

# San Joaquin County Court

## Bargaining Update #2

Aug. 21, 2024

## Tentative Agreements

*[Faint handwritten notes]*  
4/22/2024

**Service Employees International Union (SEIU) Local 1021**  
**To**  
**Superior Court of San Joaquin County**  
**Union Proposal # 1**  
**Clean up language, fair share fees**

This proposal is for both the Professional and Office, Office Technical Units

~~1.3 Employees' Rights - Employer Employee Relations.~~ **1.5 SEIU Rights**

**J. Fair Share Fee**

~~SEIU agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of SEIU. Subject to the remaining provisions of this section, all covered employees employed on or after the effective date of this Agreement and continuing until the termination of this Agreement, shall as a condition of employment either:~~

- ~~1. Become a member of SEIU and remain a member for the duration of this MOU, provided that such members may elect to resign from the Union between 120 and 90 days prior to expiration of the MOU; or~~
- ~~2. Pay to SEIU a fair share fee in an amount which does not exceed the amount of its standard initiation fee, periodic dues, and general assessments.~~

~~Prior to collection of agency fees and on an annual basis thereafter, the Union shall notify all bargaining unit members of the Union's expenses, with Fair Share Fee adequate breakdown of expenses into reimbursable and non-reimbursable areas. If objections are received, the Union shall provide those procedures set forth in the case of Chicago Teachers Union v. Hudson.~~

**A. Bona Fide Religious Exception**

~~Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Such employee shall be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code, chosen by such employee from the following list:~~

- ~~1. St. Mary's Interfaith Dining Room~~
- ~~2. The Women's Center~~
- ~~3. Salvation Army~~
- ~~4. Hospice of San Joaquin~~
- ~~5. Stockton Shelter for the Homeless~~

~~Proof of such payments shall be made on a monthly basis to the public agency as a condition of continued exemption from the requirement of financial support to the public employee organization.~~

**B. Separation from Unit**

T.A. 08/21/2004 

SEP 8/21/24  
ON 8/21/24

The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.

#### C. Compliance

The Court shall deduct, biweekly, the amount of Union regular and periodic dues and ~~service fees~~, insurance premiums, COPE deductions, and any special membership assessments as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the unit member.

~~Dues shall be deducted only for members of the Union within the represented units; fair share fees shall be deducted only for those bargaining unit members identified as fair share fee payers.~~

Each pay period, the Court shall provide the Union office with an electronic file listing all current members of the unit including newly hired unit members. This list shall include all information detailed in Section 1.5.E., in addition to employee number, pay rate, and dues deduction amounts.

~~If the Union notifies the Court that a unit member has not executed a payroll deduction authorization form, the Court shall begin automatic payroll deduction in the amount of the employee's fair share fee.~~

#### D. Forfeiture of Deductions

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

#### E. Hold Harmless

The authorization for payroll deductions described in this agreement shall specifically require the employee to agree to hold the Court harmless from all claims, demands, suits or other forms of liability that may arise against the Court for or on account of any deduction made from the wages of such employee.

SEIU shall defend, indemnify and save the Court harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Court under this Agreement. This includes not only the Court's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The Court shall notify SEIU of such costs on a case-by-case basis.

#### F. Rescinding Fair Share Fee

~~This section may be rescinded by a majority vote of the employees in a bargaining unit in accordance with the provisions Government Code Section 71632(b). The following is the Fair Share Fee Rescission Procedure agreed to by represented units and SEIU:~~

- ~~1. Time Frames: A request for a vote to rescind a fair share fee agreement may be filed no sooner than 90 days and no later than 60 days before the expiration of the applicable Memorandum of Understanding containing the fair share fee agreement.~~
- ~~2. Valid Requests: A request for a rescission vote must be accompanied by proof of~~

approval of the request by at least 30% of the employees of the representation unit covered by the fair share fee agreement. Proof of approval shall require:

(a) Valid signatures of individuals who were on payroll and members of the representation unit as of the first pay day date to occur no sooner than 90 days and no later than 60 days before the expiration of the fair share fee agreement with the unit in question. Printed names must accompany the signatures so that signatures may be verified.

(b) A statement that the intent of the signer is to secure approval for a vote to rescind the fair share fee agreement for the signer's representation unit. Each petition must be for a single representation unit.

(c) A date beside each signature attesting that the signature has been executed within thirty calendar days prior to the date of submission of the request.

The Court Executive Officer or designee shall verify that the request meets the above criteria.

3. ~~Rescission Election: If a valid request for rescission has been verified, the Court Executive Officer or designee shall arrange for a secret ballot:~~

(a) ~~Such election shall be conducted by the State Conciliation Services pursuant to its rules.~~

(b) ~~The election shall occur no sooner than 15 days and no later than 45 days following the submission of a valid request by members of a representation unit to rescind fair share fee provisions for their unit.~~

(c) ~~The issue shall be presented to unit members in the form of a question on which to vote yes or no: "Shall the fair share fee provisions of the Memorandum of Understanding for the Office and Office Technical Unit be rescinded?"~~

(d) ~~If "yes" is marked by a majority of unit members, the fair share fee provisions shall be rescinded. A majority is defined as 50% plus one of all the eligible members of the unit.~~

(e) ~~The Court shall certify the results of the election.~~

4. ~~Eligibility To Vote: Members of the unit who meet the criteria of 2a above shall be eligible to vote in the rescission election.~~

5. ~~Election Challenges: Unfair election practices or challenges made to the conduct of an election which are not resolved by the State conciliation service during the course of the election shall be filed with the Court. Such challenges or unfair election practice charges shall be heard in accordance~~

Date \_\_\_\_\_  
Time \_\_\_\_\_

~~with the hearings provisions of the employer-Employee Relations Policy.~~

~~6. Election Costs: Any costs resulting from a rescission election shall be borne by SEIU in accordance with the hold harmless clause of the fair share fee agreement.~~

~~G. Financial Report~~

~~Annually, SEIU shall provide the Court with copies of the financial report required pursuant to the Labor Management Disclosure Act of 1959.~~

~~Such report shall be available to covered employees.~~

~~Failure to provide such a report within sixty (60) days after December 31 of each calendar year, shall result in the termination of all fair share fee deductions without jeopardy to any employee, until said report is filed.~~

~~1. Fee Payroll Deduction: The Court shall comply with the agency fee article in the manner required by law.~~

**Service Employees International Union (SEIU) Local 1021  
To  
Superior Court of San Joaquin County  
Union Proposal # 2**


This proposal is for both the Professional and Office, Office Technical Units

3.1. A. Vacation Cash Out Option

~~For the term of this agreement,~~ **An** employee with at least five (5) years of Court service may voluntarily cash out up to twenty (20) hours of accrued vacation leave once per fiscal year ~~beginning July 1, 2018,~~ so long as the employee has a remaining balance of at least eighty (80) hours of accrued compensatory leave (includes vacation, holiday float, and compensatory time) after the cash out. In order to cash out accrued vacation leave hours, all of the following conditions will apply:

1. Adequate funding must be available;
2. The employee must have a remaining balance of at least eighty (80) hours of accrued compensatory leave (includes vacation, holiday float, and compensatory time) after the cash out;
3. Applications are available in the Human Resources Department and must be submitted with sufficient advance notice to Human Resources to review and confirm eligibility;
4. The request must be approved by the CEO; and
5. Vacation hours paid to the employee will be paid at the employee's base, biweekly salary at the time of cash-out, not including any differentials and supplementals.

~~This vacation cash out option shall sunset on September 30, 2024.~~

T.A. 08/21/2021   
8/21/24 JEP  
8/21/24 JW

Date \_\_\_\_\_

Time \_\_\_\_\_

**Service Employees International Union (SEIU) Local 1021  
To  
Superior Court of San Joaquin County  
Union Proposal # 5**

This proposal is for the Professional and Office, Office, Technical Units.

4.13 in OOT and 4.15 in PRO

Longevity Pay

~~For this term of this agreement, All employees employed in regular full-time positions shall receive a gross one-time payment of \$500 upon the completion of twenty-five (25) years of continuous full-time service. Payments are non-pensionable, and all applicable taxes and withholdings will be applied accordingly. This section shall sunset on September 30, 2024.~~

*T.A. 08/21/2004 (G.S. Adams)*

*8/21/24 ALP*

*8/21/24 DW*