

MEMORANDUM OF UNDERSTANDING

SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (LIUNA)
LOCAL 777

July 1, 2015 – JUNE 30, 2019

BARGAINING UNITS
Court Inspection & Technical
Court Supporting Services
Court Trades, Crafts, and Labor

PREAMBLE

Laborers International Union of North America, Local 777, (LIUNA) and representatives of the Superior Court of California, County of Riverside have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the represented bargaining units listed in Article II, have exchanged freely information, opinions and proposals and have endeavored to reach an agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Trial Court Employment Protection and Governance Act and has been jointly prepared by the parties.

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DEFINITIONS

Arbitration: Third Step meeting in the Grievance Process. Grievance heard by a mutually agreed upon third party (Arbitrator or State Mediation and Conciliation Service).

Anniversary date: the date upon which a step advance in salary becomes effective under provisions of this Memorandum.

Continuous service or continuous employment: continuing service of a regular employee in a continuing payroll status, without interruption except for authorized leave of absence.

Court: the Superior Court of California, County of Riverside.

Court Executive Officer: the Executive Officer of the Superior Court of California, County of Riverside, or designee.

Demotion: a change of employment without intervening loss of working days from a position allocated to a given salary grade to a position of a different class allocated to a lower grade, whether in the same or a different department.

Designee: a Person authorized by the Court Executive Officer.

Discrimination Complaint: complaint filed by an employee alleging illegal discrimination based on race, color, religion, gender, national origin, ancestry, age, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, or on any basis protected by law, or based on a perception that an individual has any of these characteristics, or based on a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

Employees: All persons employed by the Superior Court of California, County of Riverside, belonging to bargaining units represented by LIUNA.

First Step: Meeting in the Grievance process between the supervisor, employee and/or union representative. Grievance heard by Deputy Executive Officer or designee. First Formal Step.

Full-time employee: shall mean an employee whose position requires a forty 40-hour workweek, and who are entitled to receive full benefits.

Chief Deputy of Human Resources: The Chief Deputy of Human Resources of the Superior Court of California, County of Riverside.

Part-time employees: an employee in a position, which is designated as less than forty hours per week. Receive compensation for part-time hours worked and a pro-ration of benefits.

Pay period: 14 calendar days from 12:01 am Sunday to Saturday (at 12:00 am - midnight) for computing compensation due for all normal working shifts ending during that period.

Position: any group of duties and responsibilities that are assigned or delegated to be performed of which requires either a full-time or part-time employment of one person.

Probationary employee: an employee who has not completed the initial probationary period in worked status in a position following initial employment or has not completed the required probationary period as designated in which the employee has been promoted following completion of the initial probationary period.

Promotion: an appointment to a classification allocated to a higher salary range.

Reclassification: the reallocation of a position to a different class by a change of title and position specification, but does not necessarily involve a change of salary range or to a higher or lower salary range.

Regular employee: an employee who has completed the initial probationary period in a position.

Regular position: a position established by the Court, as distinguished from a temporary position.

Second Step: Meeting in the grievance process at the Human Resources Department level. The grievance is heard by Chief Deputy of Human Resources or designee.

Temporary Employee: An employee who is not a full or part-time regular employee or probationary employee.

Transfer: a change from a position allocated to a given salary grade to a position of a different class allocated to the same salary grade, or to a position of the same class, or a different class allocated to the same salary grade.

Third Step: Meeting in the grievance process is with the Court Executive Officer or designee.

Working day: Each day an employee performs a normal work shift, includes specific holidays, which fall on days of an employee's normal working shift.

ARTICLE I
TERM

This Memorandum of Understanding (MOU) sets forth the terms of agreement reached between the Superior Court of California, County of Riverside, (hereinafter referred to as Court) and the Laborers' International Union of North America, Local 777, (hereinafter referred to as LIUNA), as the Exclusive Employee Organization for employees in those representation units described under Article II, Recognition. This Memorandum of Understanding is in effect from July 1, 2015, until midnight on June 30, 2019.

In the event LIUNA desires to negotiate a successor MOU, LIUNA shall serve on the Court, no less than ninety (90) days prior to the expiration of the current MOU, its full and written request to commence negotiations.

ARTICLE II
RECOGNITION

- A. This Memorandum shall apply only to persons employed as Regular full-time and Regular part-time for employees in classifications (as reflected in Court Salary and Classification Plan) within the following bargaining unit:
- (a) Court Inspection & Technical
 - (b) Court Supporting Services
 - (c) Court Trades, Crafts, and Labor
- B. The terms "employee" or "employees" as used in this Memorandum shall refer only to persons employed by the Court in those classifications included in Appendix A.

ARTICLE III
FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. This Memorandum sets forth an understanding between the Court and LIUNA regarding the matters set forth herein and any other prior or existing understandings or agreements by the Court and LIUNA whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as modified herein or as otherwise required by law, existing wages, hours and other terms and conditions of employment set forth by the Court shall continue in effect.
- C. It is the intent of the Court and LIUNA that this Memorandum be administered in its entirety in good faith during the full term of this MOU. It is recognized that during such term, it may be necessary to make changes in rules, policies and/or

procedures affecting the employees in the represented units of LIUNA. Where the Court finds it necessary to make such changes, it shall notify LIUNA indicating the proposed change prior to its implementation.

- D. If any such changes significantly affect the working conditions in the LIUNA represented units, where the subject matter of the change is subject to negotiations pursuant to the Trial Court Employment Protection and Governance Act, and where LIUNA requests to negotiate with the Court, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.
- E. Nothing herein shall limit the authority of the Court to make necessary changes required during emergencies. However, the Court shall notify LIUNA of such changes as soon as practicable.
- F. Where the Court makes any changes in working conditions because of the requirements of Federal or State law, the Court shall not be required to renegotiate the matter or manner of compliance with such law where the matter or manner of compliance is specified by such law.
- G. Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum.
- H. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the Court and LIUNA hereto, unless made and executed in writing by all parties, and if required, approved and implemented by the Court.

ARTICLE IV
WORKWEEK, OVERTIME AND PREMIUM COMPENSATION

Section 1. Workweek

- A. The normal workweek shall be 5 working days of 8 hours each. The Court Executive Officer or designee may establish or eliminate a different weekly work period of 40 hours after giving a one pay period written notice to the representative, if any, of the employees affected.
- B. LIUNA agrees that the Court shall retain exclusive control to determine employee work schedules and LIUNA and employees waive any right to grieve schedule assignments during the remaining term of this MOU.

Section 2. Overtime

- A. Overtime Compensation: Any employees in classifications that are not exempt from Fair Labor Standards Act (FLSA) as determined by the Human Resources Department shall be compensated for overtime consistent with the FLSA.
- B. Authorization: The Court Executive Officer or designee may authorize overtime work. The overtime worked shall not exceed 8 hours in any workweek for any employee without prior approval of the Court Executive Officer or designee, except in case of public emergency or calamity or immediate hazard to life or property.
- C. Employee Records: The Court Human Resources Department shall keep complete and detailed records as to the attendance and pay status of each employee. This shall include actual hours of overtime work for each employee.
- D. Reporting and Calculation: Actual hours of overtime work shall be reported on each attendance report. The Court Human Resources Department shall maintain the record of overtime credit at one and one-half times such actual hours. Actual hours of compensatory time off shall be reported on each attendance report. If payment is to be made, the number of hours of overtime credit to be paid for shall be specified.
- E. Compensation: Accumulated overtime credit in excess of 120 hours at the end of any pay period shall automatically be paid. Accumulated overtime credit in excess of 40 hours may at the election of the employee, be accumulated as compensatory overtime credit as provided herein, or the employee may elect to be paid such overtime. Accumulated compensatory overtime credit of 120 hours or less may be taken as compensatory time off, subject to Court approval, and this method of reducing accumulated overtime credit is encouraged. Paid overtime credit shall be at the hourly rate currently applicable to the employee. Upon separation, accumulated overtime credit shall be paid.
- F. Fringe Benefits Not Affected by Overtime: Overtime work shall not be a basis for increasing vacation, and/or sick leave benefits, nor shall it be a basis of advancing completion of the required period for probation or salary step advance.
- G. Overtime during Declared Natural Disaster: In the event and during the period of an officially declared natural disaster affecting any portion of the Court, and notwithstanding any other provision of this Memorandum, the following provisions shall apply:
 - 1. Court Executive Officer or designee in order to perform the work of the Court may employ emergency employees without reference to the Court salary or classification plan at rates, which appear to be prevailing for the type of work to be performed at the time of their employment.

2. For the same purpose, the Court Executive Officer or designee may employ, on a paid overtime basis, current employees at hourly rates equivalent to their current compensation basis.
3. Any employee who reports to a regular or other designated place of employment shall be deemed to be employed in their usual position in a regular payroll status. Any employee who, without adequate reason for absence under the terms of this Memorandum who fails to so report shall be deemed absent without authority and shall not be paid during such absence.
4. The Court Executive Officer or designee may authorize payment on paid overtime basis at the rate of one and one-half times the hourly rate equivalent to the employee's then current compensation basis for those employees who are required to perform emergency services during a declared emergency. "Emergency Services" shall be such services as the Court Executive Officer or designee finds to constitute such, at the time it authorized the payment thereof.

Section 3. Shift Differential Compensation

- A. Applicability of Shift Differentials. Shift differentials apply to regular hours worked, they do not apply to vacation, sick leave, and/or holiday pay. The hourly rate for each shift differential is payable in tenths of an hour. Employees who work day shift between the hours of 7:00 a.m. to 6:00 p.m. shall not be entitled to a shift differential.
- B. Evening Shift. Employees whose work shift begins between the hours of 3:00 p.m. and 11:00 p.m. shall be paid a night differential of \$1.00 per hour for the time actually worked between 3:00 p.m. and 11:00 p.m.
- C. Night Shift. Employees whose work shift begins between the hours of 11:00 p.m. and 7:00 a.m. shall be paid a night differential of \$2.00 per hour for the time actually worked between 11:00 p.m. and 7:00 a.m.

Section 4. Bilingual Compensation

- A. Bilingual compensation will be attached to the positions identified by the Court as bilingual positions. The Court shall designate specific positions as eligible for bilingual compensation and shall evaluate any employee who is assigned to a bilingual position in order to determine whether he/she qualifies for bilingual compensation. Each employee, who has qualified for bilingual compensation under this section, shall receive additional compensation. This will not apply to the classification of Court Interpreter.
- B. Each employee who is assigned to a designated bilingual position that works

directly with the public either by phone or in person (i.e. public counters, call centers) shall be compensated at \$60.00 per pay period in the first two pay periods of the month.

- C. Each employee who is assigned to a designated bilingual position not identified in subsection B above shall be compensated at a rate of \$40.00 per pay period in the first two pay periods of the month.
- D. An employee not receiving bilingual compensation shall not be expected to perform bilingual services.
- E. Upon approval of the Court Executive Officer or designee, the employee shall be authorized to receive bilingual compensation starting with the next pay period. The Court Executive Officer or designee shall have the final authority to determine which positions in the Court shall be designated for bilingual compensation.
- F. When the bilingual duties are no longer required of a designated bilingual position, the bilingual compensation shall be terminated by the Court. The Court will provide written notice to the employee one pay period prior to the discontinuance of bilingual compensation.
- G. The Court shall discontinue bilingual compensation when an employee changes work assignment to a position not designated for bilingual compensation. The employee shall receive written notification that such position is not designated as bilingual.
- H. An employee shall not be eligible to receive more than one (1) type of bilingual compensation concurrently.
- I. Bilingual compensation shall not apply to Workers' Compensation supplemental pay.
- J. An employee must have worked hours during the pay period in order to earn bilingual compensation.
- K. An employee may request assignment to a position, which does not require bilingual skills. The request shall be made in writing to the Court Executive Officer or designee, who will consider it according to:
 - 1. Court need;
 - 2. Availability of a qualified replacement; and
 - 3. Availability of another suitable assignment for the requesting employee.
- L. An employee, receiving bilingual compensation, may be assigned by the Court to perform bilingual assignments, when the need arises.

ARTICLE V
PAY PRACTICES

Section 1. Step Advance

- A. The compensation of every person employed in a regular position on a step basis shall be considered for increase upon his or her anniversary date, except as herein provided.
- B. The first anniversary date as a result of an original appointment shall be the first day of the pay period following the completion of 2080 hours worked in the position. As the result of a promotion or reclassification, which involved a salary increase, the anniversary date shall be the first day of the pay period following the completion of 2080 hours worked in the position, not including overtime, vacation or sick leave. Re-employment at a rate other than that of the first step of a range shall not be considered an original appointment for purpose of fixing the anniversary date. In such cases the anniversary date shall be the first day of the pay period following 2080 hours worked, not including overtime, vacation or sick leave, after such re-employment unless otherwise specified by the Court.
- C. The second anniversary date shall be the first day of the pay period following the completion of an additional 2080 hours in a paid status, not including overtime. Subsequent anniversary dates shall occur at like intervals.
- D. Each employee will be eligible for salary increase based on satisfactory job performance on the employee's anniversary date, except for the employee who is being compensated at the highest step.
- E. Should the Chief Deputy of Human Resources disallow a salary increase, the employee shall be reviewed by the completion of 520 hours worked. In addition the Court Executive Officer or designee may allow the increase effective on the first day of any pay period after which the increase could have been allowed. The anniversary date shall be postponed until an increase is allowed.
- F. The approved anniversary salary increase shall be at the rate of the second next higher step, as available, not to exceed the maximum of the salary grade.

Section 2. New Employees

Except as otherwise provided by this Memorandum, a new employee shall be appointed at the first step of the salary range. The Chief Deputy of Human Resources, with the approval of the Court Executive Officer or designee may appoint a new employee in a specified class to any step within the salary range if the employee has: (1) qualifications substantially greater than the minimum for the class; and (2) experience, which if it had been obtained in the position applied for, would have made the employee eligible for the advanced step proposed.

Section 3. Re-employment

- A. The Court Executive Officer or designee may re-employ a former regular employee in a classification, which they previously occupied, provided they separated in good standing. They will be placed at the same step of the salary range as the step applicable at the time they held that position.
- B. Whenever a former regular employee is re-employed within twelve months after separation, his/her accrued sick leave at the time of separation shall be reinstated, unless said employee has received payout on his/her sick leave as provided under Article VII, Section 1F of this MOU, and the rate of vacation accrual shall be set at the rate held at time of separation.
- C. Re-employment after military service shall conform to the requirements of the Military and Veterans Code, but in other respects shall be in accordance with this Memorandum.
- D. An employee who is retired under the Public Employees Retirement System and who is receiving retirement benefits shall not be employed or re-employed in any position for compensation without the prior written approval of the Court Executive Officer or designee. Consistent with the requirements of the Public Employees Retirement System for discontinuance of retirement benefits, the retiree may be employed or re-employed.
 - 1. The Court Executive Officer or designee may allow the employment or re-employment for up to 120 working days or 960 hours in any calendar year, without loss of benefits, as specified in Section 21221(H) of the Government Code. That section permits the temporary employment only during an emergency to prevent stoppage of public business, or because the restored employee has skills needed in performing specialized work of limited duration. During the employment or re-employment the retiree is to be paid at a rate not less than the minimum, or more than that paid other employees performing comparable duties.
 - 2. When a retiree under the Public Employees Retirement System is employed or re-employed, his/her retirement status must be specified in the documentation of appointment to a regular or temporary position.

Section 4. Promotion

A promotion is an appointment to a classification allocated to a higher salary range.

When an employee promotes to a new classification, he/she shall be placed at the minimum rate of the new salary range or at such other step of the new salary range which will provide at least a 5.5% higher dollar amount above his/her former salary.

The effective date of all promotions shall coincide with the first working day of the

following pay period. The anniversary date shall be determined as referenced in Article V, Section 1B.

Section 5. Transfer

A transfer is a change from a position allocated to a given salary grade to a position of a different class allocated to the same salary grade, or to a position of the same class or a different class allocated to the same salary grade.

On transfer, the salary shall be the same as that previously paid. The anniversary date shall not change.

Section 6. Demotion

Demotion is a change of employment from a position allocated to a given salary grade to a position of a different class allocated to a lower grade, whether in the same or a different department.

- A. Non-Voluntary Demotion: An employee who is demoted to a position in a classification with a lower salary range maximum shall have his/her salary affixed/assigned to the step in the lower range that is nearest his/her current salary. The anniversary date shall not change. The effective date of all demotions shall coincide with the first day of a pay period.
- B. Voluntary Demotions: Occur when a regular employee who, within 2,080 hours following a promotion, voluntarily demotes to his/her previously held classification. The employee's salary shall be adjusted to the highest step in the new classification that does not exceed the salary received in the former classification. Demotion under this section shall be with the mutual agreement of Court Executive Officer or designee and the employee. The anniversary date shall not change.

Section 7. Reclassification

Reclassification is the reallocation of a position to a different class by a change of title and position specification. Reclassification does not necessarily involve a change of salary range to a higher or lower salary range.

- A. The salary of an incumbent of a position reclassified to a class on the same salary grade shall not change. The anniversary date shall not change.
- B. The salary of an incumbent of a position reclassified to a class on a higher salary grade shall be at the rate, which is 2 steps higher, or immediately greater than 2 steps higher, than that paid on the grade of the former position, where the new grade is able to accommodate the increase. The anniversary date shall be determined in accordance with Article V, Section 1.

- C. The salary of an incumbent of a position reclassified to a class on a lower salary grade shall not change unless such salary would exceed the maximum of the new grade, in which event it shall be reduced to the maximum. The anniversary date shall not change.
- D. The effective date of a reclassification shall coincide with the first working day of a pay period.

Section 8. Temporary Promotion

- A. A regular employee may be promoted on a temporary basis to fill a vacant position as a result of a leave of absence of the incumbent of that position, or pending appointment of another person to that position. Such promotion is designated "temporary promotion". The salary of an employee temporarily promoted shall be determined as if the temporary promotion were an original appointment to the position.
- B. When the absence ceases or the vacancy is filled, the employee shall return to their regular position, and their salary and anniversary date shall be re-determined as if the temporary promotion had not occurred. Any step increases, which would have been due in their regular position, shall be allowed.

Section 9. Conformance to Plan

No regular employee shall be assigned to exercise the powers or perform the duties of any classification other than their own classification for an accumulated period of 480 hours or more during any one calendar year. Such accumulated hours of such assignment(s) shall be credited toward qualifying experience for possible promotion only when such assignments have been authorized or verified by the Court Executive Officer or designee.

Section 10. Call-Back Pay

- A. Call-Back Pay is designed to compensate employees for returning to work with limited notice and for hours not previously scheduled. Assignment and approval of call-back pay shall be made by the Court Executive Officer or designee based upon the needs of the Court.
- B. Call-back pay is used when an employee in a regular position returns to work at the request of the Court Executive Officer or designee after said employee has been released from active duty and has left the work site. An employee need not be assigned to on-call or standby duty to receive call-back compensation.
- C. Call-back compensation shall be paid in the following manner. The employee shall be paid for a minimum of two (2) hours at the base hourly rate of pay for each call-back occurrence. Said compensation shall be in lieu of any travel time

and expense to and from home and the first or last work location. Only time actually worked shall be considered for purposes of the Article IV Section 2, Overtime.

Employees shall not be eligible for call-back pay in the following situations: (1) special shifts scheduled in advance; (2) the employee is called back to work within two (2) hours of the beginning of a scheduled shift; or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of Article IV, Section 2, Overtime.

Section 11. Vacation Leave Buy-Down

Employees with a vacation leave balance greater than 400 hours may elect to redeem up to 80 hours of vacation leave each fiscal year. A minimum balance of 320 hours must remain after the redemption of a vacation leave buy-down.

The Court Executive Officer or designee shall notice employees by April 30th of each calendar year if funds are available to implement this provision. Once announced the Court will establish a withdrawal period for employees to submit the appropriate paperwork requesting a withdrawal.

The ability to implement this provision is based on available budget allocations and is at the sole discretion of the Court Executive Officer. In years where the Court Executive Officer determines that the budget does not allow for the implementation of this provision, the Court is not obligated to provide notice to staff, but may do so at the Court Executive Officer's discretion.

None of the provisions in the subsection shall be subject to the grievance procedure.

Section 12. Pay Periods

The Court Executive Officer or designee has the right to modify the number of pay periods in a calendar year. At least 30 calendar days prior to the effective date of any changes, the Court shall notify the Union of its decision to change the number of pay periods in the calendar year. If the Union desires to bargain over the effects of the Court Executive Officer's decision, the Union must request in writing within five working days to bargain over the effects of the decision to modify the number of pay periods.

The number of pay periods will not be modified more than one time during the term of this contract. This provision shall expire on its own terms on the last day of this Memorandum of Understanding.

ARTICLE VI
GENERAL PERSONNEL PROVISIONS

Section 1. Probation

- A. Initial Probationary Status: Each regular employee shall be in an initial probationary status from the effective date of his or her initial employment in a position in a worked status until the required initial probationary period is completed without separation from Court employment. Computation of the initial probationary period in a worked status does not include overtime, vacation, sick leave or leaves of absence. A regular employee who has not completed the initial probationary period serves at the pleasure of the Court Executive Officer and may be released from employment without cause. Such an employee is not entitled to the review procedure provided for in this Memorandum.
- B. Length of Initial Probation: The length of the initial probationary period is 2080 worked hours.
- C. Initial Probationary Period Affected by Change in Classification: An employee who has not completed an initial probationary period, and voluntarily promotes, demotes, or transfers to another classification, will serve a new 2,080 worked hour initial probationary period following such promotion, demotion, or transfer. The 2,080 worked hours required pursuant to the provisions of this Section shall be in addition to any initial probationary period hours served by the employee in the position from which he/she voluntarily promoted, demoted, or transferred.
- D. Probation of Regular Employees Following a Change in Classification or Lateral Transfer during the first 1,040 work hours in a worked status following a promotion, transfer or demotion, an employee who held regular status at the time of the promotion, transfer or demotion shall, upon the Court Executive Officer or designee's request, be returned to a position in the previously held classification. If the return involves a change in classification, the salary step shall be the same step which the employee held immediately prior to the promotion, transfer or demotion, and the employee's anniversary date will be re-determined based on the number of hours of service the employee had in step at the time of promotion, transfer or demotion. Computation of the probationary period in a worked status does not include overtime or leaves of absence.

Section 2. Retirement

A. Retirement Tiers

- 1. Tier I – Public Employee Retirement Contributions and Provisions

The PERS contributions and provisions for employees hired prior to August 23, 2012, will follow the provisions set forth in Section 21354 of the

Public Employees Retirement Law and the Single Highest Year provision of Section 20042 of the Public Employees Retirement Law.

2. Tier II – Public Employee Retirement Contributions and Provisions

The PERS contributions and provisions for employees hired between August 23, 2012, and December 31, 2012, will follow the provisions of the changes that were made to the Retirement contract between CalPERS and the County of Riverside effective as of August 23, 2012. These changes will affect employees hired between August 23, 2012, and December 31, 2012, and may affect employees re-hired during this same time period.

3. Tier III – Public Employees Retirement Contributions and Provisions

The PERS contributions and provisions for employees hired on or after January 1, 2013, will follow the provisions of the changes that were made to the CalPERS Retirement System as a result of the Public Employees' Pension Reform Act of 2013, AB 340 ("AB 340"). These changes will affect employees hired on or after January 1, 2013. And may affect employees re-hired on or after that same date.

- B. Public Employees Retirement System (PERS) Contributions: Through December 13, 2014, the Court shall continue to pay the employee share of the contribution to CalPERS for those employees on whose behalf the Court is paying the employee share of the contribution to CalPERS as of the date this MOU is ratified by both parties. Current employees who are paying the employee share of the contribution to CalPERS as of the date this MOU is ratified by both parties shall pay the employee share of the contributions throughout their employment with the Court. Employees hired on or after January 1, 2013, shall pay the employee share of the contribution to CalPERS pursuant to AB 340. The Court's contributions, if any, for the employee share of the contribution to CalPERS shall cease at the end of the day on December 13, 2014.

Effective December 14, 2014, represented employees shall pay their own employee retirement contributions in full, which shall be at the rate applicable to their respective retirement tiers. The Court shall not pay any portion of the employee retirement contribution.

- C. Purchase of Military Service Credit as Public Service. Pursuant to Section 21024 of the California Government Code, an employee may elect to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment provided, however, that the employee must contribute an amount equal to the contribution for current and prior service that the employee and the Court would have made with respect to that period of service.

- D. Post-Retirement Survivor Allowance. Pursuant to the provisions of Sections 21624 and 21626 of the California Government Code, an allowance may be continued to a surviving spouse upon the death of a member after retirement.

Section 3. Merit Systems/Veterans Preference

The Human Resources Administration under this Memorandum is designated a merit system. Appointments, promotions, demotions, transfers and dismissals shall be made on the basis of merit and skills, knowledge and ability required to perform a job. The Court shall appoint employees from among persons certified to them by the Chief Deputy of Human Resources as eligible for the respective positions. The Chief Deputy of Human Resources shall determine the methods of evaluating the qualifications of applicants. The methods shall be practical in nature and may involve any combination of written test, oral test, performance test, rating of education, training and experience and shall take into consideration a system of a veterans preference program.

Section 4. Interview Process

For recruitments into LIUNA represented classifications, one Human Resources representative shall participate in the interview process.

ARTICLE VII **VACATION/SICK PROGRAM PROVISIONS**

Section 1. Sick Leave Program Provisions

- A. All employees who are covered under the provisions of this MOU shall accrue sick leave at the rate of .05 times the number of hours paid (not to exceed 80 hours paid) during the biweekly pay period.
- B. A regular part-time employee shall accrue sick leave on a prorated accrual and in the same manner as a full-time employee.
- C. Sick leave for employees shall accrue at all times when the employee is in a paid status.
- D. Accrued sick leave of any person who terminates employment shall automatically be canceled. However, any employee whose employment is terminated while they are on sick leave shall continue to be compensated for the duration of their illness to the extent of their accrued sick leave, but after such termination shall derive no other benefits under this Memorandum which result from being in a paid status. Unless the employee shall have retired, payment for sick leave continuing after separation shall be conditioned upon prior receipt of a physician's certificate or other adequate written proof of illness, and in the event of any doubt as to future duration of the illness may be paid on biweekly increments as used.

- E. Sick leave may be used for absence reasonably required by complications of pregnancy, continuing through delivery and reasonable period of recovery there from, to be determined in accordance with a written report or reports of the employee's personal physician, specifying the expected date of delivery and the date that the employee should cease work. In the event the Court Executive Officer or designee believes there are unusual circumstances, or that the full performance of the employee's work without undue hazard is such as to require a longer period of absence, a determination of the period shall be subject to review and change by a physician employed or provided by the Court, including a medical examination of the employee if required by such physician. The Court shall pay the cost of this examination. In no event shall an employee return to work after pregnancy, prior to a date to be fixed by her physician in a signed statement that she is physically able to perform the duties of her position.

- F. Sick Leave Payout: Upon retirement, disability retirement, or death of an employee, and subject to the provisions of any applicable agreement between the employing agency and the Public Employee's Retirement System, unused accumulated sick leave shall be paid for at the rate of fifty percent (50%) of the current salary value thereof for each such person who has had five full years of service in a payroll status provided, however, that the total payment shall not exceed a sum equal to 960 hours of full pay. Upon the death of an employee, payment for residual sick leave balances shall be made in accordance with the Probate Code.

The Court shall allow each employee, upon retirement, to convert accumulated vacation, holiday, and compensation time to the Court's approved deferred compensation plan, subject to the maximum allowable IRS limit. Sick leave shall be converted as indicated above.

Section 2. Vacation Program Provisions

- A. Subject to the limitations and exemptions of this section, every regular employee covered under the provisions of this MOU shall be entitled annually to the following number of hours of vacation with pay, in accordance with the record of completion of continuous years of service:
 - 1. Years Zero through 3 (0 through 6,240 hours) in a payroll status, 80 ours (10 days);
 - 2. Years 4 through 9 (6241 through 18,720 hours) in a payroll status, 120urs (15 days);
 - 3. Years 10 or more (18,721 hours or more) in a payroll status, 160 hours (20 days).

- B. Vacation shall accrue daily at the rate appropriate to the year of service. Accrued vacation may be accumulated to not more than the maximum applicable to the current vacation accrual rate, and may be taken only at a time or times agreeable to the Court. Except as hereinafter provided, no earned vacation shall accrue in excess of the maximum accumulation. No vacation shall ever be taken for a period exceeding the maximum accumulated.
- C. All employees covered under the terms of this Memorandum may accumulate accrued vacation for not more than a maximum 480 hours.
- D. Any person whose employment is terminated shall be entitled to pay for all earned vacation as determined under the provisions of this Memorandum. For the purpose of this paragraph, vacation shall be deemed earned to the date of separation.
- E. No person shall be permitted to work for compensation for the Court during vacation, except with prior approval of the Court Executive Officer or designee.
- F. A regular part-time employee shall accrue vacation on a pro-rata basis. The same rate shall apply in determining payment of earned vacation on separation.

Section 3. Attendance Incentive Program

- A. Upon the date of ratification of this Memorandum of Understanding, the Court will implement an Attendance Incentive Program that shall begin with the first full quarter after ratification of this agreement.
 - 1. Three month quarters shall be defined as January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
- B. Employees with less than 20 years of service (20,800 hours of service) who have a record of exemplary attendance during any defined three month quarter shall earn an additional .5 (1/2) day of vacation. Those employees with 20 years of service or more, who have a record of exemplary attendance during any defined three month quarter shall earn an additional .75 (3/4) day of vacation.
 - 1. Exemplary attendance shall be defined as the employee being at work, ready to work promptly at the start of both his/her assigned shift and the end of the scheduled meal or rest period, and working the employee's full regular weekly schedule. Instances of tardiness as defined by the Court's Tardiness Policy, use of sick leave (pre-scheduled or unscheduled) or unscheduled vacation greater than 8 hours combined, or use of absence without pay shall disqualify an employee from the given quarter.

2. Use of pre-approved vacation or personal holiday time shall not be counted against an employee's record of exemplary attendance during a given quarter.

Vacation accumulated under this provision will be added to the employee's vacation bank

Section 4. Sick Leave Usage

- A. Use of accrued Sick Leave shall be allowed for the purpose of preventative medical, dental care, and care of the family. Family shall be defined by law.
- B. Every employee shall be able to use accrued Vacation, Compensatory time, or Holiday time when Sick Leave has been exhausted due to extended illness or injury, unless they are on a medical certification program. Extended illness or injury occurs when an employee has been absent for two consecutive weeks, or for more than two weeks intermittently for a protected leave (e.g. FMLA, CFRA, worker's compensation). Time would be calculated based on the usage in the last 12 months.
- C. An employee off work or contemplating to be off work due to an extended illness or injury shall provide a comprehensive health statement as to length of absence from the employee's health care provider.
- D. Upon return, an employee must submit a medical certification from the employee's physician, or other legally authorized person to provide health care services on the same level as a physician, stating the employee can return to work and any duties the employee cannot perform and any restrictions or light duty requirements.
- E. Within 5 days of an employee submitting a written request for sick leave through ESS (or other HRIS system being utilized by the Court), the Court will respond to the employee's request.

Section 5. Proof of Illness for Sick Leave

When in the judgment of the Court Executive Officer or their designee good reason exists for believing an employee may be abusing Sick Leave the employee shall be placed on notice in writing. The employee shall also be placed on a medical certification program and be allowed paid Sick Leave by producing a certificate of a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician or proof satisfactory to the Court Executive Officer or designee. Such certificate shall include a written statement signed by a physician, dentist, or other legally authorized person to provide health care services on the same level as a physician, stating the day(s) of the illness/injury and that the illness/injury prevents the employee from being able to work. Employees on a medical certification

program shall have their Sick Leave usage reviewed at least annually. If the review shows substantial improvement, they shall be removed from the medical certification program.

ARTICLE VIII
MISCELLANEOUS LEAVE PROVISIONS

Section 1. Bereavement Leave

The Court agrees to allow up to five days of leave, three of which will be paid and the additional two days to be deducted from the employee's sick leave, if sick leave is available. Employees compelled to be absent from duty by reason of the death, or critical illness where death appears imminent, of the employee's father, father-in-law, mother, mother-in-law, brother, sister, spouse, child, grandparent, grandchild, or step-relationships (or registered domestic partners) of the same categories, and registered domestic partner. The Court has the right to require proper documentation in support of the requested leave.

Section 2. Fitness for Duty

- A. When in the Court Executive Officer's or designee's judgment good cause exists, the Court Executive Officer or designee may order an employee to be off work until the employee is able to present the Court with a certificate, from a Court-approved physician. The certificate must state the employee is able to return to work without impairing the health and/or safety of the public, the employee, or other employees in the Court.

- B. The cost of the physician's visit and services will be at Court expense. If the physician determines that the employee is able to return to work, the employee's leave bank shall not be charged with such absence. If the physician determines the employee is unable to return to work, the employee's absence will be reported using their leave time. In the event the employee has no leave balances (sick, personal time off, vacation), the employee will then be absent from work at the discretion of the Court Executive Officer or designee.

Section 3. Leave of Absence

- A. A leave of absence without pay may be granted for the following reasons:
 - 1. Illness or disability when sick leave has been exhausted.
 - 2. Pregnancy.
 - 3. To take a course of study which will increase the employee's usefulness on return to the Court.
 - 4. Personal reasons acceptable to the authority whose approval is required.

- B. The Court Executive Officer or designee may grant a Leave of Absence to any employee, up to 160 hours in any one calendar year. The Court Executive Officer or designee may require the Leave of Absence to be for a specified period of time and appropriate conditions may be imposed, such as providing sufficient medical documentation or other evidence substantiating the leave as required.
- C. An employee on Leave of Absence for illness or disability reasons will be required to present a return-to-work statement from the attending physician releasing the employee to full duty, prior to being allowed to return to work. Any release to less than full duty will be allowed only as an accommodation, as required under the Americans with Disabilities Act.
- D. The Leave of Absence may be extended upon further written request containing justification. Such request for extension is to be processed in the same manner as the original request. In the case of a request for an extension due to illness or disability, updated information of the same kind submitted for the original request would be required.
- E. Nothing herein shall prevent the earlier return-to-duty by the employee, except the Court may require two weeks advance notice of the employee's intention to return to work.
- F. The Chief Deputy of Human Resources shall be promptly notified of the return of any employee from an official leave of absence. The Court Executive Officer or designee shall have the right to cancel or revoke a leave of absence previously granted.

Section 4. Military Leave

Provisions of the California Military and Veterans Code, Section 395, and the United States Code, Title 38, CH43 govern absences on account of military duty

Section 5. Witness Appearance

Any employee, who shall be called as a witness arising out of and in the course of Court employment, shall be deemed to be on duty and there shall be no loss of salary. Any witness fees received shall be paid to the Superior Court of California, County of Riverside, together with any mileage allowed if Court transportation is used. Any employee designated non-exempt from Fair Labor Standards Act (FLSA) who appears as a witness in a private matter shall not be entitled to be paid and shall be required to use their own time during such absence.

Section 6. Air Pollution Emergency

An employee unable to work on a regularly scheduled work day due to an air pollution emergency shall be granted a leave of absence without pay for the period of the

emergency unless the employee chooses to use accumulated overtime, sick leave, vacation, or holiday leave for the period of time off work due to the emergency.

Section 7. Job Abandonment

Absence without leave of any employee, whether voluntary or involuntary, for five consecutive working days will be treated by the Court as an employee's job abandonment resulting in his/her automatic resignation from Court service, provided the employee, upon written Court notification, does not respond to and/or does not provide a satisfactory explanation for the absence; and fails to obtain an approved leave.

Prior to finalizing a Job Abandonment, the Court shall notify the employee in writing.

1. The first letter of notification must contain an opportunity for the employee to respond within three working days of service.
2. After such time has lapsed and/or the employee has given an unsatisfactory explanation, and/or fails to obtain an approved leave, a second notice must be sent to the employee stating the effective date of the job abandonment.
3. Notices may be personally served or served by first class mail (return receipt requested) to the last known address of record of the employee and are complete upon mailing or hand delivery.

ARTICLE IX
BENEFIT PROGRAMS

Section 1. Flex Benefits Programs

- A. The Court offered medical and hospital, dental, and vision insurance coverage are optional. However, at a minimum, the medical and hospital health insurance must be taken to receive the Court contribution according to "Type of Enrollment".
- B. Employees Enrolled in a Court-Offered Medical and Hospital Plan: The Court shall contribute an amount each month which is determined by the "Type of Enrollment" as specified below, on behalf of each regular employee in paid status, who is enrolled in one of the medical and hospital plans provided by the Court.

Benefit Plan Year 2015 (Effective July 1, 2015 – December 31, 2015)
Employee Only - \$600.00
Employee Plus One - \$940.00
Employee Plus Two or More (Family) - \$1200.00

Benefit Plan Year 2016 (Effective January 1, 2016)

Employee Only - \$655.00
Employee Plus One - \$1020.00
Employee Plus Two or More (Family) - \$1310.00

Benefit Plan Year 2017 (Effective January 1, 2017)

Employee Only - \$710.00
Employee Plus One - \$1110.00
Employee Plus Two or More (Family) - \$1425.00

Benefit Plan Year 2018 (Effective January 1, 2018)

Employee Only - \$785.00
Employee Plus One - \$1225.00
Employee Plus Two or More (Family) - \$1570.00

Benefit Plan Year 2019 (Effective January 1, 2019)

Employee Only - \$860.00
Employee Plus One - \$1350.00
Employee Plus Two or More (Family) - \$1725.00

If monies remain after the flex contributions are deducted from the medical and hospital insurance premium, the employee will not receive cash back.

- C. Employees who do not enroll in a Court offered medical and hospital plan must provide proof of current group health plan coverage, and must sign a statement that they are enrolled and covered under another group health plan. Evidence is defined as: a dated certificate of coverage, a dated plan enrollment card, etc. Notice of waiver form showing other group health plan coverage shall be received by the Court's Human Resources Department within thirty-one days from date of hire, and annually during Open Enrollment. Employees who have hospital and medical coverage through a healthcare exchange (e.g. Covered California) will not be considered as enrolled in a group health plan.

If the employee fails to provide proof of coverage, the employee will be automatically enrolled in the lowest cost Court offered medical and hospital insurance plan.

- D. Employees who elect to waive a Court-offered medical and hospital plan shall be eligible for cash back of \$128.00 per month.
1. Eligibility is defined as an employee who has waived the Court-offered medical and hospital plan and enrolls in at least one other Court-sponsored health care plan (i.e. dental or vision).
- E. Part-Time Employees: For part-time regular employees, the Court's flexible benefit contribution shall be prorated under the Court's Flexible Benefits Program.

Employees working 20 to 29 hours per week: 50% of the applicable Court Flexible Benefits Program contribution for full-time regular employees per month per employee.

Employees working 30 to 39 hours per week: 75% of the applicable Court Flexible Benefits Program contribution for full-time regular employees per month per employee.

Section 2. Deferred Compensation.

The Court shall allow each employee, upon retirement or separation, to convert accumulated vacation, holiday, and compensation time to the Court's approved deferred compensation plan, subject to the maximum allowable IRS limit. Sick leave shall be converted subject to Article VII, Section 1 (F).

Section 3. Life Insurance.

The Court shall provide a \$25,000 basic term life insurance policy for each LIUNA-represented employee.

Section 4. Short Term Disability

The Court will participate in the State's Short Term Disability Program. The employee will be responsible for paying the prevailing SDI withholding rates.

ARTICLE X
REIMBURSEMENT PROGRAMS

Section 1. Lodging, Meals and Miscellaneous Costs

Expenses incurred by court employees during the course and scope of employment, shall be reimbursed in accordance with the rate approved by the Administrative Office of the Courts and the Court Policy. Requests for reimbursement at a rate higher than the established rate shall require the approval of the Court Executive Officer or designee. No reimbursement shall be made for any costs that are borne by another agency or organization. All claims for reimbursement shall be made on a Court approved form.

Section 2. Mileage Reimbursement

In accordance with AOC Financial Policy #8.03, employees who are required to use their personal vehicles for Court business shall be reimbursed at the AOC established mileage rate. Adjustments to the Court rate, if any, shall be made pursuant to the AOC established rate effective July 1 of each year and mileage claimed on or after that date shall be reimbursed at that new rate.

ARTICLE XI
DRESS CODE

A. Facilities Maintenance I and II Staff Uniform

1. Employees in the classification of Facilities Maintenance I and II shall wear a uniform which consists of a shirt bearing the Court logo, slacks, jacket and shoes. This uniform shall be worn at all times, except that the jacket will be worn as needed. The Court shall provide each employee in these classifications the following:
 - a. Five shirts which bear the employee classification and Court Seal.
 - b. One jacket (lined) which bears the Court Seal.
2. The employee shall be responsible for cleaning and maintaining the above items
3. The employee shall wear slacks or trousers in a dark color such as dark blue or black.
4. The employee shall wear dark colored shoes.
5. When requested by the employee, the Court shall replace or repair the provided uniform if damaged performing work duties through no fault of the employee.
6. When requested by the employee, the Court shall assess the need for a new replacement uniform, and provide the replacement uniform after approval by the Court Executive Officer or designee.

- B. The Court Executive Officer or designee will counsel anyone whose dress and general personal appearance does not reflect the spirit of these guidelines or cause and/or create a safety concern for the Court. Unacceptable violations will not be tolerated, and the violator(s) may be requested to return home on their time to change into more appropriate attire.

ARTICLE XII
HOLIDAYS

Section 1. Paid Holidays

- A. Only regular and probationary employees in a paid status, the day before and the day after, shall be eligible for paid holidays. All holidays will be subject to and in accordance with State Statute.

B. The following holidays shall apply to all bargaining unit employees:

January 1, New Year's Day
Third Monday in January, Martin Luther King, Jr.
February 12, Lincoln's Birthday
Third Monday in February, Washington's Birthday
March 31, Cesar Chavez Day,
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Columbus Day
November 11, Veterans' Day
Fourth Thursday in November, Thanksgiving Day
Friday following Thanksgiving
December 25, Christmas Day
Friday preceding January 1, February 12, July 4, November 11 or
December 25, when such date falls on Saturday; the Monday following
such date falls on a Sunday.

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

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

E. An employee who is on a leave of absence without pay for either the regularly scheduled working day before the holiday, or the regularly scheduled working day after the holiday shall not be paid for the holiday.

F. Regular employees who are regularly scheduled to work on a paid holiday shall be paid at their regular rate for the time actually worked.

1. In addition, such employee shall have a choice of:

a. Compensatory time off not to exceed eight (8) hours for such holiday or;

b. Be paid for the holiday at the regular rate of pay not to exceed eight (8) hours.

G. A regular part-time employee shall only receive holiday pay for the holiday or portion thereof that coincides with their regularly scheduled working hours.

- H. A full-time employee whose regularly scheduled day off falls on a paid holiday shall be entitled to up to eight (8) hours of compensatory time off for such holiday.
1. When a holiday falls on a normal workday and the employee does not work, the employee shall be paid for not more than eight (8) hours of holiday pay. An employee on an alternative work schedule of more than eight (8) hours a day shall use accrued vacation, holiday time or compensatory time off to make-up the required hours in excess of eight (8).

ARTICLE XIII **GRIEVANCE PROCEDURE**

Section 1. Discussion of Request or Complaint

It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any employee who believes that he or she has a justifiable request or complaint shall discuss the request or complaint with their immediate supervisor in an attempt to settle the matter.

Section 2. Grievance Definition

A "grievance" is the subject of a written request or complaint, which has not been settled through a discussion required by Section 1. It is initiated by an employee, arising out of a dispute by an employee or group of employees concerning the application or interpretation of the specific terms and conditions set forth in this Memorandum, rule, regulation, or policy concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

1. Matters reviewable under some other Court administrative procedure.
2. Requests or complaints, the solution of which would require the exercise of legislative power, such as the adoption or amendment of an ordinance, rule, regulation, or policy established by the Court Executive Officer.
3. Requests or complaints involving the release of a probationary employee, or the discharge, suspension, demotion or written reprimand of a regular employee reviewable pursuant to other provisions of this Memorandum, written warnings, i.e. directive, corrective, and corrective counseling memorandums.
4. Requests or complaints initiated by an employee involving change in a performance evaluation, unless the performance evaluation results in a denial of a step increase.

Section 3. Freedom From Reprisal

No employee shall be subject to coercion or disciplinary action for discussing a request or complaint with his or her immediate supervisor, or for the good faith filing of a grievance petition.

Section 4. Employee Representation/Union Rights

Representation Rights. An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure, provided the employee is represented by LIUNA. LIUNA Representatives shall be given reasonable access to work areas. The grievant is entitled to be released from work for a reasonable period of time in order to present the grievance. No person hearing a grievance petition need recognize more than one representative for grievant unless, in the opinion of the person hearing the petition, the complexity of the grievance requires more than one representative in order to fully and adequately present the matter.

Section 5. Grievance Petition Form

All grievances shall be submitted to the Human Resources Department on the Grievance Petition form. No grievance petition shall be accepted for processing until the form is completed.

Section 6. Filing Grievance Petition

All grievance petitions shall be filed within twenty (20) working days after occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance petition is waived and no grievance shall be deemed to exist.

Section 7. Consolidation

Grievance petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the person hearing the petitions.

Section 8. Resolution

Any grievance petitions resolved at any step of the grievance procedure shall be final and binding on the Court and the grievant.

Section 9. Withdrawal

Any grievance petition may be withdrawn by the grievant at any time, without prejudice.

Section 10. Time Limits

Grievance petitions shall be processed from one step to the next within the time limit prescribed in each of the steps. If a disposition is not made at any step within the time limit prescribed, or an extension is not agreed to, the grievance may be referred to the next step in the grievance procedure, with the next time limit to run from the date when time for disposition expired. Any grievance petition not carried to the next step by the grievant within the prescribed time limits, or an agreed upon extension, shall be deemed resolved upon the basis of the previous disposition.

Section 11. Resubmission

Upon consent of the person hearing the grievance petition and the grievant, a petition may be resubmitted to a lower step in the grievance procedure for reconsideration.

Section 12. Extension of Time

The time limits within which action must be taken or a decision made as specified in this procedure, except for Section 14, may be extended by written consent of the grievant and the person before whom disposition of the petition is pending.

Section 13. Grievance Procedure and Steps

The following procedure shall be followed by an employee submitting a grievance petition:

1. Meeting with Supervisor. Prior to filing a written grievance petition the employee shall first meet with their immediate supervisor. The supervisor shall respond as promptly as possible. The employee and the supervisor are each entitled to have a silent observer present during the employee-supervisor discussion. An observer that interrupts or participates in the discussion may be excluded from the meeting by either the employee or the supervisor:
2. Step 1 – Submitting Grievance Petition/Grievance Meeting. The employee shall have twenty (20) working days after the occurrence of the circumstances giving rise to the grievance to submit the grievance petition to the Human Resources Department. The Human Resources Department shall forward the petition to the grievant's Division Manager, Operations Manager, or designee. Within fifteen (15) working days after submission of the petition, the Court Services Director, Regional Court Administrator, or designee, shall meet with the grievant and the employee's representative, if any. A written decision shall be rendered within 15 working days thereafter.

3. Step 2 – No Resolution at Step 1. If the Grievance is not resolved at Step 1, the grievant shall submit a written request for review within fifteen (15) working days following the date the decision was rendered. The Chief Deputy of Human Resources or designee shall meet with the grievant and the grievant's representative, if any, within fifteen (15) working days of the submission of the request for review. A written decision shall be rendered within 10 working days thereafter.
4. Step 3 – No Resolution at Step 2. If the grievance is not resolved at Step 2, LIUNA, on behalf of the grievant, may submit a written request for arbitration to the Chief Deputy of Human Resources or designee, within ten (10) working days following the date the Chief Deputy of Human Resource or designee, rendered a decision.
5. The grievance shall thereafter be subject to advisory arbitration and decision by the Court Executive Officer or designee in the manner prescribed in Section 14. The Court Executive Officer or designee shall either accept or reject the arbitrator's decision, or accept part of the decision and reject the rest, without further testimony from either party. If the Court Executive Officer or designee rejects all or part of the arbitrator's decision, the Court Executive Officer or designee shall state his or her reasons for rejection. The decision of the Court Executive Officer or designee shall be final.

Unless mutually agreed, proceedings conducted at any step of the grievance procedure shall be private.

Section 14. Advisory Arbitration

- A. After submission of a request for review, LIUNA and the Court Executive Officer or designee shall attempt to agree on an arbitrator.
- B. The parties shall maintain a jointly negotiated list of up to eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven (7) or more than eleven (11) names. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator.
- C. If either party wishes to have a transcript of the arbitration proceedings, the requesting party will be solely responsible for all costs associated with the transcript. If both parties request a transcript the cost will be shared equally.
- D. The expenses of the arbitrator, if any, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are

called by such party, except that any Court employee called as a witness shall be released from work without loss of compensation or other benefits to attend the arbitration hearing. Such arrangements shall be made through the Court Executive Officer or designee, at least two (2) working days in advance of the hearing date. When the grievant is self-represented or represented by other than LIUNA, the employee shall deposit one-half (1/2) of the estimated hearing costs, (including transcripts), in accordance with Section 14 (B) with the Court Executive Officer or designee who shall determine the estimate and process the grievant's deposit.

- E. Prior to the arbitration hearing, the grievant and the Court Executive Officer, or designee, shall meet and attempt to prepare a joint statement of the issues, which describes the existing controversy to be heard by the arbitrator. If the parties are unable to agree on a joint statement, each shall prepare a separate statement of issues.
- F. The arbitrator shall not decide any issue not within the statement of the issues submitted by the parties or consider remedies not requested by the grievant in his or her original petition. This includes issues or Memorandum Sections, which have not been raised and considered at an earlier step of the grievance procedure.
- G. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Memorandum, but shall determine only whether or not there has been a violation of the Memorandum in respect to the alleged grievance and remedy. The Arbitrator's decision shall be based solely upon the evidence and arguments presented by the respective parties.
- H. If the arbitrator sustains the grievance, a remedy shall be fashioned that does not conflict with the provisions contained in this Memorandum.
- I. Arbitration proceedings shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, unless the parties agree that the proceedings may be conducted pursuant to the Expedited Labor Arbitration Rules of the American Arbitration Association.
- J. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of Court divisions involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a grievance hearing.
- K. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.

ARTICLE XIV
DISCIPLINE, DISMISSAL, AND REVIEW

Section 1. Regular Status

Each employee who has successfully completed an initial probationary period has regular status.

Section 2. Reasons for Disciplinary Action:

Any of the following acts of an employee who has regular status shall be good cause for dismissal, demotion, reduction in compensation, suspension, or any other action taken for disciplinary reasons:

- A. Dishonesty;
- B. Incompetence;
- C. Inefficiency or negligence in performance of duties;
- D. Neglect of duty;
- E. Insubordination;
- F. Absence without leave;
- G. Conviction of either a felony, or any offense, misdemeanor or felony, involving moral turpitude, or any offense in connection with or affecting the employee's duties other than minor traffic violations. Conviction means a plea of guilty or nolo contendere or a determination of guilt in a court of competent jurisdiction;
- H. Discourteous treatment of the public or other employees;
- I. Political activity in violation of federal or state law;
- J. Physical or mental unfitness to perform assigned duties;
- K. Making a material misrepresentation in connection with obtaining or maintaining employment or position;
- L. Conduct either during or outside of duty hours which adversely affects the employee's job performance or operation of the Court;
- M. Failure to maintain the license, registration, certificate, professional qualifications, education, or eligibility required for the employee's classification when the failure of the employee to maintain such requirements adversely affects the employee's ability to perform their job or the performance;
- N. Substance abuse in violation of the Alcohol and Drug Abuse Policy;
- O. Violation of the Workplace Security Policy;
- P. Violation of the Sexual Harassment Policy; and/or
- Q. Violation of the Code of Ethics for the Court Employees of California;

Section 3. Period of Suspension

- A. Suspension of an employee shall not be for more than thirty (30) working days.
- B. The Court reserves the right to use administrative working suspensions in lieu of unpaid time off (traditional suspension) for suspensions of at least ten (10) days,

but no more than thirty (30) days, when the Court determines it would be detrimental to the organization, the public, or the employee to have the employee off work for a prolonged period of time.

1. Administrative working suspensions shall carry the same weight for progressive discipline purposes as a traditional suspension.
2. The employee is entitled to the same due process as that provided for a traditional suspension.

Section 4. Reduction in Compensation

Reduction in compensation under this section shall consist only of a change within the salary grade from the existing step to a lower step, for a specified duration of one or more full pay periods, but not to exceed 13 pay periods.

Section 5. Written Reprimand

If there are no subsequent disciplinary actions after two years, upon request by an employee, a written reprimand shall be removed from his/her supervisor and personnel file.

ARTICLE XV **DISCIPLINARY APPEAL PROCEDURE**

Section 1. Notice

- A. Any notice required to be given by this procedure shall be in writing and shall be deemed served when personally delivered to the person to whom it is directed or when deposited in the United States mail, registered or certified postage prepaid or when deposited with an alternative carrier, i.e. UPS, and addressed to the designated recipient at the last known address. Whenever there is an interrogation of an employee where the significant purpose is to investigate facts to support disciplinary action there is a right for the employee to be represented.
- B. As used in this procedure, "disciplinary action" means dismissal, demotion, reduction in compensation, suspension, or written reprimand.

Section 2. Administrative Leave

- A. Pending investigation by the Chief Deputy of Human Resources or designee an accusation against an employee alleging employee misconduct, covered under Article XIV, Section 2 of this Memorandum, the Court Executive Officer or designee may place the employee on administrative leave for a period of time not to exceed fifteen (15) working days with pay.

- B. If the Chief Deputy of Human Resources or designee is unable to complete the investigation with the fifteen (15) days referenced above, the administrative leave may be extended to a combined maximum of ninety (90) calendar days. If the Court Executive Officer approves the request for additional administrative leave, the Court will notify the employee as to what specific allegations are being investigated. The Union will also be given written notification as to the extension. If the Court Executive Officer or designee does not approve the request for additional leave, the employee shall be returned to duty pending the completion of the investigation, however the Court Executive Officer or designee may alter the employee's duties or assignment pending said completion. Except for investigations of employment-related issues that are also the subject of on-going criminal investigations, leave shall not extend beyond a maximum of one hundred eighty (180) days.

Section 3. Notice of Disciplinary Action

- A. For regular employees, written notice of intent to take disciplinary action, except for written reprimands, shall be served on the affected employee, except as previously provided, at least seven (7) working days prior to the effective date of the action and shall include:
1. A description of the action(s) to be taken and the expected effective date(s);
 2. A clear and concise statement of the specific grounds and particular facts upon which the disciplinary action is based;
 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request; and
 4. A statement informing the employee of the right to respond either verbally or in writing, to the Court Executive Officer or designee prior to the effective date of the disciplinary action(s).
- B. After considering the response or if the time to respond has elapsed without the employee responding, written notice that the disciplinary action will be implemented shall be served on the employee on or before the effective date of the action and shall include:
1. A statement informing the employee of the disciplinary action(s) taken, the effective date(s) of the action(s), and that the action is being taken for the acts specified in the letter of intent; and
 2. A statement informing the employee of the right to appeal within ten (10) working days of the date the letter is served on the employee.

Section 4. Amended Notice of Disciplinary Action

- A. At any time before an employee's appeal is submitted to the Conciliator or Arbitrator for decision, the Court Executive Officer or designee may serve on the employee an amended or supplemental notice of disciplinary action.
- B. If the amended or supplemental notice presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto. The employee shall not be required to file a further appeal. Any objections to the amended or supplemental causes or allegations may be made orally or in writing at the hearing.

Section 5. Appeal

- A. Any employee may appeal any disciplinary action taken against them. The appeal shall be in writing to the Court Executive Officer or designee within ten (10) working days after the date of notification of action against which the appeal is made.
- B. An appeal shall:
 - 1. Be accompanied by a copy of intent and final decision notice of disciplinary action served on the employee;
 - 2. A brief statement of the facts and reasons for the appeal; and
 - 3. A brief statement of the relief requested.
 - 4. Request that the Court participate in a pre-hearing informal conference pursuant to Section 7 below, if the employee desires such a conference.

Section 6. Waiver

If an employee fails to appeal the disciplinary action within the time specified, or after appealing, withdraws the appeal, the right to review is waived.

Section 7. Pre-Hearing Informal Conference

If the Court agrees to participate in the pre-hearing informal conference, within thirty (30) days of an employee's request pursuant to Section 5.B.4, above, up to two (2) Union Business Representatives shall meet with the Court representative(s) for a pre-hearing informal conference. The pre-hearing informal conference shall be an informal, confidential conference with the goal of resolving disciplinary appeals prior to a formal hearing. If the parties are unable to meet within thirty (30) days, the parties may extend the time for holding the pre-hearing informal conference by mutual agreement; otherwise, the appeal shall proceed to the appropriate hearing procedure.

Section 8. Hearing Procedure - Minor Discipline

When disciplinary action results in a suspension of eighty (80) working hours or less, pay reduction equal to eighty (80) hours or less of gross salary, the appeal shall be determined under the following provisions:

1. Appeals shall be heard by a person assigned by the State Conciliation Service, or another third party neutral (hereinafter referred to as a conciliator) agreed to by the parties. Within sixty (60) days of the date upon which the appeal was filed, the parties shall agree upon a hearing date. The decision of the conciliator or third party may be verbal or in writing. The decision of the State Conciliation Service shall be binding on both parties.
2. Only the employee and one (1) non-attorney representative and the Court Executive Officer or a designee and the Chief Deputy of Human Resources or a non-attorney designee shall take part in the presentation of any appeal, unless the employee is an attorney who is self-represented. Nothing herein shall prevent an attorney testifying to facts of which the attorney has personal knowledge and that which the attorney may be competent to testify.
3. The appeal hearing and disposition of the appeal shall be informal, the object being to settle the appeal promptly by the parties. The parties shall have the right to offer evidence by witnesses at the hearing subject to the discretion of the impartial party. The conciliator may consult with witnesses informally and otherwise investigate the controversy.
4. The judgment of the conciliator shall be binding on both parties neither of which shall have the right of further appeal.
5. The conciliator may modify the disciplinary action, but in no event shall have the authority to increase the disciplinary action imposed to be greater than in Section 7(A) herein.
6. The judgment of the conciliator shall be rendered within five (5) working days of submission of the controversy to them. Provided, however, the parties may mutually agree to extend the time in which the judgment may be rendered.
7. The conciliator's authority shall be limited to deciding the issues submitted by the parties. The conciliator shall have no jurisdiction or authority to add to, delete from, or modify any written provisions of any Memorandum of Understanding.

8. All costs for the service of the conciliator, if any, including but not limited to, per diem expenses, travel and subsistence expenses, a transcript, and the cost of the hearing room will be borne equally by LIUNA and the Court.

Section 9. Hearing Procedure - Major Discipline

- A. Appeals filed in cases of discharge or suspension exceeding eighty (80) working hours or pay reductions exceeding eighty (80) hours of gross salary shall be heard by an arbitrator.
- B. The parties shall maintain a jointly negotiated list of up to eleven arbitrators who shall be selected by the striking method. The only remaining name after the striking process shall serve as the arbitrator. If unable to agree on who should strike first, the first name shall be struck by the party winning the toss of a coin. The list shall contain no fewer than seven or more than eleven names. If the arbitrator chosen is unable to serve within a time frame acceptable to both parties, the last name struck will serve as the arbitrator. As soon as possible, a representative from LIUNA and the Court shall meet to establish the list of up to eleven Arbitrators.
- C. The hearing shall be set by the Court Executive Officer or designee and the employee representative or employee, within sixty (60) days of the date upon which the appeal was filed, the parties shall agree upon a hearing date.
- D. The employee and the Court Executive Officer or designee may be represented by counsel or other representative.
- E. It shall be the duty of the Court Executive Officer or designee, or employee to attend a hearing and testify upon the written request of either the employee, the Court Executive Officer or designee, or the arbitrator, provided reasonable notice is given. The arbitrator is authorized to issue subpoenas.
- F. All appeal hearings involving the dismissal of an employee shall be tape-recorded. Recording equipment and supply costs will be shared equally between the Court and LIUNA. All other appeals need not be recorded, unless either side requests that recording be completed.
- G. The expenses of the arbitrator and transcripts costs, if required, shall be shared equally by the parties. Each party shall make arrangements for and pay expenses of witnesses that are called by such party, except that any Court employee called as a witness shall be released from work without loss of compensation or other benefits to attend the disciplinary hearing.
- H. In the event an employee is not represented by LIUNA, the cost of the arbitrator shall be shared equally by LIUNA and the Court.

- I. Any arbitration expense incurred as the result of a postponement or cancellation of a hearing shall be borne by the postponing or canceling party.
- J. Within 21 days following the submission of the appeal, the arbitrator shall submit written findings of fact, conclusions of law, and the decision to the parties together with a copy of the appeal and a summary of the evidence taken at the hearing. The decision of the arbitrator shall be final, subject to the right of either party to seek judicial review under Section 1094.5 of the California Code of Civil procedure.
 1. The arbitrator shall confine the decision to issues raised by the statement of charges and responses. The arbitrator shall act in judicial, not legislative manners. The arbitrator shall not amend, modify, nullify, ignore, add to or subtract from the provisions of the Memorandum but, rather, shall interpret and apply its terms.
 2. If the arbitrator finds that the disciplinary action was appropriate, the action shall be sustained.
 3. In the case of suspension/reduction in compensation or demotion, if the action is modified or rescinded, the appellant shall be entitled restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
 4. In the case of discharges, if the arbitrator finds the order of discharge should be modified, the appellant shall be reinstated to a position in the classification held immediately prior to discharge subject to forfeiture of pay and fringe benefits for any period of suspension imposed by the arbitrator.
 5. If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated to a position in the classification held immediately prior to discharge and shall receive pay and fringe benefits for all of the period of time between the discharge and reinstatement.
 6. The Court shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty which results solely from the appellant's request for written briefs in the arbitration proceedings.
 7. Restoration of pay benefits shall be subject to deduction of all unemployment insurance and outside earnings, which the appellant received since the date of discharge which would not have been earned, had the appellant not been disciplined. The appellant shall supply such outside employment earning records during the period of time in question when requested.

- K. Hearings need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
- L. Hearsay evidence shall be admitted and may be used for the purposes of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support disciplinary action as defined in Section 1.A. herein, unless it is the type of hearsay admissible over objection in a civil action. The rules of privilege shall apply to the same extent to which they are recognized in civil actions.
- M. Irrelevant and unduly repetitious evidence shall be excluded.
- N. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. In addition, communications between Human Resources Department employees, non-attorney advocates, Management or employees of Court divisions involved in an arbitration, and communications between the union representative and the employee who is the subject of a personnel action shall be confidential and not subject to disclosure in a personnel hearing.
- O. Oral evidence shall be taken only on oath or affirmation.
- P. Employees not testifying in their behalf may be called and examined as on cross-examination.
- Q. The employee and the Court's designee shall have these rights:
 - 1. To call and examine witnesses,
 - 2. To introduce exhibits,
 - 3. To cross-examine opposing witnesses on any matter relevant to the issue, even though the matter was not covered in the direct examination,
 - 4. To impeach any witness regardless of which party first called the witness to testify, and
 - 5. To rebut any derogatory evidence.
- R. The hearing shall be a private proceeding among the Court, the employee and LIUNA.

Section 10. Notice of Change in Representation

If the Union chooses to no longer represent an employee during an appeal process as defined in Sections 8 and 9 of this Article, the Union shall notify the Court and the employee within 90 days of the discipline being served.

In the event an employee decides to continue the appeal process without Union representation, the employee shall notify the Court within 10 working days of receipt of the Union's decision. The appropriate appeal process shall continue as outlined in Sections 8 and 9 of this Article.

ARTICLE XVI **ANTI-STRIKE CLAUSE**

- A. It is hereby agreed that LIUNA shall not take part in, nor call, sanction, foster, nor support any strike, sympathy strike, work stoppage, slow-down, sick-in, nor interference with the Court's operation during the term of this Memorandum.
- B. Should a strike, sympathy strike, sick-in, picketing, boycott or any other interruption of work occur, the Court shall notify LIUNA of the existence of such activity and the Union will take all reasonable steps to terminate such activity and induce the employees to return to work.

ARTICLE XVII **LAYOFF AND REINSTATEMENT**

Section 1. Seniority

- A. Seniority shall be defined as the length of an employee's continuous service with the Court, in a regular position, and is based on most recent date of hire.
- B. Whenever more than one employee in the Court has the same most recent date of hire, seniority shall be determined in the following order: Hours of court service from the most recent date of hire, seniority in classification, seniority in the Court, and lowest employee identification number, as generated by the HRIS system.
- C. Except as otherwise provided in this Procedure, an employee shall lose seniority upon resignation, retirement, or separation. Seniority shall continue to accrue while an employee is on the layoff list.

Section 2. Reduction in Force

- A. When it becomes necessary to reduce the work force within the Court, the Court Executive Officer shall designate the job classification(s) to be affected, and the number of employees to be eliminated within the Court. No regular employee shall be laid off in any job classification if there are temporary employees in an

active status in the same job classification. It is not the intention of the Court to use temporary employees for a replacement of regular employees who have been laid off.

- B. Any reduction in the number of regular employees holding a job classification designated by the Court Executive Officer or designee for layoff shall be made in the following order of employment status:
1. Temporary promotion employees (return to former class),
 2. Probationary new employees,
 3. Probationary promotional employees,
 4. Regular employees.
- C. Layoffs of employees within each classification shall be based primarily on date of hire, with the least senior employees being laid off first. An employee may be laid off out of seniority when a less senior employee possesses essential skills necessary to the operation of the Court, subject to the approval of the Court Executive Officer or designee. Employees laid off out of seniority shall be given written notice of this action.
- D. The Court Executive Officer or designee shall give notice to each regular employee affected by a reduction in force and to the recognized employee organization that represents the affected employee's representation unit, at least 14 days prior to the effective date of the action. The list given to the employee organization shall include a seniority list of the affected classes showing previously held positions. LIUNA shall be in receipt of the layoff notice 24 hours prior to the time affected employees are notified. The notice shall include:
1. The reason for layoff;
 2. The effective date of the action;
 3. If laid off out of seniority.
- E. If an employee who has received official notice of layoff has previously held regular status in another job classification within the Court and was not removed there from for disciplinary reasons, such employee shall, upon request, be given a transfer or demotion within the Court to such other classification in lieu of layoff unless such action cannot be accomplished without authorization of another position or displacement of an employee with greater seniority. The affected employee must request such transfer or demotion within seven days of written notification of layoff by personal delivery or mailing of a certified letter.

1. Employees in the job classification of Court Services Assistant who have received official notice of layoff, shall, upon request, be given a demotion to the job classification of Records Clerk in lieu of layoff, even if the employee has not previously held the position of Records Clerk.
- F. Regular employees who elect to demote under this provision shall be placed on the step nearest their present salary within the grade of the class to which they are demoting provided such step shall not exceed present salary.
- G. If an employee receives a layoff notice, payment for sick leave shall continue conditioned upon receipt of a physician's certificate or other adequate written proof of illness given to the Court prior to payment, and payment shall not continue beyond the exhaustion of accrued sick leave.

Section 3. Reassignment/Layoff

- A. An employee not expecting to be laid off, may in lieu of reassignment, elect to be laid off and be placed on the Reinstatement List, if both of the following conditions exist:
1. The employee is being reassigned to a position previously occupied by an employee who was laid off within twenty (20) working days of the effective date of the reassignment; and
 2. If the new work location is more than forty (40) miles from the employee's current work location or the employee's home, whichever is closer.
- B. An employee who chooses to be laid off and have their name placed on the Reinstatement List under this section shall notify the Court in writing of the decision at least three (3) working days prior to the effective date of reassignment. Such layoff shall be on the same date as the reassignment would have been effective.

Section 4. Employment Counseling and Referral

Prior to the effective date of layoff, every employee given notice of layoff for a period longer than one (1) pay period may schedule an employment counseling session with the Court Human Resources Department for assistance in determining other employment opportunities within the Court for which the employee may qualify.

1. Only employees who have either been given layoff notices or are currently on a reinstatement list shall be referred first to any department requesting recruitment for classifications from which the employees were laid off.
2. Employees who meet the minimum qualifications and have either been laid off to fill vacancy for classifications within LIUNA bargaining units.

3. Departments are required to notify the Court Human Resources Department in writing if and why these candidates are unacceptable before outside candidates will be referred.

Section 5. Reinstatement List

- A. The name of every regular employee who is laid off for longer than one (1) pay period due to a reduction in force, or who is laid off in lieu of reassignment under subsection (3) above, shall be placed on Reinstatement Lists for all classifications of a current, equal, or lower salary range, for which the employee ever held in a regular status. The provisions of this Section do not apply to any classification from which the employee was demoted as a result of disciplinary action.
- B. Any vacancy to be filled within the Court shall be offered first, in order of greatest seniority, to individuals named on the Reinstatement List for the classification of the position to be filled.
- C. An employee's name shall be removed from Reinstatement Lists, for specific classifications, for any of the following reasons:
 1. The expiration of one (1) year from the date of placement on the list.
 2. Failure to report to work within seven (7) days of mailing of a certified letter containing a notice of reinstatement to a position which is less than forty (40) miles from the last work location or the employee's home, whichever is closer.
 3. Failure to respond within seven (7) days of mailing of a certified letter regarding availability for employment. It shall be the responsibility of the employee to notify the Court Executive Officer or designee, in writing, of the employee's current mailing address.
 4. Request in writing to be removed from the list.
- D. Reinstatement is defined as recall by the Court, from a reinstatement list, into a regular position. Upon reinstatement, the employee shall be entitled to:
 1. Restoration of all sick leaves credited to the employee's account on the date of layoff.
 2. Continuation of seniority.
 3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation.

4. Placement on the salary grade at a step which is nearest former or current pay rate, whichever is higher, with the employees hours in a step being the same number of hours which the employee had at the time of layoff.

Section 6. Re-employment

Re-employment is defined as being employed by the Court in a regular position, while on the reinstatement list, other than a position from which the employee had reinstatement rights. If re-employed while the employee's name is on any reinstatement list, the employee shall be entitled to:

1. Restoration of all sick leave credited to the employee's account on the date of layoff.
2. Continuation of seniority credited to the employee upon successful completion of the applicable probationary period.
3. Credit for all service prior to layoff for the purpose of determining the rate of accrual of vacation.

Section 7. Temporary Recall

The Court may elect to temporarily recall laid off employees in order of seniority from the reinstatement list, for a period of not less than thirty (30) days and not more than 480 full-time hours within a six-month period. Acceptance of temporary recall is at the discretion of the employee and will not affect the employee's status on the reinstatement list.

ARTICLE XVIII **AGENCY SHOP**

Section 1. Service Fees or Dues

- A. Subject to the provisions set forth below, the Court shall deduct and remit the LIUNA bi-weekly service fees or dues, as appropriate, for fee payers/members of LIUNA. Current employees in the Unit who are now LIUNA members shall remain LIUNA members for the period of this Memorandum. For employees who are hired on or after the effective date of this Memorandum, and who are in a job classification covered by this Memorandum, the Court shall deduct the payment of service fees to LIUNA from the employees' biweekly paychecks.
- B. Dues and service fees withheld by the Court shall be transmitted to the LIUNA Officer, designated in writing by LIUNA as the person authorized to receive such funds, at the address specified. The parties agree that the obligations herein are a condition of continued employment for all Unit members. The parties further agree that the failure of any unit member to remain a member in good standing of

LIUNA or pay the equivalent of LIUNA dues during the term of this Memorandum shall constitute, generally, just and reasonable cause for separation. The Court shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) workdays or more after such submission.

Section 2. Membership

No unit member shall be required to join LIUNA or to make an agency fee payment if the Unit member is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such unit member has verified the specific circumstances. Such employee must, instead, arrange with LIUNA to satisfy their obligation by donating the equivalent amount to a non-labor, non-religious charitable fund, and tax exempt under Section 501(c) (3) of the Internal Revenue Code (IRC), chosen by the employee. The Court shall not deduct monies specifically earmarked for a Political Action Committee or other political activities unless such deduction is affirmatively, separately, and specifically authorized in writing by the unit member.

Section 3. Record Keeping

LIUNA shall keep an adequate itemized record of its financial transactions and shall make said records available to the Court on an annual basis. Upon request by employees who are LIUNA members, LIUNA shall furnish a detailed written report of its financial transactions, in the form of a balance sheet and an operating statement, which has been certified as to its accuracy by its President and Treasurer or corresponding principal officer or by a Certified Public Accountant.

Section 4. Rescission

- A. This organizational security arrangement shall be null and void if rescinded by a vote of employees affected in the unit pursuant to applicable statute. LIUNA's indemnity obligation is set forth as follows: LIUNA will defend, indemnify and hold harmless the Court from any loss, liability or cause of action arising out of the operation of this article. Upon commencement of any such legal action, LIUNA shall have the right to decide and determine whether any claim, liability, suit or judgment made or brought against the Court because of such action shall or shall not be comprised, resisted, defended, tried or appealed. Any such decision on the part of LIUNA shall not diminish LIUNA's indemnification obligations under this Memorandum.
- B. The Court, immediately upon receipt of notice of such legal action, shall inform LIUNA of such action, provide LIUNA with all information, documents, and assistance necessary for LIUNA's defense or settlement of such action and fully

cooperate with LIUNA in providing all necessary witnesses, experts and assistance necessary for said defense.

- C. LIUNA upon its compromise or settlement of such action shall immediately pay the parties for such action all sums due under such settlement or compromise. LIUNA, upon final order and judgment of a Court of competent jurisdiction awarding damages to any employee of the Court, shall immediately pay to such employee all sums owing under such order and judgment.

ARTICLE XIX
SEPARABILITY

- A. It is understood and agreed that this Memorandum is subject to all present and future applicable Federal and State laws and regulations (including the Trial Court Employment Protection and Governance Act) and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum shall not be affected thereby and shall remain in full force and effect.
- B. In the event that legislation concerning the status of trial court employees becomes law during the term of this Memorandum, the parties agree and understand that the provisions of this Memorandum shall not be interpreted so as to prevent the Court from adopting changes consistent with such legislation.

ARTICLE XX
LABOR-MANAGEMENT COMMITTEE

A committee comprised of labor and management shall be formed to address issues and coordinate information. This committee shall meet quarterly and shall be comprised with Court Management attendance and at least three members represented by LIUNA, and a Union Representative.

ARTICLE XXI
UNION PROVISIONS

Section 1. Bargaining Unit Employee List

The Court will provide LIUNA with a list of bargaining unit employees on a quarterly basis. The list shall include each employee's name, job classification title, and work site address. The Court further agrees to provide LIUNA with the employee's home address unless a represented employee objects to the release of his or her home address.

Section 2. Worksite Access

The Court will continue to permit use of certain facilities for Union meetings, subject to the operational needs of the Court. Requests for use of such Court facilities shall be made in advance by the Union to the appropriate Court management official. Use of Court facilities for Union meetings shall be restricted to non-working time, before and after employees' work shifts and during lunch periods. Union meetings using Court facilities shall only be scheduled within hours when courthouse security is provided.

Section 3. Education and Training Release Time

- A. The Court will release LIUNA-represented employees for Union-related education and training activities, not to exceed an aggregate total of 100 hours per calendar year. Any employee released under the provisions of this Article, shall be limited to a maximum of 20 hours of Education and Release time per calendar year, with no more than 3 of the employees coming from one court region (Western, Mid County, Desert).
- B. In the years when LIUNA holds its International Convention, up to 3 employees will be allowed to use vacation time to attend the convention as long as the request to attend is received 30 calendar days prior to the requested time off.

Section 4. Release Time for Representatives

No more than one Court employee, who is a member of the LIUNA Board of Directors, shall be entitled to be released on one Friday per month for the purpose of traveling to and attending the monthly LIUNA Board of Directors meeting. If the employee's regular Court worksite is located in or east of the Coachella Valley he or she shall be entitled to six-hours of release time, otherwise the employee shall be released for (4)-four hours. If the meeting concludes earlier than the time allotted above, the employee shall immediately return to work. Any hours used in excess of those provided above, shall be taken without pay or charged against the employees paid leave banks.

No more than one Court employee, who is serving as a Union Auditor shall be entitled to be released for up to five hours per calendar year to perform the duties of the office.

Section 5. Meetings Following MOU Ratification

Within one month of the ratification of a successor MOU, representatives of the court's Employee and Labor Relations Unit shall participate in a meeting of LIUNA-represented employees, LIUNA stewards, and LIUNA Union Representatives for the purpose of discussing changes within the successor MOU. Such meeting shall occur at a mutually agreed upon location, after work hours, one meeting per Region.

ARTICLE XXII
MANAGEMENT RIGHTS CLAUSE

Section 1: Management Rights

It is understood and agreed that the Superior Court of California, County of Riverside possesses the sole right and authority to operate and direct the employees of the Court and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Court prior to the execution of this MOU except as modified in this MOU. These rights include, but are not limited to:

- A. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- B. To plan, direct, control and determine the operations or services to be conducted by employees of the Court;
- C. To determine the methods, means, number of personnel needed to carry out individual departments mission, as well as the Court as a whole entity;
- D. To direct the working forces;
- E. To hire and assign or to transfer employees within the Court;
- F. To promote, suspend, discipline or discharge for just cause;
- G. To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- H. To make, publish and enforce policies and procedures;
- I. To introduce new or improved methods, equipment or facilities;
- J. To contract out for goods and services provided that there is no loss of job resulting from any such action and there is no current court employee with the skills or knowledge's to perform the task;
- K. To take any and all actions as may be necessary to carry out the mission of the Court in situations of civil emergency as may be declared by the Court Executive Officer and/or Presiding Judge; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this MOU.

Section 2: Purpose and Mission

The Court Executive Officer has the authority to determine the purpose and mission of the Court and monies to be budgeted for its operation and implementation of its various Labor MOU's.

ARTICLE XXIII
WAGES

Effective the first day of the first pay period of January 2016, all LIUNA represented employees shall receive a 3% increase to their base pay.

Effective the first day of the first pay period of July 2016, all LIUNA represented employees shall receive a 2% increase to their base pay.

Effective the first day of the first pay period of July 2017, all LIUNA represented employees shall receive a 2% increase to their base pay.

Upon request by LIUNA served on the Court between 120 and 90 days prior to June 30, 2018, the parties shall reopen this Agreement solely for the purpose of meeting and conferring over straight time hourly wages. It is the intent of the parties to complete any such negotiations by June 30, 2018.

SIGNATURE PAGE

For
Memorandum of Understanding
July 1, 2015 – June 30, 2019

For LIUNA, Local 777

For the Superior Court of California,
County of Riverside

Stephen Switzer
LIUNA Representative

W. Samuel Hamrick, Jr.
Court Executive Officer

Masa Shiohira
Chief Negotiator

Bargaining team for LIUNA

Bargaining team for the Court

Stephen Switzer: (signature above)

Masa Shiohira: (signature above)

Maria Ochoa-Flynn
LIUNA Representative

Laura Miller
Deputy Executive Officer

Vickie Arvizu
Court Services Assistant III

Joan Moody
ADEO of Human Resources

Irene Cordoba
Court Services Assistant

Curtis Germany
Employee & Labor Relations Director

Sylvia Franz
Court Services Assistant

Christy Southworth
Human Resources Analyst II

Vicky Gerberding
Court Services Assistant III

Jill Martin
Courtroom Assistant

Toni Valerdi
Judicial Secretary

SIDE LETTER B

PUBLIC EMPLOYEES RETIREMENT SYSTEM CONTRIBUTIONS

This side letter shall be an addendum to the Memorandum of Understanding between LIUNA, Local 777 and the Superior Court of California, County of Riverside.

The Court and LIUNA, Local 777, agree that, effective from January 1, 2018 onward, employees shall pay the employee contribution to CalPERS pursuant to the Public Employees' Pension Reform Act of 2013, AB 340, including those employees on whose behalf the Court paid the employee contribution prior to January 1, 2018.