximately 15 minutes) to newly hired court reporters.

Section 5 - No Discrimination

There shall be no discrimination on the basis of race, creed, color, national origin, political affiliation, religion, gender, marital status, ancestry, sexual orientation, age, disability or union activity.

Section 6 - Shop Stewards and Official Representatives

6.1 Designation of Shop Stewards and Bargaining Committee Members: The Union agrees to notify the Court of the elected leadership for the bargaining unit, as well as the names of its stewards. There shall be no more than five (5) stewards for this bargaining unit at any time. The Court will provide reasonable

paid release time for no more than three (3) court reporters to serve on the Union bargaining committee. If a change in stewards and/or bargaining committee members is made, the Human Resources Director shall be advised in writing of the court reporter being replaced and the court reporter named to take his/her place.

6.2 Attendance at Meetings: Court reporters designated as shop stewards or official representatives of the Union shall be allowed to attend meetings during regular working hours on Court time as follows:

- A. If their attendance is required by the Court at a specific meeting;
- B. If their attendance is sought by a hearing body for presentation of testimony or other reasons;
- C. If their attendance is required for meetings required for settlement of grievances filed pursuant to Section 20 - Grievance Procedure of this M.o.U. and scheduled at times agreeable to all parties;
- D. If they are designated as a shop steward, in which case they may utilize a reasonable time at each level of the proceedings to assist a court reporter to present a grievance provided the meetings are scheduled at times agreeable to all parties;
- E. If they are designated as spokesperson or representative of the Union and as such make representations or presentations at meetings or hearings on wages, salaries, working conditions or other matters within the scope of representation.

Shop stewards and official representatives shall advise, as far in advance as possible, their immediate supervisor, or his/her designee, of their intent to engage in Union business. The supervisor will attempt to arrange coverage for shop stewards and official representatives of the Union to engage in Union business. All requests for release time shall include the location, the estimated time needed and the general nature of the Union business.

6.3 Role of Steward: It is understood and agreed that one of the roles for the shop steward shall be to meet in good faith to settle grievances as they arise. It is further agreed and understood that designated stewards shall conform to the same work rules and performance standards as non-stewards.

6.4 Release Time for Training. The Court shall provide the Union an aggregate total of 36 hours per calendar year of paid release time for Union designated officers (President, Vice President and/or Secretary/Treasurer) to attend Union sponsored training programs. Requests for paid release time shall be provided in writing to the Court Human Resources Director as soon as possible, but not less than ten (10) business days in advance of the time requested. The Court

shall approve such requests within five (5) business days of receipt. Requests for release time for training will not be unreasonably denied. Decisions regarding the approval or denial of such requests shall not be grievable.

Section 7 - Wages

The following wage adjustments will be made to job classifications represented by SEIU Local No. 1021:

8% Equity effective 1/29/07

2% effective 9/24/07

3% Equity effective 1/14/08

2% effective 9/22/08

2% effective 9/21/09

Section 8 - Hours of Work

- 8.1 It is the intent of the Court to establish reasonable work schedules for court reporters that best meet the needs of the departments to which they are assigned. However, court reporters are required to work whatever hours court is in session in the judicial department to which they are assigned as directed by the bench officer.
- 8.2 Court sessions will be divided into time periods allowing the reporter reasonable breaks of one 15-minute break in the morning and one 15-minute break in the afternoon.
- 8.3 Court reporters are exempt from the Fair Labor Standards Act (FLSA) overtime requirements.

Section 9 - Seniority and Layoff

- 9.1 **Workforce Reduction.** Any court reporter(s) having permanent status in position(s) in the Court may be laid off when the position is no longer necessary, or for reasons of economy, lack of work, or lack of funds. In the event that circumstances arise which may result in layoffs, the Court will notify the Union and take the following actions:
 - A. Identify those positions in which reduction may be required due to funding reductions or shortfalls.

- B. Advise court reporters in those positions that reduction may occur.
- C. Accept voluntary leaves of absence from court reporters in those positions which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the Court.
- D. Consider court reporter requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.
- E. Approve reductions in hours and lateral transfers when it is a viable operational alternative for the Court.

- 9.2 Seniority.** For purposes of layoff, seniority shall be defined as length of service in the affected class with the Court, as well as length of service with the former Contra Costa County Municipal Court. A court reporter's seniority within a class for layoff and displacement purposes shall be determined by adding the court reporter's length of service in the particular class in question to the court reporter's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff.

Service for layoff and displacement purposes includes only the court reporter's last continuous permanent employment with the Court. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the court reporter is re-employed in a permanent position within the period of layoff eligibility.

Approved leaves of absence as provided for in this M.o.U. shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent court employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the Court in permanent employment. Any remaining ties shall be broken by random selection among the court reporters involved.

- 9.3 Order of Layoff.** The order of layoff shall be based on inverse seniority in the class of positions as follows: a) temporary (per diem) court reporters, b) probationary court reporters, c) non-probationary court reporters.
- 9.4 Displacement.** If no vacancies are available in the Court, or the court reporter and management cannot arrange an in-placement position, a court reporter with previous permanent status in a lower classification may displace the least senior person in that lower classification.
- 9.5 Notice of Layoff.** Court reporters shall be given written notice of layoff at least ten (10) working days before the effective date of the layoff.

- 9.6 Layoff List and Recall.** Whenever any person who has permanent status is laid off the person's name shall be placed on the layoff list for the class of positions from which that person has been removed. Names shall be listed in order of layoff seniority, the most senior person listed first. Persons placed on layoff lists shall continue on the appropriate list for a period of two (2) years.

If the court determines to fill a vacancy from which the person has been laid off during the preceding two (2) years, the Court will fill the vacancy by recalling persons laid off in reverse order of layoff. The Court will forward a notice of recall to the person's last known address. The person must, within ten (10) working days of such notice, notify the Court of his or her intent to return to work on the date specified in the recall notice and shall thereafter return to work on that date. The person recalled to work shall have all rights acquired prior to layoff restored. If the person fails to respond to the notice of recall within ten (10) working days, or declines an offer of permanent employment, his or her name will be removed from the layoff list. In addition, the Human Resources Director may remove the name of any person from a layoff list for any cause stipulated in Section 5.3.4, subsections K.1, K.2, K. 3, K.4, K.8, or K.9, of the Personnel Plan.

Laid off persons who elect to be available for temporary (per diem) work shall be given preference for temporary work. It is the laid off person's responsibility to keep the Court apprised of his or her availability for temporary (per diem) work. The election to be available for temporary work may be made at the time of layoff or in writing at any time. Laid off persons may decline to be available for temporary work and may decline such work itself without affecting any recall rights.

Section 10 - Holidays

- 10.1 Holidays Observed:** Court reporters covered by this M.o.U. shall be entitled to paid holidays for days observed as judicial holidays pursuant to State law and the California Rules of Court. In the event that the total number of judicial holidays in any fiscal year shall be less than thirteen (13), court reporters shall be entitled to additional floating holiday credit accruable on January 1st. A court reporter shall not qualify for the additional floating holiday accrual unless the court reporter was hired by the Court on or before the date of the holiday not observed as a judicial holiday.

As of the effective date of this Memorandum of Understanding, the holidays observed by court reporters are:

January 1st, known as New Year's Day
Third Monday in January, known as Martin Luther King Jr. Day
February 12th, known as Lincoln's Birthday
Third Monday in February, known as President's Day

March 31st, known as Cesar Chavez Day
The last Monday in May, known as Memorial Day
July 4th, known as Independence Day
First Monday in September, known as Labor Day
Second Monday in October, known as Columbus Day
November 11th, known as Veteran's Day
Fourth Thursday in November, known as Thanksgiving Day
The Friday after Thanksgiving Day
December 25th, known as Christmas Day

If any holiday falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday falls on a Sunday, it shall be celebrated on the following Monday.

In order to receive payment for a holiday, the employee must be in paid status at the completion of his or her last scheduled work day prior to the holiday, AND at the beginning of his or her first scheduled work day following the holiday. Employees who are on approved leave of absence to complete transcripts (LOAT), or serving a disciplinary suspension on work days before and/or after a holiday will receive payment for the holiday.

10.2 Part-Time Court Reporters: Permanent part-time court reporters shall receive paid holiday credit in the same ratio to the holiday credit given full-time court reporters as the number of hours per week in the part-time court reporter's schedule bears to the number of hours in the regular full-time schedule, regardless of whether the holiday falls on the part-time court reporter's regular work day.

10.3 Floating Holidays: In addition to the designated holidays, permanent court reporters shall accrue eight (8) hours of personal holiday credit per year. This time shall be prorated for part-time court reporters. The eight hours are accrued on January 1st each year and are prorated for court reporters appointed mid-year. Use of floating holiday credit is subject to the same conditions as use of vacation except, floating holiday credit may be used during the court reporter's first six months of employment. No court reporter may accrue more than forty (40) hours of personal holiday credit. On separation from court service, the court reporter shall be paid for any unused personal holiday credits at the court reporter's then current pay rate.

Section 11 - Vacation Leave

11.1 Vacation Allowance: The Court provides paid vacation time for eligible court reporters in permanent positions. Ordinarily Court Reporters must use vacation in four (4) hour increments. Reporters may request to use vacation in one hour increments, but depending upon circumstances, in some cases approvals may only be authorized in four hour increments. Time off requests shall be submitted to the supervisor or his/her designee. It is the intent of the Court to permit court reporters to use earned vacation accruals, provided the approval of time off does

not conflict with the operational needs of the Court. Court reporters shall request vacation time off using the designated vacation request form. The supervisor shall respond, in writing on the request for time off form, within ten (10) business days of receipt of the written request. If a request is denied, the supervisor shall indicate the reason(s) for the denial.

Requests for time off may be submitted for dates up to 13 months in advance. For instance, if a court reporter wants to request a day off in June 2008, he or she may not submit the request prior to May 1, 2007. Requests will be considered on a "first come, first served" basis. Ties shall be broken by length of continuous court service seniority.

Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the court reporter qualifies.

11.2 Vacation Accrual Rates:

- A. Effective February 12, 2007, vacation accrual for all reporters hired after January 1, 1993, is at the following rates based upon full-time employment. Permanent part-time court reporters accrue vacation pro rata:

| <u>Length of Service</u> | <u>Bi-weekly Accrual Hours</u> | <u>Max. Accrual Hours</u> |
|--------------------------|--------------------------------|---------------------------|
| Under 6 years | 4.62 | 240 |
| 6 years | 4.93 | 256 |
| 7 years | 5.24 | 272 |
| 8 years | 5.54 | 288 |
| 9 years | 5.85 | 304 |
| 10 through 19 years | 6.16 | 320 |
| 20 through 24 years | 7.70 | 400 |
| 25 through 29 years | 9.24 | 480 |
| 30 years and up | 10.77 | 560 |

Each eligible court reporter may accrue vacation up to the maximum cap of two times the court reporter's yearly accrual. Once the court reporter reaches the cap, he or she will cease to accrue vacation time until the court reporter uses sufficient vacation to bring the total remaining accrual below the cap. At that point the court reporter will once again begin accruing vacation at the normal rate until the cap is reached.

- B. Vacation accrual for all reporters hired prior to January 1, 1993 is at the following rates based upon full-time employment. Permanent part-time court reporters accrue vacation pro rata.

| <u>Length of Service</u> | <u>Bi-weekly Accrual Hours</u> | <u>Max. Accrual Hours</u> |
|--------------------------|--------------------------------|---------------------------|
| Under 17 years | 6.47 | 336 |
| 17 years | 6.77 | 352 |
| 18 years | 7.08 | 368 |
| 19 years | 7.39 | 384 |
| 20 through 24 years | 7.70 | 400 |
| 25 through 29 years | 9.24 | 480 |
| 30 years and up | 10.77 | 560 |

- 11.3 Accrual During Leave Without Pay or Absence Without Pay:** Court Reporters do not accrue paid vacation during any unpaid leaves of absence, unpaid military leave, while absent without pay, or while on workers' compensation leave. (Except as specified in Section 13.5)
- 11.4 Use of Vacation During First Six Months of Employment:** Vacation accruals may not be used during the first six (6) months of employment (not necessarily synonymous with probationary status). Exceptions may be granted subject to authorization by the Executive Officer. Court Reporters who have been re-employed after having previously completed their initial probation periods with the Court, may use vacation accruals during their first six (6) months after re-employment.
- 11.5 Vacation Allowance for Separated Court Reporters:** On separation from court service, a court reporter shall be paid for any unused vacation credits at the court reporter's then current pay rate.
- 11.6 Court Transfers:** A Court Reporter appointed on or after January 1, 2007, may receive service credit (for vacation accrual purposes only) for continuous permanent service time with another court immediately prior to his or her appointment to the Contra Costa Superior Court. The Court Executive Officer or designee will, at his or her sole discretion, determine whether service credit will be provided.

Section 12 - Sick Leave

- 12.1 Sick Leave:** Paid sick leave is available to eligible court reporters to minimize the economic hardship that might otherwise result to them due to time off taken because of personal illness or injury, or in some circumstances, illness or injury of his or her family member. Paid sick leave is a benefit extended by the Court and may be used only as authorized. It is not paid time off which court reporters may use for personal activities.
- 12.2 Accrual:** Paid sick leave credits are accrued at the rate of 3.70 working hours for each completed bi-weekly payroll period. Permanent part-time court reporters accrue sick leave pro rata. Court reporters do not accrue paid sick leave during any unpaid leaves of absence, or while absent without pay, or while on workers' compensation leave. (Except as specified in Section 13.5) Pro tem reporters are not eligible for, and will neither accrue, nor receive paid sick leave credits.

Reporters who work a portion of a payroll period are entitled to a pro rata share of the sick leave credit computed on the same basis as is partial payroll period compensation.

Unused sick leave credits may be carried over to the following calendar year and there is no cap on accumulation.

- 12.3 Separation:** When a court reporter is separated other than through retirement or layoff, accumulated sick leave credits shall be canceled. If separation results from layoff, the accumulated credits shall be restored if re-employed in a permanent position within the period of layoff eligibility.
- 12.4 Retirement:** As of the date of retirement, a court reporter's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.
- 12.5 Use of Sick Leave:** Ordinarily Court Reporters must use sick leave in four (4) hour increments. Reporters may request to use sick leave in one hour increments, but depending upon circumstances, in some cases approvals may only be authorized in four hour increments. Paid sick leave credits may be used, subject to approval by the Court Executive Officer or designee, in the following circumstances:
- A. **Temporary Illness or Injury:** When the court reporter is unable to work due to his or her own temporary illness or injury;
 - B. **Permanent Disability:** When the court reporter suffers from a disabling physical injury or illness and is thereby prevented from engaging in any court occupation for which the court reporter is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled court reporters until all accruals have been exhausted, or until the court reporter is retired by the Retirement Board, subject to the following conditions:
 - 1. An application for retirement due to disability has been filed with the Retirement Board;
 - 2. Satisfactory medical evidence of such disability is received by the Executive Officer or designee within thirty (30) days of the start of use of sick leave for permanent disability;
 - 3. The Executive Officer or designee may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the court reporter is not disabled, or when the Executive Officer or designee determines that the medical evidence submitted by the court reporter is insufficient, or where the above conditions have not been met.

- C. **Communicable Disease:** When the court reporter's physician has ordered that he or she remain isolated due to exposure to a communicable disease.
- D. **Pregnancy Disability:** When a court reporter's disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom.
- E. **Pre-Scheduled Medical and Dental Appointments:** When the court reporter is attending pre-scheduled medical or dental appointments for his or her own care, or for the care of an immediate family member. Sick leave may also be used for necessary travel time to/from such appointments. When the Court suspects a court reporter may be abusing sick leave benefits, the Court may require verification of the date, time and duration of each medical appointment if the court reporter has been notified in advance that such verification is necessary, and may require verification that the court reporter's presence was required for an immediate family member's medical or dental appointment. A court reporter is responsible for obtaining advance approval from his/her supervisor to attend pre-scheduled personal or family medical or dental appointments.
- F. **Emergency Care of Family:** When the court reporter's attendance is required to provide emergency care for an immediate family member.
- G. **Death of a Family Member:** When a court reporter's immediate family member dies. In each case the court reporter may use up to three (3) working days, plus up to two (2) additional working days for necessary travel. Use of additional accruals, including sick leave, when appropriate, may be authorized by the Executive Officer or designee.

12.7 Circumstances When Sick Leave May Not Be Used: Paid sick leave credits may not be used in the following circumstances:

- A. **Vacation:** Paid sick leave credits may not be used for a court reporter's illness or injury which occurs while he or she is on vacation, but the Executive Officer may authorize it when extenuating circumstances exist.
- B. **Not in Pay Status:** Paid sick leave credits may not be used when the court reporter would otherwise be eligible to use paid sick leave credits but is not in paid status.

12.8 Administration of Sick Leave:

- A. **Definition of Immediate Family Member:** For purposes of this section, "immediate family member" includes - spouse, domestic partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, foster children, father, stepfather, mother, stepmother, brother, stepbrother,

sister, stepsister, grandparent, grandchild, aunt, uncle, niece, nephew, or cousin, of a court reporter, or of a court reporter's spouse, or of a court reporter's domestic partner, and/or includes any other person for whom the court reporter is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the court reporter.

B. Definition of Domestic Partner: In order to be considered a "domestic partner" for purposes of this section, the court reporter and his/her domestic partner must satisfy all the requirements currently in effect for domestic partnership to be eligible to receive court group health and dental benefits for the domestic partner.

C. Court Reporter Responsibilities:

1. Each court reporter is responsible for notifying his or her supervisor directly (or calling the appropriate number designated by the supervisor) regarding any unplanned absence prior to the commencement of his or her work shift, or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence. A brief statement in non-technical terms regarding the court reporter's inability to work due to injury or illness will suffice.
2. Each court reporter is responsible for keeping his or her supervisor informed on a continuing basis of his or her condition and probable date of return to work.
3. Each court reporter must keep the court advised of a current telephone number to which sick leave related inquiries may be directed.
4. Personal sick leave and family sick leave must be documented separately on the Absence/Overtime record. Court reporters must submit the Absence/Overtime record to the supervisor for final authorization.

The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave by a court reporter is cause for disciplinary action.

D. If a court reporter is absent (using sick leave, while using other accruals in lieu of sick leave, or if absent without pay) due to a reason that the court reporter believes qualifies for pregnancy disability leave, medical leave, or family care leave, the court reporter will ordinarily notify the Executive Officer or designee within two business days of returning to work. If the court reporter does not provide timely notice, the court reporter may not later assert that the absence was for a protected reason.

E. **Court Responsibilities:** The Court may make reasonable inquiries about court reporter absences. Such inquiries may include:

1. Calling the court reporter's residence telephone number or other contact telephone number if the court reporter did not make contact with the supervisor when he or she called in, and/or if the court reporter fails, on a continuing basis, to keep the supervisor informed of his or her condition and probable date of return to work.
2. Obtaining the court reporter's signature on the Absence/Overtime Record, or any other form established for the purpose of documenting court reporters' time off and certifying the legitimacy of the court reporter's sick leave claim.
3. Obtaining a written statement of explanation from the court reporter regarding the sick leave claim.
4. Requiring medical verification beginning on the third working day of an absence for the third and all subsequent days of that absence, or requiring medical verification for absences of less than three (3) working days for reasonable cause if the court reporter has been notified in advance in writing that such verification was necessary. The court may require that such verification include: a verification the court reporter suffered an illness or injury; the date(s) the court reporter was incapacitated; and the date the court reporter is able to return to work. In absences of an extended nature, the Court may require the court reporter to obtain from their physician a statement of progress and anticipated date of return to work.

The Court and the Union will continue discussions regarding the sick leave management policy during the term of the agreement.

When a court reporter is separated other than through retirement, accumulated sick leave credits shall be canceled.

12.9 Integration of State Disability Benefits and Paid Family Leave Benefits with the Sick Leave Benefit Program: Court reporters eligible for State Disability benefits and sick leave benefits for any portion of disability shall be required to make application for both benefits. Paid Family Leave (PFL) benefits may be integrated with sick leave when the use of sick leave is permitted in accordance with MoU provisions regarding the use of sick leave. The mechanics of integration to be determined with ADP.

Section 13 - Leaves of Absence

13.1 General Provisions: The court provides leaves of absence to eligible court reporters in a variety of circumstances. Ordinarily a leave of absence may be for a period not to exceed one (1) year, provided the Executive Officer may extend

such leave for additional periods. In all cases, the Court intends to comply with applicable federal and state laws.

- A. **Eligibility:** There are different eligibility rules for different types of leave. Court reporters may be eligible for an unpaid leave of absence for work-related illness or injury, or pregnancy disability, no matter how long they have been employed by the Court. (See specific provisions.)

Court reporters with at least one year of service and who have worked a minimum of 1,250 hours over the previous 12 months may be eligible (subject to other rules and conditions) for medical leave and family leave as provided by law.

Court reporters also may be eligible for leaves of absence for personal reasons other than those described in the preceding paragraphs. Approval of such leaves will be based on considerations such as the reason for the request, the Court's needs, and the court reporter's performance/length of service with the Court, and level of responsibility. The granting or denying of such leaves shall be at the discretion of the court. (See "Personal Leave.")

- B. **Requests for Leave:** As soon as a court reporter learns of the need for a leave of absence, the court reporter should submit a written request for leave to the Executive Officer. Request forms are available from the Human Resources Unit. If the need for the leave is foreseeable, court reporters are required to provide at least 30 days notice. Approval of the leave may be delayed if timely notice is not provided. If the court reporter learns of the need for leave less than 30 days before the leave is needed, the request must be made as soon as possible.
- C. **Designation of Leave:** Once the eligible court reporter makes the Court aware that he or she wishes to take leave for an FMLA-qualifying reason, the Court will ordinarily notify the court reporter in writing within two business days that the leave is designated, and will be counted as, FMLA leave.
- D. **Reinstatement:** A court reporter returning from a leave of absence may be returned to any available position for which he or she is qualified unless the court reporter is returning from a medical leave, pregnancy disability leave, or family care leave in which case the court reporter ordinarily will be returned to the same or a comparable position, unless the position has been eliminated due to a reduction in force or reorganization, or unless the court reporter would have been terminated for some other business reason unrelated to the leave, or for any other lawful reason.

An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or cancelled by the court, or at the expiration of a leave shall be without pay. Such absence

may also be grounds for constructive resignation or disciplinary action.

- E. **Early Return from Leave of Absence:** Whenever a court reporter who has been granted a leave of absence desires to return before the expiration of such leave, the court reporter shall submit a request to the Executive Officer in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the Executive Officer.
- F. **Group Health Plan Coverage:** Court reporters who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the court contribution by maintaining their employment in paid status through the use of appropriate time off accruals. During the eighteen (18) weeks of an approved medical or family care leave the Court will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status. In order to maintain such coverage, court reporters are required to pay timely the full court reporter contribution to maintain their group health plan coverage, either through payroll deduction or by paying the contribution directly.
- G. **Accrual of Seniority and Benefits:** Seniority and accrued leave benefits do not continue to accrue during a leave of absence, except that seniority and accrued leave benefits will continue to accrue during any period that paid leave is used and will accrue pro-rata during any reduced-schedule leave. Court reporters' seniority or accrual level will not be negatively affected by the leave.
- H. **Salary Adjustments While on Leave of Absence:** If a court reporter has been absent from his or her position for more than six (6) months during the 12 month period prior to his or her anniversary date, he or she may not be eligible for a salary review.

13.2 Medical Leave: Medical leave is leave due to a serious health condition, other than pregnancy-related disability, that prevents the court reporter from performing the functions of the job. It includes time off needed for ongoing treatment of a serious health condition. Special rules apply to work-related injuries and pregnancy-related disability. (See "Workers' Compensation Leave" and "Pregnancy Disability Leave.")

- A. **Eligibility:** To be eligible to request medical leave, the court reporter must:
 - 1. Have worked with the Court for at least one year; and,
 - 2. Have worked at least 1,250 hours within the last 12 months.
- B. **Certification:** Medical certification of the need for leave may be required. The court may request additional certification at the Court's

expense. If required, the certification must verify that leave is required because of a "serious health condition," which is defined as "an illness, injury, impairment, or physical or mental condition" that involves any of the following:

1. Inpatient care in a hospital or other treatment facility and related treatment;
2. Continuing treatment by a health care provider plus a period of incapacity of more than three consecutive calendar days related to the treatment;
3. Continuing treatment or supervision by a health care provider following periods of incapacity;
4. Any period of incapacity or treatment due to a chronic serious health condition (for example, severe asthma, diabetes, epilepsy, etc.); or
5. Any period of absence to receive multiple treatments for post-accident or injury restorative surgery or for a condition that would result in a period of incapacity in the absence of medical treatment (for example, chemotherapy or radiation treatments for cancer or dialysis for kidney disease).

Medical certification that the court reporter is released to return to work is required before the court reporter will be permitted to return.

- C. **Intermittent Use of Leave and Duration:** A court reporter eligible for a medical leave under this policy is eligible to take up to a maximum of 18 workweeks of family care/medical leave within a rolling 12-month period (measured backwards from the date the leave begins). The 18 week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The length of each absence will depend on the medical necessity for the leave, as certified by the court reporter's health care provider. As an alternative to a leave, a court reporter may request a part-time schedule if medically necessary and if certified by the health care provider.
- D. **Reassignment:** If the court reporter's medical condition requires an intermittent or reduced-schedule leave, the court reporter may be reassigned to another position that better accommodates recurring leaves for the duration of the leave.

13.3 Pregnancy Disability Leave: Pregnancy Disability Leave (PDL) is leave because of medical disability due to pregnancy, childbirth, or related reasons preventing the court reporter from performing the functions of her job. It includes

time off needed for prenatal care.

- A. **Eligibility:** Any court reporter who is disabled due to pregnancy, childbirth, or a related medical condition is eligible for PDL. A court reporter is "disabled" if, in the opinion of her health care provider, she is unable because of a pregnancy-related reason to work at all, or is unable to perform any one or more of the essential functions of her job or to perform these functions without undue risk to herself, to the successful completion of her pregnancy, or to other persons.
- B. **Certification:** Medical certification of the need for leave is required. Medical certification that the court reporter is released to return to work is required before the court reporter will be permitted to return.
- C. **Duration:** PDL may be taken for the period of disability up to a maximum of four months per occurrence. This leave is in addition to any nonpregnancy-related medical leave or family leave available to eligible court reporters.

The length of each PDL will depend on the medical necessity for the leave, as certified by the court reporter's health care provider. As an alternative to a leave, the court reporter may request a part-time schedule if medically necessary and if approved by the health care provider.

- D. **Reassignment:** If the court reporter's pregnancy-related disability requires an intermittent or reduced-schedule leave, the court reporter may be reassigned to another position for the duration of the leave.

In addition, if the court reporter's health care provider certifies that it is medically advisable because of pregnancy, the court reporter will be reassigned to a less strenuous or hazardous position or to less strenuous or hazardous duties, provided the reassignment can be reasonably accommodated.

- E. **Reasonable Accommodation:** A court reporter may request a reasonable accommodation of a condition related to pregnancy, childbirth, or related medical conditions. Such request must be based on the advice of the court reporter's health care provider.

13.4 Family Care Leave: Family Care Leave is leave for either of the following reasons: (1) to care for a new child (whether by birth, adoption, or placement for foster care) during the first year after the birth, adoption, or placement; or (2) to care for the child, parent, spouse, or domestic partner of the court reporter with a "serious health condition" (see the definition that follows).

- A. **Eligibility:** To be eligible to request family care leave, the court reporter must:

1. Have worked for the Court for at least one year; and,
 2. Have worked at least 1,250 hours within the last 12 months.
- B. Certification:** Medical certification of the need for leave may be required for a leave due to the serious health condition of a family member. If required, the certification must verify the family member's serious health condition and that the condition warrants the participation of the court reporter to provide care. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves any of the following:
1. Inpatient care in a hospital or other treatment facility and related treatment;
 2. Continuing treatment by a health care provider plus a period of incapacity of more than three consecutive calendar days related to the treatment;
 3. Continuing treatment or supervision by a health care provider following periods of incapacity;
 4. Any period of incapacity or treatment due to a chronic serious health condition (for example, severe asthma, diabetes, epilepsy, etc.); or
 5. Any period of absence to receive multiple treatments for post-accident or injury restorative surgery or for a condition that would result in a period of incapacity in the absence of medical treatment (for example, chemotherapy or radiation treatments for cancer or dialysis for kidney disease).
- C. Duration:** Eligible court reporters may take up to 18 workweeks of family care/medical leave within a rolling 12-month period (measured backwards from the date the leave begins). The length of each absence will depend on the medical necessity for the leave, as certified by the health care provider of the court reporter's family member. As an alternative to a leave, a court reporter may request a part-time schedule if medically necessary and if certified by the family member's health care provider.
- Leave taken for the birth or adoption/foster care placement of a child must be taken in periods of a minimum of two weeks, except that on two occasions the leave may be for shorter periods. Leave taken for these purposes must also be completed within one year of the birth or placement.

13.5 Workers' Compensation Leave: Workers' Compensation Leave is leave available to any court reporter who is temporarily unable to work as a result of a work-related injury or illness.

- A. **Eligibility:** All court reporters are eligible for workers' compensation leave as needed for work-related illness or injury.
- B. **Certification:** As with all medical leaves of absence, the court reporter must provide medical verification regarding the status of the medical condition, including the expected date of return to work and any changes in medical condition that may affect a return to work. Medical certification that the court reporter is released to return to work is required before the court reporter will be permitted to return.
- C. **Duration:** The court reporter will be retained on work-related medical leave status until one of the following circumstances occurs:
 - 1. The court reporter is released to work with no restrictions;
 - 2. The court reporter is released to work with some restrictions and work is offered by the Court that is consistent with those restrictions;
 - 3. Medical evidence establishes that the court reporter is permanently unable to return to usual duties; or
 - 4. The court reporter informs the Court of his or her intent not to return to work (either by directly communicating this intent to the Court or by actions inconsistent with intent to return, such as moving out of the area or accepting other employment).

A court reporter returning to work must provide the employer with reasonable advance notice of release to return. The court reporter must also provide a health care provider's statement indicating fitness to perform the former duties. A court reporter returning to work will be returned to the former position if available. If such position is not available, the court reporter will be offered an available position for which the court reporter is qualified.

- D. Leave taken for work related illness or injury will be counted as medical leave and as leave in accordance with federal and state family/medical leave laws (FMLA/CFRA) if the court reporter is eligible for such leave.

E. **Workers' Compensation Temporary Disability Benefits:**

Court reporters shall receive 86% of regular salary for accepted claims for the first 120 days from date of injury commencing 1/1/05 through 12/31/05; court reporters shall receive temporary disability benefits at the

statutory level once the 120 day period ends.

Court reporters shall receive 86% of regular salary for accepted claims for the first 90 days from date of injury commencing 1/1/06 through 12/31/06; court reporters shall receive temporary disability benefits at the statutory level once the 90 day period ends.

Court reporters shall receive 86% of regular salary for accepted claims for the first 45 days from date of injury commencing 1/1/07 through 9/29/07; court reporters shall receive temporary disability benefits at the statutory level once the 45 day period ends.

Court reporters shall receive temporary disability benefits at the statutory level from date of injury beginning 9/30/07.

Court reporters regular salary shall be maintained during the three day waiting period before temporary disability benefits commence.

Court reporters continue to accrue full sick leave and vacation during any workers' compensation leave of absence during the first 90 days following date of injury.

Court reporters may integrate time off accruals with workers' compensation temporary disability benefits once statutory benefits commence.

- 13.6 Military Leave:** Any court reporter who has permanent status and who is ordered to serve as a member of the State militia or the United States Army, Navy, Air Force, Marine Corps or Coast Guard or any division thereof, shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any court reporter who volunteers for service during mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence, if necessary, in accordance with applicable state or federal laws. Upon the termination of such service or upon honorable discharge, the court reporter shall be entitled to return to his or her position provided such still exists and the court reporter is otherwise qualified, without any loss of standing of any kind whatsoever.

A court reporter who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the court reporter be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff, time on military leave shall be considered as time in court service.

Any court reporter who has been granted a military leave, may upon return, be

required to furnish such evidence of performance of military service or of honorable discharge as the Court may deem necessary.

13.7 Personal Leave: An unpaid personal leave of absence may be available for leaves for personal reasons other than those reasons qualifying as medical leave, pregnancy disability leave, or family care leave. For example, a court reporter may request a personal leave to further his or her education. Requests for partial leave (intermittent or reduced schedule) for personal reasons also will be considered. Approval of such leaves will be based on a combination of factors, including the reason for the request, the length of requested leave, the Court's needs, and the court reporter's performance/length of service with the Court. Court reporters who are not otherwise eligible for leave under sections 13.2 or 13.4 may request personal leave. Personal leaves will be granted or denied at the Court's discretion.

13.8 Leave of Absence Days to Complete Transcripts: The court will approve court reporters' requests for unpaid days off (without loss of accruals) if the court reporter demonstrates such time is necessary to complete court-mandated or appeals transcripts within prescribed deadlines. Such days off shall be limited to twelve (12) during any one calendar year. The court will consider requests for additional unpaid days off (without loss of accruals) to work on transcripts, subject to the court's discretion and non-grievable.

13.9 Catastrophic Leave Bank: The Court will operate a Catastrophic Leave Bank which is designed to assist any employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank.

Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

Operation. The plan will be administered under the direction of the Court. The Court will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the Court and three (3) members jointly appointed by the employee organizations. The committee shall meet as necessary to consider all requests for credits and

shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requestor basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday or floating holiday accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. Any recipient will be limited to a total of 1040 hours or its equivalent per catastrophic event; each donor will be limited to 120 hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Court.

No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amount of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants, on an anonymous basis, those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

Section 14 - Jury and Witness Duty

14.1 Jury Duty: It is the policy of the court to enable its court reporters to fulfill their civic obligations. Towards this end, all court reporters are entitled to time off from work for jury duty.

- A. If a court reporter is called upon for jury duty, the court reporter shall provide his or her supervisor a copy of the juror summons on the next regularly scheduled work day.
- B. Court reporters serving on jury duty shall continue to receive their regular pay, but they are required to waive any per diem payment (other than mileage allowances) made to them for their services.
- C. A court reporter must obtain an attendance certificate from the Court to which he/she was called for jury duty and submit such certificate to his or her supervisor.
- D. Court reporters on jury duty are not permitted to engage in any employment or occupation before or after daily juror service that would affect their ability to properly serve as jurors. This provision only applies when an court reporter is sworn to hear evidence. It does not apply when the court reporter is waiting to be called to a court, or is participating in the Voir Dire process.
- E. Except as noted in Section D above, court reporters are expected to be available to work on those days or parts of days when excused from jury duty, or when such duty does not conflict with the court reporter's work schedule. When excused from jury duty a court reporter must immediately notify the supervisor that he or she is available to work.

14.2 Witness Duty:

- A. If a court reporter is called upon to serve as a witness in a legal proceeding and time away from work will be required to serve as a witness, the court reporter shall notify his or her supervisor as soon as possible.
- B. Court reporters called upon as witnesses or as an expert witness in a case arising in the course of their work (or in the course of their work with Contra Costa County) may remain in their regular pay status and waive all fees and expenses paid to them (other than mileage allowances), or they may elect to take paid leave (e.g. vacation, personal holiday, but not sick leave), or leave without pay and retain all such fees and expenses.
- C. If a court reporter is served notice that he or she has been named as a

party in a case arising in the course of his or her official capacity as a court or county employee, and/or a court reporter is subpoenaed to appear in a case in his or her official capacity as a court or county employee, he or she must immediately report such service to his or her supervisor who will in turn notify the Human Resources Director.

- D. Court reporters called to serve as witnesses in private cases or personal matters shall take paid leave (e.g. vacation, personal holiday, but not sick leave), or leave without pay and may retain all fees and expenses paid to them.

Section 15 - Health and Welfare, Life, Dental and Vision Care

15.1 Health and Welfare, Life, Dental and Vision Care

- A. **Health:** The following health plans are offered by the Court:

Health Net HMO – 80% Court Subvention
Kaiser – 80% Court Subvention
Health Net PPO – 60% Court Subvention
- B. **Dental:** The following dental plans are offered by the Court:

Delta Care Prepaid – 80% Court Subvention
Premier Plus PPO – 80% Court Subvention
- C. **Vision:** The following vision plan is offered by the Court:

VSP Premium – 100% Court Subvention of Single court reporter rate; court reporter pays additional cost for Family coverage.
- D. **Life Insurance:** \$10,000 life and accidental death and dismemberment (AD&D) coverage – 100% Court paid.
- E. **Flexible Spending Account, Court Contribution:** \$50 per court reporter, per month. May be applied to: Health/Dental/Vision Premiums; Unreimbursed Medical Care Expenses; Dependent Care Expenses; and Court reporter Supplemental Life Insurance. **Delete Section 15E effective January 1, 2008. Increase the Court Reporter salary range \$50 per month effective January 1, 2008.**
- F. **"Share the Savings:"** Court reporters who waive Court health care coverage and provide proof of alternate coverage are eligible to receive \$100 per court reporter, per month. Court reporters who waive vision coverage are eligible to receive \$5 per court reporter, per month.

- G. **"Full Time/Part Time Coverage."** In order to be eligible for Court group health, dental, vision and/or life insurance benefits, employees must be in permanent full-time positions, or in permanent part-time positions designated as at least fifty percent (50%) of full time.

15.2 Health Benefits: Effective January 1, 2008, adopt Kaiser and Health Net plan design changes as specified in the 2006 agreement between Contra Costa County and SEIU Local No. 535.

Health Net HMO:

Office visit co-payment increases from \$5 to \$10

Prescription drug co-payment increases from \$5 for generic and \$10 for brand to:

- \$10 for generic prescriptions;
- \$20 for formulary brand name prescriptions; and,
- \$35 for non-formulary brand name prescriptions.

Kaiser:

Office visit co-payment increases from \$5 to \$10

Emergency room co-payment increases from \$5 to \$10

Prescription drug co-payment increases from \$5 to:

- \$10 for generic prescriptions; and,
- \$20 for formulary brand name prescriptions.

Section 16 - Probation

- 16.1** All permanent court reporters shall prior to attaining permanent status, serve an initial probationary period of nine (9) months. All permanent court reporters shall serve a promotional probationary period of six (6) months when promoted to another permanent position in the bargaining unit. The probationary period shall commence from the date of appointment. It shall not include time served in temporary appointments.

Whenever a probationer is absent from work for a continuous period of fifteen (15) or more calendar days, his/her period of probation shall be increased by the total time of such absence.

- 16.2** The regular appointment of a probationary court reporter shall begin on the day following the end of the probationary period, subject to the condition that the Executive Officer state in writing that the services of the court reporter during the

probationary period were satisfactory and that the court reporter is recommended for permanent appointment. If the Executive Officer fails to issue such a statement within thirty (30) calendar days of the date the probationary period was due to end, the regular appointment of the probationary court reporter shall be effected and the permanent appointment shall begin the day following the end of the probationary period.

- 16.3 A probationary court reporter may be rejected at any time while on probation without regard to the discipline and discharge procedures specified in this M.o.U., without notice and without right of appeal or hearing.
- 16.4 A court reporter rejected during the probationary period from a bargaining unit position to which the court reporter had been promoted, shall be restored to a position in the classification from which the court reporter was promoted.

Section 17 - Assignment and Transfer

Whenever a judicial vacancy occurs in a department, the assigned court reporter of that department shall initially be retained in that department. At any time, with or without cause, the bench officer and/or the reporter may end the assignment in which case the assigned reporter will revert to the position of float reporter. In the event such action is taken by a bench officer, it shall not be considered disciplinary in nature. The Executive Officer or his or her designee, shall be notified if an assignment is being ended. Under no circumstances shall the decision to end the assignment of a reporter to a bench officer and reversion to the floater pool be appealable under the grievance procedure.

Whenever a bench officer has no assigned court reporter, the court shall, to the maximum extent possible, utilize currently employed permanent reporters to ensure coverage of the court reporter function in the affected department. A permanent reporter may indicate interest in being assigned to a bench officer at any time by providing a letter of interest to the Court Executive Officer or designee. Letters of interest shall remain on file until such time as the assignment or vacancy is to be filled.

Whenever an assignment with a judicial department is to be filled, a notice of that opening shall be distributed to all court reporters in the bargaining unit. Court reporters who are interested in the assignment shall make their interest known by submitting letters of interest to the Executive Officer or designee. The Executive Officer, or his or her designee, shall provide all letters of interest to the bench officer in that department and the bench officer may select a reporter.

In the event that there is a vacant court reporter position available, notice of such vacant position shall be given to all court reporters in the bargaining unit and may also be given to applicants who may be certified from an eligibility list.

Whenever a bench officer's assignment changes, within the same city or city-to-city, the

assigned court reporter shall accompany the bench officer. In circumstances of a city-to-city transfer, other arrangements may be made between the bench officer and the reporter involved (i.e., staying at their current locations to prevent undue hardships) with the approval of the Court Executive Officer or designee. Court reporter staffing in each branch must be maintained and reporters must be available to work at any court location.

In the event a court reporter is required to change locations, the Court will, when feasible, accommodate the reporter's need for time to move his or her equipment.

Section 18 - Resignations

18.1 Resignations: A court reporter's voluntary termination of service is a resignation. Oral and written resignations shall be reported to the Court Human Resources Unit immediately on receipt and written resignations shall indicate the effective date of the termination. Oral resignations shall be immediately confirmed by the Executive Officer, in writing, to the court reporter and shall indicate the effective date of termination.

- A. **Resignation in Good Standing:** A resignation giving the Executive Officer written notice at least two (2) weeks in advance of the last date of service (unless the Executive Officer requires a longer period of notice or consents to the court reporter's terminating on shorter notice) is a resignation in good standing.
- B. **Effective and Operative Dates of Resignation:**
 - 1. **Expressed Resignations:** An expressed resignation is effective when delivered or spoken to the Executive Officer, operative either on that date or another date specified.
 - 2. **Constructive Resignations:** A constructive resignation occurs and is effective when:
 - a. A court reporter has been absent from duty for five (5) consecutive working days without leave, and
 - b. Five (5) more consecutive working days have elapsed without response by the court reporter after the mailing of a notice of resignation by the Executive Officer to the court reporter at the court reporter's last known address.
- C. **Revocation:** A resignation that is effective is revocable only by written concurrence of the court reporter and the Executive Officer, except that the rescission of an oral resignation will be an effective rescission, provided, (a) it is given in writing by the beginning of the workday following the date of the oral resignation, and (b) that the court reporter was not absent from

work without leave during the interim period of time between the issuance of the oral resignation and written rescission of the oral resignation.

Section 19 - Dismissal, Demotion, Suspension, and Temporary Reduction in Pay

19.1 Sufficient Cause for Action: Court reporters may be dismissed, demoted, suspended without pay, or have their pay temporarily reduced for cause. Temporary reductions in pay shall be limited to discipline for attendance related problems. The following are sufficient causes for such actions. The list is indicative rather than inclusive of restrictions and dismissal, demotion, suspension, or temporary reduction in pay may be based on reasons other than those specifically mentioned:

- A. Excessive absenteeism and/or tardiness, or absence without leave;
- B. Abuse of sick leave;
- C. Conviction of any serious criminal act;
- D. Disorderly conduct;
- E. Unsatisfactory job performance;
- F. Insubordination;
- G. Being at work while under the influence of alcohol or drugs, or consuming alcohol or possessing illegal drugs during work hours and/or on court/county premises;
- H. Neglect of Duty;
- I. Violation of any lawful order given by a supervisor, manager, or judicial officer of the court;
- J. Misstatement of facts contained in the court reporter's application or resume, or as otherwise presented by the court reporter during the hiring/promotion process;
- K. Failure or refusal to undergo any physical, medical, psychological, and/or psychiatric exam and/or treatment ordered pursuant to the Fitness for Duty provisions of this M.o.U; or the failure or refusal to authorize the release of any such exam ordered pursuant to the Fitness for Duty provisions of this M.o.U;
- L. Dishonesty;
- M. Theft or unauthorized possession and/or use of funds or property that belongs to the court, county or to another court reporter;

- N. Falsifying or making a material omission on any court document (e.g., time card, demand for payment, court records);
- O. Engaging in an unauthorized personal business enterprise on court/county premises during working hours;
- P. Disclosure of confidential information;
- Q. Possessing or bringing firearms, weapons, or hazardous or dangerous devices onto court/county property;
- R. Harassment of, or discrimination against any individual on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, sexual orientation, or age. Harassment may include, but is not limited to, conduct that has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

19.2 Skelly Requirements: When the Court is considering taking disciplinary action consisting of a suspension without pay, a temporary reduction in pay, a demotion, or a termination, the affected court reporter shall be given a written notice of the proposed disciplinary action (Skelly Notice). The notice of proposed disciplinary action shall include the following:

- A. The proposed action to be taken;
- B. The date the action is intended to become effective;
- C. The specific grounds and particular facts upon which the proposed disciplinary action will be taken;
- D. The materials upon which the charge(s) is based, or a statement indicating where the materials upon which the charge is based are available for inspection, or a combination of the two; and,
- E. A statement informing the court reporter of his or her right to respond, either orally or in writing, to the charge(s), within seven (7) calendar days of issuance of the notice.

19.3 Court Reporter Response: The court reporter upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond either orally or in writing before the proposed action may be taken. Upon request of the court reporter and for good cause, the response period may be extended. If the court reporter's response is not presented within seven (7) days or during any authorized extension, the right to respond is lost.

19.4 Leave Pending Court Reporter Response: Pending response to a Notice of Proposed Action within the initial seven (7) calendar days period, the Court may place the court reporter on temporary leave of absence, with pay.

19.5 Procedure on Dismissal, Suspension, Temporary Reduction in Pay or Disciplinary Demotion:

A. In any disciplinary action to dismiss, demote, suspend, or temporarily reduce the pay of a court reporter having permanent status in the court, after having complied with the Skelly requirements where applicable, the disciplining officer shall make an order in writing stating specifically the causes for the action.

B. Service of Order

Said order of dismissal, demotion, suspension, or temporary reduction in pay shall be served either personally or by certified mail to the court reporter's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.

C. Court Reporter Appeals from Order

The court reporter may appeal an order of dismissal, demotion, suspension, or temporary reduction of pay through the Grievance Procedure of this M.o.U. provided that such appeal is filed in writing with the Court Human Resources Director within ten (10) calendar days after service of said order.

19.6 Representation Rights: The Court recognizes a court reporter's right to have a representative present during any investigative interview which the court reporter reasonably believes may result in disciplinary action. The court reporter is responsible for requesting representation if it is desired. The representative and the court reporter may caucus privately during the interview.

Section 20 - Grievance Procedure

20.1 Definition and Procedural Steps: A grievance is any dispute which involves the interpretation or application of any provisions of this M.o.U. excluding those provisions of this M.o.U. which specifically provide that the decision of any court official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The union may represent the grievant at any stage of the process. Grievances must be filed at Step 2 within thirty (30) calendar days of the incident or occurrence about which the court reporter claims to have a grievance except that appeals of letters of reprimand must be filed at

Step 2 within ten (10) calendar days after issuance and appeals of higher level disciplinary actions must be filed at Step 3 within ten (10) calendar days after service of disciplinary order. Copies of each written communication on a grievance shall be filed with the Court Human Resources Director.

Grievances shall be processed in the following manner:

Step 1 - Any court reporter or group of court reporters who believes that a provision of this M.o.U. has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the manager responsible for the alleged misinterpretation or misapplication, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting.

Step 2 - If a grievance is not resolved in Step 1 above, the grievant may submit the grievance in writing, within thirty (30) calendar days of the incident or occurrence about which the court reporter claims to have a grievance, or within ten (10) calendar days after service of a disciplinary order, to the Court Executive Officer or designee. This formal written grievance shall state which provision of the M.o.U. has been misinterpreted or misapplied, how misinterpretation or misapplication has affected him or her to his or her detriment, and the redress he or she seeks. The Court Executive Officer or designee shall have twenty (20) calendar days in which to investigate the merit of the complaint, meet with the grievant(s), if necessary, and respond to the grievance in writing.

Step 3 - If a grievance is not resolved at Step 2, the grievant may request in writing within ten (10) calendar days after the response by the Court Executive Officer or designee, that the matter be heard by an impartial arbitrator mutually selected by the Union and Court Executive Officer or designee within forty five (45) calendar days of the request. If the parties cannot agree on the selection of an arbitrator, a panel of seven arbitrators shall be requested from the State Mediation and Conciliation Service. The fees and expenses of the arbitrator and the Court Reporter shall be shared equally by the Union and the Court. Each party shall bear the costs of its own presentation, including preparation and post hearing briefs if any. Decisions of the arbitrator shall be final and binding.

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

The hearing officer shall issue a final decision, which shall be binding on the parties.

If the hearing officer is hearing an appeal of a disciplinary action (a dismissal, demotion, suspension without pay, or a temporary reduction in pay), the hearing officer's report shall be limited to the issue of whether "cause" existed for the discipline imposed. The hearing officer shall have no authority to add to, detract from, alter, amend, or modify any of the Court's rules, policies and procedures.

When preparing his or her report and rendering his or her decision on a

disciplinary matter, the hearing officer shall ensure the following:

- A. That his or her material factual findings are supported by substantial evidence;
- B. That his or her decision will not result in placing an court reporter or member(s) of the public at an unacceptable risk of physical harm from an objective point of view;
- C. That his or her decision is in conformance with the law;
- D. That his or her decision does not obstruct the Court from performing its constitutional or statutory function from an objective point of view;
- E. That if his or her decision disagrees with the Court's penalty determination, material and substantial evidence has been identified in the record that provides the basis for the disagreement;
- F. That if his or her decision is contrary to past practices in similar situations as presented by the Court, he or she will offer a discussion of how he or she distinguished the current situation from those past practices as presented by the Court;
- G. That his or her decision does not expose the Court to present or future legal liability other than the financial liability of the actual remedy determined by the hearing officer.

20.2 Letters of Reprimand: Letters of reprimand are subject to the grievance procedure but shall not be processed past step 2.

20.3 Time Limits: The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the Court fails to meet the time limits specified in steps 1 and/or 2 above, the grievance will be deemed denied at that step. If a grievant fails to meet the time limits specified in steps 1, 2, and/or 3 above, the grievance will be deemed to have been settled and withdrawn.

20.4 Compensation Complaints: All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Court Human Resources Director. Only complaints which allege that court reporters are not being compensated in accordance with the provisions of this M.o.U. shall be considered as grievances. No adjustment shall be retroactive for more than two (2) years from the date upon which the complaint was filed.

20.5 Disputes Over Existence of Grievance: Disputes over whether a grievance exists as defined in Section 20.1 shall be resolved through the grievance procedure beginning at step 2 of the process.

Section 21 - Retirement

Court reporters are covered under the County's retirement system administered by the Contra Costa County Retirement Association. The Court shall make contributions towards court reporter retirement costs in the same manner as the County does in accordance with Section 26 of the 1999-2005 M.o.U. between SEIU Local No. 1021, Rank and File Unit and the County.

Retiree Health Benefits: Effective January 30, 2007, newly appointed court reporters must complete 15 years of permanent service with the Contra Costa County Superior Court in order to be eligible for retiree medical coverage.

Section 22 - Reimbursement

22.1 Every Court Reporter attending an approved career development education/training course or an NCRA approved CEU class or seminar is eligible to receive reimbursement for the cost of fees, tuition, books, and other required expenses (not including travel, lodging, food or beverages) up to the allowable limit of \$650.00 per year. Reimbursement ordinarily will not be authorized to attend conferences unless the Court Executive Officer determines the instructional content of the conference is sufficient to merit reimbursement.

Court Reporters must complete forms prescribed by the Court prior to attending the course or training program. No reimbursement will be made for courses or programs which have not been approved by the Court Executive Officer or his/her designee prior to attendance. Court Reporters will be allowed paid time off (through use of appropriate time off accruals) to attend the approved job-related training in the number of hours the Court Executive Officer or designee allows in advance.

A Court Reporter who is either an NCRA Registered Professional Reporter (RPR) or an NCRA Certified Realtime Reporter (CRR) will be granted eight (8) hours of paid leave per year to complete education to earn or maintain his or her CRR qualification, or to maintain his or her RPR certification. Time off must be approved in advance by the Court Executive Officer or his or her designee.

Proof of NCRA membership and proof of satisfactory completion of courses and earned credits (if applicable) may be required.

22.2 Mileage Reimbursement:

- A. **Associated with Normal Work Location:** Mileage and any other transportation costs from an individual's home to their normal work location and back (commuting costs) are not reimbursable. (The normal or permanent work location is the court facility or office to which the individual has been regularly assigned for the indefinite future). After arriving at his/her normal work location, the court reporter is entitled to be

reimbursed at the rate adopted by the Administrative Office of the Courts (AOC) for actual and necessary mileage driven in the performance of his/her job in his/her own personal vehicle. The mileage rate is considered to cover all normal operating expenses of the car including gas, maintenance, and insurance. Related expenses such as parking fees and bridge tolls are also eligible for reimbursement.

- B. **Commute Mileage While on Temporary Assignment:** When an individual is temporarily reassigned to a work location other than his/her normal work location, mileage will be reimbursed in excess of the normal commute mileage between the individual's home and his/her normal work location. A temporary assignment is defined as one which is time limited, expected to end on a certain date, and/or is not planned to continue indefinitely. If the temporary work assignment is later changed to a permanent work assignment, the excess mileage can no longer be claimed.

22.3 Personal Property Reimbursement: The loss or damage of personal property of court reporters is subject to reimbursement under the following conditions:

- A. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the court reporter;
- B. Ordinary wear and tear of personal property used on the job is not compensated;
- C. Automobiles are excluded from reimbursement;
- D. The loss or damage must have occurred during a court assignment;
- E. The loss or damage was not a result of negligence or lack of proper care by the court reporter;
- F. The personal property was necessarily worn or carried by the court reporter in order to adequately fulfill the duties and requirements of the job;
- G. The loss or damage to court reporters' eyeglasses, dentures or other prosthetic devices did not occur simultaneously with a job connected injury covered by workers' compensation;
- H. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage, but not more than the original cost.
- I. The burden of proof of loss rests with the court reporter.

Section 23 - Pay Warrant Errors

If a court reporter receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Court or the Court's payroll administrator, the error will be corrected within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays from the time the Court HR/Payroll Unit is made aware of and verifies that the pay warrant is in error.

Pay errors discovered by the Court in court reporter pay shall be corrected as soon as possible as to current pay rate, but no recovery of either overpayments or underpayments to a court reporter shall be made retroactively except for the two (2) year period immediately preceding discovery of the pay warrant error. This provision shall apply regardless of the source of the error. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When a court reporter is notified of an overpayment and a proposed repayment schedule, the court reporter may accept the proposed repayment schedule or may request a meeting through the Court Human Resources Director. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than one and one-half (1-1/2) times the length of time the overpayment occurred.

Section 24 – Safety and Ergonomics

Health and safety standards shall be maintained in all court facilities to a maximum degree consistent with the conduct of efficient operations.

Ergonomic Evaluations: Each Court Reporter employed as of January 1, 2007, will, upon request, be provided with one "baseline" assessment. Additional, ergonomic assessments may be authorized by management on an "as needed" basis. Management reserves the right to determine the need for additional ergonomic assessments. The recommendations of the ergonomic evaluator will be considered, but management reserves the right to make final decisions regarding equipment purchases and workstation alterations.

Section 25 - Anniversary Dates and Increments within Range

25.1 Anniversary Dates - New Court Reporters: The anniversary date of a new court reporter is the date when the court reporter completes six months of employment and annually thereafter. If a new court reporter is appointed above first step, his or her anniversary date is the date when the court reporter completes 12 months of employment and annually thereafter.

25.2 Advancement Within Salary Range: Salary increases (i.e. advancement to higher steps within the salary range) will be granted to permanent court reporters

on the basis of individual performance. Generally a court reporter is eligible to progress to the next higher step on the first day of the pay period following his/her anniversary date if the reporter has demonstrated at least satisfactory performance.

- 25.3 Salary and Performance Review:** The Court Executive Officer or designee shall be responsible for assessing satisfactory performance for purposes of granting or denying a salary increase. Information on which such assessment will be made shall include competency, dependability, attendance, interpersonal skills, and other relevant attributes of performance.

Implementation of formal written performance appraisals will be subject to the meet and confer process when such appraisal is developed.

Section 26 - Service Awards

The court will continue its present policy with respect to service awards including time off, provided, however, that the type of award given shall be at the sole discretion of the court.

Court reporters with fifteen (15) or more years of service are entitled to take a day off with pay at each five (5) year anniversary.

Section 27 - Personnel Files

The court will maintain an official personnel file for each court reporter. The official personnel files are maintained in the Executive Office of the Court.

A court reporter, upon request to the Human Resources Director may, at reasonable times and intervals, or at any time during regular business hours by arrangement, inspect his or her official personnel file. A court reporter may inspect only his or her official personnel file. A log will be maintained of personnel file inspections by the court reporter and other individuals authorized by the court reporter to review his or her personnel file.

The court shall make the court reporter's official personnel file available where the court reporter reports to work within a reasonable period of time (not to exceed three (3) work days) after the court reporter has made a request for his or her official personnel file. OR, if the court reporter prefers to travel to the Executive Office of the Court and court operations will not be impacted by the court reporter's absence from the work unit, the court reporter may inspect his or her official personnel file in the Executive Office of the Court with no loss of compensation to the court reporter unless the court reporter requests otherwise.

The court reporter's designated representative may also review his or her official personnel file with specific written authorization from the court reporter.

Records of a court reporter relating to the investigation of a possible criminal offense, reference materials such as letters of reference, and other matters protected by constitutional, statutory, or common law provisions shall be excluded from the above provisions for purposes of this policy.

Copies of written reprimands or memoranda pertaining to a court reporter's unsatisfactory performance which are to be placed in the court reporter's personnel file shall be given to the court reporter who shall have the right to respond in writing to said documents. Such response shall become a permanent part of the court reporter's personnel file.

Section 28 - Electronic Recording

The Court will provide the Union with 60 days notice before any implementation of electronic recording and will meet and confer regarding the impact of implementation of electronic recording.

Section 29 - Job Share

The Court will be open to proposals from court reporters to job share. In this arrangement one reporter will be designated permanent part-time and the other reporter will be designated permanent-intermittent. The arrangement must be cost neutral to the Court, non-grievable, and subject to the sole discretion of the bench officer and Court Executive Officer or designee, who may unilaterally terminate arrangement upon reasonable notice. If either reporter wishes to terminate the arrangement, the part-time reporter will be required to assume full-time duties. There is no guarantee of assignment for the permanent-intermittent reporter. The arrangement will be reduced to writing addressing all conditions to be signed by affected reporters, the Union, Court Executive Officer or designee, and affected bench officer.

Section 30 – Permanent Part-time Employee Benefits

Permanent part-time court reporters receive pro-rated vacation and sick leave benefits. They are eligible for health, dental, vision and life insurance benefits at corresponding premium rates providing they occupy a position designated as at least fifty percent (50%) of full-time. If the employee occupies a position designated as at least fifty percent (50%) of full time, County retirement participation is also included.

Section 31 - Permanent-Intermittent Court Reporter Benefits

Permanent-intermittent court reporters are eligible for prorated vacation and sick leave benefits. They will be given an employee badge and a key to the department they are assigned to work in.

Section 32 - Lead Reporter

- 32.1 Salary:** The salary range for the class of Lead Reporter shall be 5% higher than the salary range for the class of court reporter. The Lead Reporter differential will be increased to 10% effective January 29, 2007. Future incumbents of the Lead Reporter assignment will receive a 5% differential that will increase to 10% based upon satisfactory performance after six months of incumbency.
- 32.2 Assignment of Lead Reporter:** When the position of Lead Reporter is to be filled, the Court will notify all currently employed permanent reporters who are eligible to apply for the position. The process for filling the Lead Reporter assignment shall include a review by the supervisor of the applicants' qualifications.

The Court may end a court reporter's assignment as Lead Reporter, or the Lead Reporter may self-terminate the assignment in which case the Lead Reporter will no longer receive the Lead Reporter salary differential.

- 32.3 Lead Reporting Time:** The Lead Reporter will maintain a full time reporting assignment with the Court and perform lead responsibilities as assigned by the supervisor. Said lead duties to be performed when the Lead Reporter is not otherwise engaged in their regular reporting assignment. The Lead will be allowed up to 4 hours per week to attend to the lead duties, if needed. The scheduling of up to four hours will be mutually agreed upon between the Lead Reporter and the supervisor, factoring in the urgency of the task and the availability of a replacement reporter. Any unused hours are not carried forward from week to week. Additional hours may be authorized at the sole discretion of the supervisor.

The above provisions of Section 32 shall not be appealable, or grievable under the provisions of the grievance procedure.

Section 33 - Real Time

- A. **National Certification:** Court reporters who are nationally certified as a Certified Realtime Reporter (CRR) will provide real time services upon request and be paid a differential of 10% to apply all the time.
- B. **Basic Readability:** Court reporters who take and pass the Court's Real Time Basic Readability Test will provide real time services upon request and be paid a differential of 5% to apply all the time. The Basic Readability Test will be offered to court reporters twice a year in March and October.
- C. **Real Time Test:** Court reporter applicants will no longer be required to take the local certification test as part of the hiring process. However, all court reporters

appointed on or after January 1, 2007, must be real time capable and must provide real time services upon request. A real time differential will only be paid if the court reporter possesses the national CRR, or if the court reporter opts to take the local certification test and passes the local certification test.

Section 34 - Length of Service Definition

The length of service credits of each court reporter shall date from the beginning of the last period of continuous Court employment (including permanent status, absences on approved leave of absence and continuous service time as a County employee). When a court reporter separates from a permanent position in good standing and within two years is reemployed in a permanent Court position, or is reemployed in a permanent Court position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at the time of separation, but shall not include the period of separation. The Court Human Resources Director shall determine those matters based on the employee status records in the Court and/or County Human Resources Department.

Section 35 - Indemnification

The Court will comply with applicable law on indemnification and defense of court reporters.

Section 36 - Strike/Work Stoppage

During the term of this M.o.U., the union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, or refusal to perform customary duties. In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, a court reporter who is in danger of physical harm shall not be required to cross the picket line, provided the court reporter advises his or her supervisor as soon as possible, and provided further that a court reporter may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

Section 37 - Savings Clause/Severability

It is understood and agreed that if any provision of this Agreement shall be found invalid or unenforceable by a final judgment of a court of competent jurisdiction, or if any provision shall be found in conflict with or superseded by any mandatory state or federal law, then that provision shall be superseded and the appropriate mandatory

provision shall prevail. The remainder of this Agreement shall not be affected thereby. In the event that a specific provision is rendered invalid, the Court and the Union shall have the right to meet and confer on the specific subject covered by the term or provision.

Section 38 – Scope of Agreement

Except as otherwise specifically provided herein, this M.o.U. fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this M.o.U. demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this M.o.U. by mutual agreement.

DATE: June 2007

Superior Court of California,
County of Contra Costa:

7/1/07
Eric Kethage
Eric Kethage

SEIU, Local No. 1021
Court Reporter Bargaining Unit:

Michael Weinberg
Michael Weinberg
Michael Weinberg
Michael Weinberg
Michael Weinberg
Michael Weinberg

EXHIBIT A
Classifications in the Court Reporter Bargaining Unit

Court Reporter
Lead Court Reporter

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